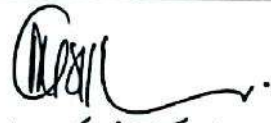


مخائب: ریٹائرمنٹ، اسٹیمپ، روکن صوبائی اسمبلی  
کیا اور سیاحت اذراہ کرم ارشاد مندرمائیں گے کہ۔

نمبر شمار	سوال	جواب
(الف)	کیا یہ درست ہے کہ گزشتہ صوبائی حکومت نے صوبے کے تمام ریٹ ہاؤسز، سرکٹ ہاؤسز محکمہ ٹورزم کے حوالے کر دیے تھے؟	جی ہاں یہ درست ہے کہ صوبائی حکومت نے صوبے میں کل 169 ریٹ ہاؤسز/جوائنٹ ایئر لائن محکمہ سیاحت کو منتقل کر دیے ہیں۔ جن میں 59 ریٹ ہاؤسز متعلقہ محکموں کو واپس کیے گئے ہیں۔
(ب)	آیا یہ درست ہے کہ محکمہ ٹورزم نے یہ تمام ریٹ ہاؤسز، سرکٹ ہاؤسز پرائیویٹ کنٹریکٹرز کے ذریعے سیاحوں کے لیے ریٹ پر دینے کے لیے کھول دیے تھے؟	محکمہ سیاحت نے 110 ریٹ ہاؤسز میں سے 17 ریٹ ہاؤسز نجی شعبے کو 15 سال کی مدت کے لئے پب (پبلک) پر دیے گئے ہیں۔ لٹ لف ہے۔
(ج)	اگر (الف) و (ب) کے جوابات اثبات میں ہوں تو	
(i)	صوبے میں کل کتنے ریٹ / گیٹ اور سرکٹ ہاؤسز سیاحوں کے لیے کھولے گئے تھے؟	محکمہ نے 17 ریٹ ہاؤسز سیاحوں کے لیے کھول دیے ہیں۔
(ii)	مذکورہ ریٹ ہاؤسز اور گیٹ ہاؤسز کنٹریکٹرز کو کنٹریکٹ پر دینے گئے تھے؟	مذکورہ ریٹ ہاؤسز کو جن کنٹریکٹرز کو جس شرائط پر نجی شعبے کو پب پر دی ہیں ان کے شرائط / معاہدے کے کاپی لف ہیں۔
(iii)	کنٹریکٹ کی تاریخ سے لیکر آج تک اس سے کل کتنی آمدن موصول ہوئی؟	کنٹریکٹ کی تاریخ سے لیکر آج تک جتنی آمدن موصول ہوئی اس کے تفصیل لف ہیں۔
(iv)	موصول شدہ ریونیو کی تفصیلات الگ الگ جمع دستاویزات مندرجہ ذیل کی جائیں اور موصول شدہ ریونیو کہاں جمع ہوا؟ تفصیل مندرجہ ذیل کی جائے۔	کنٹریکٹ کی تاریخ سے لیکر آج تک موصول شدہ منافع خیر پختونخوا کلپ رائٹڈ لوڈرز امتیازی کے بینک اکاؤنٹ میں جمع ہوئی ہے۔ جن کی تفصیل لف ہیں۔

  
سیکرٹری محکمہ سیاحت  
خیر پختونخوا

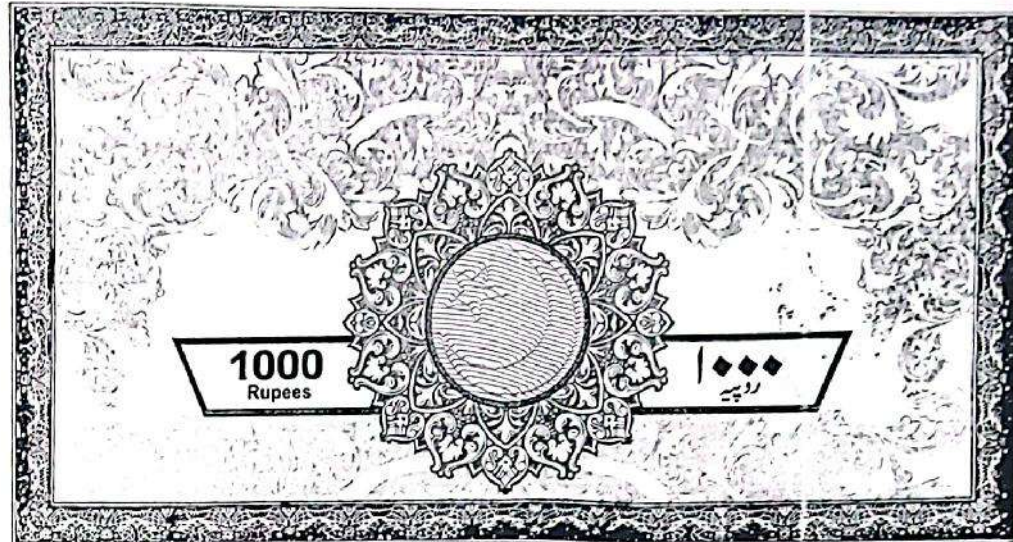
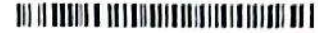
**LEASE RENT DETAILS OF PROPERTIES SINCE INCEPTION TILL 30-09-2024 OF KPCTA**

S No.	Property	Firm	MOU Date	MOU Period	BOK (Main Branch)	Grand Total Rs.
1	Karnak Rest House Nathiagali	M/s Rock Wood Resorts	6/1/2021	15 Years	2005905918	15,391,500.00
2	Police Rest House Nathiagali	M/s Apical Ways	6/1/2021	15 Years	do	21,349,500.00
3	Kiwai Rest House Distt Mansehra	M/s Pine Park Resorts	11/19/2021	15 Years	do	750,000.00
4	Sharkool Rest House Mansehra	M/s Pine Park Resorts	11/19/2021	15 Years	do	662,000.00
5	Darband Rest House Distt Mansehra	M/s Pine Park Resorts	11/19/2021	15 Years	do	136,500.00
6	Oghi Rest House	M/s Pine Park Resorts	11/19/2021	15 Years	do	125,000.00
7	Dadar Rest House	M/s Pine Park Resorts	11/19/2021	15 Years	do	450,000.00
8	Inspection Hut Danin Chitral	M/s River View Inn	11/16/2021	15 Years	do	749,715.00
9	Inspection Hut Birir Chitral	M/s River View Inn	11/16/2021	15 Years	do	352,515.00
10	Inspection Hut Drosh Chitral	M/s River View Inn	11/16/2021	15 Years	do	587,525.00
11	Danin Camp Office Chitral	M/s River View Inn	11/16/2021	15 Years	do	766,265.00
12	Forest Rest House Bamburet Chitral	M/s River View Inn	11/16/2021	15 Years	do	699,615.00
13	Drosh Camp Office Chitral	M/s River View Inn	11/16/2021	15 Years	do	557,735.00
14	Gala Rest House Swabi	M/s CHIB Enterprises	11/26/2021	15 Years	do	1,655,000.00
15	Forest Rest House Khanpur	M/s CHIB Enterprises	11/26/2021	15 Years	do	1,668,240.00
16	C&W Rest House Batrasi	M/s CHIB Enterprises	11/26/2021	15 Years	do	1,032,720.00
17	C&W Rest House Garam Chashma	M/s CHIB Enterprises	11/26/2021	15 Years	do	993,000.00
<b>Grand Total Rs.</b>						<b>- 47,926,830.00</b>

**LIST OF REST HOUSES LEASED OUT BY KPCTA:**

#	Rest House	Bidder's Names	Leased out (in Rs)
1	Rest House Kewai, Mansehra	M/S Pine Park Hotels & Resorts	355,000
2	Rest House Sharkool, Mansehra		200,000
3	Rest House Dadar, Mansehra		450,000
4	Rest House Oghi, Mansehra		125,000
5	Rest House Darband, Mansehra		65,000
6	Rest House Batrasi, Mansehra	M/S Chib Enterprises	312,000
7	Rest House Khan Pur, Haripur		504,000
8	Inspection Hut, Gala, Swabi		500,000
9	Rest House Bamburait, Chitral	M/S River View Inn Hotel & Restaurant	211,500
10	Inspection Hut Danin, Chitral		226,500
11	Camp Office Danin, Chitral		231,500
12	Inspection Hut Darosh, Chitral		177,500
13	Camp Office Darosh, Chitral		168,500
14	Inspection Hut Birir, Chitral		106,500
15	Inspection Hut Garam Chashma, Chitral	M/S Chib Enterprises	300,000
16	Police Rest House Nathiagali	M/s Apical Ways	6,450,000
17	Karnak House Nathiagali	M/s Rockwood Resorts	4,650,000





from 1<sup>st</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

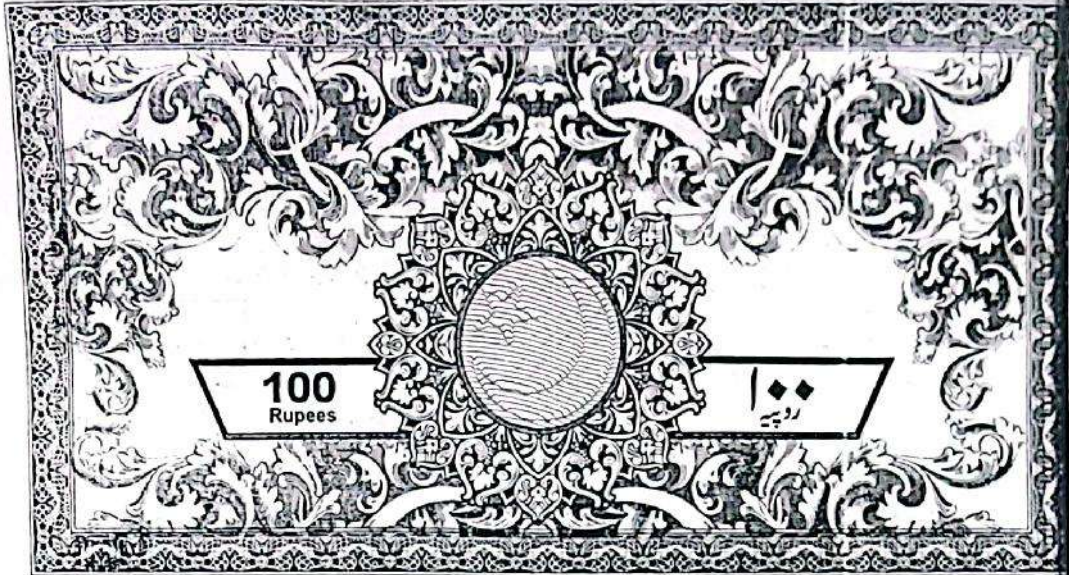
- 4 **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	16-Nov-21	15-Nov-22	106,500
2	2nd Year	16-Nov-22	15-Nov-23	117,150
3	3rd Year	16-Nov-23	15-Nov-24	128,865
4	4th Year	16-Nov-24	15-Nov-25	141,752
5	5th Year	16-Nov-25	15-Nov-26	155,927
6	6th Year	16-Nov-26	15-Nov-27	171,519
7	7th Year	16-Nov-27	15-Nov-28	188,671
8	8th Year	16-Nov-28	15-Nov-29	207,538
9	9th Year	16-Nov-29	15-Nov-30	228,292
10	10th Year	16-Nov-30	15-Nov-31	251,121
11	11th Year	16-Nov-31	15-Nov-32	276,234
12	12th Year	16-Nov-32	15-Nov-33	303,857
13	13th Year	16-Nov-33	15-Nov-34	334,243
14	14th Year	16-Nov-34	15-Nov-35	367,667
15	15th Year	16-Nov-35	15-Nov-36	404,434

- 5 **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
- 6 **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.







of any nature on the same.

21. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
22. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

**YOUSAR ALI**  
 Director Admin & Finance  
 Khyber Pakhtunkhwa, Culture & Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.  
 Contact: +92-91-9211091

**WITNESS 1**

**HAYAT ALI SHAH**  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4, Phase-6, Hayatabad  
 Contact: +92-91-9211091

**PARTY TWO**

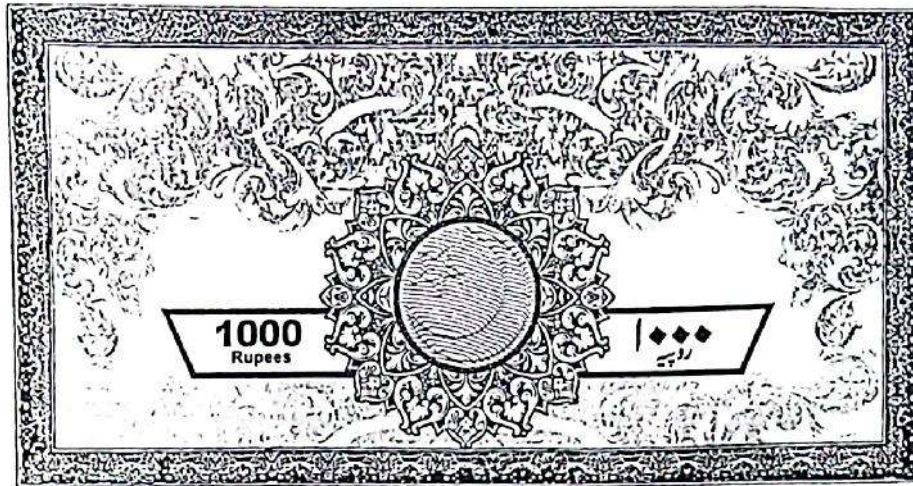
**ABDUL BASIT KHAN**  
 Chief Executive Officer  
 M/S RIVER VIEW INN HOTEL & RESTAURANT  
 CNIC: 42301-7034554-3  
 Address: Zahoor Abad, Pusht Khsuhal Khan Library, Akora Khattak, Tehsil & Distt. Newshehra.  
 Contact: +92-333-9013117

**WITNESS 2**

**HAMID JAN**  
 CNIC: 17201-2588253-7  
 Address: Mohallah Ayoub Abad, Akora Khattak, Tehsil & Distt. Newshehra.  
 Contact: +92-333-9020463





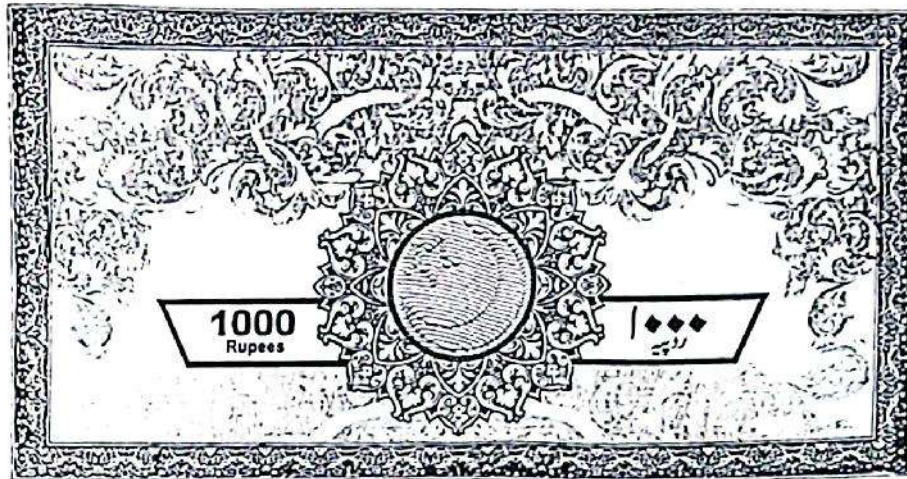


charged, from 1<sup>st</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) in the tune of 50% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guaranteed / Call Deposit Receipt in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit, however the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	16-Nov-21	15-Nov-22	168,500
2	2nd Year	16-Nov-22	15-Nov-23	185,350
3	3rd Year	16-Nov-23	15-Nov-24	203,885
4	4th Year	16-Nov-24	15-Nov-25	224,274
5	5th Year	16-Nov-25	15-Nov-26	246,701
6	6th Year	16-Nov-26	15-Nov-27	271,371
7	7th Year	16-Nov-27	15-Nov-28	298,508
8	8th Year	16-Nov-28	15-Nov-29	328,359
9	9th Year	16-Nov-29	15-Nov-30	361,195
10	10th Year	16-Nov-30	15-Nov-31	397,314
11	11th Year	16-Nov-31	15-Nov-32	437,046
12	12th Year	16-Nov-32	15-Nov-33	480,750
13	13th Year	16-Nov-33	15-Nov-34	528,825
14	14th Year	16-Nov-34	15-Nov-35	581,708
15	15th Year	16-Nov-35	15-Nov-36	639,878

5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all-sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.



7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
- Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - Permission of installation eco-friendly pre-fabricated rooms/dining <sup>THE SEAT allowed only after</sup> the due permission of the Lessor as per layout plan. No brick and mortar constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02 rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the Lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-11 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - In case operationalization of the Rest House is not commenced <sup>to be completed</sup> within the period 06 Months provided in the lease agreement or within the extended <sup>period allowed</sup> by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.





06 قلمت نان جڈیل رٹیب یالینج ماہ 1007 سی ردیو بابت

لتر نام آ. ج. تاریخ 13/11/2021 بر منہ جوات لعل باؤہ برون بنمنتر

سیو ماہر لیتھت خورشمال خان ضلع نوشہرہ لاہور

قلمت خیف ایگزیکٹو دپارٹمنٹ ریوانس ایڈمنسٹریٹو

سٹاؤنر لٹیر نام نیا دھری پش کی



Sub Registrar Lower Chitral

نہ مسیحی خان اسٹینٹ لٹریچر (L3P) کے پی کے ایچ ایڈمنسٹریٹو ڈویژن بڈولیم  
اتحادی (لیٹر نمبر 69-4763) نے اعلیٰ طاہر آکسٹاؤنر لٹیر نام نیا کے معقول  
کے معقول و شہر نیا اکوسن و محمود اسکی جملہ نمبر ریگنل صرف محرف دستہ علم و لعلیہ  
کیتے مہتر کی شناخت ارشد اقبال ولد نر فرزان خان. شاید اقبال ولد نر فرزانہ  
سکنان دیرینہ کوٹ بھعل و ضلع اپور دیر کرتے ہیں. لیکھ صاحب کار صاحب کالی د

لعل باؤہ  
رٹیب یالینج  
مسی حال

لتر نام  
شاعر اقبال ولد نر فرزان  
شہنشاہ کوٹ تحصیل و ضلع اپور دیر

ارشد اقبال ولد نر فرزان خان  
نوشہرہ  
CHITRAL  
MUNICIPAL ACCOUNTS OFFICE  
8 NOV 2021

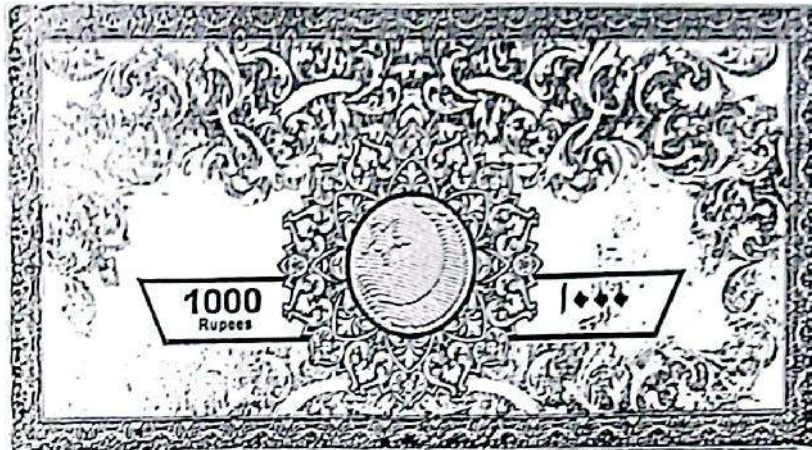
ESSA KHAN  
ASSISTANT DIRECTOR (L&P)  
KPK CULTURE & TOURISM AUTHORITY  
GOVT. OF KHYBER PAKHTUNKHWA  
63576 PLAZA BAGA ROAD, PESHAWAR-2511081

Sub Registrar Lower Chitral

سٹاؤنر لٹیر نام نیا 803 بی بی نورا جلد ضلع سی بی بی نر فرزانہ  
بر آ. ج. تاریخ 13/11/2021 کو حصار و صہلی کالی

Sub Registrar Lower Chitral





charged, from 1<sup>st</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

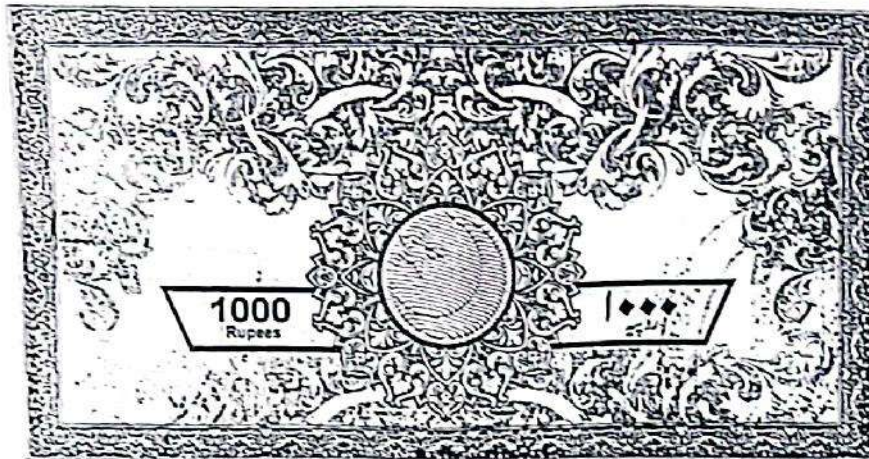
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2	2nd Year	16-Nov-22	15-Nov-23	249,150
3	3rd Year	16-Nov-23	15-Nov-24	274,065
4	4th Year	16-Nov-24	15-Nov-25	301,472
5	5th Year	16-Nov-25	15-Nov-26	331,619
6	6th Year	16-Nov-26	15-Nov-27	364,781
7	7th Year	16-Nov-27	15-Nov-28	401,259
8	8th Year	16-Nov-28	15-Nov-29	441,384
9	9th Year	16-Nov-29	15-Nov-30	485,523
10	10th Year	16-Nov-30	15-Nov-31	534,075
11	11th Year	16-Nov-31	15-Nov-32	587,483
12	12th Year	16-Nov-32	15-Nov-33	646,231
13	13th Year	16-Nov-33	15-Nov-34	710,854
14	14th Year	16-Nov-34	15-Nov-35	781,939
15	15th Year	16-Nov-35	15-Nov-36	860,133

5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities, electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
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of any nature on the same.

