



**Punjab Central Business District
Development Authority**
Government of The Punjab



AUCTION DOCUMENT

FOR

**AUCTION OF PETROL PUMP LOCATED AT
ROUTE 47, CBD QUAID DISTRICT**

ON

15-10-2024 (11:00AM)

AT

CBD COMPLEX, OLD WALTON AIRPORT, LAHORE



**Punjab Central Business District
Development Authority**
Government of The Punjab



INVITATION TO BID

All interested Bidders are hereby invited to register with the Authority for the auction of the leasehold rights of the Property for the purposes of development of petrol pump and food chain. All applications for registration must be submitted to the Authority prior to the start of Auction for the Property.

All applications for registration must be accompanied with a proof of payment of the earnest money as outlined in the Instruction to the Bidders.

An English (numeric) auction will be carried out, starting from the reserve price followed by increments not less than the minimum raise of Rs. 500,000. Only the Registered Bidders or their duly authorized representatives will be allowed to participate in the Auction.

The auction documents will immediately be available at the office of the Punjab Central Business District Development Authority located at CBD Punjab Complex, Ex Walton Airport, Lt. (Navy) Yasir Shaheed Road, Lahore. Moreover, interested Bidders may obtain further information from the office of the Authority.

The address and contact information of the Authority is as follows:

Punjab Central Business District Development Authority

Name: Ali Waqar Shah

Address: CBD Punjab Complex, Ex Walton Airport, Lt. (Navy) Yasir Shaheed Road, Lahore

Phone: 042-99058800 (ext 113), +92-301-8501895

Email: ali.waqar@cbdpunjab.gov.pk



CONTENTS

1.	INTRODUCTION	01
2.	INSTRUCTIONS TO BIDDERS	03
	PRE-AWARD CONDITIONS	06
	POST-AWARD CONDITIONS	13
3.	AUCTION SCHEDULE	18
4.	APPLICATION FORM (ANNEXURE – A)	19
	POWER OF ATTORNEY (INDIVIDUALS)	21
	POWER OF ATTORNEY (ENTITIES)	22
	AFFIDAVIT	23
5.	ACKNOWLEDGEMENT RECEIPT OF EARNEST MONEY (ANNEXURE – B)	24
6.	FORM FOR RELEASE OF EARNEST MONEY (ANNEXURE – C)	25
7.	LETTER OF ACCEPTANCE (ANNEXURE – D)	26
8.	LEASE AGREEMENT (ANNEXURE – E)	28
9.	LAYOUT PLAN (SCHEDULE A)	51
10.	SAMPLE LAYOUT DESIGN (ANNEXURE – F)	53



INTRODUCTION

1. BACKGROUND

These Auction Documents are hereby issued in relation to the advertisements appearing in the print and electronic media for the grant of leasehold rights of the Property to Developer(s)/Bidder(s) as approved by the Punjab Central Business District Development Authority for the purposes of development of petrol pump and food chain only.

2. INFORMATION MEMORANDUM (IA)

A vacant parcel of land measuring 4.01 kanals (i.e. 1,8037 square feet) located at Route 47, CBD Quaid District, Lahore as shown in the layout plan in Annexure - F (hereinafter referred to as the “**Property**”), is being offered for lease in accordance with the Land and Property Disposal Regulations, 2024 and the terms contained in these Auction Documents. The land is designated for the establishment and operation of a petrol pump by the Successful Bidder to be used in conjunction with a food chain that will be developed by the Successful Bidder either itself or through a grant of a sub-lease / sub-license to a renowned food chain.

Plot No.	Type	Area in Kanals	Reserve Price
Petrol Pump	Petrol Pump	4.01	46,000,000/year

3. CONTENTS OF THE AUCTION DOCUMENTS

The Auction Documents consists of the following parts:

A. INSTRUCTION TO THE BIDDERS

This document serves a dual purpose for Prospective Bidders. It not only outlines the modalities involved in the Auction Process but also delineates the obligations of the Successful Bidder subsequent to the issuance of the Letter of Acceptance.

B. PROJECT AUCTION SCHEDULE

This document provides the activities to take place on the Auction Day and the schedule thereof.



C. APPLICATION FORM (ANNEXURE “A”)

The Application Form comprises the forms for: (i) Acceptance of Invitation to Bid, (ii) Power of Attorney in favour of authorized representative and (iii) Affidavit by the Bidder.

The Application Form serves as a legal confirmation that the Prospective Bidder accepts and is bound by the terms outlined within the Auction Documents.

D. RECEIPT OF REGISTRATION AND ACKNOWLEDGEMENT OF EARNEST MONEY (ANNEXURE “B”)

This document provides the unique bidding number awarded to each Bidder against auction of the Property. It also mentions the time, date and venue of the Auction, and acknowledges receipt of the proof of payment of Earnest Money in favour of the Authority.

E. FORM FOR RELEASE OF EARNEST MONEY (ANNEXURE “C”)

This form will be used for the release/refund and withdrawal of the Earnest Money deposited by (unsuccessful) Bidders.

F. LETTER OF ACCEPTANCE (ANNEXURE “D”)

This Letter of Acceptance will be issued to the Successful Bidder in the Auction.

G. LEASE AGREEMENT (ANNEXURE “E”)

This document includes the lease agreement to be entered into between the Authority and the Successful Bidder.

H. LAYOUT PLAN (ANNEXURE “F”)

This document contains a scale map of the Property (Part I) along with the proposed Master Plan of PCBDDA (Part II).



INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

The terms used in the Instructions to the Bidders shall have the following meaning:

“Act” means the Punjab Central Business District Development Authority Act, 2021;

“Application Form” means the application form set out at Annexure-A to these Instructions to Bidders;

“Auction” means an open and public auction to be carried out in accordance with the Authority’s Land and Property Disposal Regulations, 2024 as fully described herein;

“Auctioneer” means the person(s) nominated by the Land Disposal Committee to carry out the Auction Process;

“Auction Date” or **“Auction Day”** means the day on which the Auction will be held.;

“Auction Venue” means the venue where the Auction will be held;

“Auction Process” means the process to be adopted by the Punjab Central Business District Development Authority to carry out the Auction for the Property. The Auction process is set out in Section 13 of these Instructions to Bidders;

“Auction Document” means, collectively, these Instructions to Bidders, the Information Memorandum, the Application Form, the Special Power of Attorney for Individual, Special Power of Attorney for Entities, Letter of Acceptance and the Lease Agreement, together with all schedules and annexures thereto including any amendments or replacements made from time to time;

“Authority” means the Punjab Central Business District Development Authority established under the Punjab Central Business District Development Authority Act, 2021 and where the context so permits, the Land Disposal Committee or such other officer or employee empowered to exercise the powers of the Authority in terms of the Land and Property Disposal Regulations, 2024;

“Bidder(s)” means collectively, the Prospective Bidder, the Registered Bidder, the Highest Bidder and the Successful Bidder;

“Board” means the Board of the Authority established under section 5 of the Act;



“Chairman” means the Chairman of the Board, as defined under Section 2 (f) of the Punjab Central Business District Development Authority Act, 2021;

“Committee” means the Land Disposal Committee constituted under regulation 8 of the PCBDDA Land and Property Disposal Regulations 2024;

“Conflict of interest” means when an individual or entity participating in Auction has a competing professional or personal interest that could reasonably affect - or appear to affect - the impartiality of actions, decisions, or recommendations of any officer or employee of the Authority. Such interests may be financial, relational, or may arise from access to non-public information that could provide an unfair advantage. All individuals involved in the Auction must disclose potential, perceived, or actual conflicts of interest. Failure to disclose a conflict of interest may lead to disqualification or other appropriate actions by the Authority.

“Designated Person” means any employee of the Authority entrusted with the task of communicating with the Bidders in relation to any query they might have or for any reasonable assistance they might require for the purposes of the Auction;

“Development Charges” means the actual charges imposed by the Authority from time to time for the development of the infrastructure in the area, in accordance with its regulations and based upon the actual costs incurred thereof, which shall be payable in equal quarterly installments as determined by the Authority from time to time.

“Development Obligations” means the obligations as explained in Section 34 hereunder;

“Earnest Money” means a fixed interest-free amount of Twenty-Five Million rupees (Rs. 25,000,000) deposited in the shape of Pay Order, Demand Draft or Banker Cheque in favor of Punjab Central Business District Development Authority issued by a scheduled bank in Pakistan.

“Highest Bidder” means a Bidder who has submitted the highest price in the Auction;

“Letter of Acceptance (LOA)” means the letter issued by the Punjab Central Business District Development Authority to the Successful Bidder;

“minimum raise” means the smallest allowed increment by which a Bidder may increase a bid which has been fixed at Rs. 500,000.



“Prospective Bidder” means any person who on payment of the required non-refundable fee has been issued the Auction Documents and is yet to be registered with the Authority for the Auction in accordance with Section 8 hereof;

“Property” means the property to be auctioned as described in Section 2 of the Information Memorandum;

“Registered Bidder” means a Prospective Bidder that has been registered with the Authority as per section 8 hereof and has complied with the requirements of these Instructions to Bidders and is present in person or represented through Special Power of Attorney at the venue of the Auction;

“record sheet” means a bid record sheet used to collect, compare, and analyze key elements of bids submitted by different Bidders during the Auction which enables transparent and efficient evaluation of the bids during the Auction process.

“Rent” means the highest bid offer received in Auction which has been accepted and approved by the Authority in the Letter of Acceptance issued in accordance with the PCBDDA Land and Property Disposal Regulations, 2024, which shall be exclusive of all applicable taxes;

“Reserve Price” means an amount of PKR 46,000,000 representing the annual rent of the first year below which no bid shall be accepted;

“Scheduled Banks” means any bank declared as scheduled banks as per State Bank of Pakistan Act, 1956 (clause (a) of Sub-Section (2) of Section 37);

“Special Power of Attorney” means the document attached set out in Annexure "A" to the Instruction to Bidders, to be duly filled and submitted as prescribed;

“Successful Bidder” means the highest bidder whose bid offer has been accepted and approved by the Authority in accordance with the PCBDDA Land and Property Disposal Regulations, 2024 and in whose favor the Letter of Acceptance has been issued.



SECTION I: PRE-AWARD CONDITIONS

2. ELIGIBILITY CRITERIA FOR BIDDERS

Prospective Bidders must comply with the following criteria in order to qualify for the Auction:

- i. Only association of firms, companies, sole proprietors, JVs, foreign investors registered with relevant tax and regulatory authorities are eligible to participate in the Auction;
- ii. All legal persons, if situated in Pakistan, must be registered with the relevant regulatory authorities under the applicable laws of Pakistan; Including DNFBP.
- iii. Foreign Investors or Shareholders of the Company, who are foreigners or non-resident Pakistani nationals holding dual nationality and companies who are also participating in the Auction provided that they are duly incorporated or established in the foreign jurisdiction under the applicable law of their country of origin and who shall not act prejudicial to the interest of Authority and the national security interest of Pakistan;
- iv. Local Bidders shall be registered with all relevant federal and provincial tax authorities of Pakistan, and foreign Bidders must be registered with the tax authorities of the country of their origin;
- v. Government-owned enterprises may participate only if they are legally authorized in this regard under their relevant laws;
- vi. Bidders shall have a valid/active NTN;
- vii. Bidders must not have been debarred or blacklisted by any of the provincial or federal government departments for corrupt and fraudulent practices and/or consistent performance failure and shall submit an affidavit making this declaration;
- viii. Bidders shall provide to the Authority evidence of their eligibility, proof of compliance with necessary legal requirements to carry out the contract effectively; and,
- ix. Bidders must not have a conflict of interest, and any Bidder found to have such a conflict may be disqualified at any time prior to issuance of the Letter of Acceptance.



