

A
LEASE AGREEMENT

This Agreement is made on this day of _____ 2017 between the Governor of the Khyber Pakhtunkhwa through the Secretary to Government of the Khyber Pakhtunkhwa, Administration Department (hereinafter referred to as the “lessor”), which expression includes his successors in interest and assignees of the First Part and Mr. _____ s/o _____ r/o _____ NIC No. _____ (hereinafter referred to as the “lessee”), which expression shall include his successors in interest and assignees of the Second Part;

WHEREAS the lessor has in possession an area measuring _____ situated near _____ in the Civil Secretariat building, Peshawar (hereinafter referred to as the premises”);

AND WHEREAS the lessee is desirous to get such premises on lease for running a canteen for the purpose of serving various types of halal foods for the employees of the Civil Secretariat, Peshawar and the visitors (hereinafter referred to as “the cafeteria”), with such terms and conditions as specified under this Agreement;

NOW, THEREFORE, both the Parties agree as follows:

1. Commencement and Duration:

- 1.1 This Agreement shall come into force on the date on which both the Parties sign it.
- 1.2 This Agreement shall be made for a period of five year.

2. Responsibilities of the lessor:

The lessor shall-

- 2.1 provide premises on fixed monthly rent of rupees _____ to the lessee;
- 2.2 fix the rate of different eatables items in consultation with the committee, as constituted by lessor in pursuance of this Agreement;
- 2.3 fix working time for catering in the cafeteria;

- 2.4 not be liable for any loss or damage to the stores or articles in the premises brought and used by the lessee;
- 2.5 have the right of periodical inspection of the cafeteria to ensure hygienic condition of the cafeteria and person working there; and
- 2.6 obtain security clearance of the servants serving under the lessee.

3. Responsibilities of the lessee:

The lessee shall-

- 3.1 install electricity and gas meters in the premises for the purpose of cafeteria at his own cost, which on expiry or termination of this Agreement, as the case may be, shall become property of the lessee;
- 3.2 provide, at his own cost furniture of quality and quantity as required;
- 3.3 provide, at his own cost, material, crockery, cutlery tandoor, cooking range, electric and other appliances such as hot cases, toasters and service etc., these appliances shall be the property of the lessee but shall not be removed on termination of this Agreement unless clearance certificate is granted by the lessor;
- 3.4 employ a sufficient number of suitable set of all employees having valid Computerized National Identity Card, who shall be free from any contagious disease as well as any suspicious activities and shall wear neat and clean specific uniform while working in or outside the cafeteria;
- 3.5 be bound to start the cafeteria within fifteen (15) days of signing of this Agreement;
- 3.6 charge such prices from Government employees and visitors, as are included in the approved lists, which shall be fixed on mutual consultation, according to market rate and shall be exhibited at a prominent place in the cafeteria and premises;
- 3.7 exhibit daily menu and offer for sale foodstuff, not in any manner, inferior to the samples approved by the lessor or his nominee and prepare fresh material from pure milk and vegetables ghee or cooking oil etc.;
- 3.8 comply with all the instructions, issued by lessor or his nominee, and shall keep in the cafeteria a complaint or suggestion book, wherein complaints or suggestions shall be recorded, which shall be inspected by the lessor or his nominee from time to time;

- 3.9 keep the cafeteria in perfect hygienic condition, neat and tidy and shall not do or suffer to be done things likely to cause damage to the premises or to the adjacent building;
- 3.10 not without written permission of the lessor, make or cause to be made any structural alternations in the premises;
- 3.11 not use the premises for residential purpose or any other purpose not covered under this Agreement;
- 3.12 abide by all the relevant laws, for the time being in force, and shall obtain necessary licenses and permission from the authorities concerned, if any;
- 3.13 not allow any political gathering or activities in the cafeteria which may disturb the routine official work of Government functionaries; and
- 3.14 not carry out any other activities which are not covered under this Agreement.

4. Bank Guarantee:

The lessee shall, for the due performance of his obligations under this Agreement, deposit with the lessor in a scheduled bank, a cash security of rupees fifty thousand only (Rs. 50,000/-), for cafeteria which shall be liable to forfeiture in case he is unable to discharge his contractual obligations as given in this Agreement in full or in part to be decided by the lessor or his nominee and his decision shall be final and binding. The lessor shall have a right to revise the amount of security as and when deemed necessary during the currency of this Agreement.

5. Governing laws:

This Agreement shall be governed by relevant laws of Federal Government and Provincial Government for the time being in force.

6. Force Majeure:

Both the lessor and lessee shall not be responsible for any act, which may cause their responsibilities, under this Agreement, due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform the other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

7. Settlement of Dispute:

Any dispute, arising out of this Agreement, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with Arbitration Act, 1940 (Act No. X of 1940).

8. Termination:

8.1 The lessor may, at any time, upon giving the lessee, thirty (30) days prior written notice, terminate this Agreement and in case the lessee intends to terminate this Agreement, he shall also give a thirty (30) days prior written notice to the lessee.

8.2 In case the lessee causes inordinate delay in the performance of this Agreement, the lessee shall have the right to impose penalty at the rate of rupees _____ per month and shall also preserve the right to terminate this Agreement.

8.3 If the lessee abandon their obligations under this Agreement without any just cause, the lessor shall not return rupees _____ of this Agreement amount already paid.

8.4 The lessor shall terminate this Agreement due to any one or more of the following reasons and the lessee shall have no right to claim for any loss, sustained on account of such termination:

8.4.1 if the lessee sublets the cafeteria wholly or partly to any person for use of the aforesaid purpose or any other purpose, enter into a separate contract to assist him in running the cafeteria without any permission of the lessor;

8.4.2 if the lessor is adjudicated insolvent;

8.4.3 if the standard or quality of foodstuff is not meet with food laws;

8.4.4 if the lessee is found of selling on high rates as compared to those fixed by the lessor;

8.4.5 if the lessee fails to deposit utility bills of the cafeteria;

8.4.6 if the lessee is not depositing monthly rent of the cafeteria; and

8.4.7 if the lessee fails to fulfill any of his obligations as specified under Article 3 of this Agreement.

9. Notices:

9.1 Any notice, given under the provisions of this Agreement, shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed as given below. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.

9.2 Upon the issuance of the notice, all ongoing transactions shall be completed by the lessee within the said notice period, provided however new transactions may be initiated within the first thirty (30) days of the notice period. Upon the expiry of the said thirty days of the notice period, no new transactions shall be accepted.

To the lessor:
Deputy Secretary (Admn),
Government of the Khyber Pakhtunkhwa,
Administration Department.

Fax No 091-
Tel. No. 091-

To the lessee:

Fax No 091-
Tel. No. 091-

IN WITNESSES WHEREOF, both the Parties hereto have set their hands and seal the day and year first written above:

For and on behalf of
the lessor.

For and on behalf of
the lessee.

WITNESSES:

WITNESSES:

1. _____

1. _____

2. _____

2. _____