

AGREEMENT OF TENANCY

THIS AGREEMENT of Tenancy is made at Islamabad on _____.

BETWEEN

M/s PIA Holding Company Limited, having its registered address at 4th Floor, PIA Building, 49-A. K. Fazal e Haq Road Blue Area , Islamabad, through its **General Manager Asset Management** (hereinafter referred to as the **Landlord**) of the one part.

AND

M/s _____ having its office _____, through its _____ (hereinafter referred as the **Tenant**) of the other part.

The expressions Landlord and Tenant wherever the Context so permits shall also mean and include the successors, assigns and administrators.

The Landlord and the Tenant are hereinafter collectively referred to as the “Parties” and each individually as the “Party”.

WHEREAS the Landlord is the sole and exclusive owner of the premises i. e. office situated at _____ and has agreed to give on Rent the said premises to the Tenant hereunder (hereinafter referred to as the “Rented Premises”) and the Tenant agreed to take on rent the rented premises on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Landlord has agreed to charge rent for the rented premises along with the use of designated passages, entrance, stairs cases landing etc.
2. The Agreement shall be **effective from** _____ and shall **terminate on** _____. The **rent of the rented premises shall be** _____ per month, inclusive of Taxes/ Duties, for total area measuring _____ for a **period of** _____ **years**. Security deposit of Rs. _____ shall be furnished in advance by the Tenant at the time of signing the agreement. All associated charges (utilities/common space) will be charged as per Annex ‘A’. Three months’ advance rent shall be deposited by the Tenant not later than 10th day of every month. A _____ % increase in rent shall be applicable after every _____ year(s). The possession of the rented

premises shall remain subject to (1) furnishing the amount of Security and (2) payment of advance monthly Rent for three months.

3. The rent would be deposited in the bank account of the Landlord **No.** _____ maintained in _____ located at _____.
4. The Tenant may apply for the renewal of the Agreement three months prior to the date of the expiry thereof. The Landlord shall not be liable to respond any such request and/or application, and shall remain entitled to, out of its discretion, renew the agreement subject to its requirements and on such terms and condition as may be mutually agreed upon or otherwise. Provided, if no such agreement is reached between the parties the Tenant shall deliver the peaceful, uninterrupted, vacant possession at the expiry of this Agreement.
5. The rent mentioned hereinabove includes all taxes, cess, and levies, imposed by local governmental authorities. The Tenant shall pay the electricity charges to the Landlord consumed as per sub-meter installed for/on the rented premises. However, for the avoidance of doubt in any case, Landlord shall only be liable to pay any tax and/or levy imposed on the rented premises under the applicable laws.
6. At the time of commencement of the Agreement the rented premises' plumbing, sanitation and electrical installation are structurally sound, serviceable and the rented premises is in perfect and suitable condition, if any damage or loss is caused to the structure, fitting, sanitary, plumbing etc., by Tenant, its officer, employee, agent, client or any third party, Tenant shall bear all the cost involved in the repair of such damage or loss.
7. The Tenant also covenants that the premises shall not be used for any other purpose except the normal business of the Tenant. The Tenant also covenants that the rented premises shall not be used in such a way that it causes nuisance or hindrance for the Landlord, any of its agents, other occupants or any third party.
8. The Tenant hereby irrevocably and unconditionally agrees to indemnify the Landlord (including its directors, employees, agents, representatives and other officers) from and against all suits, claims, (including attorney's fee) damages, liabilities, losses, costs and expenses, whether direct or indirect, arising out of or resulting from any violations, breach and disregard of the terms of this agreement, covenants, representations and warranties agreed and made by the Tenant under this Agreement or from any intentional or negligent act or omission by the Tenant in connection with (a) the performance of the obligations under this Agreement; and/or (b) any claim or dispute or complaint or grievance of any third person against Landlord or to which Landlord is made party to.
9. The Tenant shall permit the Landlord and its agents to enter upon rented premises during the office hours or any other time with prior reasonable intimation to the Tenant and view the condition thereof and to view whether any repair, alteration, improvement to the rented premises or any other part of the building is / will be required. In carrying out the inspection or repair / maintenance, the Tenant convenience and privacy shall be safeguarded to practicable and reasonable extent.
10. The Tenant shall have right to install or fix additional fixture and fitting for its use including temporary partitions, screens, cabinets, storage racks, office equipment, business machines, telephone, telex and other items or equipment deemed necessary by the Tenant provided that such installation etc. cause no damage whatsoever to the rented premises or the building and further that the Tenant shall obtain permission in writing from the Landlord while installing Air conditioning units notwithstanding any provision to the contrary to this Agreement these fixture and fitting installation etc. installed by the Tenant shall remain the Tenant's property and Tenant shall have the right to remove the same at any time. All alterations, installations, additions and improvement made and installed by the Tenant upon and in the rented premises which are of permanent nature and which cannot be removed shall be surrendered with the rented premises as a part thereof, at the end of the term of this Agreement or any renewal or termination thereof the Tenant may at his option required permanent fixture to be removed and the Tenant shall on or before the last day of the Agreement or its renewals, or restore the said premises to its original conditions normal wear and tear damage beyond the Tenant's reasonable control is however expected.
11. The Tenant shall use the rented premises for the specific purposes for which it has been acquired. Tenant shall not use the premises for any unlawful or political purpose and shall not permit any act or thing which cause nuisance to any occupant tenant or adjoining building or permit the same to be used for the purpose of holding a public or political gathering.

