



TRANS PESHAWAR
The Urban Mobility Company

Addendum No. 1

LEASE OF ATM SPACES IN BRT BUS STATIONS PESHAWAR

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LEASE FOR ATM SPACES IN BRT BUS STATIONS PESHAWAR

THIS ADDENDUM WILL FORM PART OF THE ORIGINAL APPLICATION DOCUMENTS FOR LEASE OF ATM SPACES

LEASE AGREEMENT (Revenue Sharing Model)

THIS AGREEMENT OF LEASE/TENANCY is made at Peshawar, on this _____ day of _____, 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 _____, hereafter 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 36 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 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 submit monthly share of OFF-US cash withdrawal transaction payment 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 Have the right to finalize location of installation of ATM at Station keeping the scenario of BRT operations in view.
- 1.7 May make alterations or repairs to the Building or the Land in its absolute discretion in the vicinity of the Site but must use its best endeavors to minimize any interruption and disturbance to the use of the ATM and the Site.

- 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 Submit one-time security amount of Rs. 50,000/- per ATM in the name of CEO TransPeshawar which shall be released at the expiry/termination of lease agreement after due clearance.
 - 2.2 Submit 50% monthly share of OFF-US Cash withdrawal Transaction payment from use of ATM in favor of Chief Executive Officer, TransPeshawar supported with statement of transactions by the 10th of each month.
 - 2.3 Shall be responsible to install and operate ATM within six months of signing of lease agreement. In case of non-compliance, TPC will forfeit the deposited one-time security amount and terminate contract without serving any notice.
 - 2.4 Be responsible for installation of calibrated/PESCO approved KWH Check meter(s) and associated cabling required for the ATM.
 - 2.5 Be responsible for payment of Electricity charges on monthly basis by the 10th of each month. The total electricity consumptions will be updated as per changes in fuel adjustment rate, NEPRA rate, and GST only. Applicable per unit rate for Commercial facility is as per following formula:

$$= \text{Applicable per unit rate for Commercial facility as per NEPRA plus Generator fuel adjustment charges @ Rs.3 per unit} \times \text{Total units consumed} \times \text{applicable GST} = [24.5 (\text{Unit Rate (3)} + \text{NEPRA Rate (21.5)}) \times \text{Total units consumed}] \times 1.175 (\text{GST})$$
 - 2.6 That this Lease Agreement shall be signed within ten (10) days of Letter of Intimation from TransPeshawar upon acceptance of application.
 - 2.7 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.
 - 2.8 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.
 - 2.9 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.
 - 2.10 Not use the space for commercial advertisement or any other purpose except ATM usage. If requested by the Second Part, permission may be granted by the first part to display logos and trade mark signs of affiliated banks on the ATM space.
 - 2.11 Be responsible to outsource its obligations under this agreement to a third party without the prior written consent of the First part, but any service contract entered into by the Second Part must strictly conform with the First Part's security and other requirements for access to the Site.
 - 2.12 Be responsible for dispose of ATM waste/trash, water etc. on regular interval to keep premises clean and tidy all times.
 - 2.13 Be responsible for security of ATM and cash.
 - 2.14 Be responsible for observance of all rules, regulation and instruction of First Part.
 - 2.15 Not travel without fare or facilitate staff to travel without fare.
 - 2.16 Remove staff within 24 hours of such notice by First Part without assigning any reason.
 - 2.17 Responsible for repair of equipment, infrastructure etc. damage by Second Part within 14 days of such notice by First Part.
 - 2.18 Not keep / store any dangerous substance which is also harmful to the human.
 - 2.19 Shall take insurances for all their liabilities for safety and security of equipment, cash etc.

- 2.20 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.
- 2.21 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 and extendable on yearly basis up to a maximum of (03) years 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 Rs. 5000 per instance which will deducted from security deposited.
- 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 monthly share of OFF-US Cash withdrawal Transaction payment from use of ATM, 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.

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:

.....

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:_____.



LEASE FOR ATM SPACES IN BRT BUS STATIONS PESHAWAR

TransPeshawar, 1st 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 (Party/Individual/Bank):			
Address:			
Telephone:			
Email Address:			
Years in Business:			
Installation Location:			
List Desired Location:			
<div style="border-bottom: 1px solid black; height: 20px; width: 25%; margin-bottom: 5px;"></div> Signature of Applicant			
Checklist of documents:			
<ol style="list-style-type: none"> 1. Complete application form along with application fee of Rs. 5000/- (Non-refundable) in shape of Demand Draft (DD) or applicable financial instrument in the name of “CEO TransPeshawar”. After approval, the successful service provider i.e., Party/Individual/Bank shall be issued an offer letter and he/she bound to sign a contract with TransPeshawar and submit Rs. 50,000/- as security deposit within (10) ten days of issuance of offer letter failing which, the application shall stand withdrawn. 2. CNIC (In case of individual)/Certificate of registration (In case of firm/company/Bank) (Attach Copy). 3. Registered with FBR and on reflected on Active Tax Payer List (ATL); (Attach copy) 4. Registered with Khyber Pakhtunkhwa Provincial Revenue Authority in sale tax on services; (Attach copy) 5. An affidavit on stamp paper to the effect that the service provider has not been blacklisted by any Federal or Provincial Public Entity. 			

Tel: +92 91 2621393-5 **Web:** www.transpeshawar.pk **Email:** info@transpeshawar.pk

St#	STATION NAME
1	Mall of Chamkani
2	Sardar Gardhi
3	Chughal Pura
4	Faisal Colony
5	Old Haji Camp
6	Lahore Adda
7	Gulbahar Chowk
8	Hashtnagri
9	Malik saad shaheed
10	Khyber Bazar
12	Dabgiri Gardens
13	Railway Station
14	FC Chowk
15	Sadar Bazar
16	Mall Road
18	Tehkal Payan
19	Tehkal Bala
20	Abdara Road
21	University Town
22	UOP
23	Islamia College
24	Board bazar
25	Mall of Hayatabad
26	Bab-e-Peshawar
27	Phase 3
28	Tatara Park
29	PDA
30	Hospital Chowk
31	Karkhano Market