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GOVERNMENT OF THE PUNJAB
RAWALPINDI DEVELOPMENT AUTHORITY
Murree Road, Liaquat Bagh
RAWALPINDI

Dated, 16th Sept, 2020

Notification

No. EMD/Regulations,2020/315/RDA. In exercise of the powers conferred under section 21 of the Management & Transfer of properties by Development Authorities Act, 2014 (Act XIX of 2014), the Rawalpindi Development Authority is pleased to make the following Regulations:

**AUCTION OF COLLECTION / LEASE RIGHTS OF RDA OWNED PROPERTIES
REGULATIONS, 2020**

1. **Short title and commencement:**

a) These Regulations may be called "Auction of Collection/Lease Rights of RDA Owned Properties Regulations, 2020".

b) They shall come into force at once.

2. **Definitions: (1)** In these Regulations, unless the subject or context otherwise requires, the following expressions shall have the meanings hereby respectively assigned to them, that is to say:

a) **"Act"** means the Management and Transfer of Properties by Development Authority Act, 2014.

b) **"Authority"** means the Rawalpindi Development Authority.

c) **"Committee"** means the Auction Committee which shall comprise of the following officers:-

- | | | |
|-------|---------------------------|------------|
| (i) | Director (LD & EM), RDA | (Convener) |
| (ii) | Director (MP & TE), RDA | (Member) |
| (iii) | Director (Engg), RDA | (Member) |
| (iv) | Dy. Director (EM), RDA | (Member) |
| (v) | Dy. Director Finance, RDA | (Member) |

(d) **"Competent Authority"** means the Director (LD&EM), RDA.

(e) **"Earnest Money"** means the money deposited by the potential bidders at the time of submission of their bid, **which shall be 30% of one year's reserve price.**

(f) **"Government"** means the Government of Punjab.

(g) **"Lease Agreement"** means the lease agreement entered into between the Authority and the successful bidder in respect of the auctioned property.

(h) **"Lease Holder"** means the successful bidder who has signed the lease agreement with the Authority in respect of the Property auctioned under these Regulations.

(i) **"Price Assessment Committee"** means the committee appointed by the authority from time to time.

(j) **"Property"** means a plot, a building, an immoveable Property or a site and includes earth, water, Air, above, below, or on the surface, and any improvements in the structure customary regarded as land, and benefits arising out of land, and things attached to earth or permanently fastened to the earth, which are used for marquee sites, parking plaza/sites, apartments, community centers, roof tops and shops located in constructed plazas or any other usage as determined by the Authority.

(k) **"Reserve price"** means the bid starting price of the Property to be auctioned under these Regulations, as determined by the Price Assessment Committee.

(l) **"Successful Bidder"** means the potential Lease Holder who has been issued the bid acceptance letter by the competent authority in respect of the Property auctioned under these Regulations.

(2) Words and expressions used in these Regulations but not herein defined shall have the same meanings as are assigned to them in the Act.

3. **Mechanism:**

(a) Auction shall be conducted as provided under section (7) of the Act.

(b) The Director Estate Management shall prepare and publish, in terms of section 12 of the Act, a Public Notice in this behalf, which shall contain the description of the Property, specific use of the Property, the reserve price, earnest money, material terms and conditions of the auction and any other information/details which is deemed necessary.

4. **Terms and Conditions:** The terms and conditions of the auction will be as under:

(1) **The period of the lease shall be minimum for the one (1) year and maximum for three (03) years**, which period of lease shall be determined by the Committee and will be mentioned in the notice published for auction.

(2) At the time of the auction of the Property, the potential bidders shall deposit the earnest money in the shape of cash or pay order in the name of the **Director General, RDA.**

(3) The lease term of the Property shall start from date of Lease Agreement after the approval of bid by the competent authority.

(4) The highest bid shall be approved by the competent authority within 15 days of auction on recommendation of the committee, who can reject the bid without assigning any reason. A letter conveying acceptance or rejection of the bid shall be issued within Ten (10) days of the decision by the Authority. The earnest money deposited by the unsuccessful bidder shall be refunded to him **with the rejection letter**.

(5) **The Successful bidder shall pay 35% of one year's approved lease money within ten (10) working days of the issuance of the acceptance letter of auction** by the competent authority (the "Bid Acceptance Letter"), after adjusting the earnest money already deposited , as a security. This security shall be refunded to the successful bidder after the expiry of the lease term, after getting necessary clearance from IESCO and other utility companies, and after deductions of any outstanding fee, dues etc. from the same.

(6) In addition to the security deposit, the successful bidder shall also pay installment of one month in advance, which shall be adjusted as rent of last month of the Lease.

(7) The Successful Bidder shall also pay monthly in advance the lease money for the remaining period along with 10% increase per annum on the existing lease money within Ten (10) days from the effective date each month. In case of default in timely payment of the lease money or any payment under the lease agreement or these Regulations, **the surcharge at the rate of 1.45% per day shall be applicable on the defaulted amount. In case** the default in such payment continues for more than three months, the lease shall be deemed to have cancelled and the Property shall be resumed in favor of the authority.

