



## LEASE FOR ATM SPACES IN BRT BUS STATIONS PESHAWAR

TransPeshawar, 1<sup>st</sup> Floor, KPUMA Building, Main BRT Depot, Chamkani, Peshawar Phone: 091-2621393

Terminal ID (Off use only)	Date of Request	ATM Brand	ATM Model
Name of service provider:			
Type of service provider (Sole Proprietor/Firm/Company/Bank):			
Address:			
Telephone:			
Email Address:			
Years in Business:			
Installation Location:			
List Desired Location:			
<div> <div></div> <div>Signature of Applicant</div> </div>			
Checklist of documents:			
<ol style="list-style-type: none"> <li>Complete application form.</li> <li>CNIC (In case of individual)/Certificate of registration (In case of firm/company/Bank) (Attach Copy).</li> <li>Registered with FBR and on reflected on Active Tax Payer List (ATL); (Attach copy)</li> <li>Registered with Khyber Pakhtunkhwa Provincial Revenue Authority in sale tax on services; (Attach copy)</li> <li>An affidavit on stamp paper to the effect that the service provider has not been blacklisted by any Federal or Provincial Public Entity.</li> </ol>			

**Tel:** +92 91 2621393-5      **Web:** [www.transpeshawar.pk](http://www.transpeshawar.pk)      **Email:** [info@transpeshawar.pk](mailto:info@transpeshawar.pk)



**TransPeshawar** (The Urban Mobility Company)

A company set up under section 42 of the Companies Act, 2017

**LIST OF POTENTIAL LOCATIONS FOR ATM SPACES**

	<b>&gt;5000 Ridership</b>
<b>St#</b>	<b>STATION NAME</b>
08	Hashtnagri
09	Malik saad shaheed
10	Khyber Bazar
15	Sadar Bazar
20	Abdara Road
22	UOP
24	Board bazar
31	Karkhano Market

	<b>&lt;5000 Ridership</b>
<b>St#</b>	<b>STATION NAME</b>
01	Mall of Chamkani
02	Sardar Gardhi
03	Chughal Pura
04	Faisal Colony
05	Old Haji Camp
06	Lahore Adda
07	Gulbahar Chowk
11	Shoba Bazar
12	Dabgiri Gardens
13	Railway Station
14	FC Chowk
16	Mall Road
18	Tehkal Payan
19	Tehkal Bala
21	University Town
23	Islamia College
25	Mall of Hayatabad
26	Bab-e-Peshawar
27	Phase 3
28	Tatara Park
29	PDA
30	Hospital Chowk

**Address:** 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, GT Road, Chamkani, Peshawar KPK, Pakistan.

**Tel:** +92 91 2621393-5

**Web:** [www.transpeshawar.pk](http://www.transpeshawar.pk)

**Email:** [info@transpeshawar.pk](mailto:info@transpeshawar.pk)

## **LEASE AGREEMENT**

THIS AGREEMENT OF LEASE/TENANCY is made at Peshawar, on this \_\_\_\_\_ day of January, 2021.

### **Between**

TransPeshawar through its the Chief Executive Officer, having its registered office at Second floor, KPUMA Building near Northern bypass, GT Road, Peshawar, Pakistan (hereinafter referred to as the Lessor, which expression where the context so require shall mean and include; assignee, authorized and/or legal representatives, wherein party of the **First Part**.

### **AND**

\_\_\_\_\_ having its registered office \_\_\_\_\_, hereafter referred to as **the Lessee**, which expression where the context so require shall mean and include their executors, administrator legal representatives and assigns, of the second part, through \_\_\_\_\_, hereinafter called the Lessee, party of the **Second Part**.

**WHEREAS** the First Part is desirous to have ATM installed at \_\_\_\_\_ to facilitate the general public and earn revenue from rentals of Second Part under agreed terms and conditions of the Agreement.

**WHEREAS**, \_\_\_\_\_ intends to use the premises allotted for an ATM measuring of maximum 30 square feet. And;

Whereas, TransPeshawar has agreed to provide the premises to \_\_\_\_\_, upon conditions agreed between both the parties.

**Now, therefore**, this agreement is executed upon the terms and conditions explained as under.

### **TERMS AND CONDITIONS:**

#### **I. Roles and Responsibilities**

##### **1. First Part Shall: -**

- 1.1 Handover the Second Part possession of the said rental space for installation and operation of ATM including allied facilities such as antenna, waste bin etc.
- 1.2 Have the right to take possession of rental space if requires for BRT operational purposes or affecting operation of bus operation or circulation of passengers or hygiene of BRT Station.
- 1.3 Disconnect electricity of ATM machine, if Second Part fails to pay advance deposit and/or comply with instructions of TransPeshawar.
- 1.4 Give access to the Second Part for the installation of ATM and allied equipment at BRT station.
- 1.5 Not be responsible for damage and / or malfunctioning of equipment or allied facility due to whatsoever reason.
- 1.6 Provide electricity connection to the Second Part from Station without charging for electricity consumption cost. Installation cost shall be responsibility of Second Part.
- 1.7 Have the right to finalize location of installation of ATM at Station keeping the scenario of BRT operations in view.
- 1.8 Remove or restrict movement of staff to BRT station for ATM maintenance or other activity if TransPeshawar raised objection on such staff.
- 1.9 Issue the SOP through Notice for regulating affairs between TransPeshawar and Second Part.