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- 22 **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

*[Signature]*  
**YOUSAF ALI**  
 Director Admin & Finance  
 Khyber Pakhtunkhwa, Culture & Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.  
 Contact: +92-91-9211091

**PARTY TWO**

*[Signature]*  
**ABDUL BASIT KHAN**  
 Chief Executive Officer  
 M/S RIVER VIEW INN HOTEL & RESTAURANT  
 CNIC: 42301-7034554-3  
 Address: Zahoor Abad, Pusht Khsuhl Khan Library, Akora Khattak, Tehsil & Distt. Nowshehra.  
 Contact: +92-333-9013117

**WITNESS 1**

*[Signature]*  
**HAYAT ALI SHAH**  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4, Phase-6, Hayatabad  
 Contact: +92-91-9211091

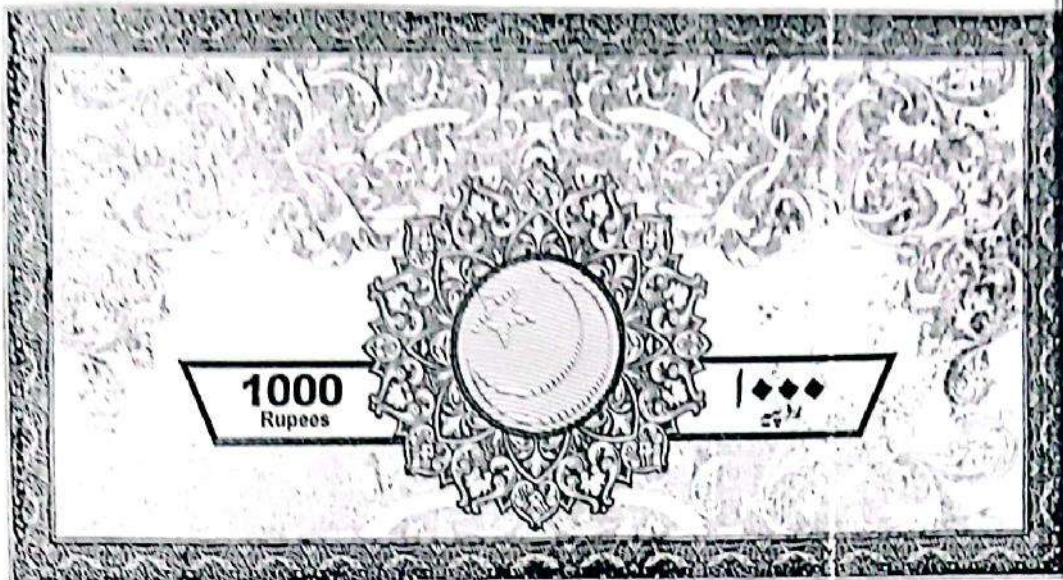
**WITNESS 2**

*[Signature]*  
**HAMID JAN**  
 CNIC: 17201-2588253-7  
 Address: Mohallah Ayoub Abad, Akora Khattak, Tehsil & Distt. Nowshehra.  
 Contact: +92-333-9020463

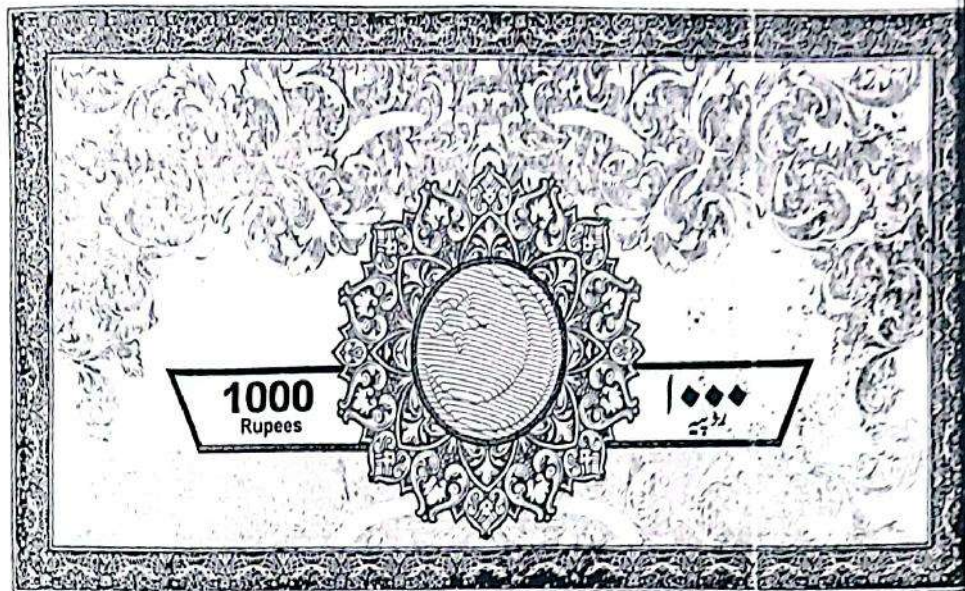








- 7 **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
- 8 **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
- 9 **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
- Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortar constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
- 10 **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
- 11 **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
- 12 **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
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۱۵ قطعہات نان پبلشنگ ایجنسی ہائیکوٹ ہاؤس ۶۶۵۵۷ دہلی

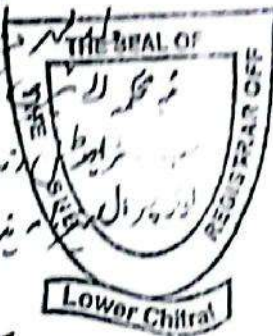
لکھنؤ نامہ آج بتاریخ ۱۱/۱۸ بروز جمعرات لیل بارہ

دل بلا تہ سب رکنہ اور مہتمم ال اوٹور مسی عبد الباقی خان

کمر داؤد خان سائینہ ظہور آباد کشت نوشال

کونڈہ قلم چٹھ اڈوٹو ولیدو ولیدو این

مکاتہ بنا



دینا

Sub Registrar Lower Chitral

مکرم مسی علی خان اسٹنٹ ٹائٹریٹر (L.P) کے بی کے علی انڈیا ٹورزم لکھنؤ  
اتعدادی لکھنؤ نمبر 68-4768 سے احاطہ طائیرا کسرتاویز لکھنؤ نامہ پڑا کے سون و شہزاد  
کے صرف بحرف من و بیجو کسرتی جملہ کسرتی کو درست مسلم و تعریف کسرتی  
کسرتی شناخت ارشد اقبال ولد محمد فرزان سائینہ کی اعجازت اسریناہ نوٹ و عمل  
اپر دیر شاید اقبال ولد محمد فرزان سائینہ بنام نوٹ اسر دیر مقبول و نام دیر پر  
کسرتی دس لکھنؤ اسب ضابطہ کارہ لکھنؤ کی

دستار دل اللہ علی خان

اسب

کواہ شہ

کواہ شہ

ESHA KIAN  
ASSISTANT DIRECTOR (L&P)  
KPK CULTURE & TOURISM AUTHORITY  
GOVT. OF KHYBER PAKHTUNKHWA  
OLYMPIC PLAZA RAHOTO, P. SHANWAL 921101

کواہ شہ

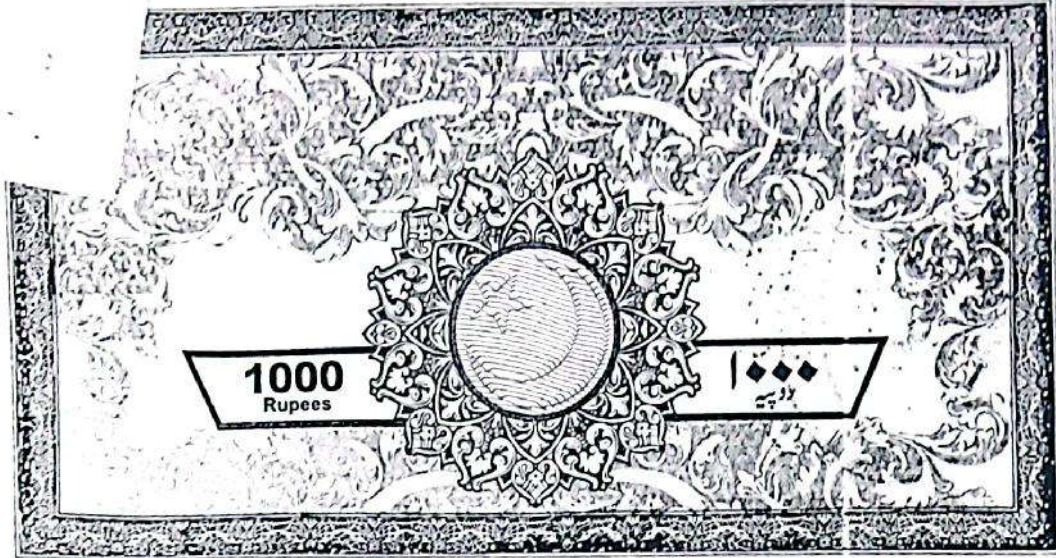
کواہ شہ

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کواہ شہ

Sub Registrar Lower Chitral





will be charged, from 1<sup>st</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

- 4 **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

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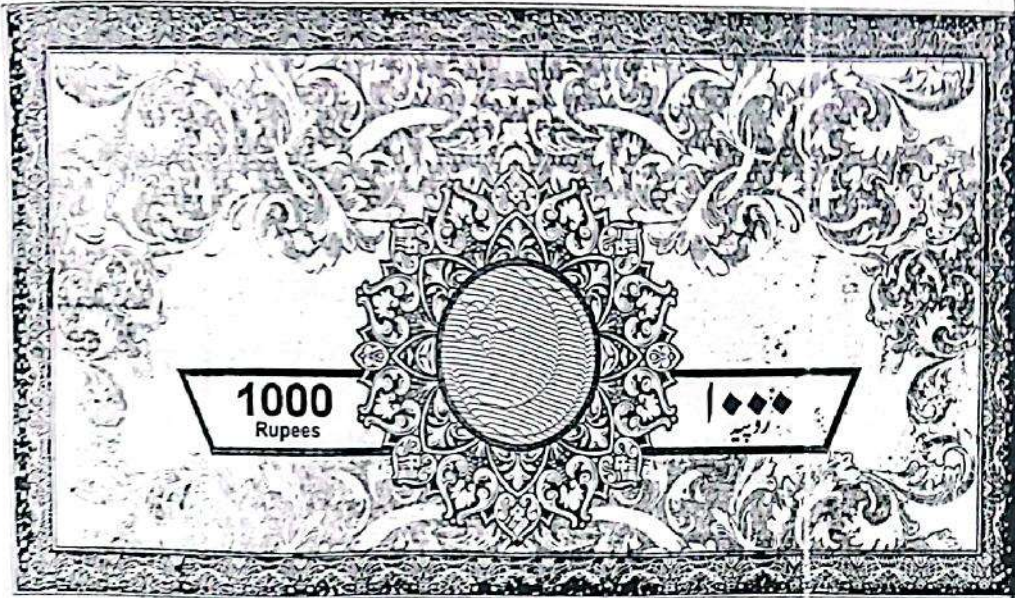
S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	16-Nov-21	15-Nov-22	177,500
2	2nd Year	16-Nov-22	15-Nov-23	195,250
3	3rd Year	16-Nov-23	15-Nov-24	214,775
4	4th Year	16-Nov-24	15-Nov-25	236,253
5	5th Year	16-Nov-25	15-Nov-26	259,878
6	6th Year	16-Nov-26	15-Nov-27	285,866
7	7th Year	16-Nov-27	15-Nov-28	314,452
8	8th Year	16-Nov-28	15-Nov-29	345,897
9	9th Year	16-Nov-29	15-Nov-30	380,487
10	10th Year	16-Nov-30	15-Nov-31	418,536
11	11th Year	16-Nov-31	15-Nov-32	460,389
12	12th Year	16-Nov-32	15-Nov-33	506,428
13	13th Year	16-Nov-33	15-Nov-34	557,071
14	14th Year	16-Nov-34	15-Nov-35	612,778
15	15th Year	16-Nov-35	15-Nov-36	674,056

Lower Chitral

- 5 **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
- 6 **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.







of any nature on the same.

