

TERMS & CONDITIONS

1. The successful party shall submit one-time quarterly rent as a security in the name of CEO TransPeshawar which shall be released at the expiry of lease agreement after due clearance.
2. The successful party shall submit rent on quarterly advance basis.
3. Lease agreement shall be for a period of 3 years and extendable for another 3 years by mutual agreement of both parties.
4. Bidders shall be required to quote their bids for monthly rent of the premises/shops being auctioned.
5. The highest quoted bid shall be submitted to CEO TransPeshawar for approval who shall reserve the right to accept or reject the bid on cogent reason(s).
6. The successful party shall submit 25% of annual rent on the day of auction.
7. After approval, the successful bidder shall be issued an offer letter and he/she shall bound to sign a contract with the TransPeshawar within seven working days of issuance of offer letter failing which, the offer shall stand withdrawn and 25% deposited money will be forfeited in favor of TransPeshawar.
8. Upfront paid 25% of annual rent shall be adjusted as advance quarterly rent and possession shall be handed over only after carrying out lease agreement.
9. Commencement of rent period shall be counted from the date of signing of lease agreement.
10. The quarterly agreed rent shall be payable by the 5th day of the start of each quarter failing which, surcharge shall be levied as per following rate:
 - a. PKR. 500 per day for delay by 30 days from the 5th day of each quarter.
 - b. PKR. 1000 per day for delay by 31 to 60 days from 5th day of each quarter.
 - c. PKR. 1500 per day for delay by 61-90 days from the 5th day of each quarter.
 - d. More than 90 days shall lead to cancellation of lease agreement and forfeiture of security.
11. The rent shall increase at the rate of 10% for each subsequent year till the expiry of the contract.
12. The lessee will not be allowed to sub-let the rights of lease to any other party.
13. The lessee shall be bound to pay all applicable Provincial and Federal Government taxes himself.
14. The lessee shall not be allowed to carry out any permanent structural changes in the premises.
15. The lessee will be responsible to pay all electricity charges. TransPeshawar will provide uninterrupted power supply from PESCO and Generator provided at stations. TransPeshawar has also installed Smart Energy Management/ metering system for these facilities. The lessee shall purchase in advance prepaid unit from TransPeshawar in accordance with their energy demand based on least monthly consumption units. Each shop shall have separate meter reading. First month consumption shall be estimated by TPC while subsequent unit purchase shall be as per the last month consumption.
16. In case of any man made or natural calamity, the lessee will not be entitled to the claim of compensation etc.
17. TransPeshawar shall reserve the right of inspecting the premises through its authorized officer/official at any appropriate time.
18. In case of non-compliance of any of the above clauses, the lease agreement shall be liable to cancellation and forfeiture of security in favor of TransPeshawar.
19. The lessee shall not be permitted any business within the premises which is illegal or which may be or become a nuisance, annoyance, inconvenience, disturbance to lessor and general public or affecting adversely BRT image / operation.