3. PROVISION OF AUCTION DOCUMENTS AND COST OF BIDDING

Auction Documents will be available in the office of the Authority and shall be purchased by Prospective Bidders during office hours for a fee of Rupees Fifteen Thousand only (PKR 15,000) paid in the form of a payment order, banker's cheque or demand draft issued in favour of the Authority by a Scheduled Bank in Pakistan.

Bidders shall bear all costs associated with the preparation and submission of its bid(s), and the Authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Auction.

4. AMENDMENTS IN AUCTION DOCUMENTS

At any time, prior to the Auction Day, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may amend the Auction Documents.

Any such amendment in the Auction Documents shall be advertised through a public notice in the same manner as the advertisement of the Public Notice of Auction.

5. INSPECTION OF PROPERTY AND CLARIFICATION OF AUCTION DOCUMENTS

Prospective Bidders may visit the site at any time during office hours prior to the Auction. To arrange a site visit, Prospective Bidders must contact the designated person at least one (01) working day prior to the Auction Day.

A Prospective Bidder requiring any clarification of the Auction Documents may notify the Authority in writing or by email at the Authority's email address indicated in these Auction Documents. The Authority will within three (3) working days respond in writing or through electronic means to any request for clarification received no later than seven (7) days before the Auction Day and all such clarifications shall be shared with all Bidders.

Please be advised that requests for clarification or site visits should be addressed to and submitted as per the following:

Punjab Central Business District Development Authority

Name and Designation of person: Ali Waqar Shah, Director Business Development & Investor Relations

Address: CBD Punjab Complex, Ex Walton Airport, Lt. (Navy) Yasir Shaheed Road, Lahore

Phone: 042-99058800 (ext 113), +92-301-8501895

Email: ali.waqar@cbdpunjab.gov.pk



6. DUE DILIGENCE

All Bidders are strongly advised to conduct their own comprehensive due diligence prior to submitting a bid. This includes, but is not limited to, thoroughly reviewing all provided documentation, making site visits, and independently verifying any information pertinent to the Auction. The Authority expects Bidders to be fully informed regarding the Property.

By submitting a bid, Bidders understand and acknowledge that they have had ample opportunity to conduct their own due diligence. Bidders shall waive any right to make any claim(s) against the Authority based on information (or absence of information) provided in these Auction Documents or any other related materials issued by the Authority.

7. SUBMISSION OF APPLICATION FORM AND DEPOSIT OF EARNEST MONEY

All Prospective Bidders must submit duly filled Application Form and proof of payment of Earnest Money to the Authority in order to register for the participation in the Auction.

The Application Form and proof of payment of the Earnest Money shall be submitted by the Prospective Bidders prior to the start of the Auction. For avoidance of doubt, it is clarified that the Earnest Money and the Application Form for the Property must be submitted before the start of the Auction. Failure to meet this deadline may result in disqualification from participation in the Auction.

8. INSPECTION OF DOCUMENTS AND REGISTRATION AS REGISTERED BIDDER

Upon receiving duly filled Application Form and proof of payment of Earnest Money, the Authority will inspect the documents submitted by the Prospective Bidders. Once the documents are found complete and satisfactory, the Authority shall register the Prospective Bidders and issue "Receipt of Registration and Acknowledgement of Earnest Money (**Annexure "B"**) in favour of the Bidders. This receipt will contain a unique bidding number issued in favour of each Bidder.

Prospective Bidders shall only be considered a Registered Bidders, if the documents submitted by them are satisfactory and complete to the satisfaction of the Authority. Once duly registered the respective Bidders will qualify to participate in the Auction process.

9. CLARIFICATION OF APPLICATIONS AND DOCUMENTS



The Authority reserves the right to request clarification of any application or documents submitted by Bidders at any time prior to commencement of the Auction. Such requests will be made in writing, and Bidders must provide a comprehensive response within 3 working days or before the commencement of the Auction, whichever is earlier. Failure to respond within the stipulated time or provide a response that sufficiently addresses the Authority's concerns may result in the rejection of the Bidder's application or bids at the Authority's sole discretion.

10. REJECTION OF APPLICATIONS

The Authority reserves the right to reject the applications submitted by Bidders at its sole discretion. The Authority is not obligated to provide any explanation or justification for its decision to reject an application. The decision of the Authority regarding rejection of application(s) submitted by the Bidders shall be deemed final.

11. DISQUALIFICATION FROM AUCTION

The Authority reserves the right to disqualify any Bidder who has been found to have submitted false, fraudulent, or intentionally misleading documents at any time before or after the Auction. Furthermore, the Authority may take additional appropriate actions against such Bidders, which may include, but not limited to, legal proceedings or debarment from future participation in Authority's procurement or auction activities.

12. PARTICIPATION AT AUCTION

Attendance at the Auction is restricted to the Bidders or their duly authorized representatives. If any representative is attending the Auction for and on behalf of a Bidder, a duly signed power of attorney authorizing the representative must be provided by the Bidder before the commencement of the Auction.

All Bidders shall bring two attested copies of their CNICs and in case of a company or partnership firm, Bidders can authorized any person to participate in the bid on its behalf through a resolution.

The Authority reserves the right of entrance in the venue of Auction and shall have the right to remove any person whom it considers to be causing hindrance to the Auction process.

13. AUCTION DAY AND PROCESS

The Auction will be conducted by the Auctioneer who shall act according to the provisions stipulated in these Auction Documents and the PCBDDA Land and Property Disposal Regulations, 2024.



The Auctioneer will perform its functions subject to the supervision and instructions of the Committee and any act of the Auctioneer shall not bind the Authority.

Prior to the start of the Auction, the Committee will ensure that only the Registered Bidders or their duly authorized representatives are allowed to participate in the Auction.

Upon the instruction of the Committee, the Auctioneer will announce the commencement of the Auction process. At the start of Auction for the Property, the Auctioneer will first announce the minimum raise, and then the reserve price for the Property.

The bidding will start from the reserve price, and the following terms & conditions will apply to the bidding:

- i. An ascending English (numeric) auction will be carried out starting from the reserve price;
- ii. Any raise to the price after the reserve price shall not be less than the minimum raise;
- iii. Only the Bidders or their authorized representatives will be allowed to call a bid, and the Committee will assume that authorized representatives have instructions and full authority to call the bid and legally bind the Bidders;
- iv. All bids made by the Bidders will be recorded on a record sheet as instructed by the Committee;
- v. The bidding will conclude when a highest bid is received, and subsequently, no other bids surpass the amount of this bid;
- vi. Thereafter, all Bidders will be called to sign the record sheet, and failure of any Bidder to sign the sheet shall not in any way invalidate the contents and/or effects of the record sheet;
- vii. In the event only one bid is being offered above the reserve price, the respective single bidder will only be deemed as a successful bidder if such bidder submits a bid that is at least ten percent (10%) or above the minimum reserve price in order to become eligible for the issuance of the LOA pursuant to the evaluation criteria set forth herein. Failure to meet this requirement shall disqualify the Bidder from being awarded the LOA.
- viii. Any other terms & conditions as communicated by the Committee prior to the Auction.

14. DECLARATION OF HIGHEST BIDDER



The Auctioneer will announce the identity of the Highest Bidder. Following this announcement, the Auction will conclude for the Property, and no subsequent bids shall be made for the Property. The declaration of the Highest Bidder shall in no way constitute acceptance of the Highest Bidder's bid by the Authority.

15. POWER TO SUSPEND/EXPEL PARTICIPATION

The Authority expects compliance with standards of decency, good behavior, mannerism and upholding of ethics and etiquette from the Bidders and their respective representatives. Any non-compliance or breach to that effect will not be tolerated on the Auction Day to ensure smooth functioning of the Auction Process. The Authority reserves the right to suspend or expel any Bidder in case of any unwarranted disruption at the venue on the day of the Auction.

16. RETURNING THE EARNEST MONEY TO UNSUCCESSFUL BIDDERS

Unsuccessful Bidders shall be entitled to the return/refund of their Earnest Money upon submission of duly completed form included in Instruction to Bidders provided herein within seven (07) working days of issuance of Letter of Acceptance (Annexure-D) to the Successful bidder.

17. CANCELLATION OF AND REJECTION OF BIDS

Without prejudice to any provisions of these Auction Documents, the Authority reserves the right to accept or reject all or any of the bids at any stage without assigning any reason whatsoever and any decision to that effect will be deemed final.

18. LETTER OF ACCEPTANCE (LOA)

After the Auction, the Authority shall issue a letter /notice of confirmation accepting the bid made by the Highest/Successful Bidder. Through the Letter of Acceptance, attached as Annexure-D, the Authority will outline the terms and conditions which the Highest Bidder shall be bound to follow before the execution of the Lease Agreement.

19. LEASE AGREEMENT

The terms and conditions of the lease and operation of the Property shall be set out in the Lease Agreement, attached as Annexure E. Each Bidder is expected and is required to have fully read and understood the terms and conditions as set out in the Lease Agreement before signing it.

The Lease Agreement shall be signed within such time and subject to such conditions as may be stipulated in the LOA. If any condition of the LOA is not



complied with, the Authority will be at liberty to exercise such powers and impose such penalties as mentioned in the Auction Documents.

All legal and incidental costs associated with the execution of the Lease Agreement including stamp duty, registration fees, etc., shall be borne by the Successful Bidder. Where deemed necessary and appropriate, the Authority will provide facilitation in this regard.

20. BID VALIDITY

A bid shall remain valid for forty-five (45) days from the Auction Date during which period the Earnest Money deposited by the Successful Bidder shall remain valid.

If the bid validity period is extended for any reason, the validity of the Earnest Money deposited by the Successful Bidder shall be extended accordingly.

21. DISCLAIMER

The Punjab Central Business District Development Authority, which includes its representative officers, consultants, advisors etc., disclaims all responsibility for any acts, omissions, mistakes, inaccuracies, misrepresentations or incorrect statements expressed in or implied by the Auction Documents and such that may occur during and after the Auction. Unless otherwise specified in the Lease Agreement, the Punjab Central Business District Development Authority makes no representations or warranties, expressed or implied, related to any matter concerning the Property and further disclaims all responsibility for representations or warranties made concerning the Property.

22. DOCUMENTS EXECUTED OUTSIDE OF PAKISTAN

All documents or instruments executed outside Pakistan must be certified in accordance with applicable law.

23. CONFLICTS WITH THE LEASE AGREEMENT

In case of a conflict between the Auction Documents (including Section II: Post Award Conditions) and the Lease Agreement, as attached herewith, or any amendments made thereof, the Lease Agreement, as executed between the Parties, shall prevail.

24. CONFIDENTIALITY

Information contained in the record sheet or any other document relating to the examination, clarification, evaluation and comparison of bids shall not be



disclosed to Bidders or employees of the Authority who are not concerned with the Auction Process.