- 21 **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
- 22 **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

YOUSAF ALI  
 Director Admin & Finance  
 Khyber Pakhtunkhwa, Culture & Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar  
 Sports Complex, Stadium Road,  
 Peshawar Cantt.  
 Contact: +92-91-9211091

**PARTY TWO**

ABDUL BASIT KHAN  
 Chief Executive Officer  
 M/S RIVER VIEW INN HOTEL & RESTAURANT  
 CNIC: 42301-7034554-3  
 Address: Zahoor Abad, Pusht Khsuhal Khan  
 Library, Akora Khattak, Tehsil & Dist.  
 Nowshehra.  
 Contact: +92-333-9013117

**WITNESS 1**

HAYAT ALI SHAH  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4,  
 Phase-6, Hayatabad  
 Contact: +92-91-9211091

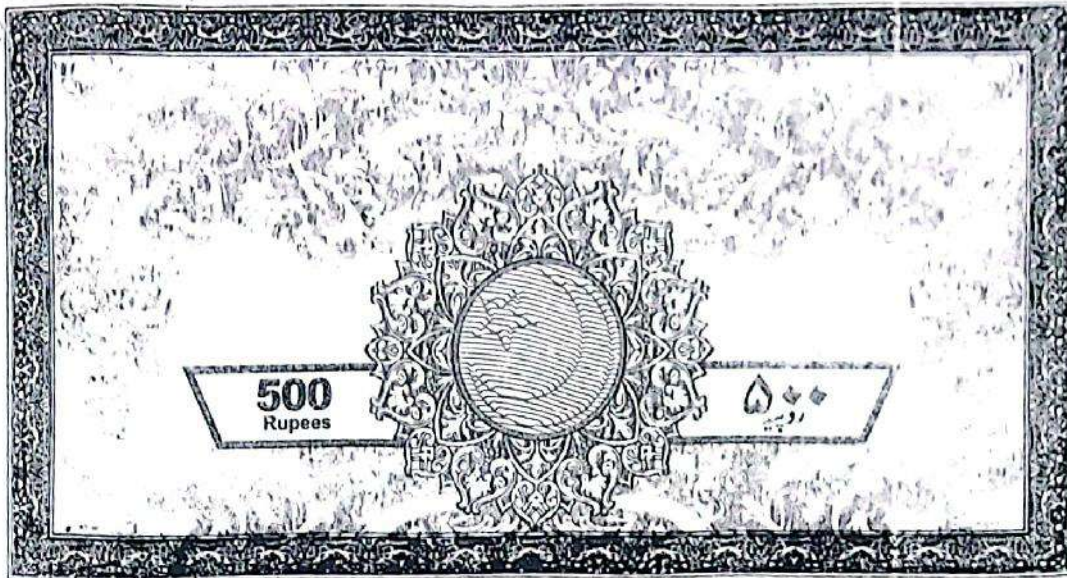
**WITNESS 2**

HAMID JAN  
 CNIC: 17201-2588253-7  
 Address: Mohallah Ayoub Abad, Akora  
 Khattak, Tehsil & Distt. Nowshehra.  
 Contact: +92-333-9020463









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S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	26-Nov-21	25-Nov-22	500,000
2	2nd Year	26-Nov-22	25-Nov-23	550,000
3	3rd Year	26-Nov-23	25-Nov-24	605,000
4	4th Year	26-Nov-24	25-Nov-25	665,500
5	5th Year	26-Nov-25	25-Nov-26	732,050
6	6th Year	26-Nov-26	25-Nov-27	805,255
7	7th Year	26-Nov-27	25-Nov-28	885,781
8	8th Year	26-Nov-28	25-Nov-29	974,359
9	9th Year	26-Nov-29	25-Nov-30	1,071,794
10	10th Year	26-Nov-30	25-Nov-31	1,178,974
11	11th Year	26-Nov-31	25-Nov-32	1,296,871
12	12th Year	26-Nov-32	25-Nov-33	1,426,558
13	13th Year	26-Nov-33	25-Nov-34	1,569,214
14	14th Year	26-Nov-34	25-Nov-35	1,726,136
15	15th Year	26-Nov-35	25-Nov-36	1,898,749

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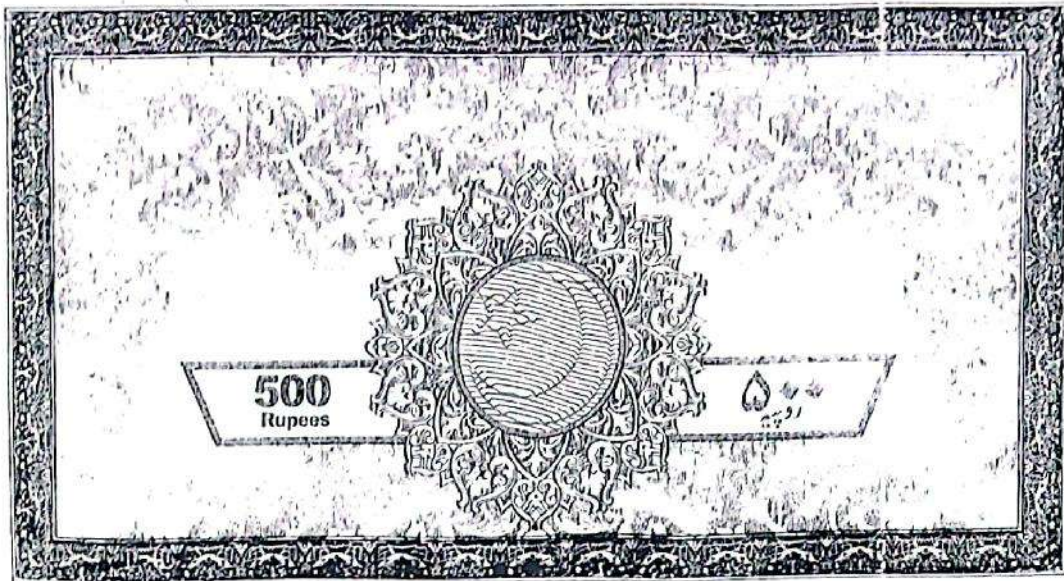
(30)  
 تین قطعہ اشاد پائے مالیتی 15000 روپے ہر ایک لکیر ڈیڈ باہت ریسٹ ہاوس انجین  
 یٹ گاہ ضلع صوابی۔ جائیداد/ملکیتی فیکہ ٹورنیزم گورنمنٹ آف خیبر پختونخواہ ،  
 آج تاریخ 27 دسمبر 2021ء بروز پیر بوقت ماہین 3/4 بجے ، بد فترتیب جسٹس  
 قتل بڑی ، یوسف علی ڈائریکٹر ایڈمن انیڈ فائننس خیبر پختونخواہ ، کلچر انیڈ ٹورنیزم  
 القاریٹ - سکندر لیمیک بلازہ لٹرار سپورٹس کیڈیکس سٹیڈیم روڈ لٹرار کینٹ  
 فریق اول (مذکورہ) نے اصلتاً حاضر ہو کر وثیقہ مذاکرہ عرض جسٹس پیش کرتے ہوئے  
 عید جلدگی نسویرا محمد صاحبہ (فریق دوم) احارہ گیر بندہ - منجھنگ پارٹنرز میز چیب  
 انٹریڈ انٹرز ساکن اپیا رنمنٹ فبر فی-14 گولڈن ہائٹس سکیر 11/11 اسلام آباد ،  
 لشناخت حیات علی شاہ ولد سکندر ایس نمبر 140 سٹریٹ 7 سکیر 4/4  
 تیز کے حیات آباد لٹرار - آختر سلطان ولد سکندر چن جانی ڈاکخانہ  
 خاص ، قتل ، ضلع ایبٹ آباد ، گواہان شناخت کے ، حضرن وثیقہ مذاکرہ  
 صرف عید سن وسیحہ کر اسکی جملہ عترتیر ، تامل کو درست تیلیم ولقدیق کیا -  
 امیر العبد اطمینان رلتی معتبری گواہان شناخت کے جسٹس حسب ضابطہ کماور

TOP REGISTRATION  
 27  
 نسویرا محمد صاحبہ  
 مذکور (فریق دوم) احارہ گیر بندہ

یوسف علی ڈائریکٹر  
 مذکور (فریق اول)  
 (احارہ دہندہ)

گواہ  
 آختر سلطان مذکور

2465  
 گواہ  
 حیات علی شاہ  
 مذکور



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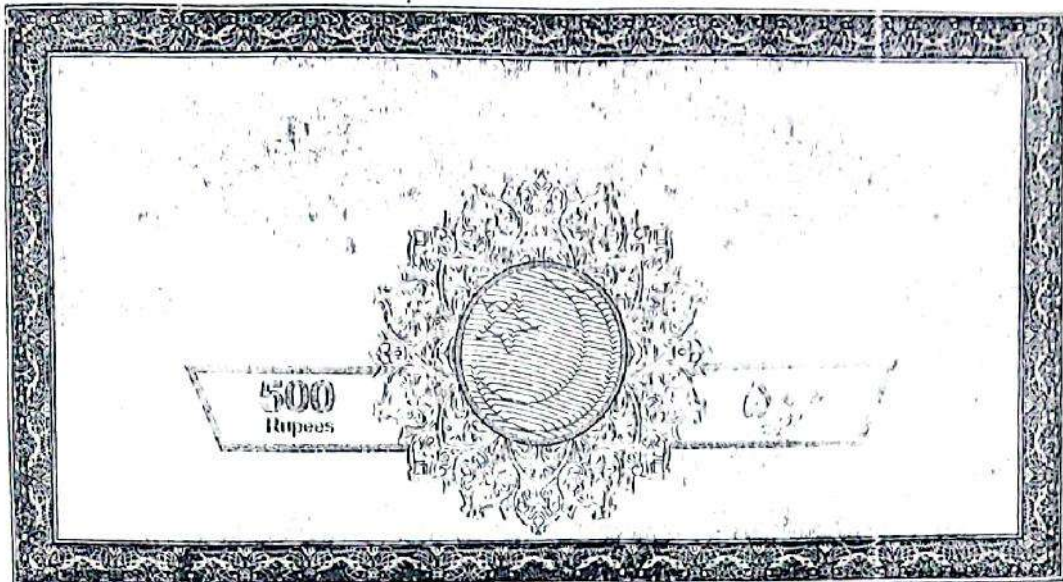
دعوتاً و نیز بذراعت 85 ہی عا علیہ عا صفحہ

آج مورخہ 27/12/2021 کو درج حسب ذیل کر مجلہ

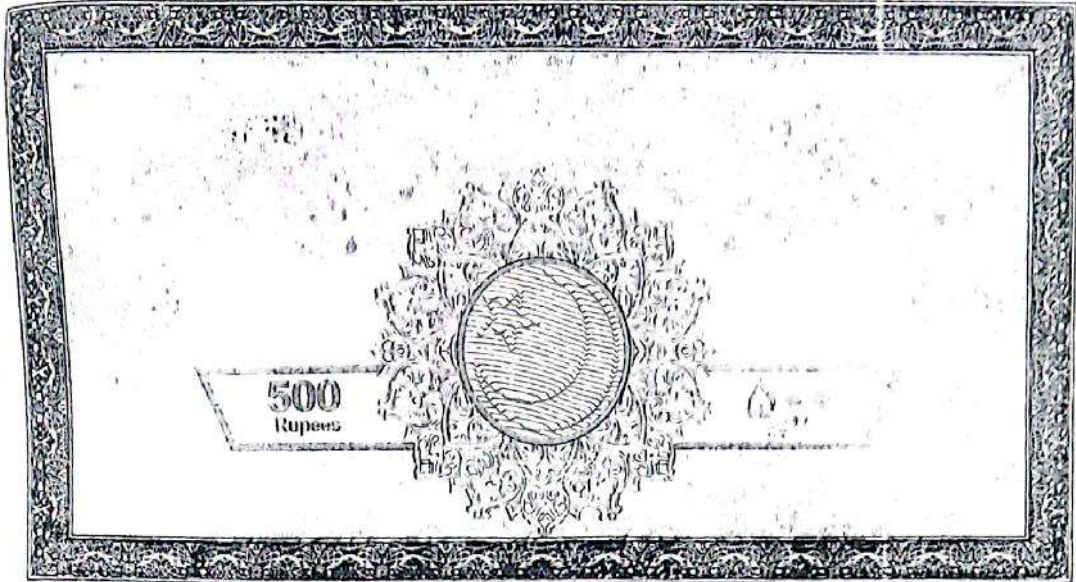
دیکھنے کے لئے انڈیا انٹرنیٹ و سٹریمر فرم

ہمارے رویہ و شیپ کے لئے

SUB REGISTRAR  
TUM  
SRT



14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary* of the Province of the Khyber Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Authorization:** Lessor has authorized Lessee (Chib Enterprises) to act on their behalf and present in all Govt./Semi Govt., offices, court of law or any other departments / offices where representation of KPCTA is required in smooth functioning / operation of Rest House Inspection Hut Gala, with prior approval of KPCTA.
19. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
20. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
21. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the



time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenin etc. and lessor will have no claim of any nature on the same.

22. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
23. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 24.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

YOUSAF ALI  
 Director Admin & Finance  
 Khyber Pakhtunkhwa, Culture &  
 Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar  
 Sports Complex, Stadium Road,  
 Peshawar Cantt.  
 Contact: +92-91-9211091

**PARTY TWO**

TANWIR AHMED RAJA  
 Managing Partner  
 M/S CHIB ENTERPRISES  
 CNIC: 37405-9172564-5  
 Address: APT # P-14, Golden Heights, Sector  
 F-11/1, Islamabad  
 Contact: +92-51-2299676, 300-8554359

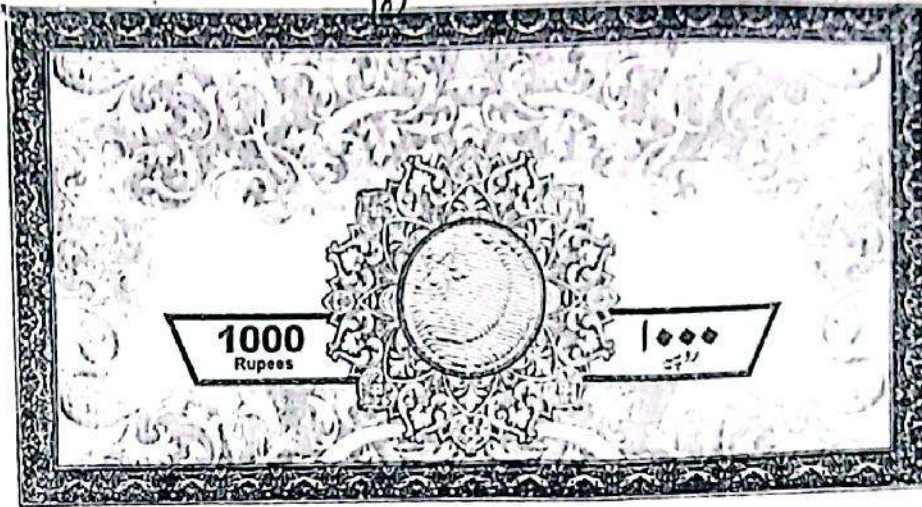
**WITNESS 1**

HAYAT ALI SHAH  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4,  
 Phase-6, Hayatabad  
 Contact: +92-91-9211091

**WITNESS 2**

AKHTAR SULTAN  
 CNIC: 37405-8630790-9  
 Address: Chanjanz P.O. Khas Tehsil & Distt.  
 Abbottabad.  
 Contact: +92-0300-8542574

953500



#### LEASE AGREEMENT

This lease agreement is made on this day 26<sup>th</sup> November, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority. (hereinafter referred as the Lessor) is PARTY ONE to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/s Chib Enterprises (hereinafter referred to as the Lessee) is PARTY TWO, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

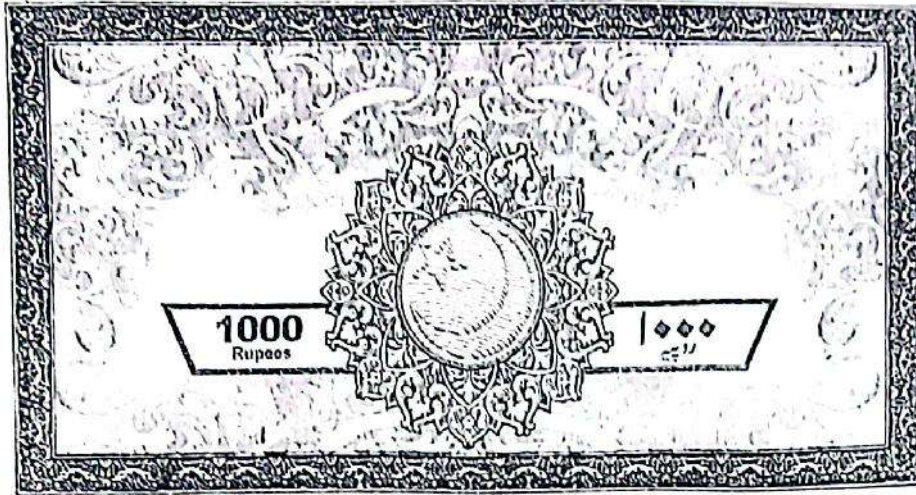
WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Rest House Khanpur) District Haripur, hereinafter referred to as the premises;

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Rest House Khanpur) District Haripur, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

- 1. Term of the Agreement:** This Agreement shall come into force with effect from this day 26<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the "lease period"). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.
- 2. Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.
- 3. Cost of the Agreement:** The lease amount shall be Rs. 504,000/- (Five Hundred Four Thousand Only) per annum exclusive of Govt. Taxes. The said amount is payable in advance and on yearly basis on 26<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 0.5% of the annual lease amount per day as penalty will be charged.





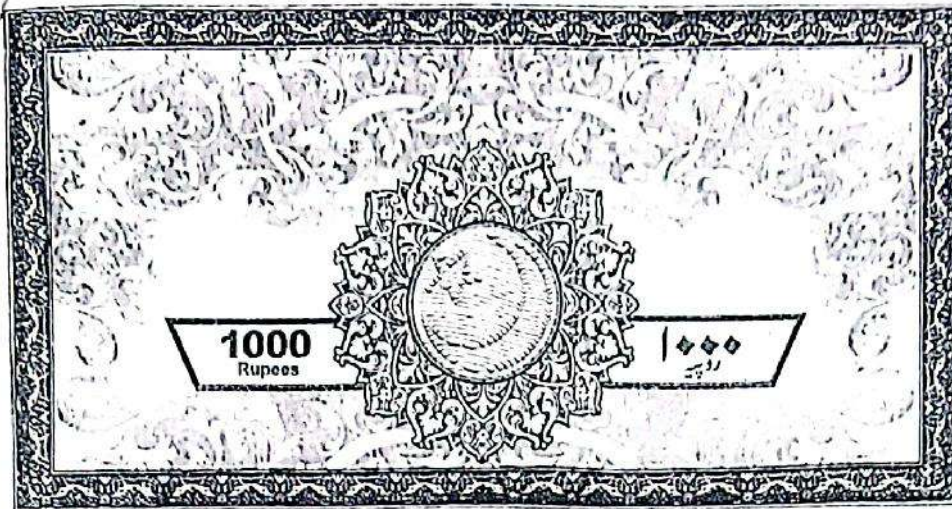
from 12<sup>th</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid:
1	1st Year	26-Nov-21	25-Nov-22	504,000
2	2nd Year	26-Nov-22	25-Nov-23	554,400
3	3rd Year	26-Nov-23	25-Nov-24	609,840
4	4th Year	26-Nov-24	25-Nov-25	670,824
5	5th Year	26-Nov-25	25-Nov-26	737,906
6	6th Year	26-Nov-26	25-Nov-27	811,697
7	7th Year	26-Nov-27	25-Nov-28	892,867
8	8th Year	26-Nov-28	25-Nov-29	982,153
9	9th Year	26-Nov-29	25-Nov-30	1,080,369
10	10th Year	26-Nov-30	25-Nov-31	1,188,406
11	11th Year	26-Nov-31	25-Nov-32	1,307,246
12	12th Year	26-Nov-32	25-Nov-33	1,437,971
13	13th Year	26-Nov-33	25-Nov-34	1,581,768
14	14th Year	26-Nov-34	25-Nov-35	1,739,945
15	15th Year	26-Nov-35	25-Nov-36	1,913,939

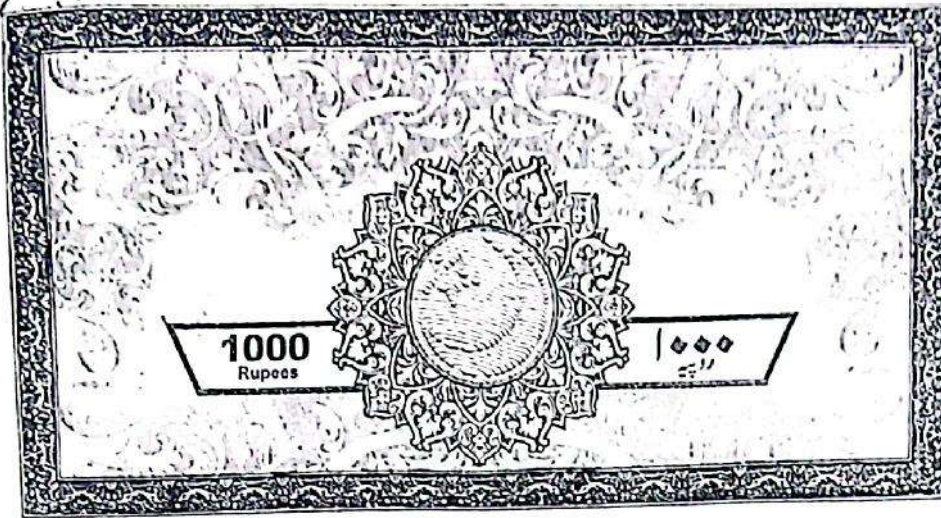
5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.





14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NOMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the *Secretary Tourism* comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary* of the Province of the Khyber Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by *Director General, Khyber Pakhtunkhwa Culture and Tourism Authority*.
18. **Authorization:** Lessor has authorized Lessee (Chib Enterprises) to act on their behalf and present in all Govt./Semi Govt., offices, court of law or any other departments / offices where representation of KPCTA is required in smooth functioning / operation of *Batrali Rest House* with prior approval of KPCTA.  
KHAHPUR
19. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
20. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
21. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the

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time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenin etc. and lessor will have no claim of any nature on the same.

22. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
23. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 24.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

**YOUSAF ALI**  
Director Admin & Finance,  
Khyber Pakhtunkhwa, Culture &  
Tourism Authority  
CNIC: 16101-1848796-5  
Address: Olympic Plaza, Peshawar  
Sports Complex, Stadium Road,  
Peshawar Cantt.  
Contact: +92-91-9211091

**PARTY TWO**



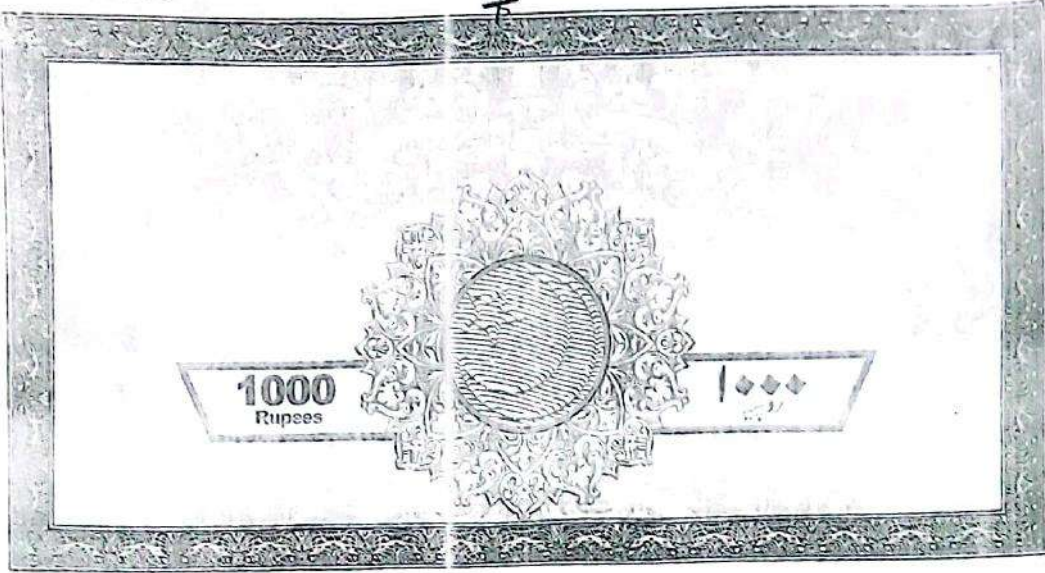
**TANWIR AHMED RAJA**  
Managing Partner  
M/S CHIB ENTERPRISES  
CNIC: 37405-9172564-5  
Address: APT # P-14, Golden Heights, Sector  
F-11/1, Islamabad  
Contact: +92-51-2299676, 300-8554359

**WITNESS 1**

**HAYAT ALI SHAH**  
CNIC:17301-3651026-9  
Address: House # 140, Street No. 7, Sector F/4,  
Phase-6, Hayatabad  
Contact: +92-91-9211091

**WITNESS 2**

**AKHTAR SULTAN**  
CNIC: 37405-8630790-9  
Address: Chanjana P.O. Khas Tehsil & Distt.  
Abbottabad.  
Contact: +92-0300-8542574