شرائط وضوابط

- 1- کامیاب بولی دہندہ کو یکبارگی سہ ماہی کرایہ بطور رضامنت بنام چیف ایگزیکٹو آفیسر، ٹرانس پشاور جمع کروانا ہوگا جو کہ لیز کے معاہدے کے اختتام پر واجب الادا رقم کی ادائیگی کے بعد واپس کر دیا جائے گا۔
- 2- کامیاب بولی دہندہ کو سہ ماہی بنیادوں پر پیشگی کرایہ جمع کروانا ہوگا۔
- 3- لیز کا معاہدہ عرصہ 3 سال پر مشتمل ہوگا اور فریقین کی باہمی رضامندی کی صورت میں مزید 3 سال کیلئے قابل توسیع ہوگا۔
- 4- بولی دہندگان کو نیلام کیلئے پیش کردہ دکانوں / احاطہ کے ماہانہ کرایہ کیلئے پیشکشیں کرنا ہوں گی۔
- 5- سب سے زیادہ لگائی گئی بولی چیف ایگزیکٹو آفیسر، ٹرانس پشاور کو منظوری کیلئے پیش کی جائے گی جو کہ مناسب وجوہات کی بنیاد پر بولی کو قبول یا رد کرنے کا اختیار رکھتے ہیں۔
- 6- کامیاب بولی دہندہ کو بولی کے روز سالانہ کرایہ 25 فیصد ادا کرنا ہوگا۔
- 7- منظوری کے بعد کامیاب بولی دہندہ کو آفر لٹر کا اجراء کیا جائے گا اور بولی دہندہ کو 7 ایام کے اندر اندر ٹرانس پشاور کے ساتھ لیز کا معاہدہ حاصل کرنا ہوگا بصورت ناکامی پیشکش منسوخ تصور ہوگی اور پیشگی ادا کردہ 25 فیصد رقم بحق ٹرانس پشاور ضبط کر لی جائے گی۔
- 8- 25 فیصد سالانہ کرایہ کو سہ ماہی کے ایڈوانس کی صورت میں ایڈجسٹ کیا جائے گا۔ لیز کے معاہدے کے حصول پر ہی قبضہ دیا جائے گا۔
- 9- کرائے کے دورانیہ کا آغاز معاہدہ پر دستخط ہونے کے روز سے تصور کیا جائے گا۔
- 10- معاہدہ میں طے کردہ سہ ماہی کرایہ کی ادائیگی ہر سہ ماہی کے آغاز سے پانچویں روز تک کرنا ہوگی بصورت دیگر درج ذیل ترتیب سے جرمانہ عائد کیا جائے گا۔
 - (الف) ہر سہ ماہی کے پانچویں روز سے تیس (30) روز تک تاخیر پر 500 روپے یومیہ
 - (ب) ہر سہ ماہی کے پانچویں (5) روز سے اکتیس (31) تا ساٹھ (60) روز تک تاخیر پر 1000 روپے یومیہ
 - (ج) ہر سہ ماہی کے پانچویں (5) روز سے اکٹھ (31) تا نوے (90) روز تک تاخیر پر 1500 روپے یومیہ
 - (د) نوے (90) روز سے زیادہ تاخیر کی صورت میں لیز کا معاہدہ منسوخ تصور ہوگا اور رضامنت ضبط کر لیا جائے گا۔
- 11- معاہدے اختتام تک کرایہ میں ہر سال 10 فیصد اضافہ کیا جائے گا۔
- 12- کرایہ داران کو کرایہ کے حقوق کسی دوسرے کو تفویض کرنے کی اجازت نہ ہوگی۔
- 13- کرایہ دار صوبائی اور وفاقی حکومت کے لاگو کردہ تمام ٹیکسز بذات خود ادا کرنے کا ذمہ دار ہوگا۔
- 14- کرایہ دار کو احاطہ میں کسی قسم کی تعمیراتی تبدیلی کرنے کی اجازت نہ ہوگی۔
- 15- کرایہ دار کو بجلی کے تمام چار جز ادا کرنے ہونگے۔ ٹرانس پشاور پوسکو اور اسٹیشنز پر نصب جزیرے سے بلا قطل بجلی فراہم کرے گی۔
- ٹرانس پشاور کی جانب سے ان سہولیات کیلئے سمارٹ انرجی مینجمنٹ / میٹرنگ سسٹم بھی نصب کیا گیا ہے۔
- کرایہ دار کو ٹرانس پشاور سے گزشتہ ماہ میں استعمال کردہ یونٹس کی بنیاد پر حسب ضرورت پیشگی یونٹس خریدنا ہونگے۔
- ہر دکان کی علیحدہ میٹر ریڈنگ ہوگی۔ پہلے مہینے کے استعمال کا تخمینہ ٹی بی سی کی بنیاد پر لگایا جائے گا جبکہ بعد ازاں یونٹس کی خریداری گزشتہ ماہ کے استعمال کی بنیاد پر ہوگی۔
- 16- کسی بھی قسم کی انسانی یا قدرتی آفت کی صورت میں کرایہ دار ہر جانے وغیرہ کا تقاضا کرنے کا حقدار نہ ہوگا۔
- 17- ٹرانس پشاور اپنے مجاز افسران / نمائندگان کے ذریعے کسی بھی مناسب وقت پر اپنی ملکیتی احاطوں کا معائنہ کرنے کا حق محفوظ رکھتی ہے۔
- 18- مندرجہ بالا شرائط میں کسی پر عملدرآمد نہ ہونے کی صورت میں لیز کا معاہدہ منسوخ اور بولی کی رقم بحق ٹرانس پشاور ضبط کی جاسکتی ہے۔
- 19- کرایہ دار کو کرایہ پر حاصل کردہ جگہ پر کسی بھی قسم کا غیر قانونی یا ایسا کاروبار کرنے کی اجازت نہ ہوگی جو چند افراد یا عوام کیلئے ضرر رساں، پریشان کن، تکلیف دہ یا خلل انگیز ثابت ہو سکتا ہو یا بال آرٹی کے تشخص / سرگرمی پر ناموافق طریقے سے اثر انداز ہوتا ہو۔