Any effort by a Bidder to influence the Authority or its employee(s) to divulge any confidential information may lead to rejection of the bid made by such Bidder, and any other appropriate action as the Authority may deem fit.

25. INTERPRETATION

The Auction Documents are to be read in conjunction with, and are supplemental to, PCBDDA Land and Property Disposal Regulations, 2024 and any other applicable laws, regulations, or policies of the Authority as may be approved, amended and enforced from time to time. In the event of any conflict between the Auction Documents and the PCBDDA Land and Property Disposal Regulations, 2024, the latter shall prevail.

26. BANK ACCOUNT OF PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

The Bank Account title of the Punjab Central Business District Development Authority is as follows:

BANK: Allied Bank Limited (Islamic)
BRANCH: R1 Johar Town Branch Lahore
SWIFT CODE: ABPAPKKA
IBAN: PK96ABPA0020087137770021
ACCOUNT NO: 0020087137770021
TITLE: Punjab Central Business District Development Authority

SECTION II: POST-AWARD CONDITIONS

27. APPLICABILITY

The terms contained in this section will apply to the Successful Bidder after issuance of the Letter of Acceptance.

28. GOVERNING RULES AND REGULATIONS

The Successful Bidder shall be bound by and shall comply, at all times, with all rules, regulations, guidelines and instructions of the Authority as applicable at the time of the publication of this Auction Document, or as amended from time to time, including any other rules or regulations that may be enforced or passed by the Authority after the publication thereof. By participating in the Auction, the Successful Bidder undertakes to be bound by this covenant.



It is an essential condition of this Auction that the Successful Bidder shall follow the payment schedule and develop the Property in accordance with its Development Obligations.

29. DEPOSIT OF ADVANCE RENT

The Successful Bidder shall be liable to deposit one year's advance rent equal to its bid which shall be payable within thirty (30) days of the issuance of the LOA.

30. FAILURE TO DEPOSIT ADVANCE RENT

If the Successful Bidder fails to deposit the advance rent (inclusive of the earnest money already deposited) within thirty (30) days of the issuance of LOA, the Earnest Money shall be forfeited in favour of the Authority with immediate effect and the LOA shall stand cancelled.

31. FAILURE TO SIGN THE LEASE AGREEMENT

If the Successful Bidder fails to sign the Lease Agreement within thirty (30) days of the issuance of LOA for any reason whatsoever including the failure to complete the advance rent, the LOA shall stand cancelled, and all the amount deposited thereof by the Successful Bidder shall stand forfeited in favour of the Authority with immediate effect.

For avoidance of doubt, it is clarified that the Authority shall enter into an Lease Agreement only upon payment of complete advance rent within the stipulated timeframe.

32. DELAYED PAYMENTS OTHER THAN ADVANCE RENT

In the event of any default in the timely payment due under the Lease Agreement or the PCBDDA Land and Property Disposal Regulations, a surcharge at the rate of 1.45% per month shall be applied to the defaulted amount.

If such default continues for a period exceeding two (2) months from the due date, the Authority shall be entitled to take such necessary actions as it may deem appropriate in the circumstances including but not limited to the sealing of the Property.

Should the default persist for a period exceeding six (6) months from the due date, the Lease Agreement shall stand automatically cancelled, and the security deposit shall be forfeited in accordance with the terms set forth in the Lease Agreement, and possession of the Property shall be reclaimed by the Authority without further notice to the Successful Bidder.

33. ADJUSTMENT OF EARNEST MONEY

The Earnest Money submitted by the Successful Bidder(s) may, at the discretion of the Authority, be adjusted with the advance rent without any profit, mark-up or interest etc., thereon.

34. PETROL PUMP DEVELOPMENT OBLIGATIONS & SETTING UP OF FOOD CHAIN

The table below summarizes the responsibility of Successful Bidders towards planning and construction, and the applicable penalties in respect thereof.

Time	Deliverables	Penalty for Non-Compliance
Within 30 days of LOA issuance	Payment of advance rent	Forfeiture of Earnest Money and automatic cancellation of LOA.
Within 12 months of signing of lease agreement.	Submission of necessary licenses and approvals for petrol pump (e.g., fuel selling license, environmental clearance, etc.)	Lease agreement cancellation.
Within 12 months of signing of lease agreement.	Submission of sublease agreement with MNC for restaurant (e.g., KFC, McDonald's).	Lease agreement cancellation.
Within 9 months of signing of lease agreement.	Completion of building design and approval from relevant authorities (including building plans for petrol pump and restaurant)	No construction will be allowed, till the time all plans are submitted and approved from relevant CBD departments as per CBD zoning and building regulations.
Applicable from date of signing of Lease agreement.	Guidelines governing constructions	CBD Zoning and Building Regulations will be applicable on all constructions and non-compliance will result in cancellation of lease agreement.

35. TIME IS OF THE ESSENCE



It is the essence of the transaction that all payments are made to the Authority in the time, form and manner as prescribed by the Authority. Failure by the Successful Bidder to pay the required amount or commence construction or development of the petrol pump and/or the within the stipulated timelines shall entitle the Authority to forfeit the Earnest Money and any other amount paid in respect of the Property and/or stipulate any penalty as it deems fit.

36. USE OF PROPERTY

The Successful Bidder shall only use the Property for petrol pump/CNG station/EV charging on not more than two (2) kanals of land whereas the remaining two (2) kanals will be used for setting up and offering allied services from an international or other well renowned food chain.

37. POST-BID CHANGES

The Authority reserves the right to make post-bid changes to the Auction Documents, including but not limited to terms, conditions, and specifications, as deemed necessary that do constitute a material change.

38. PAYMENT OF TAXES AND OTHER FEES

The Successful Bidder shall be solely responsible for payment of any applicable and/or future taxes resulting from the lease of the Property including but not limited to withholding tax, capital value tax, stamp duties, and any other expenses.



AUCTION SCHEDULE

The Authority and Bidder(s) shall comply with the following timetable for activities related to the Auction.

No.	Activity	Timeline
1.	Issuance of Auction Documents	On or before commencement of Auction
2.	Submission of Earnest Money and Provisional Registration (if any) including scrutiny of documents for determining eligibility	On or before commencement of Auction Including DFNBP
3.	Submission and scrutiny of documents for determining eligibility / Registration	On or before commencement of Auction
4.	Declaration of Registered Bidders	On or before commencement of Auction
5.	Auction Date	15-10- 2024
6.	Commencement of Auction	11:00AM



ANNEXURE – A

APPLICATION FORM

ACCEPTANCE OF INVITATION

To,
Punjab Central Business District Development Authority,
CBD Punjab Complex, Ex Walton Airport, Lt. (Navy) Yasir Shaheed Road, Lahore.

Dear Sir,

I/We hereby reference the Auction/Bid Documents (subject to any amendments) pertaining to the Lease of the Property, identified as vacant parcel of land measuring 4.01 kanals (i.e. 1,8037 square feet) located at Route 47, CBD Quaid District, Lahore (“Property”).

All terms utilized in this Form shall bear the same meanings ascribed in the Auction/Bid Documents.

Having diligently assessed the condition of the Property and independently conducted comprehensive due diligence on all aspects (including legal, financial, technical, etc.) concerning the Property, and being wholly satisfied with the results thereof, I/we, the undersigned, [•] Name of Applicant], willingly commit to be legally bound by the terms and conditions outlined in the Auction Documents and the attached Lease Agreement.

Without prejudice to the generality of the foregoing, in the event we emerge as the Successful Bidder, [[•] Insert Name of Applicant], we undertake to adhere to the stipulated terms of payment for the Rent as outlined in the Auction Documents.

Enclosed herewith is a PAYMENT ORDER / DEMAND DRAFT/ BANKER’S CHEQUE No. _____ favouring the “Punjab Central Business District Development Authority,” dated _____, drawn on [[•] Insert Name of Bank] __, amounting to Rs. [• PKR], serving as the Earnest Money to participate in the Auction/Bidding Process for the Property. The terms governing the application, release, and forfeiture of the Earnest Money, as explained in the Auction Documents, are acceptable to me/us.

I/We acknowledge that the transfer of the property is strictly on an “as is where is” basis, and the Punjab Central Business District Development Authority makes no representation or warranty, express or implied, regarding any matter pertaining to the Property. Furthermore, I/we agree that no claims or grounds for action can be asserted against the Punjab Central Business District Development Authority, its representative officers, consultants, advisors, etc., on any matter related to the Property.



**Punjab Central Business District
Development Authority**
Government of The Punjab



I/We understand, acknowledge, and accept that the Punjab Central Business District Development Authority reserves the right to reject any bid made by me/us at any stage before the Auction without assigning any reason therefor.

Yours faithfully,
For and on behalf of
[•]

Name of Bidder/ Developer: [•]
CNIC/ Registration No. of Bidder/ Developer: [•]
Address: [•]
Mobile/ Telephone Number: [•]
Signature of Bidder/ Developer [If present at the Auction Site]: [•]
Date: [•]

[To be filled where an Attorney represents the Bidder/Developer]
Name of Attorney: [•]
Father/ Husband Name: [•]
CNIC Number
Mobile/ Telephone Number
Signature of Attorney [As per the Special Power of Attorney dated •]: [•]
Date; [•]



POWER OF ATTORNEY
(INDIVIDUALS)

[Draft of Special Power of Attorney for **individuals** to be printed on stamp paper, signed and notarized. Copy of CNIC of attorney should be attached]

SPECIAL POWER OF ATTORNEY

KNOW BY ALL MEN BY THESE PRESENTS that by this Power of Attorney _____ [Insert name of Bidder] daughter of/ wife of/ wife of/ son of _____ resident of _____ holder of CNIC Number _____ does hereby nominate, appoint and authorize _____ [Insert name of attorney] daughter of/ wife of/ son of _____ resident of _____ holder of CNIC Number _____ (the "Attorney", whose specimen signature appears below) on behalf of _____ [Insert name of Bidder] and his/her name to:

1. sign and submit to the Punjab Central Business District Development Authority or its authorized nominee all documents and instruments required for participating in the lease of the vacant parcel of land measuring 4.01 kanals (i.e. 1,8037 square feet) located at Route 47, CBD Quaid District, Lahore ("**the Property**").
2. participate and bid during the bidding process for purchase of the Property and sign any record sheet established by the Punjab Central Business District Development Authority in relation to the bidding process, and
3. do carry out all other actions as may be required by the Punjab Central Business District Development Authority in connection the bidding lease of the Property.

_____ [Insert name of Bidder] does hereby ratify and confirm whatever the Attorney shall do by virtue of these presents.

Dated _____

_____ [Insert name of Bidder]

_____ Specimen signature of Attorney (copy of CNIC attached)

Witnesses:

1. _____

2. _____



POWER OF ATTORNEY
(ENTITIES)

[Draft of Special Power of Attorney for companies, firms etc., to be printed on stamp paper, signed, and notarized. Copy of CNIC of Attorney should be attached.]