### LEASE AGREEMENT

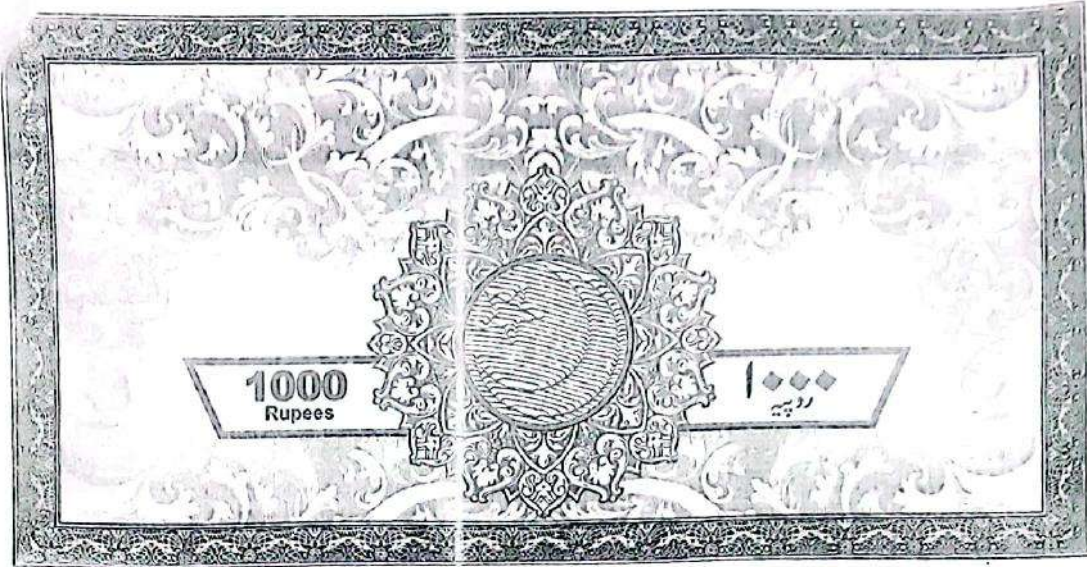
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WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Rest House Batrasi) District Mansehra, hereinafter referred to as the premises;

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Rest House Batrasi) District Mansehra, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 26<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.
2. **Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.
3. **Cost of the Agreement:** The lease amount shall be Rs. 312,000/- (Three Hundred Twelve Thousand Only) per annum *exclusive of Govt. Taxes*. The said amount is payable in advance and on yearly basis on 26<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 0.5% of the annual lease amount per day as penalty will be charged.

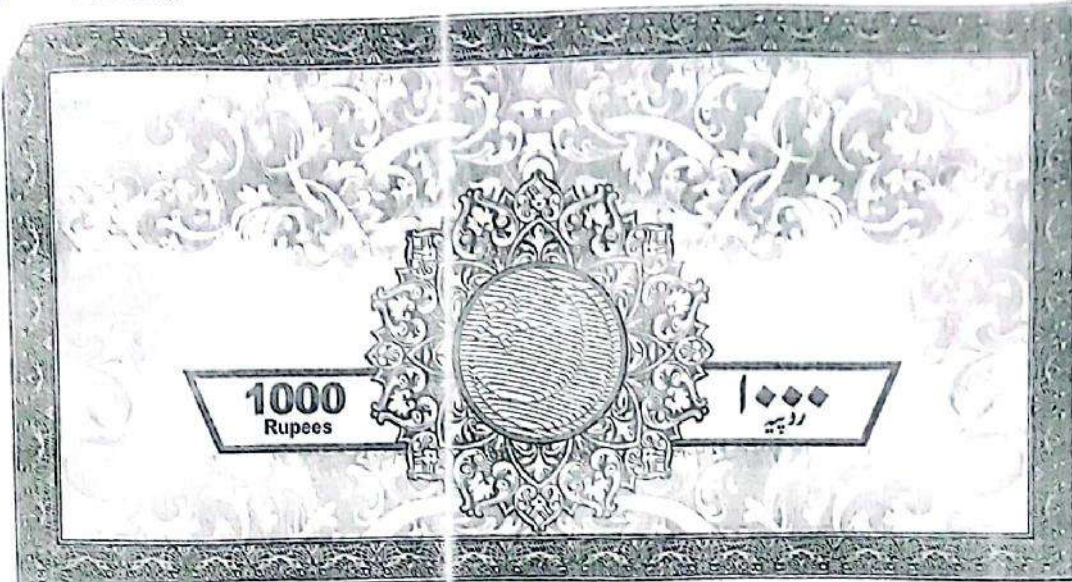


from 12<sup>th</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	26-Nov-21	25-Nov-22	312,000
2	2nd Year	26-Nov-22	25-Nov-23	343,200
3	3rd Year	26-Nov-23	25-Nov-24	377,520
4	4th Year	26-Nov-24	25-Nov-25	415,272
5	5th Year	26-Nov-25	25-Nov-26	456,799
6	6th Year	26-Nov-26	25-Nov-27	502,479
7	7th Year	26-Nov-27	25-Nov-28	552,727
8	8th Year	26-Nov-28	25-Nov-29	608,000
9	9th Year	26-Nov-29	25-Nov-30	668,800
10	10th Year	26-Nov-30	25-Nov-31	735,680
11	11th Year	26-Nov-31	25-Nov-32	809,248
12	12th Year	26-Nov-32	25-Nov-33	890,172
13	13th Year	26-Nov-33	25-Nov-34	979,190
14	14th Year	26-Nov-34	25-Nov-35	1,077,109
15	15th Year	26-Nov-35	25-Nov-36	1,184,819

5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.



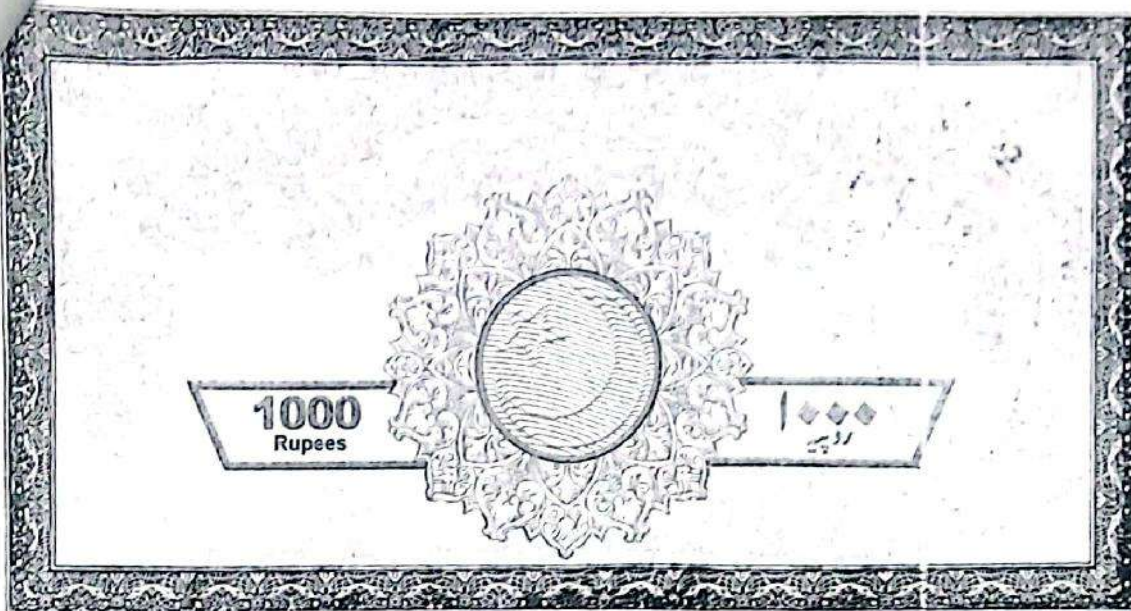
7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
  - a. Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - b. Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortal constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12:12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - c. In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.









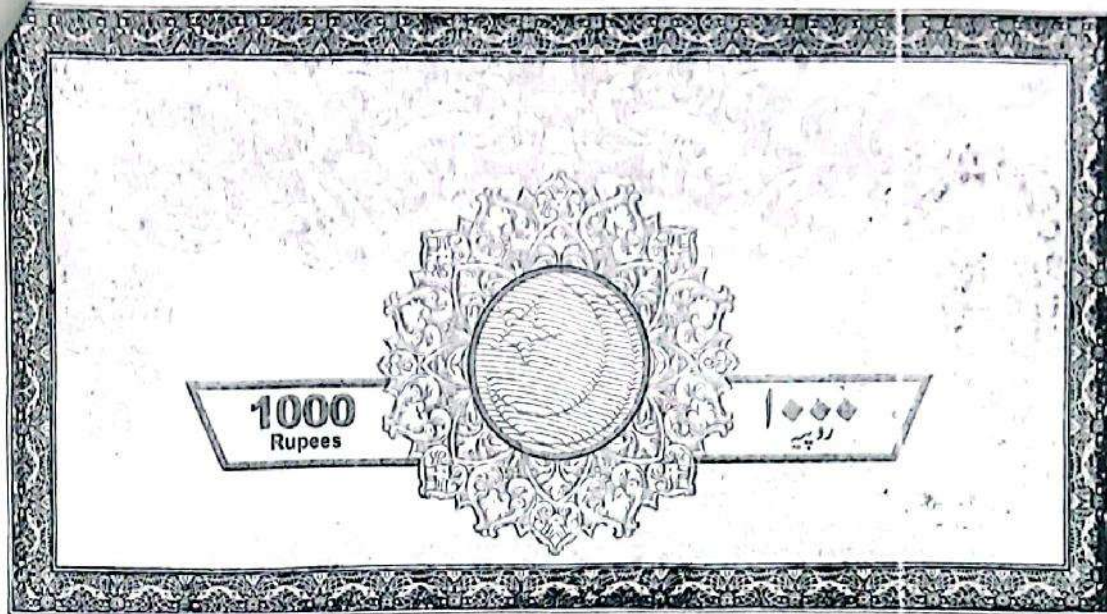


from 12<sup>th</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

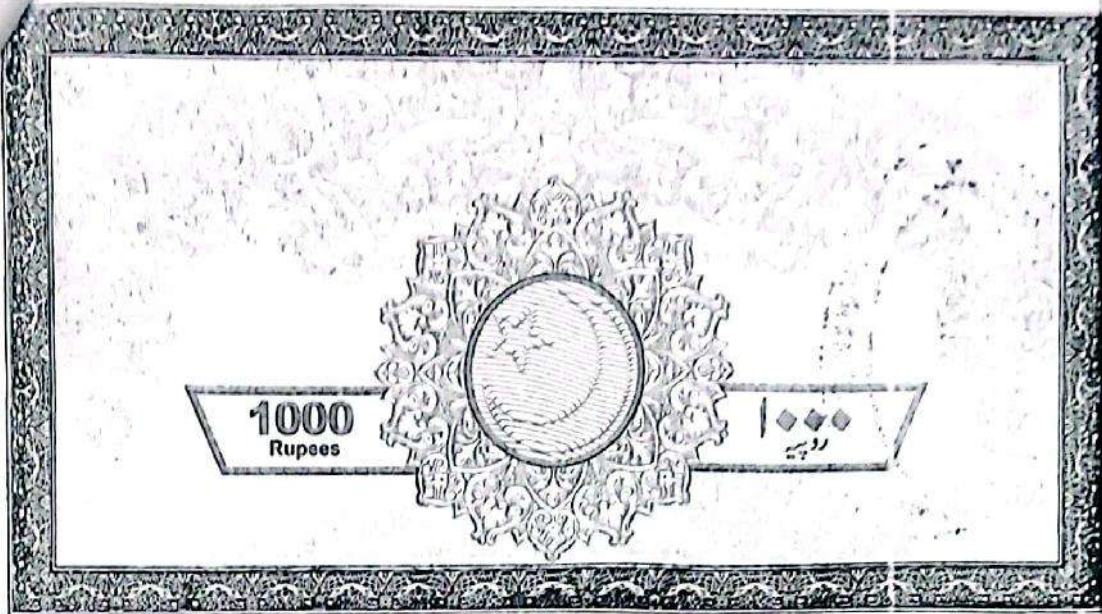
4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	26-Nov-21	25-Nov-22	300,000
2	2nd Year	26-Nov-22	25-Nov-23	330,000
3	3rd Year	26-Nov-23	25-Nov-24	363,000
4	4th Year	26-Nov-24	25-Nov-25	399,300
5	5th Year	26-Nov-25	25-Nov-26	439,230
6	6th Year	26-Nov-26	25-Nov-27	483,153
7	7th Year	26-Nov-27	25-Nov-28	531,468
8	8th Year	26-Nov-28	25-Nov-29	584,615
9	9th Year	26-Nov-29	25-Nov-30	643,077
10	10th Year	26-Nov-30	25-Nov-31	707,384
11	11th Year	26-Nov-31	25-Nov-32	778,123
12	12th Year	26-Nov-32	25-Nov-33	855,935
13	13th Year	26-Nov-33	25-Nov-34	941,529
14	14th Year	26-Nov-34	25-Nov-35	1,035,681
15	15th Year	26-Nov-35	25-Nov-36	1,139,250

5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.