RENT/LEASE AGREEMENT

THIS AGREEMENT OF LEASE/TENANCY is made at Peshawar, on this _____ day of March, 2021.

Between

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

AND

_____ having its registered office _____, hereafter referred to as the **Tenant/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 Tenant/Lessee, party of the **Second Part** and also considered as Tenant of the premises/shop.

Whereas, the First Part has been assigned implementation, operations and maintenance of Peshawar BRT project including its business development and revenue generation/enhancement, from the property which is the underpass shops situated at Gulbahar Chowk in Peshawar BRT Station.

Whereas, TransPeshawar is willing to lease out and put the shop No. _____ on rent to the Tenant/Lessee on monthly basis, collected in advance on quarterly basis, subject to terms and conditions of agreement executed between First Part and Second Part maintaining relationship of Landlord and Tenant for a fixed tenure/ time.

Whereas, second part agreed to execute the present agreement regarding shop No. _____ located at _____ for being Tenant/Lessee of the First Part.

Now, therefore, this agreement is executed between the First Part and Second Part subject to the terms and conditions as under.

1. That the Rent/Lease Agreement shall be deemed to be effective from _____ for a period of three (3) years, which shall be increased yearly at the rate of 10% of the rent.
2. That the MONTHLY rent of the said premises has been mutually agreed upon at Rs. _____ (Rupees _____ exclusive of all taxes).
3. That the Tenant/Lessee would pay to the Landlord/Lessor Rs. _____/- (Rupees _____ only), as quarterly ADVANCE RENT and Rs. _____/- (Rupees _____).

_____ only) being the SECURITY DEPOSIT which shall be refunded to the Tenant/Lessee at the time of vacating the said premises and handing over its vacant and physical possession to the Landlord/Lessor, subject to adjustment of any loss damages or dues or consumption charges or any other charges , if any, thus the Tenant/Lessee would pay to the Landlord/Lessor through cross cheque of a Schedule Bank.

4. That the Tenant/Lessee shall not make any structural addition/ alteration without written permission of the Landlord/Lessor. Not to make or allow to be made any alterations or additions whatsoever (including external, internal, structural or non-structural) to the premises, including electrical and plumbing installations, without Landlord/Lessor's prior written approval.
5. That the Tenant/Lessee not to do or permit to be done on the premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Landlord/Lessor and general public;
6. That the Tenant/Lessee shall refrain from interfering with the electrical or plumbing serving the premises, except as may be strictly necessary to enable the Tenant/Lessee to carry out its obligations under this agreement;
7. That the Tenant/Lessee shall not to cause or permit to be caused any damage to (i) the premises or any neighboring properties; and (ii) any property of Landlord/Lessor or the owners of any neighboring properties;
8. That the Tenant/Lessee shall not obstruct entrances and exits of the premises, make them dirty or untidy or leave any rubbish on them;
9. That the Tenant/Lessee shall comply with the Applicable Law and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Properties;
10. That the Tenant/Lessee shall observe any regulations Landlord/Lessor makes and notifies to the Tenant/Lessee from time to time governing the Tenant/Lessee use of the premises;
11. That the Tenant/Lessee shall leave the premises in a clean and tidy condition and to remove any equipment and goods from the premises at the end of the term of the Rent/Lease Agreement in accordance with the provisions of the Rent/Lease Agreement;
12. That the Tenant/Lessee shall inform Landlord/Lessor in the event that the Tenant/Lessee becomes aware of any defect or damage to the premises;
13. That one month's prior notice shall be served on either side in case premises is to be vacated before the expiry of lease period;
14. That the Tenant/Lessee shall not hinder the Landlord/Lessor or his nominee, during reasonable time of the day, to enter and to view the state of the condition or for any reasonable purpose as may be required;
15. That the Tenant/Lessee shall use the said premises for his own business purposes and shall not sub-let it and provide possession or portion thereof to third party or anybody else;
16. That the Tenant/Lessee will be responsible to pay electricity charges. Landlord/Lessor will provide uninterrupted power supply from PESCO and Generator provided at stations. Landlord/Lessor has also installed Smart Energy Management/ metering system for these facilities. The Tenant/Lessee shall purchase in advance prepaid unit from Landlord/Lessor in accordance with their energy demand