12. Tenant shall not do or permit anything to be done, whereby the policy or policies of insurance against damage by fire on the rented premises or the building may become voidable or whereby the premium thereof may be increased. The premium and all expenses incurred by them in or about any renewal of such policies rendered necessary by any deliberate breach or willful non observance of this convenience without prejudice to other right of the Landlord. It is hereby agreed that the Landlord shall upon commencement of this Agreement notify the Tenant as to the relevant term of all insurance policies for Tenant to be observed including amendment made there to from time to time.
13. Tenant shall not sublet the Rented Premises or any part thereof of the rented premises without the prior written consent of the Landlord. Notwithstanding the above, if either party for any reason whatsoever during the term of this Agreement or renewal thereof, wishes to terminate the Agreement shall give a notice in writing (through registered mail or generally accepted electronic means of communication duly acknowledged by the other party) of not less than 60 days. Upon termination of the Agreement specified hereinabove, the Tenant shall handover the vacant, uninterrupted peaceful possession of the rented premises to the Landlord in same condition and state in which it was originally acquired by the Tenant upon commencement of this Agreement.
14. Any failure by the Landlord or the Tenant to insist upon the strict performance of any covenant in the Agreement shall not be considered as a waiver of the concerned party right to enforce strict performance thereof.
15. The Tenant shall abide by all the municipal and government rules regarding building and related affair made applicable from time to time, relating to the maintenance services of the rented premises and the entire building. The Tenant shall also abide by the instructions and rules indicated by the Landlord in writing from time to time relating to the usage of common facilities and its maintenance and services.
16. The Landlord hereby covenant with the Tenant that Tenant performing their obligations hereunder shall peacefully enjoy the possession of rented premises without any interruption from the Landlord or any other person.
17. The Tenant shall observe and follow the security measures (if any) taken and enforced by the Landlord from time to time and would not object to the process of identification of clients, visitors or employee of the Tenant. Failure to comply with the instructions, may result in refusal of entry of such visitors by the security personnel.
18. If the Landlord sells, transfer, assigns, bequeath, mortgages or in any manner transfer ownership or control of the rented premises, then the full terms and conditions and option of this Agreement shall remain in effect for full period of the lease and / or renewal thereto.
19. The Tenant shall all times during the period of this Agreement, keep the rented premises at his own cost and expenses, including sanitary fittings such as WC basin, urinal etc., in good tenantable state and conditions to the satisfactions of the Landlord and carryout repair work which shall be necessary to keep the rented premises in good conditions and in the event of the Tenant fails to carry out such repair work within 15 days after notice by the Landlord, the Landlord shall have the right to evict the Tenant and to carry out necessary repairs and/or works at the cost of the Tenant and deduct the full cost (including supervisor, and/or departmental expenses) from any sum due to the Landlord under this agreement without prejudice to any other rights and remedies of the Landlord to terminate the Agreement for such failure on the part of the Tenant, provided further that wherein the option of the Landlord or it's duly accredited representative, any immediate execution of repair is required in order to safeguard the rented premises or the safety or the health of the occupants hereof, the Landlord shall be at liberty to execute such repairs without any notification to the Tenant at the cost and expenses of the Tenant. The Landlord shall thereof recover the cost from any sum due to the Landlord under this Agreement or otherwise through lawful means.
20. In the event of any dispute arising between the parties hitherto relating to arising out of and in connection with this agreement, such dispute shall be referred to the arbitration of CEO PIAHCL or his nominee and the award of the arbitrator shall be final and binding upon the parties.
21. Any notice required to be given under this Agreement shall be in writing to be served through registered post or through the generally accepted electronic means of communication. Such notice shall be served with proper address to the other party and delivered to their following addresses:

A) M/s PIA Holding Company Limited	B) M/s
General Manager Coordination & Portfolio Management PIA Holding Company Head Office. 4 th Floor, PIA Building, 49 A. K. Fazal e Haq Road, Blue Area. Islamabad. Email: gm.assetmgt@piahcl.com.pk	

The parties shall be liable to update the addresses in case of any change of addresses and inform each other in such case. In case no correspondence for the change of address is made, the parties shall continue to make the correspondence on the address provided hereinabove. The format of integrity pat is attached as Annexure-‘B’ to be signed by both parties and shall remain and integral part of this agreement.

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first above written

**For and on behalf of PIA Holding
Company Limited**

For and on behalf of M/s

(LANDLORD)

(TENANT)

GM Asset Management
PIAHCL

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IN THE PRESENCE OF

WITNESS 1.

WITNESS 1.

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WITNESS 2.

WITNESS 2.

Allied Charges (Common Usage)

Item	Charge
Electricity Bill	Actual units consumed as per sub meter (in case a separate meter is not installed). Govt. taxes/charges/adjustments to be divided proportionally as per monthly consumption.
Electricity Service Charges	Additionally, common usage (building lighting etc.) bill and Govt. taxes/charges/adjustments to be divided proportionally as per monthly consumption.
Water Bill	Total bill divided proportionally as per occupied/rented area.
Gas Bill	Total bill divided proportionally as per occupied/rented area.
Lift	Fixed charges of Rs. _____
Stair	Fixed charges of Rs. _____
Security (in case provided by PIAHCL)	Fixed charges of Rs. _____
Maintenance	Fixed charges of Rs. _____

➤ The fixed charges will be revised @ actual.

INTEGRITY PACT / DISCLOSURE CLAUSE
DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC PAYABLE BY THE CONTRACTOR & SERVICE PROVIDERS

The contractor hereby declares its intention not to obtain the procurement of any contract, right interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The contractor certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by GoP in this regard, the contractor agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from government of Pakistan.

Buyer / Agency

Supplier / Contractor