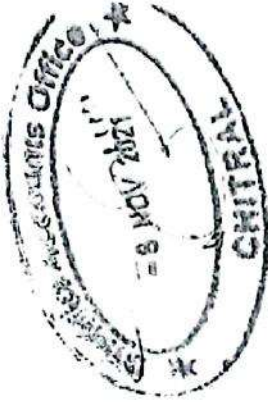


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10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
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وقتاً - نان صاحب شل ایکٹب ماہیتی 9000 روپے

بابت لہنز نام / معاہدہ نام آج تاریخ 11/03/2022 بروز جمع

لیکن بارہ بادل بنتر سبب رصہ اور چترال لوٹر

مسٹی تنویر الرحمہ راج Managing Partner -

Golden P-14 # APT - M/SHIB - ENTERPRISE

Islamabad-F-7E/3 Heights Sector

منہ بنادر لہنز نام ریزہ کفرض رصہ کی پیش کردہ

an: 37405-9172564-5

تنویر الرحمہ راج

Sub Registrar  
Lower District

منہ مسٹی عسی خان ولد سوار خان نمائندہ اسٹینڈ ڈیڑہ لہنز نام ریزہ کفرض رصہ کی پیش کردہ لہنز نام  
لہرز نام اتحادی (KP) نے اطلاع طامیرا کر تیاو لہنز نام ریزہ کفرض رصہ کی پیش کردہ لہنز نام کو سن  
و سبب لہرز نامی جملہ فریڈ و ٹیکس کو درست تسلیم و تعریف تھے شنافت اجہر سلطان ولد سلطان محمد  
خان ساکنہ پنجاب تحصیل و ضلع ایبٹ آباد بلال احمد ولد غلام محی الدین ساکنہ ایبٹ آباد کرتے  
ہیں۔ لہذا صاحب ضابطہ رصہ کی لگاؤ و معاہدہ

گواہ شد

المنہ

بلال احمد ولد غلام  
محی الدین ساکنہ  
ایبٹ آباد رصہ کی لگاؤ

گواہ شد  
خیزر سلطان ولد  
سلطان محمد خان بٹینہ  
پنجاب ڈاکخانہ خاص  
ضلع ایبٹ آباد -

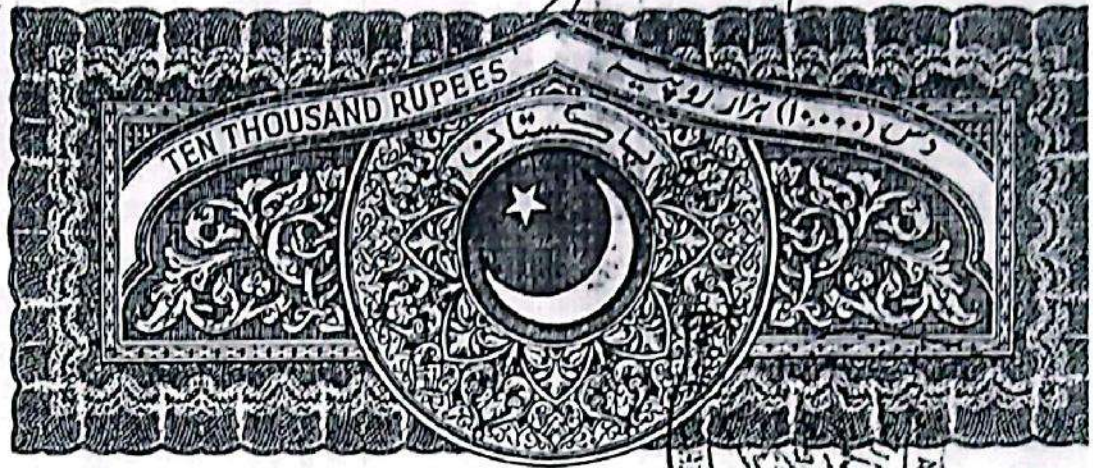
an 16101-6318581-7

Sub Registrar  
Lower District

منہ  
تیاو لہنز نام ریزہ کفرض رصہ 1800 روپے جملہ فریڈ 52 لہنز نام 65  
آج تاریخ 11/03/2022 کو منہ رصہ کی لگاؤ

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13



LEASE AGREEMENT

1/5  
SR

This lease agreement is made on this day 1<sup>st</sup> June, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority (hereinafter referred as the Lessor) is PARTY ONE to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/Rockwood Nepal (hereinafter referred to as the Lessee) is PARTY TWO, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Karnak House Nathiagali) District Abbottabad, (hereinafter referred to as the premises; *land measuring 63.9 Madas will be handed over to the Lessee.*

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Karnak House Nathiagali) District Abbottabad, under Khyber Pakhtunkhwa Real Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

AND, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 1<sup>st</sup> June, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as 'the lease period'). The Lessor shall handover the premises on the date of signing of agreement and on the termination of this agreement shall be exercised. Whereas, the lease shall start from the signing of this agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the rest house is not commenced or completed within the period provided in the lease agreement or within the regulated period allowed by the competent authority, termination of lease or suspension of land shall be stipulated in the lease agreement.

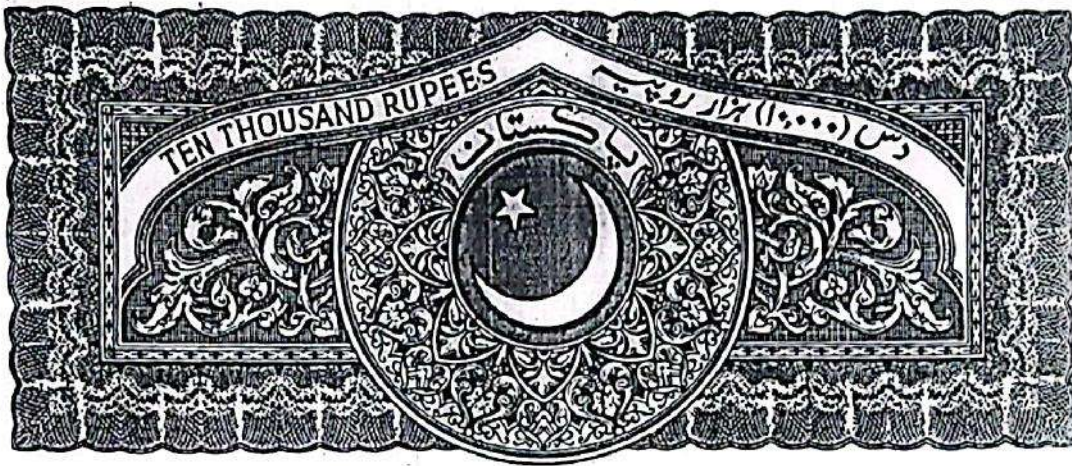
**Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.

**Cost of the Agreement:** The lease amount shall be Rs. 4,850,000/- (Four million six hundred and fifty thousand) per annum exclusive of Govt. Taxes. The said amount is payable in advance and on yearly basis on 1<sup>st</sup> June every year during agreement of fifteen years with grace period of 15 days as respect of which the lease amount is due falling which 1% of the annual lease amount per day as penalty will be charged from 1<sup>st</sup> June every year during agreement of fifteen years. Lease amount shall be enhanced by 10% increase on compound annual basis.

Director (Finance)  
Khyber Pakhtunkhwa  
Culture & Tourism Authority







4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will set up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessor after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However, the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	To	Lease Amount to be Paid
1	1st Year	1-Jun-21	31-May-22	4,65,000
2	2nd Year	1-Jun-22	31-May-23	5,11,000
3	3rd Year	1-Jun-23	31-May-24	5,62,000
4	4th Year	1-Jun-24	31-May-25	6,17,000
5	5th Year	1-Jun-25	31-May-26	6,76,000
6	6th Year	1-Jun-26	31-May-27	7,39,000
7	7th Year	1-Jun-27	31-May-28	8,06,000
8	8th Year	1-Jun-28	31-May-29	8,78,000
9	9th Year	1-Jun-29	31-May-30	9,54,000
10	10th Year	1-Jun-30	31-May-31	10,35,000
11	11th Year	1-Jun-31	31-May-32	11,21,000
12	12th Year	1-Jun-32	31-May-33	12,13,000
13	13th Year	1-Jun-33	31-May-34	13,11,000
14	14th Year	1-Jun-34	31-May-35	14,15,000
15	15th Year	1-Jun-35	31-May-36	15,25,000

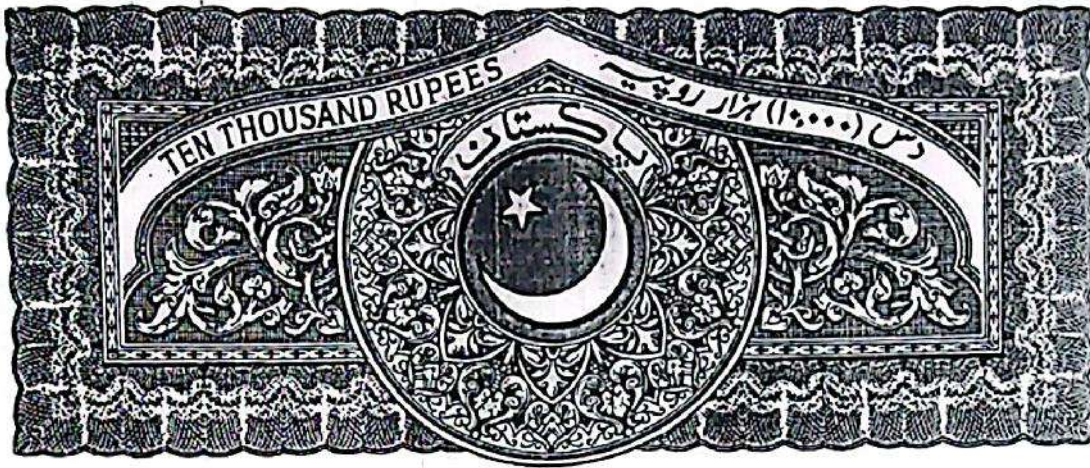


**Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the lease period and shall submit their copies to the Lessor on quarterly basis.

5. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessor shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership of the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs of the Lessee for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.