SPECIAL POWER OF ATTORNEY

KNOW BY ALL MEN BY THESE PRESENTS that by this Power of Attorney _____ [Insert name of Bidder] having its registered office at _____ does hereby nominate, appoint and authorize _____ [*•Insert name of attorney*] daughter of/wife of/son of _____ resident of _____ holder of CNIC Number _____ (the “Attorney”, whose specimen signature appears below) on behalf of _____ [*•Insert name of Bidder*] and his/her name to:

1. sign and submit to the Punjab Central Business District Development Authority or its authorized nominee all documents and instruments required for participating in the lease of the vacant parcel of land measuring 4.01 kanals (i.e. 1,8037 square feet) located at Route 47, CBD Quaid District, Lahore (“**Property**”).
2. participate and bid during the bidding process for purchase of the Property and sign any record sheet established by the Punjab Central Business District Development Authority in relation to the bidding process, and
3. do any carry out all other actions as may be required by the Punjab Central Business District Development Authority in connection the bidding and lease of the Property.

_____ [*•Insert name of Bidder*] does hereby ratify and confirm whatever the Attorney shall do by virtue of these presents.

Dated _____

_____ [*•Insert name of Bidder*]
_____ Specimen signature of Attorney (copy of CNIC attached)

Witnesses:

1. _____
2. _____



AFFIDAVIT

[To be printed on Stamp Paper of PKR 1200, duly attested by oath commissioner.]

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by the Punjab Central Business District Development Authority at any time if it deems necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Punjab Central Business District Development Authority deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Punjab Central Business District Development Authority. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by any Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

[•Name of the Bidder Service Provider] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____



(ANNEXURE – B)

**ACKNOWLEDGEMENT RECEIPT OF EARNEST MONEY BY PUNJAB
CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY**

In the name of: [Name of Bidder/Developer] _____

CNIC /Co. Reg No. (SECP) _____ [of the Bidder/Developer]

Resident of [Address of Bidder/Developer] _____

Receipt of Bank/Pay Order/demand draft No. _____

Dated:

Drawn on _____ [Name of Bank] _____

for Rs. _____

Is hereby acknowledged for participation in Auction of the Lot no. [•] of the Property as per the following details:

Name of Authorised Representative: _____

Unique Bidding Number: _____

Date: _____ [Date of Auction]

Time of Auction: _____

**Name and designation of Punjab Central Business District Development Authority
Official:**

Mr. [•]

[•] *Insert Designation*

Note: The applicant is requested to fill in the above details in line with application and leave the signature part.



(ANNEXURE – C)

FORM FOR RELEASE OF EARNEST MONEY

Mr/Ms/M/s: _____ CNIC/Reg. No.: _____
Address: _____

This is with reference to Earnest Money deposited against the Auction organised by Punjab Central Business District Development Authority for lease of property owned or controlled by Punjab Central Business District Development Authority under the Act.

Being an unsuccessful Bidder, the pay order/demand draft/bank draft no. _____ dated _____ Drawn on _____ [Insert Bank Name] of Rs. _____ may be treated as released from the Punjab Central Business District Development Authority.

We further confirm that we have no grievance in relation to the Auction Process and hereby waive our rights to raise any objection with respect thereto.

Ali Waqar Shah
*Director Business Development &
Investor Relations*

Note: The applicant is requested to fill in the above details in line with application and leave the signature part.



(ANNEXURE – D)

LETTER OF ACCEPTANCE

Subject: **LETTER OF ACCEPTANCE OF BID**

Dear Sir/Madam:

With reference to the above subject, we are pleased to inform you that the Punjab Central Business District Development Authority (PCBDDA) hereby accepts your bid for Property measuring [•] situated at [•] amounting to [•]/year (“**Rent**”) made on [•] at [•]. This acceptance is in accordance with the terms, provisions, and stipulations contained in the documents collectively referred to as the Auction Documents.

This acceptance will be valid for a maximum period of [•] (•) months from its issuance during which you are required to deposit the advance rent amounting to one-year’s Rent, failing which the LOA may be cancelled. Upon deposit of the advance rent, you will be required to sign and execute the Lease Agreement as per the PCBDDA Land and Property Disposal Regulations, 2024.

The issuance of the LOA is subject to the following terms and conditions:

1. **Advance Rent within 30 days of issuance of LOA:** The Successful Bidder agrees to pay the advance rent in accordance with the Lease Agreement within thirty (30) days of the Letter of Acceptance (LOA) being issued by the Authority.
2. **Lease Agreement:** The Successful Bidder agrees to sign the Lease Agreement no later than thirty (30) days of the issuance of the Letter of Acceptance (LOA) by the Authority.
3. **Binding Obligations:** The Successful Bidder acknowledges and agrees to be bound by all rules and regulations of the Authority, both present and future including all terms and conditions outlined in the Auction Document including its development obligations. The Successful Bidder further acknowledges and agrees that all instructions issued by the Authority from time to time shall be binding and shall be complied with promptly.
4. **Development Obligations:** The Successful Bidder agrees to fulfil all development obligations as specified by the Authority in the Auction Documents within the designated timeframe.
5. **Building Plans:** The Successful Bidder shall submit the building plans to the Authority for approval within the specified timeframe in the Auction Documents and adhere to any modifications or requirements outlined by the Authority.
6. **Disclaimers:** The Successful Bidder acknowledges and understands that the Authority does not warrant or guarantee any specific outcomes or results arising from the Auction or subsequent transactions.
7. **No rights in rem:** The Successful Bidder acknowledges and confirms that the LOA is only a contractual right and does not operate to create any rights in the Property.
8. **Acknowledgment:** The Successful Bidder covenants that it shall not market or purport to create any third-party interests in respect of any of its rights granted



**Punjab Central Business District
Development Authority**
Government of The Punjab



- pursuant to the LOA and that it shall not sell, assign, transfer or convey any of its rights and/or obligations under this LOA to any third-party except with the written consent of the Authority.
9. **No Change in Control:** The Successful Bidder warrants and covenants that (in the case of a juristic person) it shall ensure that there is no change in its shareholding or ownership structure during the validity of the LOA;
 10. **Representations and Warranties:** The Successful Bidder represents and warrants that all information provided to the Authority is true, accurate, and complete to the best of their knowledge, and that they have the legal capacity and authority to enter into and perform the obligations under the Lease Agreement and the Auction Documents.
 11. **No Blacklisting:** The Successful Bidder warrants that they have not been blacklisted or barred from participating in auctions by any regulatory authority or government body, and that they are not aware of any circumstances that would prevent them from fulfilling their obligations under the Lease Agreement and the Auction Documents.

In the event that the above-mentioned terms and conditions of the LOA are violated, the Authority reserves the right to revoke and cancel the LOA at its sole discretion.

Yours truly,

Ali Waqar Shah

Director Business Development & Investor Relations

Punjab Central Business District Development Authority

[Date]



(ANNEXURE – E)
LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is made at _____ on this _____ day of _____, 2024 (“**Signing Date**”):

BETWEEN

Punjab Central Business District Development Authority, established under the Punjab Central Business District Development Authority Act, 2021 and having its offices at CBD Punjab Complex, Ex Walton Airport, Lt. (Navy) Yasir Shaheed Road, Lahore, through its duly authorized representative, Mr. Ali Waqar Shah, bearing CNIC No. [•], (“**the Lessor**” or “**the Authority**”), which expression, unless repugnant to the context shall mean and include its administrators, executors, successors and assigns-in-interests) of the **FIRST PART**;

AND

[•], having its registered office at [•], through its duly authorized representative, Mr. [•] bearing CNIC No. [•], (“**the Lessee**”, which expression shall include, where the context so permits, his legal heirs, representatives, administrators, executors, and permitted assigns) of the **SECOND PART**.

(The Lessor and the Lessee are hereinafter referred to collectively as the Parties and individually as the Party).

WHEREAS, the Lessor is the absolute owner of all that piece and parcel of land falling in Plot No. [•], measuring [•], situated at [•] (“**the Property**”) designated for use as a petrol pump and ancillary commercial services, more particularly described in the **Schedule A** attached hereto and which term shall include all related rights, liabilities, privileges, liberties, easements, advantages, ways, passages and the rights, title, interests and estate thereto.

AND WHEREAS, the Lessor is empowered to lease the Property pursuant to the Punjab Central Business District Development Authority Act, 2021 and the rules and regulations made pursuant thereto.

AND WHEREAS, pursuant to the decision taken by the Lessor to auction the leasehold rights to the Property, the Lessor invited bids through advertisement dated [•] (“**the Advertisement**”).

AND WHEREAS, the Lessee participated in the auction process which was held on [•] 2024 and was declared the highest bidder by the Lessor.



AND WHEREAS, the Lessee was the highest bidder at the auction for the Property and held itself out as possessing the requisite skill, knowledge, experience and resources to finance the lease of the Property and develop it in line with the mandate of the Lessor.

AND WHEREAS, the Lessor, thereafter, issued a Letter of Acceptance (“**LOA**”) dated [•] to the Lessee accepting the offer of the Lessee and has agreed to lease the Property for PKR [•] (Pakistan Rupees [•] only), to be paid on annual basis in accordance with the terms and conditions of this Lease.

NOW THEREFORE, THIS LEASE WITNESSETH and the Parties hereby confirm and declare as under:

1. RECITALS, CONTRACT DOCUMENTS AND PRECEDENCE

- 1.1 The Recitals hereof shall form an integral part of this Lease.
- 1.2 This Lease shall be read in consonance with, and not in derogation to, the terms of the Advertisement dated [•], the Letter of Acceptance dated {•}, the Information Memorandum, and clarifications issued by the Lessor on the queries raised by the bidders (collectively referred to as “**the Bidding Documents**”); provided. However, that in the event of any inconsistency or conflict between the provisions of this Lease and the Bidding Documents, the terms of this Lease shall prevail.

2. CONDITIONS PRECEDENT AND EFFECTIVENESS

- 2.1 This Lease shall come into effect after the fulfillment of the conditions precedent set forth in Clause 2.2. of this Lease (“**Effective Date**”).
- 2.2 The effectiveness of this Lease is subject to the fulfillment (or waiver by the Authority) of the following conditions precedent:
 - i. The Lessee has obtained all necessary licenses, permits, and approvals required to establish and operate a petrol pump, including but not limited to environmental clearances, fuel sale licenses, and safety approvals, within [•] days of the Signing Date; and,
 - ii. The Lessee has executed a binding sub-lease agreement with a reputable multinational corporation, such as a food chain or other similar high-profile commercial entity, for the establishment and operation of a restaurant or any other allied commercial service approved by the Authority on the remaining area of the Property within [•] days of the Signing Date; and,



- iii. The Lessee shall submit building plans for the petrol pump and the restaurant to the Lessor and relevant authorities for approval within [•] (•) months of the Signing Date; and,
- iv. The Lessee has deposited the advance rent equal to [•] within thirty (30) days of the issuance of the LOA in accordance with Clause 4 of this Lease.

3. LEASE TERM AND POSSESSION

- 3.1 In consideration of the covenants contained in this Lease, the Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby lease from the Lessor, the Property, together with any and all improvements situated thereon, and all rights, easements, appendages and privileges pertaining thereto, if any.
- 3.2 The Term of this Lease shall be for an initial period of ten (10) years commencing from the Effective Date of the Lease (the “**Term**”) to [•] (both days inclusive) which may be extended subject to such terms and conditions as agreed between the parties.
- 3.3 The Lessee, in performing its obligations hereunder, shall have the right to hold, use, occupy and peaceably enjoy the Property without any interruption from the Lessor and shall be given possession thereof from the Effective Date of this Lease.
- 3.4 Both Parties agree not to terminate the Lease during the Term other than as may be specifically provided for in this Lease.