## **2. Second Party Shall: -**

- 2.1 Deposit six-month advance payment/rental of lease in favor of Chief Executive Officer TransPeshawar. Upon completion of six months, the advance for next period (six-month) shall be deposited one month prior to expiry of previous six-month period. (The mode of payments would be defined by the First Part.
- 2.2 That this Lease Agreement shall be signed within ten (10) days of Letter of Intimation from TransPeshawar upon acceptance of application.
- 2.3 Be responsible for all costs related to installation of ATM including electrical wires, cable trays, pipes, breakers, communication cable, ATM enclosure, alteration requires in existing electrical equipment etc. Second Part shall also be responsible for restoration of structure to original shape in case of damage or effected during ATM installation.
- 2.4 Be responsible for prior approval of installation plans from First Part and shall be responsible for damage to infrastructure/ facilities of First Part during installation/ operation.
- 2.5 Execute required improvements (holes, piping, welding, cutting, replacement, railing etc.), and clear the site from all debris and restore the structure to original condition during the performance of his duties/ installation.
- 2.6 Not use the space for commercial advertisement or any other purpose except ATM usage.
- 2.7 Be responsible for dispose of ATM waste/trash, water etc. on regular interval to keep premises clean and tidy all times.
- 2.8 Be responsible for security of ATM and cash.
- 2.9 Be responsible for observance of all rules, regulation and instruction of First Part.
- 2.10 Not travel without fare or facilitate staff to travel without fare.
- 2.11 Remove staff within 24 hours of such notice by First Part without assigning any reason.
- 2.12 Responsible for repair of equipment, infrastructure etc. damage by Second Part within 14 days of such notice by First Part.
- 2.13 Not keep / store any dangerous substance which is also harmful to the human.
- 2.14 Shall take insurances for all their liabilities for safety and security of equipment, cash etc.
- 2.15 Vacate and return peaceful possession at the termination of agreement and shall remove all installation. The First Part property shall be return and/or repaired to original state.
- 2.16 Comply and abide by all the Laws, Rules and Regulations of the Government (Federal or Provincial), regulators and statutory entities/ bodies of Pakistan.

## **II. Settlement of Disputes**

- i. Both parties shall amicably resolve any disagreement or disputes arising between them in connection with this agreement or its interpretation by direct informal negotiations.
- ii. If any dispute, or controversy shall arise between Parties relating to the interpretation or application of this Agreement and which cannot be settled amicably, the matter in dispute shall be referred to MD KPUMA whose decision will be binding on Parties.
- iii. In case of failure of Para (ii) above, the matter/dispute shall be referred arbitration under the law of Arbitration Act 1940.

## **III. Effectiveness and Duration of Contract**

- i. Unless otherwise agreed between the parties, the agreement shall be effective from the date of signature for a period of one (01) year from the date of its effectiveness.
- ii. This agreement may be extended for a further term as agreed by both the parties in writing on revised Terms and Condition, if required one month prior to expiry.

**IV. Breach, Penalty and Termination**

- i. If the Second Part commits a material breach of this Agreement and fails to remedy the breach within seven (07) Business Days after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC then TPC shall be entitled to impose penalty up to maximum amount equal to 10 % of the value of annual rentals.
- ii. In addition to and without prejudice to any other right it (First Part) may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Second Part and in either event, to recover such damages as it may have sustained. For purposes of this Agreement, a material breach shall include but not be limited to failure of Second Part to pay six-month advance payment of lease, discontinuity of ATM service and/or issuance of three Notices in month for violation under the Agreement on same or multiple issues impacting the vary purpose of this Agreement.

**V. Amendment (s)**

Through mutual consultation the lease agreement read with its terms and conditions, between the Parties may be amended and otherwise adjusted with the change of circumstances and legal reviews and updates.

**V. Termination for Convenience**

Either Part can terminate contract with two-month advance notice to the other Part without assigning of any reason. In such case, rent for un-utilized period will be returned to Second Part.

**VI. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been duly given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party at the following address:

**For First Part:**

Chief Executive Officer, Second Floor, KPUMA Building, Near Northern Bypass, G.T Road Peshawar, Pakistan.  
Office Tel No: +92 91 2621393;      Email: info@transpeshawar.pk

**For Second Part:**

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**VII. Entry into Force**

This Agreement shall come into force and effect upon signature by both parties.  
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives in copies in the city of on the day and year first above written.

\_\_\_\_\_  
**First Part**  
Name:  
Designation: Chief Executive Officer  
Company: TransPeshawar (The Urban Mobility Company)

\_\_\_\_\_  
**Second Part**  
Name:  
Company:

**WITNESSES:**      1. \_\_\_\_\_      2. \_\_\_\_\_

Name:\_\_\_\_\_.

Name:\_\_\_\_\_.

CNIC:\_\_\_\_\_.

CNIC:\_\_\_\_\_.