

AGREEMENT OF TENANCY FOR CAFETERIA PREMISES

THIS AGREEMENT OF TENANCY (hereinafter called "the Agreement") is made and exercised at Peshawar, on _____ day of August, 2021.

Between

TransPeshawar through Chief Executive Officer, registered office situated at First Floor, KPUMA Building Near Northern Bypass NHA Complex, Chamkani Peshawar, Pakistan (hereinafter referred to as **the Landlord**, 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

_____ with CNIC _____ having Address _____, hereafter referred to as **the Tenant**, which expression where the context so require shall mean and include their executors, administrator legal representatives and assigns, of the second part, hereinafter called the Tenant, party of the **Second Part**.

Whereas, the Landlord is willing to rent out Cafeteria premises (hereinafter called "the Premises") to the Tenant on monthly rent basis, collected in advance for each month, subject to terms and conditions of the Agreement for a fixed tenure.

Whereas, second part agreed to execute the Agreement regarding the Premises located at 1st Floor KPUMA Building, Chamkani Peshawar for being Tenant of the First Part.

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

1. That the Premises shall be used exclusively for operating cafeteria as per attached Terms of Reference (TOR). The attached Terms of Reference shall constitute an integral part of the Agreement.
2. That the Agreement shall be deemed to be effective from _____, for a period of one (01) year extendable for other such term (s) as agreed by both the parties in writing one month prior to expiry.
3. That the MONTHLY rent of the Premises mutually agreed as Rs. _____ (Rupees _____) (exclusive of all taxes). Rent shall be paid in advance till 5th day of each month.
4. That the Tenant shall pay Rs.50,000/- (Rupees fifty thousand only) through CDR/DD from any schedule bank of Pakistan in the CEO TransPeshawar to the Landlord, being the SECURITY DEPOSIT, which shall be refunded to the Tenant at the time of vacating the Premises and handing over its vacant and physical possession to the Landlord, subject to adjustment of any penalty, loss, damages or dues or consumption charges or any other charges;
5. That the Tenant shall not make any structural addition/ alteration without written permission of the Landlord. 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's prior written approval.
6. That the Tenant shall not 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 and his staff;

7. That the Tenant shall observe any regulations Landlord makes and notifies to the Tenant from time to time governing the Tenant use of the Premises;
8. That the Tenant shall leave the Premises in a clean and tidy condition and remove any equipment and goods from the Premises at the end of the term of the Agreement in accordance with the provisions of the Agreement;
9. That the Tenant shall inform Landlord in the event that the Tenant becomes aware of any defect or damage to the Premises;
10. That one month's prior notice shall be served on either side in case the Premises is to be vacated before the expiry of tenancy period. The tenant shall bound to pay the rent utilized period and the notice period.
11. That the Tenant shall use the Premises for his own cafeteria business purposes and shall not sub-let it and provide possession or portion thereof to third party or anybody else;
12. That the Landlord will be responsible for provision of the following:
 - i. Hall for serving lunch
 - ii. Electricity
 - iii. Tap Water for dish washing etc.
 - iv. Furnitures
 - v. Heat & cool facility
13. That white washing, repairing major or minor of the Premises will be responsibility of the Landlord unless and until the damages/wear and tear are caused by sole action of the Tenant. In such a case the Tenant shall have to bear the charges as per actual to make the damages good to the satisfaction of the Landlord.
14. That the Tenant shall not be allowed to use or encroach corridor/pathway;
15. That the Tenant shall not throw any waste in corridor/pathway or within the Premises. It shall be responsibility of the Tenant to dispose of the waste at designated disposal points;
16. That the Tenant shall not paste or hang banners, sticker, posters, graffiti, wall chalking etc. within dining hall and shall remove such material within one day, if so, notified by the Landlord;

I. Settlement of Disputes

- i. Both parties shall amicably resolve any disagreement or disputes arising between Parties in connection with the 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 the Agreement and which cannot be settled amicably, the matter in dispute shall be referred to CEO TransPeshawar 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 the Agreement upon fifteen (15) days prior notice to the other party and the law with procedure for conducting the process of Arbitration would be 'The Arbitration Act 1940'.