4. RENT

- 4.1 In consideration for the grant of the Lessor’s leasehold rights in the Property to the Lessee, the Lessee agrees and undertakes to pay rent to the Lessor in accordance with the terms of this Lease.
- 4.2 The Lessee shall pay the annual rent amounting to [•] in advance, with the first year’s rent due within thirty (30) days of the issuance of the Letter of Acceptance. The advance payment shall be adjusted against the Earnest Money previously deposited by the Lessee.
- 4.3 The Lessee shall pay the rent annually in advance every year of the Term. Payment for each year shall be made before June 30th of the respective year.



- 4.4 The annual rent of each year shall be subject to an increase by 5% per annum on the preceding year's rent from end of second year. For avoidance of doubt, there will be no rent increase for the first two (02) years, and the 5% annual increase shall be calculated on a compounded basis.
- 4.5 Any failure to pay the lease rent by the due date (i.e., before June 30th of each year) shall result in a surcharge of 1.45% per month on the outstanding amount until full payment is made.
- 4.6 If the default continues for more than two (2) months, the Lessor reserves the right to take actions such as sealing the Property and/or disconnection of utilities. If the default continues for more than six (6) months, the lease shall be automatically terminated, all the Security Deposit forfeited, and the Lessor shall have the right to enter upon and repossess the Property.
- 4.7 The parties agree that the rent is exclusive of all applicable taxes, duties and surcharges and the payment of any such tax that may be imposed, levied or charged either before or after the execution of this Lease shall be at the sole risk and cost of the Lessee.

5. TAXES

- 5.1 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 Property.
- 5.2 All the rates, taxes including property tax, assessments and any other fees, in respect of the Property, claimable under any law for the time being enforced shall be paid by the Lessee during the Term of this Lease. The Lessor may require the Lessee either to pay such rates, taxes, assessments or fees directly or to deposit the same with the Lessor.

6. SECURITY DEPOSIT

- 6.1 In addition to the advance payment of rent, the Lessee shall (subject to Sub-Clause 6.3) deposit fifty percent (50%) of one year's rent as an interest free security deposit ("**Security Deposit**") within thirty (30) days of the issuance of the LOA or the Signing Date, whichever is earlier, in the form of an unconditional, irrevocable bank guarantee issued by a scheduled bank in Pakistan.



- 6.2 The Security Deposit shall be in the form attached as Schedule B to this Lease and shall remain valid during the Term of this Lease including two (2) months after the expiry of the Term.
- 6.3 The Security Deposit shall be equivalent to 50% of one year's rent for the Property and shall be valid for an initial term of twelve (12) months and shall be renewed at least two (2) months in advance of its expiry for a further term of twelve (12) months for each year of the Term of this Lease for an amount that is equal to 50% of the total rental payments paid to the Lessor by the Lessee in the preceding year; provided that the bank guarantee in the last year shall be extended for a further period of two months to keep the bank guarantee valid for two (2) months after the expiry of the Term in accordance with Sub-Clause 6.2 above.
- 6.4 In the event of any breach or default by the Lessee under the terms of this Lease, the Lessor reserves the right to encash the Security Deposit, in whole or in part, and without any notice to recover any outstanding rent, late payment surcharge, damages, or costs incurred due to the Lessee's default.
- 6.5 After any such deduction made by the Lessor, the Lessee shall immediately restore the Security Deposit to its original amount within 15 days and failure to replenish the Security Deposit within this time-frame shall be regarded as a material breach of this Lease.
- 6.6 Upon the completion of the Term and fulfilment of all obligations by the Lessee, the Lessor shall return the Security Deposit to the Lessee within sixty (60) days from the expiration of the Lease.
- 6.7 The Lessor shall not be liable to mark-up, interest or other charges to the Lessee in respect of the Lease Money/Security Deposit, whether or not the same or any part thereof, is actually returned to the Lessee.

7. SUB-LEASE AND ITS CONDITIONS

- 7.1 The Lessee shall not sublease the Property or any portion of the Property without the written consent of the Lessor. However, the Lessee is permitted to sublease the remaining portion of the Property apart from the petrol pump, for the establishment and operation of food and beverage outlets or other allied services, such as restaurants, cafés, or convenience stores, provided the sublessee is a reputable multinational corporation (MNC), or any other similar entity, subject to the prior written approval of the Lessor.



- 7.2 The Lessee shall seek and obtain the written approval of the Lessor prior to executing any sublease agreement. The Lessor reserves the right to review and approve the terms of the sublease agreement, including the identity and reputation of the sublessee, the nature of the business, and compliance with the Lessor's regulations.
- 7.3 The sub-lessee must comply with all relevant local laws, by-laws, regulations, and conditions, including but not limited to health, safety, environmental, and zoning laws applicable to the operation of a food and beverage outlet on the Property.
- 7.4 The Lessee shall ensure that the Lessor has a right to step-in and be subrogated to the sublease upon the expiry of the Lease Term under this Lease.
- 7.5 The Lessee shall remain fully responsible and liable to the Lessor for any breach of this Lease or non-compliance by the sublessee. Any default or violation of the terms of this Lease by the sublessee shall be deemed a breach by the Lessee, and the Lessee shall be liable for all penalties or consequences arising from such default.
- 7.6 The sub-lease shall not grant any ownership rights or entitlements to the sublessee over the Property. The sublessee shall have no right to further sub-lease, assign, or transfer their interest in the Property without the express written consent of the Lessor.
- 7.7 The Lessee shall provide the Lessor with a copy of the executed sub-lease agreement within seven (7) days of its execution, along with any related documents, such as NOCs from relevant authorities, permits, or licenses obtained by the sublessee for the operation of their business.
- 7.8 The Lessor reserves the right to inspect the sub-leased premises at any reasonable time to ensure compliance with this Lease and applicable laws. The Lessee and sub-lessee shall cooperate fully with the Lessor during such inspections.

8. MAINTENANCE, UTILITY CHARGES, AND SERVICES OF THE PROPERTY

- 8.1 All the expenses related to marketing, operations and management, maintenance, security, janitorial services of the Property and any other administrative expenses shall be borne solely by the Lessee.
- 8.2 The Lessee shall have the right to get installed at the Property all or any of the utility services. All the expenses for installation and usage of utilities shall be



borne solely by the Lessee or its sub-lessees/tenants or licensees, as the case may be.

- 8.3 The Lessor reserves the right to levy any such charges in respect of the Property for services such as the maintenance of shared infrastructure, landscaping, security, and other common facilities. The Lessee shall be liable to pay such charges determined by the Lessor within the stipulated time frame. Non-payment of these charges may result in penalties, including deductions from the Security Deposit or other legal remedies available to the Lessor.

9. OBLIGATIONS OF THE LESSOR

- 9.1 The Lessee shall endeavor and use all reasonable speed to develop the Property in accordance with the intended use of the Lessor.
- 9.2 The Lessee shall at all times during the term of this Lease abide by the rules, regulations, codes, bye-laws of the Lessor and shall comply with all applicable laws of Pakistan.
- 9.3 The Lessee shall use the Property solely for the purposes outlined in this Lease, namely for the construction, establishment, and operation of a petrol pump, electric vehicle (EV) charging station, and the subleasing of a portion for food and beverage outlets or other allied services as permitted under Clause [•] of this Lease.
- 9.4 Under no circumstances shall the Lessee use or allow the Property to be used for any purpose other than a petrol pump or the approved ancillary services without the prior written approval of the Lease.
- 9.5 The Lessee shall secure all necessary permits, licenses, and approvals from the relevant authorities for the construction and operation of the petrol pump on the Property.
- 9.6 The Lessee shall obtain NOCs from all relevant authorities, including but not limited to the Explosives Department, Fire Safety Department, Rescue 1122, and any other authority having jurisdiction over the operation of a petrol pump.
- 9.7 The Lessee shall be solely responsible for constructing and maintaining all structures and installations necessary for the operation of the petrol pump, including but not limited to fuel storage tanks, dispensers, canopies, signage, EV charging stations, and related infrastructure.



- 9.8 The Lessee shall bear all costs related to the maintenance, repair, and upkeep of the Property, including any damages caused by the Lessee's operations. This includes maintaining the premises in a clean and orderly condition, ensuring proper waste disposal, and conducting regular anti-dengue and other pest control measures as required by law.
- 9.9 The Lessee shall not use, or permit any of its employees, contractors, agents or third-party users, to use the Property in any manner that is in contravention of any applicable law or against the terms of this Lease.
- 9.10 The Lessee shall be responsible for arranging and paying for all utility connections, including electricity, water, sewerage, gas, and telecommunication services required for the operation of the petrol pump and any subleased portions.
- 9.11 The Lessee shall bear the costs of all utility bills accrued during the Term. Failure to pay utility bills in a timely manner may result in deductions from the Security Deposit or penalties imposed by the Lessor.
- 9.12 The Lessee shall operate the petrol pump in full compliance with environmental laws and regulations, including the proper storage and handling of fuels and hazardous substances.
- 9.13 The Lessee shall implement all necessary safety measures as required by law, including but not limited to installing fire extinguishers, spill containment systems, safety signage, and first aid equipment. The Lessee shall also be responsible for conducting regular safety drills and ensuring that employees are trained in emergency procedures.
- 9.14 The Lessee shall ensure that any subleased portion of the Property (for food and beverage outlets) complies with the conditions of this Lease. The Lessee shall remain fully responsible for any breaches of this Lease by the sublessee and shall ensure that the sublessee adheres to all applicable laws, regulations, and safety standards.
- 9.15 The Lessee shall pay actual charges imposed by the Lessor from time to time for the development of the infrastructure in the area, in accordance with its regulations which shall be payable in equal [•] installments as may be determined by the Lessor from time to time.
- 9.16 The Lessee shall not use the Property for the storage of unlawful goods, ammunition, gun powder or any explosive or combustible substance.



- 9.17 The Lessee shall not use the Property for any unlawful purpose or carry out any construction or development works in violation of the building approval.
- 9.18 The Lessee shall be responsible for the security and safety of the Property and its equipment, stores and such other items of value that may be kept at the Property during the Term of this Lease.
- 9.19 The Lessee shall appoint and employ all necessary security personnel to maintain and protect the Property. The Lessor reserves the right to object to the appointment of any individual whose conduct or qualifications are deemed unreasonable or unsatisfactory. Upon receipt of such an objection from the Lessor, the Lessee shall immediately remove the individual from the Property and appoint a suitable replacement.
- 9.20 The Lessee shall not destroy, damage or impair any greenery or plants in the surrounding area and in case of any such damage caused by the Lessor, its employees, sub lessees or sub-contractors, the Lessee shall be solely responsible to replace the same at its own risk and cost.
- 9.21 The Lessee shall, at all times, comply with and strictly adhere to the building approval granted by the Lessor and any breach of the terms and conditions contained in any such approval or permit shall constitute a material breach of this Lease.

10. OBLIGATIONS OF THE LESSOR

- 10.1 During the term of this Lease, the Lessor shall not sell, transfer, assign, or otherwise dispose of or deal with the Property except in accordance with this Lease.
- 10.2 The Lessor shall cooperate with the Lessee and facilitate the Lessee in obtaining all governmental approvals, including environmental approvals and other permits, licenses, approvals, no-objection certificate(s) for carrying out the development works.