based on least monthly consumption units. Each shop shall have separate meter reading. First month consumption shall be estimated by Landlord/Lessor while subsequent unit purchase shall be as per the last month consumption.

17. That the minor repairs will be made by the Tenant/Lessee whereas the responsibility of major repairs rests with the Landlord/Lessor, except caused by the negligence of the Tenant/Lessee or his nominee/assignee with respect to business he conducts;
18. That the Tenant/Lessee shall maintain uniform standard sign board after approval from the Landlord/Lessor with formal permission from the local authority if required by law;
19. That the Tenant/Lessee shall not be allowed to use or encroach underpass corridor/pathway for sale of goods or vehicle parking;
20. That the Tenant/Lessee shall not be allowed to operate any business which is prohibited under any Law or local culture;
21. That the Tenant/Lessee shall not operate any such business which is not pleasant for underpasses or affecting adversely BRT image / operation it also includes live fire restaurants, or Landlord/Lessor perceives as harmful to public safety and interest;
22. That the Tenant/Lessee shall not throw any waste in pathway of underpasses. It shall be responsibility of Tenant/Lessee to dispose waste to city disposal points;
23. That the Tenant/Lessee shall be responsible for security of their shops and goods therein;
24. That the Tenant/Lessee shall avoid illegal connections or loose wire in pathway which is strictly prohibited;
25. That the Tenant/Lessee shall not paste or hang banners, sticker, posters, graffiti, wall chalking etc. and shall remove such material within one day, if so, notified by Landlord/Lessor;
26. That the Tenant/Lessee shall not do such act or actions which harm passenger movement in pathway of underpasses or passengers of bus operation;
27. That the Tenant/Lessee shall in no way deal or discuss or interrupt with station management staff of respective BRT station or other contractors in the performance of their contractual functions and the Tenant/Lessee shall be following timely issued protocols;
28. That the Landlord/Lessor will be entitled to conduct unscheduled inspections of the premises to ensure that they continue to be in compliance with the Rent/Lease Agreement including laws and are in satisfactory operational condition. If the premises are found not to be in compliance with the conditions of agreement or in unsatisfactory condition, Landlord/Lessor shall immediately inform the Tenant/Lessee and shall, within a reasonable time or a time determined by Landlord/Lessor, effect the required compliance including repairs/maintenance at its own cost;
29. That the Landlord/Lessor shall disconnect electricity, if the Tenant/Lessee fails to pay electricity bills in accordance with the Rent/Lease Agreement or Tenant/Lessee fails to pay or delayed the quarterly payment;
30. That with prior notice the Landlord/Lessor shall impose Liquidated damages @ Rs. 5000 per instance for any violation of the Contract with maximum cap of 10 % of the monthly contract value;
31. That the Landlord/Lessor shall recover or demand costs from Tenant/Lessee for damages caused to Landlord/Lessor's assets;

32. That the Landlord/Lessor shall be entitled to issue notices to Tenant/Lessee for upkeep of the premises and in accordance with the agreement and maintain standards of premises; and
33. That the Landlord/Lessor shall have the right to issue protocols / procedures for use of pathway or other regulation to use pathway in underpasses.

I. 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 Managing Director, KPUMA whose decision will be binding on Parties.
- iii. In case of failure of Para (ii) above, the matter/dispute shall be referred to arbitration for its resolution by either of the Parties to this agreement upon fifteen (15) days prior notice to the other party and the law with procedure applicable for conducting the process of Arbitration would be 'The Arbitration Act 1940'.

II. 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 three (03) years.
- 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.