II. Breach, Penalty and Termination for default

- i. If the Tenant commits a material breach of the Agreement and fails to remedy the breach within seven (07) Working Days after receipt from the Landlord a notice calling upon it to do so or such other time as specified by the Landlord then the Landlord will be entitled to impose penalty to the amount of PKR.50,000 or part thereof apart from other remedies provided for under the Agreement including termination of the Agreement;
- ii. In addition to and without prejudice to any other right under the Agreement, the Landlord in accordance with the Agreement, to seek specific performance of the Agreement or to terminate the Agreement forthwith on notice to the Tenant and in either event, to recover such damages as it may have sustained. For purposes of the Agreement, a material breach shall include but not be limited to failure of the Tenant to pay monthly advance rent of the Premises and/or issuance of three Notices in a month for violation under the Agreement on same or multiple issues impacting the vary purpose of the Agreement.
- iii. For all purposes, once the prior termination notice would be issued, the Tenant shall be liable to relocate the premises after the notice period within one (01) week. Further the Landlord would have to avail every right and legal remedy against the property being public and the illegal possession would be an encroachment of the Premises.

III. Amendments

Through mutual consultation the 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 the Agreement or ultimately harm or effect loss to the Landlord.

IV. Termination for Convenience

Either Party can terminate contract with one-month advance notice to the other Part without assigning of any reason.

V. Laws

The governance of the Agreement shall be the laws implemented in Pakistan as amended from time to time.

VI. 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.

VII. Force Majeure

The Tenant 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 Agreement 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 and not involving the Tenant'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 shall promptly notify the Landlord in writing of such condition and the cause thereof. Unless otherwise directed by the Landlord in writing, the Tenant shall continue to perform its obligations under the Agreement 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 to decide whether to continue with the contractual obligations or not.

VIII. Taxes, Duties, Fees, Charges

All taxes, duties, fees and other charges related to the business shall be borne by Tenant.

IX. Entry into Force

This Agreement shall come into force and effective date.

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	Second Part
Name:	Name:
Designation: Chief Executive Officer	CNIC:
Company: TransPeshawar (The Urban Mobility Company)	Address:

WITNESSES: 1. _____ 2. _____

Name: _____ Name: _____

CNIC: _____ CNIC: _____

Annex-I

TERMS OF REFERENCE (TORs)

- i. The cafeteria owner shall maintain a fully equipped kitchen for preparation and service of food including crockery, refrigerator, microwave oven and other item supposed to be required for adequate delivery of services.
- ii. The prices of cooked and uncooked food shall be market based.
- iii. Good quality and quantity of foods, drinks and other items shall be maintained. All the materials/ingredients/species etc. used for cooking shall be of good quality and well-known brand;
- iv. Cafeteria shall be kept clean ensuring washing and cleaning of all items on a regular basis and should maintain kitchen environment healthy and hygienic;
- v. Adequate staff shall be maintained to provide efficient and timely food service. The staff shall be neat and clean and preferably attired in a uniform. TransPeshawar shall not have any liability towards the cafeteria staff in any manner
- vi. The operation hours are from 8:00AM to 10:00PM seven days a week, however, the timings may be revised;
- vii. The number of consumer/users may vary; however, approx. 80 - 150 persons will use the canteen for meals or drinks/snacks;
- viii. The menu along with rates shall be display on daily basis in cafeteria;
- ix. The food shall be served on payment and TransPeshawar shall not be involved nor be a party to any such transactions.
- x. The cafeteria owner shall have in built safety cooking range.
- xi. Ensure good quality gas cylinder are used, with cylinder to be placed outside the cafeteria premises and shall be covered from heat.
- xii. Ensure the electrical appliance are in good condition to avoid any potential sparks.

Annex-II

APPLICATION FORM

1. Name of Applicant/Party: -----

2. Address of Applicant/Party: -----

3. Contact Number: Cell: -----

4. Email: -----

5. Quoted Rent Amount:

Amount in figures: PKR----- /Month

Amount in words: -----

Signature of the Applicant/Party

CNIC No: -----

Dated: -----

Attachment: Copy of CNIC and Bid Security to the amount PKR.10,000 in shape of DD/CDR in the name of CEO TransPeshawar.