11. RESERVATION OF LESSOR'S RIGHTS

- 11.1 The Lessor reserves the right to impose a penalty on the Lessee for its failure to pay the rent amount due as per Clause 4 of this Lease.



- 11.2 The Lessor reserves the right to levy, charge and collect such administrative charges, management fee, water supply and sanitation fee, and other such charges on account of regulation, cleanliness, wastewater treatment and smart city component along with area betterment fee as may be determined by the Lessor from time to time, and the Lessee agrees to pay them on time.
- 11.3 In the event of a breach or violation of any term of this Lease by the Lessee, the Lessor shall have the right to impose a penalty of not less than Rs. 20,000 per day for each day the breach continues. The Lessor shall provide the Lessee with a written notice specifying the breach, and the Lessee shall have fifteen (15) days to rectify the violation. Failure to remedy the breach within this period shall entitle the Authority to terminate the Lease, forfeit all the Security Deposit, and repossess the Lease Site without any further notice.
- 11.4 The Lessor reserves the right to exclusively re-possess the Property during the Term of this Lease from the Lessee for a material breach of its obligations under this Lease.

12. COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 12.1 The Lessor's representations, undertakings, covenants, and warranties are as follows:
- i. The Lessor has, as of the date of this Lease, been duly constituted and notified under the Punjab Central Business District Development Authority Act, 2021;
 - ii. The Lessor is the lawful and absolute owner of the Property as of the date of this Lease and has the requisite powers and authority to execute this Lease in favour of the Lessee;
 - iii. The Property is free from any encumbrances, mortgage, charges; and
 - iv. The coordinates and description of the Property as set out in Schedule A is true and accurate.
- 12.2 The Lessee hereby represents, undertakes, warrants and covenants with the Lessor that:
- i. The Lessee is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation (if applicable), and has full



- power and authority to execute, deliver, and perform its obligations under this Lease;
- ii. The execution and delivery of this Lease and the performance of the Lessee's obligations hereunder have been duly authorized by all necessary corporate or organizational actions (if applicable), and no further consents or approvals are required to execute and deliver this Lease or to perform its obligations hereunder;
 - iii. The Lease has and shall adopt all reasonable measures to comply with, in all respects with the laws, by laws, rules and regulations, and instructions issued by the Lessor from time to time;
 - iv. The execution, delivery, and performance of this Lease by the Lessee do not and will not: (a) Violate or conflict with any provision of its organizational documents (if applicable); (b) Result in a breach of, or constitute a default under, any agreement, contract, or instrument to which the Lessee is a party or by which it is bound; (c) Violate any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to the Lessee or the Property;
 - v. The Lessee has carried out the necessary due diligence with respect to the Lessor's title to the Property and is fully satisfied that there is no material defect in relation thereto;
 - vi. The Lessee has sufficient financial resources and capability to meet its obligations under this Lease, including but not limited to the construction, operation, and maintenance of the petrol pump, the payment of rent and taxes, and compliance with all regulatory requirements;
 - vii. The Lessee represents and warrants that it will not create, permit, or suffer to exist any lien, charge, encumbrance, or security interest over the Property without the prior written consent of the Lessor, except for any permitted sublease arrangements as provided under this Lease;
 - viii. The Lessee warrants that any sublease arrangements entered into under this Lessor shall comply with the conditions set out herein, including obtaining prior approval from the Lessor and ensuring compliance with all legal and regulatory requirements;
 - ix. In entering into any agreement with third-parties for the transfer of any rights or interest(s) in any developed building, the Lessee shall include a



clause that expressly precludes the third-party from bringing any claim against the Lessor.

- x. The Lessee warrants that it will maintain adequate and comprehensive insurance coverage throughout the Term, as required under this Lease, and that all such insurance policies shall be valid and enforceable.
- xi. The Lessee acknowledges that it has inspected the Property and accepts it in its present condition, and that the Lessor has made no representations or warranties, express or implied, regarding the condition, suitability, or fitness of the Property for the Lessee's intended use.
- xii. The Lessee warrants that it shall maintain the Property in a condition suitable for the operation of the petrol pump and any ancillary businesses, in accordance with all applicable standards and regulations.
- xiii. The Lessee warrants that all operations conducted on the Property, including the storage and dispensing of fuel and operation of the subleased premises, will comply with all applicable environmental laws and regulations, and that it shall take all necessary precautions to prevent environmental contamination, pollution, or damage.
- xiv. The Lessee further warrants that no event has occurred and no condition exists that, upon the execution of this Lease, would constitute a material default by the Lessee under any other agreement or instrument, or impair its ability to fulfill its obligations under this Lease.

13. TERMINATION BY THE LESSOR

- 13.1 The Lessor may terminate this Lease under any one of the following conditions:
- i. if the Lessee fails to pay any installment of rent or other amounts due under this Lease within sixty (60) days of the due date, and such default continues for a period of thirty (30) days after written notice from the Lessor under Sub-Clause 13.2;
 - ii. if the Lessee breaches or violates any material term or condition of this Lease, including but not limited to the use of the Property for unauthorized purposes, failure to comply with subleasing provisions, or non-compliance with environmental and safety regulations, and fails to cure such breach within thirty (30) days of receiving written notice of the breach;



- iii. if the Lessee fails to obtain necessary licenses, permits, and approvals for setting up the petrol pump within [•] months of the Signing Date.
- iv. if the Lessee fails to enter into an agreement with a qualified party for the development of a food chain within [•] of the Signing Date;
- v. becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creators, or if any act is done or event occurs which under the applicable laws has a similar effect to any of these acts or events;
- vi. if the Lessee fails to commence construction of the petrol pump within [•] of the Signing Date or abandons, suspends or ceases the operation of the petrol pump on the Property for a continuous period of [•] months;
- vii. if the Lessee's operations result in an environmental hazard or contamination, and the Lessee fails to remedy such condition within the time specified by the relevant authorities or the Lessor.
- viii. if the Lessee or its sub-lessee fails to commence construction of the food chain within [•] of the Signing Date or abandons, suspends or ceases the operation of the food chain on the Property for a continuous period of [•] months;
- ix. gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or thing of value, as an inducement or reward:
 - a. for doing or forbearing to do any action in relation to the Lease; or,
 - b. for showing or forbearing show favour or disfavour to any person in relation to the Lease;
- x. the Lessee is in breach of a covenant, representation or warranty made under this Lease; or
- xi. a Force Majeure Event subsists for a period longer than ninety (90) days and the Lessor has reached a conclusion that such event can no longer be cured.

13.2 In the event of exercising its right to termination under sub-clauses (i) – (iv) and (vi – x) of Clause 13.1, the Lessor shall first:



- i. issue a written notice to the Lessee requesting the Lessee to correct and rectify its default within thirty (30) days, or such time as may be mutually agreed between the Parties in writing of the receipt of the notice; and,
 - ii. if the Lessee is not able to correct and rectify the issues as requested by the Lessor to the satisfaction of the Lessor, the Lessor shall have the right to terminate this Lease forthwith by issuing a written notice to the Lessor.
- 13.3 In event of termination under any other sub-clause of Sub-Clause 13.1, the Lessor may terminate the Lease forthwith by issuing a written notice to the Lessee.
- 13.4 Notwithstanding anything to the contrary contained herein, if the Lessee defaults on any payment (including rent, taxes, or utility bills) for a period of more than six (6) months, the Lessor reserves the right to terminate this Lease without further notice, forfeit the Security Deposit, and reclaim possession of the Property. In such an event, all improvements made on the Property shall remain the property of the Lessor.
- 13.5 The Parties agree that in the event of termination under this clause, the Lessee or any person claiming under the Lessee shall under no circumstances whatsoever be entitled to any reimbursement for any amount expended or expense incurred on the Property including the cost of construction and any such right for reimbursement, if any, shall be deemed to have been waived and no claim in relation thereto shall be made either under this Lease, the Transfer of Property Act, 1882 or under the Contract Act, 1872 and all improvements on the Property shall vest in the Lessor.
- 13.6 Upon termination of this Lease for any reason, the Lessee shall: (a) immediately vacate the Property and return possession to the Lessor and remove all movable equipment, fixtures, and fittings installed by the Lessee (unless otherwise agreed with the Lessor) within thirty (30) days of termination. Any movable equipment, fixtures and fittings not removed within this period shall become the property of the Lessor without compensation to the Lessee.
- 13.7 The Lessee shall also settle all outstanding dues, including rent, utilities, taxes, penalties, and any other payments due under this Lease up to the date of termination and provide a final accounting to the Lessor, including any financial obligations related to sublessees, utility providers, and third-party service providers.
- 13.8 The Security Deposit, if any, shall be retained by the Lessor and may be applied to cover any outstanding payments or liabilities of the Lessee. Any remaining



balance shall be returned to the Lessee after the final accounting and all obligations have been satisfied.

- 13.9 The Lessor's election to terminate the Lease shall not prejudice any other rights of the Lessor, under the Lease or otherwise.

14. TERMINATION BY THE LESSEE

- 14.1 If any of the representations, undertakings, covenants, and warranties made by the Lessor as set out in Clause 12 are found to be incorrect, false, or misleading in any material manner, the Lessee shall:

- i. issue a written notice to the Lessor setting out the nature of the incorrect, incomplete, or misleading representations, undertakings, covenants, and warranties and requesting the Lessor to correct and rectify such matters within sixty (60) days, or such time as may be mutually agreed between the Parties in writing of the receipt of the notice; and,
- ii. if the Lessor is not able to correct and rectify the issues as requested by the Lessee, the Lessee shall have the right to terminate this Lease forthwith by issuing a written notice to the Lessor.

- 14.2 The Lessee may also terminate this Lease by providing the Lessor with no less than three (3) months' prior written notice. Upon termination by the Lessee, the following conditions shall apply:

(a) The Lessee shall pay to the Lessor an amount equal to three (3) months' rent as liquidated damages, unless otherwise agreed in writing by the Lessor.

(b) The Lessee shall vacate the Property and return possession to the Lessor within the notice period or upon payment of the liquidated damages.

(c) The Lessee shall remain liable for all payments due under this Lease up to the effective date of termination, including any outstanding rent, utilities, taxes, and penalties.

- 14.3 The Parties agree that in the event of termination under this clause, the Lessee or any person claiming under the Lessee shall under no circumstances whatsoever be entitled to any reimbursement for any amount expended or expense incurred



on the Property including the cost of construction and any such right for reimbursement, if any, shall be deemed to have been waived and no claim in relation thereto shall be made either under this Lease or under the Contract Act, 1872.