III. 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 Landlord/Lessor of a notice calling upon it to do so or such other time as specified by Landlord/Lessor then Landlord/Lessor 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 quarterly advance payment of lease 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.
- iii. For all purposes, once the prior termination notice would be issued the Tenant/Lessee shall be liable to relocate the premises i.e., shop # _____ after the notice period within 1 week. Further the Tenant/Lessee would have to avail every right and legal remedy

against the property being public and the illegal possession would be an encroachment of Landlord/Lessor's property.

IV. Amendments

Through mutual consultation the Rent/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 except those changes which may cause to alter the object and purpose of this agreement or ultimately harm or effect loss to the First Part.

V. Termination for Convenience

Either Part can terminate contract with one-month advance notice to the other Part without assigning of any reason. In such case, rent for un-utilized period paid in advance will be returned to Second Part and one month notice period from either side would be considered as actively utilized period.

VI. Laws

The governance of this contract shall be the laws implemented in Pakistan and including its amendments and its rules/regulations.

VII. Severance

In the event that any provision of the Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Agreement.

VIII. Force Majeure

The Tenant/Lessee shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Tenant/Lessee and not involving the Tenant/Lessee's fault or negligence and not foreseeable. Such events may include, but not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Tenant/Lessee shall promptly notify the Landlord/Lessor in writing of such condition and the cause thereof. Unless otherwise directed by the Landlord/Lessor in writing, the Tenant/Lessee shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

The above-mentioned Force Majeure clause is subject to government notifications whether Provincial or Federal regarding Force Majeure and its factors, apart from it any partial emergency or temporary lock down and black out would be at the discretion of the Landlord/Lessor to decide whether to continue with the contractual obligations or not.

IX. Taxes, Duties, Fees, Charges

All taxes, duties, fees and other charges shall be borne by Tenant/Lessee. Payment of rent amount shall be subject to withholding of taxes as per applicable laws, rules and regulations.

X. 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:

.....

XI. 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: _____

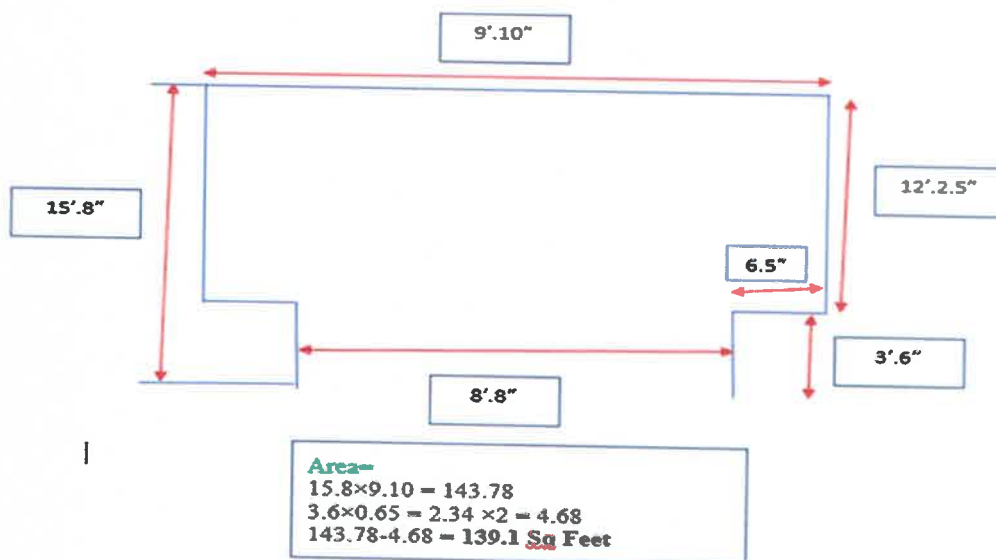
Dimension / Covered area (In Square Feet) of Shop at BS-04 Faisal Colony Bus Station

Summary:

Total No. of shops on both sides = 12 (Left side facing Eastward) + 13 (Right side facing Eastward) = 25

No. of Shops with same dimensions = 24

- Area of Shops from 1 to 25 (Except Shop No 7) = **139.1 Sq Feet**



- Area of Shop No 07 = **103.06 Sq Feet**