(8) The Successful Bidder shall execute a Lease agreement with the authority, through its authorized representative, before taking possession of the Property. The lease agreement shall be based upon the terms and conditions mentioned herein. A copy of the draft of the lease agreement shall be provided to the successful bidder along with the bid acceptance letter. After payment of the one month advance installment. The successful bidder shall submit the lease agreement, printed on stamp papers having applicable stamp duty under the Stamp Act 1899 within Seven (07) days of the issuance of the bid acceptance letter. The successful bidder shall sign the lease agreement, and get it registered with the concerned Sub-registrar /Rent controller under the applicable laws and at his own expense.

(9) Before or at the time of execution of the agreement, the successful bidder shall handover the signed cheques, in advance, of each monthly lease money payable by the successful bidder, as a guarantee, to the office of concerned Director Estate Management.

(10) After signing the lease agreement, the Lease Holder shall be responsible for the payment of all the utility bills of the Property during the lease term.

(11) If the lease involves the charging of any kind of fee (i.e parking fee etc), the Lease Holder shall be bound to receive the same according to the rates approved by the committee. Such fees/rates shall be displayed by the Lease Holder on the prominent place on the Property.

(12) The Lease Holder shall be responsible for any type of damage caused to the Property during the lease term and shall pay for the damages as and when demanded by the competent authority. Moreover, the authority shall not be responsible for damages caused due to unforeseen incidents in which there is no involvement of the authority. The Lease Holder shall also bear the damages caused due to his negligence such as theft of any vehicle, fire incidents, deaths etc.

(13) The Lease Holder shall be responsible for the appointment of personnel looking after the affairs related to the nature of use of Property, while the authorities reserve the rights to raise objection on the appointment of any person whose conduct/act is unreasonable. On such objection the Lease Holder shall be bound to remove such person from the duty forthwith.

(14) The Lease Holder cannot transfer the rights or interest in the Property to a third party whether partial or complete.

(15) The Lease Holder shall have no right to use the Property for any other purpose apart from the specified purpose.

(16) The authority shall have the right to inspect the Property and check the rates being received at any time, and a penalty to upto Rs. 10,000/- per day on each violation can be imposed by the competent authority.

(17) The Lease Holder shall be responsible for the deputation of the security personnel for the protection of the Property and its allied facilities such as generators & lift from theft or any terrorist activity and shall bear expenses on their maintenance.

(18) After the expiry of the term, the Lease Holder shall cease to run any business or receive any fees, remove his personnel, and hand over the possession of the Property to the authority. In case of his failure, the authority shall take the possession at the risk and cost of the Lease Holder.

(19) The right of first refusal (right to match the highest bid) shall be given to existing (valid) lease holder (s) of the particular property. The existing lease holder (s) shall match the highest bid within 05 days of the auction, provided he participate in bidding process.

(20) The Lease Holder shall be responsible for timely payment of all Government duties and taxes levied from time to time.

(21) The Lease Holder will obtain permission/license for the purpose of running his business from the concerned departments and will ensure to take all safety measures/ standards set out by related laws.

(22) The Lease Holder shall also be responsible for affixation of informatory symbols/signboards approved by relevant agencies / departments for the information of public.

(23) In case of violation of any of the terms and conditions, lease shall be cancelled, the earnest money shall be forfeited and the Property shall again be put to auction to which the Lease Holder shall have no objection.

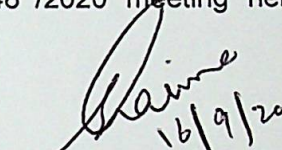
(24) The Lease Holder shall not make any addition/alteration to the building.

(25) The Lease Holder shall be responsible for provision of uninterruptable services such as cleanliness, horticulture, electricity, sewerage etc, and shall also take steps for anti-dengue sprays, Covid -19 SOPs etc.

(26) In case of any violation by the Lease Holder, the Director Estate management shall issue notice for its redressal. The Lease Holder shall inform the authority after taking necessary steps for rectification of any default/violation within a period of seven days otherwise the authority shall be at liberty to take action.

(27) In case of any dispute, Director General or the officer nominated by him shall act as the sole arbitrator whose decision shall be final and will not be challenged by either of the parties.

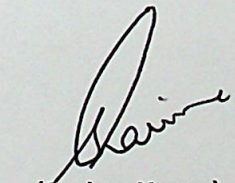
(This is being issued by the orders of RDA Authority in its 48th/2020 meeting held on 10.07.2020).


(Saaima Yunus)
Director Estate Management
Rawalpindi Development Authority
Rawalpindi

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A Copy is forwarded for information and necessary action to:

1. All the Directors of RDA (UD Wing), Rawalpindi.
2. PSO to Chairman, RDA Rawalpindi.
3. PS to DG RDA Rawalpindi.
4. File.


(Saaima Yunus)
Director Estate Management
Rawalpindi Development Authority
Rawalpindi