15. FORCE MAJEURE

15.1 A Force Majeure Event shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the date of this Lease materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Lease; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a Force Majeure Event hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. Without limiting the generality of the foregoing, Force Majeure Events shall include each of the following events and circumstances:

- i. Acts of God, including but not limited to cyclones, epidemics, landslides, earthquakes, floods, washouts, war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, kidnapping or sabotage, explosions;
- ii. radioactive contamination or ionizing radiation originating from a source in Pakistan or resulting from another Force Majeure Event;
- iii. any strikes, lockouts or other industrial disturbances, works to rule or go-slows that are widespread or nationwide. It being understood that the settlement of strikes or lockouts shall be entirely within the discretion of the Party affected therefrom and that the above requirement that any Force Majeure Event shall be remedied with all reasonable efforts shall not, except under the law or legal process, require the settlement of strikes or lockouts by acceding to the demands of opposing parties when such course is inadvisable in the discretion of the party affected therefrom;
- iv. uncontrollable events including, earthquake, tsunami, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado, fire, explosion, or chemical contamination, epidemic or plague; or



- v. executive acts, legislative acts or judicial acts that make it impossible or materially impractical to carry out the obligations under this Lease.
- 15.2 If a Force Majeure Event occurs, and either Party is rendered unable, wholly or in part to carry out its obligations under this Lease, the affected party shall give notice containing full particulars of such Force Majeure Event in writing to the other Party as soon as possible but not later than fifteen (15) days of occurrence of such Force Majeure Event. Upon the issuance of a notice, the obligations of the party giving such notice shall insofar as they are affected by such Force Majeure Event, be suspended, subject to clause 15.3., during the continuance of the period in which the Force Majeure Event continues and if any time period stipulated herein is impacted by a Force Majeure Event; the time period shall be extended for the duration of the Force Majeure Event.
- 15.3 In the Event of Force Majeure, the Lessee shall continue to fulfil its rent obligations without exception or delay. Event of Force Majeure shall not serve as grounds for rent payment suspension or reduction, and the Lessee acknowledges that the Lessor's obligations under this Lease may be subject to the force majeure clause while the Lessee's rent payment obligation remains unaffected.
- 15.4 The affected party shall use all reasonable efforts to mitigate the effects of and overcome the Force Majeure Event.

16. INDEMNIFICATION

- 16.1 The Lessee hereby agrees to indemnify the Lessor in respect of all losses, claims, damages, costs and expenses that the Lessor or its employees or agents may suffer as a result of any misrepresentation by, or negligence of, the Lessee or its employees or agents, or as a result of any breach of this Lease by the Lessee.
- 16.2 Notwithstanding anything contained herein this Lease and without prejudice to the generality of clause 16.2, the Lessee undertakes that it shall, at its own cost and expense, defend, indemnify, protect and hold harmless the Lessor or its successors and assigns, from and against any and all claims arising out of or related to, (i) a breach of a covenant, representations or warranty set forth in this Lease, (ii) breach of its obligations under this Lease and/or (iii) the activities or omissions of the Lessee in connection with, or arising from the rights transferred to the Lessee under this Lease, including but not limited to, negligence, wrongful act or misrepresentation, errors, or omissions or any claims that may arise from third-parties for the Lessee's failure to develop and complete the works. The



indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensations or penalties.

16.3 In no event shall the Lessor be liable to the Lessee for any indirect (including loss of profit and business opportunities), incidental, consequential, punitive, or special damages arising here from or related hereto. The Lessor's total liability to the Lessee shall be excluded to the fullest extent permitted under law.

16.4 The Parties agree to act in a commercially reasonable manner that will serve to mitigate any and all losses that may be incurred by the other Party through the timely communication of any and all issues that may arise during the performance of their respective obligations under this Lease.

17. NOTICES

17.1 All notices or other communications to be given under this Lease shall be made in writing and shall either be delivered by hand or recognized courier (unless otherwise stated) or sent through email and shall be deemed to be duly given or made when delivered (in the case of personal delivery or courier delivery) or immediately upon being sent through email provided that a hard copy of such notice or communication is forthwith sent by a recognized courier company to such Party at its address specified against its name above, or at such other address as such Party may hereafter specify for such purpose to the other by notice in writing.

18. CONFIDENTIALITY

18.1 Except as otherwise required by law, the Parties shall keep confidential the terms and provisions of this Lease including the Schedules, provided however that the Parties may disclose such information to their directors, board committee members, trustees, prescribed officers, employees and agents, including accountants, legal counsel and other advisors, lenders and potential lenders, acquirers and potential acquirers and investors and potential investors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential pursuant to the terms hereof). If any Party is required by law to disclose any term of this Lease, it shall, to the extent legally permissible, notify the other parties and the Parties shall cooperate to obtain (to the extent practicable) confidential treatment for the matters disclosed. This Clause shall survive the expiration or termination of this Lease.



19. NO ASSIGNMENT

- 19.1 The Lessee shall not assign the whole or any part of this Lease or any benefit or interest in or under the contract without obtaining the written consent of the Lessor.

20. WAIVER AND NO AMENDMENT

- 20.1 No failure or delay by a Party in exercising any power, remedy, discretion, authority or other rights under this Lease shall waive or impair that or any other right of the relevant Party. No single or partial exercise of any right shall preclude its additional or future exercise. No such waiver shall waive any other right under this Lease. All waivers or consents given under this Lease shall only be in writing.
- 20.2 The Parties agree that this Lease or any part thereof shall not be amended unless made in writing with the mutual consent of both Parties.

21. GOVERNING LAW AND JURISDICTION

- 21.1 Governing Law: This Lease and all matters relating thereto shall be governed and construed in accordance with the laws of Islamic Republic of Pakistan.
- 21.2 Resolution of Dispute: In the event that a dispute arises between the Parties, representatives of each of the Parties having full authority to settle the dispute shall attempt in good faith to settle such Dispute by mutual discussions within a period of sixty (60) days after the date that the disputing Party gives written notice of the Dispute to the other Party.
- 21.3 Dispute Resolution: In the event any difference or dispute arising out of or in connection with the Lease between the Parties cannot be amicably resolved in accordance with clause 21.2 the same shall be referred to arbitration which shall be conducted in accordance with Arbitration Act, 1940 as amended or reenacted from time to time. The arbitration shall be conducted by a sole arbitrator appointed by the Lessor. The seat of arbitration shall be Lahore, and the language of arbitration shall be in English. Each Party shall individually bear the expenses of such Arbitration unless otherwise awarded by the Arbitrator. The decision/award announced pursuant to such Arbitration shall be conclusive and binding upon the Parties.

22. SEVERABILITY



- 22.1 If any provision of this Lease is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Lease and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding. The Parties further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable provision.

23. NO PARTNERSHIP

- 23.1 Nothing contained in this Lease shall form a partnership between the Parties, nor shall anything contained in this Lease constitute any of the Parties the agent of the others and none of the Parties shall hold itself out as being a partner or agent of the other.

24. TIME IS OF THE ESSENCE

- 24.1 Both parties agree that time is of the essence for this Lease.

25. COUNTERPARTS

- 25.1 This Lease may be signed in two counterparts and each counterpart taken together shall form one and the same instrument.

IN WITNESS WHEREOF this Lease has been executed by the Parties hereto, is intended to be, and is hereby delivered on the date first above written.



**Punjab Central Business District
Development Authority**
Government of The Punjab

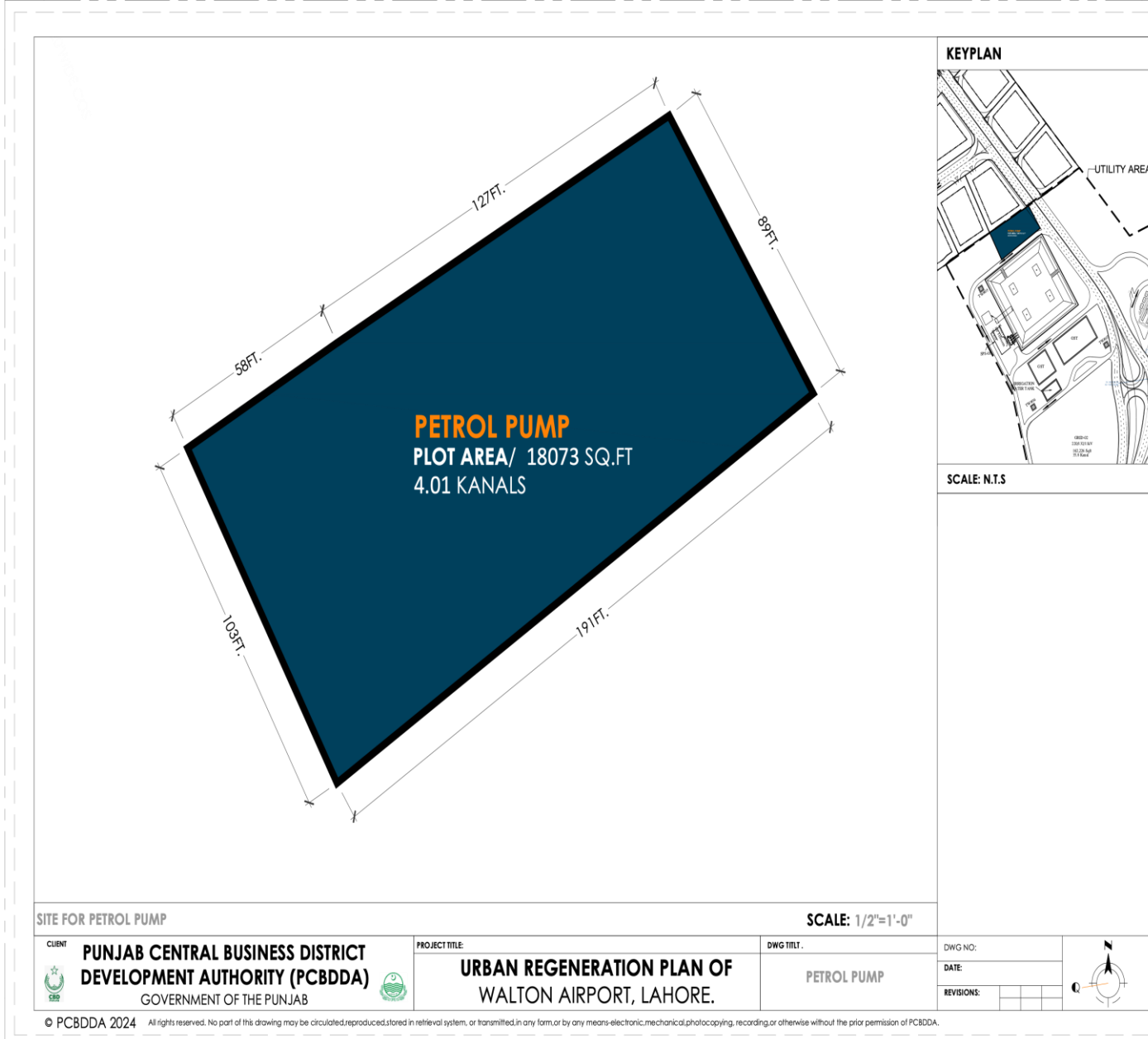


<p>For and on behalf of Punjab Central Business District Development Authority,</p> <p>Name: _____ Designation: _____</p> <p>WITNESSES</p> <p>1- Name: _____ Address: _____ CNIC: _____</p> <p>2- Name: _____ Address: _____ CNIC: _____</p>	<p><u>Signatures</u></p> <p>.....</p> <p><u>Signatures</u></p> <p>.....</p> <p>.....</p>
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<p>For and on behalf of [•],</p> <p>Name: _____ Designation: _____</p> <p>WITNESSES</p> <p>1- Name: _____ Address: _____ CNIC: _____</p> <p>2- Name: _____ Address: _____ CNIC: _____</p>	<p><u>Signatures</u></p> <p>.....</p> <p><u>Signatures</u></p> <p>.....</p> <p>.....</p>
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SCHEDULE A
Part I



SITE FOR PETROL PUMP

SCALE: 1/2"=1'-0"

 CLIENT PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY (PCBDDA) GOVERNMENT OF THE PUNJAB	 PROJECT TITLE URBAN REGENERATION PLAN OF WALTON AIRPORT, LAHORE.	DWG TITLE PETROL PUMP	DWG NO:	
			DATE:	

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Part II



Punjab Central Business District Development Authority

Government of The Punjab



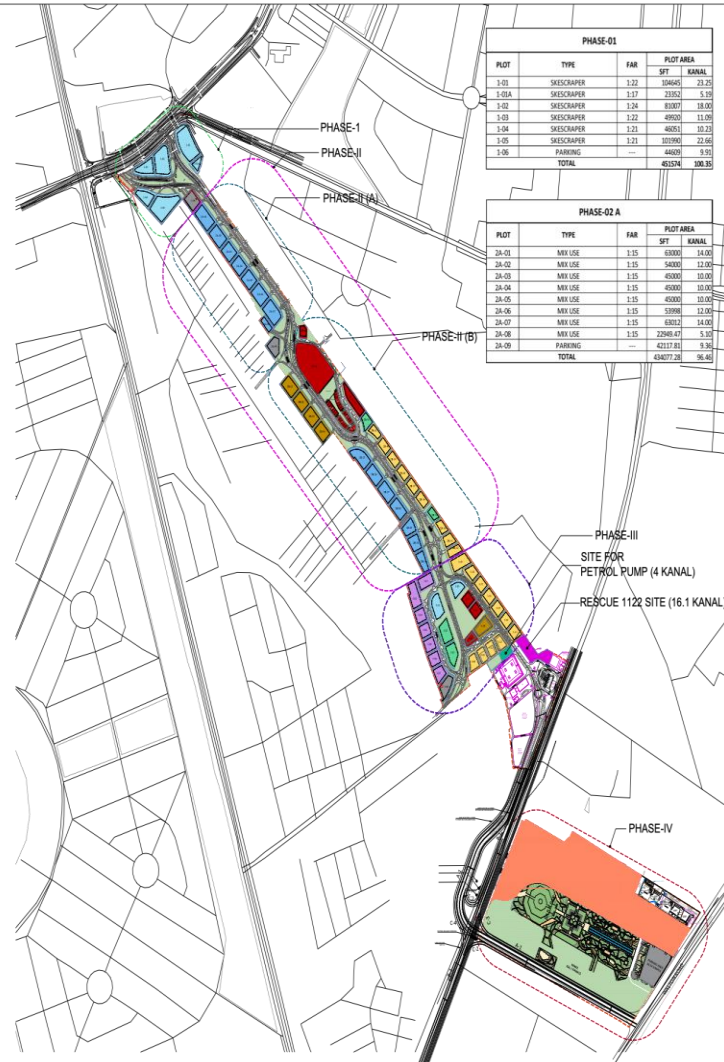
BUILDINGS			
TYPE	AREA	NO.	
	SFT	KANALS	
SKYSCRAPER	489270	110.84	8
MIXED USE	719781	158.8	15
RESIDENTIAL	863134	147.4	20
HOSPITALITY	236882	52.6	5
COMMERCIAL	418210	92.91	15
OFFICE BUILDINGS	276531	61.5	7
COMMUNITY FACILITIES	150873	33.53	4
PARKING	121619	29.3	3
CONSULATE ZONE	1677620	372.8	1
TOTAL	4773860	1,000.85	78

FEATURES			
TYPE	AREA	NO.	%
	SFT	KANALS	
PLOT AREA	4773860	1,000.85	45%
ROAD AREA	1329170	295.4	13%
LANDSCAPE / GREEN AREA	335244	75.44	33%
UTILITY AREA	95624	212.9	9%
TOTAL	1057229	2,338.38	100%

LAND-USE LEGEND

- SKYSCRAPER
Commercial Podium + Offices
- MIXED USE
Commercial podium + Offices + Residential
- RESIDENTIAL
Commercial GF + Residential
- HOSPITALITY
Hotels and Furnished Apartments
- COMMERCIAL
- OFFICE BUILDING
- COMMUNITY FACILITIES
- PARKING
- CONSULATE ZONE
- PETROL PUMP
- RESCUE 1122

Note:
Coordinate System: WGS 1984
UTM Zone 43N
Projection: Transverse Mercator
Datum: WGS 1984
Units: FEET



PHASE-01				
PLOT	TYPE	FAR	PILOT AREA	
			SFT	KANAL
1-01	SKYSCRAPER	1.22	39445	23.25
1-01A	SKYSCRAPER	1.17	71902	5.56
1-02	SKYSCRAPER	1.24	63087	18.00
1-03	SKYSCRAPER	1.22	49920	11.09
1-04	SKYSCRAPER	1.21	46951	32.23
1-05	SKYSCRAPER	1.21	103990	22.65
1-06	PARKING	---	44609	9.91
TOTAL			493274	100.35

PHASE-02 A				
PLOT	TYPE	FAR	PILOT AREA	
			SFT	KANAL
2A-01	MIX USE	1.15	63000	14.00
2A-02	MIX USE	1.15	54000	12.00
2A-03	MIX USE	1.15	45000	10.00
2A-04	MIX USE	1.15	45000	10.00
2A-05	MIX USE	1.15	45000	10.00
2A-06	MIX USE	1.15	53988	12.00
2A-07	MIX USE	1.15	68012	14.00
2A-08	MIX USE	1.15	220647	5.50
2A-09	PARKING	---	43117.81	9.36
TOTAL			434077.26	96.40

PHASE-02 B				
PLOT	TYPE	FAR	PILOT AREA	
			SFT	KANAL
2B-01	HOSPITALITY	1.07	49021	30.89
2B-02	HOSPITALITY	1.07	63000	30.00
2B-03	HOSPITALITY	1.07	63000	30.00
2B-04	HOSPITALITY	1.07	63000	30.00
2B-05	COMMERCIAL	1.05	20500	4.50
2B-06	COMMERCIAL (AZADI)	---	28,138	45.88
2B-07	COMMERCIAL	1.5-6.7	11,284	2.95
2B-08	COMMERCIAL	1.5-6.7	10,800	2.40
2B-09	COMMERCIAL	1.5-6.7	12,600	2.80
2B-10	COMMERCIAL	1.5-6.7	62,501	2.40
2B-10A	COMMERCIAL	1.5-6.7	6,526	1.54
2B-11-15	COMMERCIAL	1.05	195361	13.23
2B-16	COMMUNITY FACILITIES	1.02	25386	5.64
2B-17	MIX USE	1.12-3	16534	31.00
2B-18	MIX USE	1.12-3	30000	11.11
2B-19	MIX USE	1.12-3	30000	11.11
2B-20	MIX USE	1.12-3	30000	11.11
2B-21	MIX USE	1.15	20507	8.78
2B-22	MIX USE	1.15	40000	8.89
2B-23	MIX USE	1.15	40000	8.89
2B-24	RESIDENTIAL	1.14	32000	7.11
2B-25	RESIDENTIAL	1.14	32000	7.11
2B-26	RESIDENTIAL	1.14	32000	7.11
2B-27	RESIDENTIAL	1.14	32000	7.11
2B-28	RESIDENTIAL	1.14	32000	7.11
2B-29	RESIDENTIAL	1.14	32000	7.11
2B-30	RESIDENTIAL	1.14	32000	7.11
2B-31	RESIDENTIAL	1.14	32000	7.11
2B-32	RESIDENTIAL	1.14	32000	7.11
2B-33	RESIDENTIAL	1.14	32000	7.11
2B-34	RESIDENTIAL	1.14	32000	7.11
2B-35	COMMUNITY FACILITIES	1.02	24448	5.49
2B-36	RESIDENTIAL	1.08	32000	7.11
2B-37	RESIDENTIAL	1.08	32000	7.11
2B-38	RESIDENTIAL	1.08	32000	7.11
2B-39	RESIDENTIAL	1.08	32000	7.11
2B-40	RESIDENTIAL	1.08	32000	7.11
2B-41	RESIDENTIAL	1.08	32000	7.11
TOTAL			118976.16	304.80

PHASE-03				
PLOT	TYPE	FAR	PILOT AREA	
			SFT	KANAL
3-01	OFFICE BUILDING	1.07	44132	9.81
3-02	OFFICE BUILDING	1.07	56571	12.52
3-03	OFFICE BUILDING	1.07	30000	7.78
3-04	OFFICE BUILDING	1.07	30000	7.78
3-05	OFFICE BUILDING	1.07	30000	7.78
3-06	OFFICE BUILDING	1.07	30000	7.78
3-07	OFFICE BUILDING	1.07	30000	7.78
3-08	PARKING	---	44833	9.90
3-09	RESIDENTIAL	1.08	34722	7.72
3-10	RESIDENTIAL	1.08	33000	7.11
3-11	RESIDENTIAL	1.08	33000	7.11
3-12	RESIDENTIAL	1.08	33000	7.11
3-13	RESIDENTIAL	1.08	33000	7.11
3-14	RESIDENTIAL	1.08	33000	7.11
3-15	RESIDENTIAL	1.08	33000	7.11
3-16	RESIDENTIAL	1.08	33000	7.11
3-17	RESIDENTIAL	1.08	33000	7.11
3-18	RESIDENTIAL	1.08	33648	7.46
3-19	RESIDENTIAL	1.08	52688	11.77
3-20	SKYSCRAPER	1.17	38574	8.46
3-21	SKYSCRAPER	1.17	54231	12.05
3-22	COMMUNITY FACILITIES	1.02	52120	11.58
3-23	COMMUNITY FACILITIES	1.02	48611	10.87
3-24	COMMERCIAL	1.01	29570	5.57
3-25	HOSPITALITY	1.07	53871	11.75
3-26	COMMERCIAL	1.01	30000	6.81
3-27	COMMERCIAL	1.01	30000	6.81
TOTAL			1076260	238.28

PHASE-04				
PLOT	TYPE	FAR	PILOT AREA	
			SFT	KANAL
4-01	CONSULATE ZONE	4	1677620	372.80
TOTAL			1677620	372.80

CLIENT PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY GOVERNMENT OF THE PUNJAB	© PCBDDA 2024 All rights reserved. No part of this drawing may be circulated, reproduced, stored in retrieval system, or transmitted in any form or by any means-electronic, mechanical, photocopying, recording or otherwise without the prior permission of PCBDDA.	DEPUTY DIRECTOR URBAN PLANNING	SIGNATURE: _____ EXECUTIVE DIRECTOR TECHNICAL	SIGNATURE: _____ PROF. DR. SHAHEER MEHMOOD (MEMBER)	SIGNATURE: _____ CHIEF EXECUTIVE OFFICER	PROJECT TITLE: URBAN REGENERATION PLAN OF WALTON AIRPORT, LAHORE. AMENDMENT NO. 02	SCALE: N.T.S YEAR: 2024	
		DIRECTOR ARCHITECTURE & PLANNING	SIGNATURE: _____ SUMAIRA ABD (MEMBER)	SIGNATURE: _____ ZAHED USMAN (MEMBER)	SIGNATURE: _____			



**Punjab Central Business District
Development Authority**
Government of The Punjab



SCHEDULE B

Annexure F
Sample Petrol Layout Design