*[Signature]*  
 Director (Admin/Finance)  
 Khyber Pakhtunkhwa  
 Culture & Tourism Authority

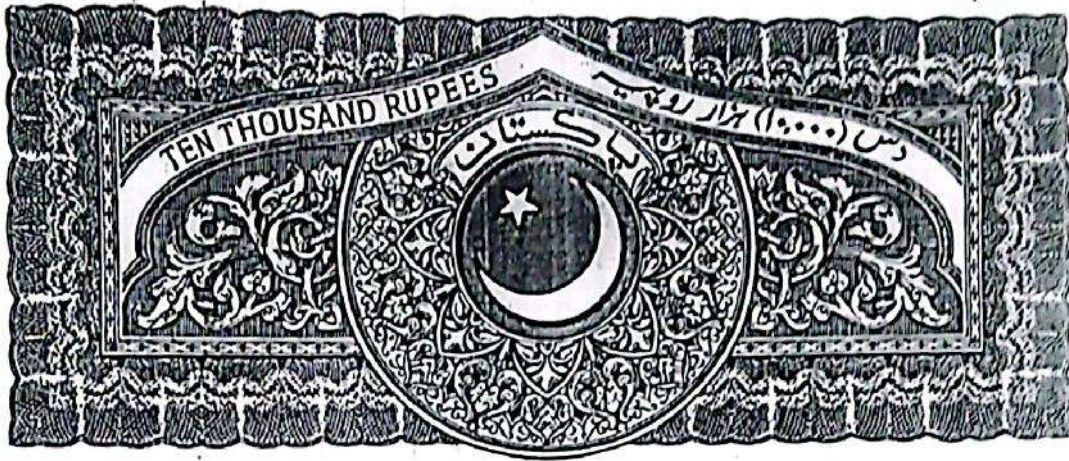
*[Signature]*



7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
- Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortal constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation, would either be demolished or declared as government property.
- In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
- Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what-so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.
- Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay

13/03/2023  
 (Ahmed Farooq)  
 Rhywar Paktunistan  
 Fashion & Tourism Authority

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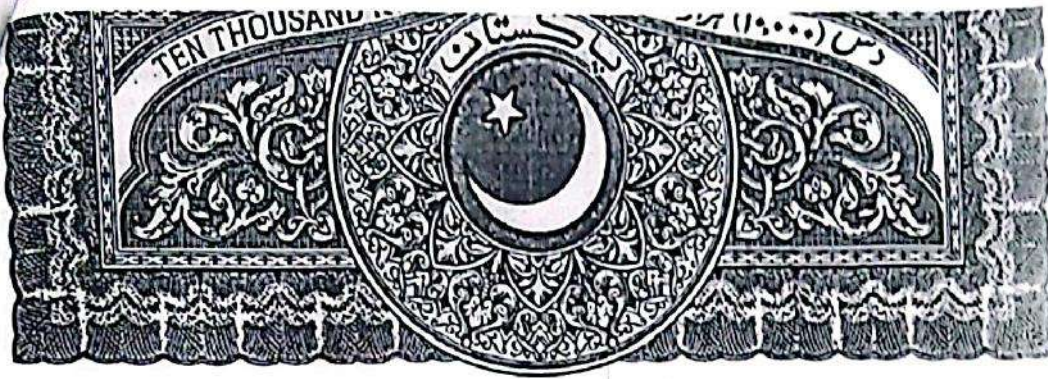


the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.

15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary* of the Province of the Khyber Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
19. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with competent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge on the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
20. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenin etc, and lessor will have no claim of any nature on the same.

**Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and

Director (Administration)  
Khyber Pakhtunkhwa  
Culture & Tourism Authority




parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.

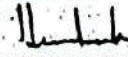
22 **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

PARTY ONE

  
**YOUSAF ALI**  
Director Admin & Finance,  
Khyber Pakhtunkhwa, Culture &  
Tourism Authority  
CNIC: 16101-1848796-5  
Address: Olympic Plaza, Peshawar  
Sports Complex, Stadium Road,  
Peshawar Cantt.  
Contact: +92-91-8211001  
**(Admin/Finance)**  
**Khyber Pakhtunkhwa**  
**Culture & Tourism Authority**


WITNESS 1

  
**HAYAT ALI SHAH**  
CNIC: 17301-3651026-9  
Address: House # 140, Street No. 7, Sector E-14,  
Phase G, Hayatabad

PARTY TWO

  
**USMAN PERQZ**  
General Manager  
M/S ROCKWOOD RESORT  
CNIC: 13101-6623151-9  
Address: House # 115, Street # 20, Sector  
F-10/2, Islamabad.  
Contact: +92-997-430325  
+92-333-4112788

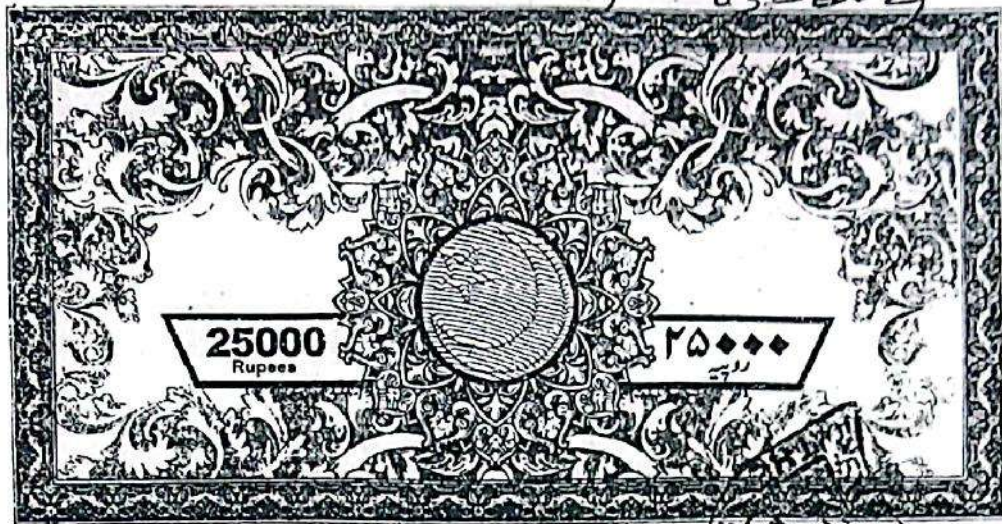
WITNESS 2

  
**MUHAMAD QASIM**  
CNIC: 13101-4167114-7  
Address: House # CB-23, Mehaliah Street,  
Dheri, Iqbal Road Supply Sided, Road,  
Abbottabad Cantt



2566

03-6-21



LEASE AGREEMENT

This lease agreement is made on this day 1<sup>st</sup> June, 2021 between the Government of Khyber Pakhtunkhwa through: Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority. (hereinafter referred as the Lessor) is PARTY ONE to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/s Apical Ways (hereinafter referred to as the Lessee) is PARTY TWO, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Police House Nathiagali) District Abbottabad, hereinafter referred to as the premises; *Land measuring 92.2 Marlas will be handed over to the lessee.*

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Police House Nathiagali) District Abbottabad, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 1<sup>st</sup> June, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.

**Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor during Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.

3. **Cost of the Agreement:** The lease amount shall be Rs. 6,450,000/- (Six Million Four Hundred Fifty Thousand Only) per annum exclusive of Govt. Taxes. The said amount is payable in advance and on yearly basis on 1<sup>st</sup> June every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due during which 1% of the annual lease amount per day as penalty will be charged, from 16<sup>th</sup>



*[Handwritten signature]*

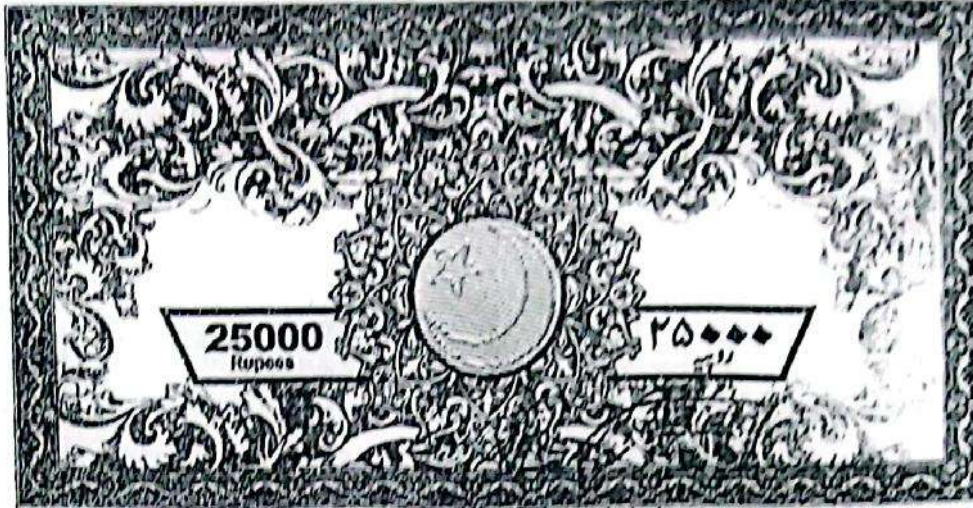
*[Handwritten signature]*

Director (Admin/Finance)









7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.

- a. Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
- b. Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortar constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.

- c. In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.

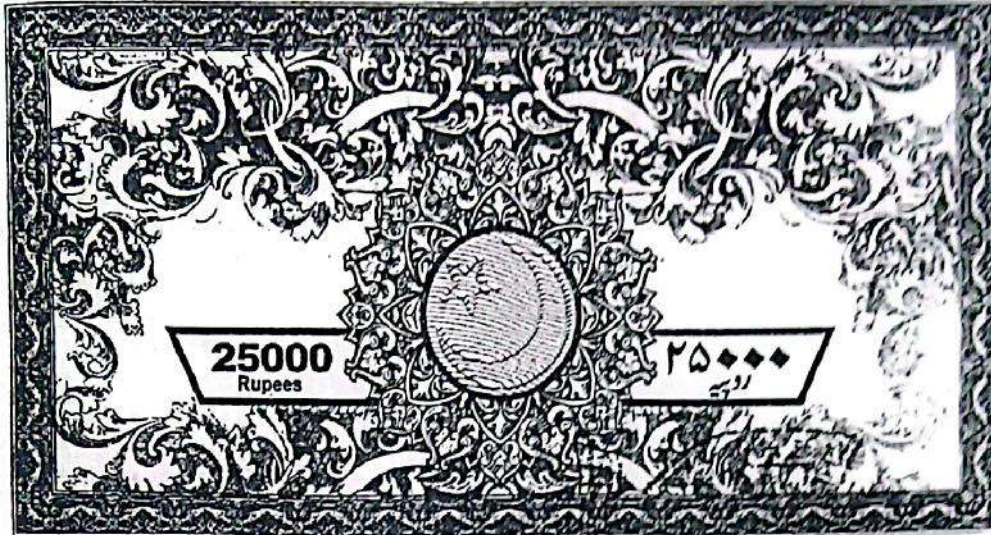
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.

11. **Prohibited Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.

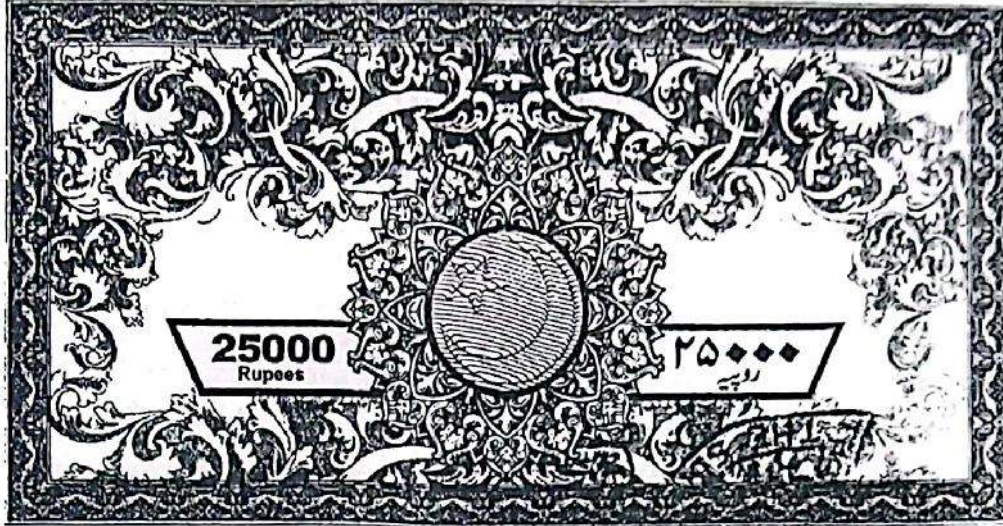
12. **Non-interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.

13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.





14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary of the Province of the Khyber Pakhtunkhwa* in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
19. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with proper reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
20. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenin etc. and lessor will have no claim



of any nature on the same.

21. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
22. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23.

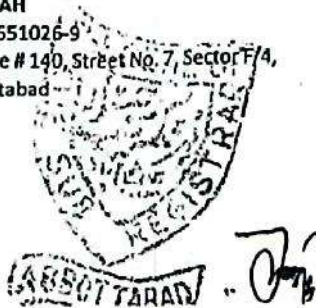
THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

*[Signature]*  
 Director (Admin/Finance)  
 Khyber Pakhtunkhwa  
 Culture & Tourism Authority  
 Director Admin & Finance,  
 Khyber Pakhtunkhwa, Culture &  
 Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar  
 Sports Complex, Stadium Road,  
 Peshawar Cantt.  
 Contact: +92-91-9211091

**WITNESS 1**

*[Signature]*  
 HAYAT ALI SHAH  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4,  
 Phase-6, Hayatabad



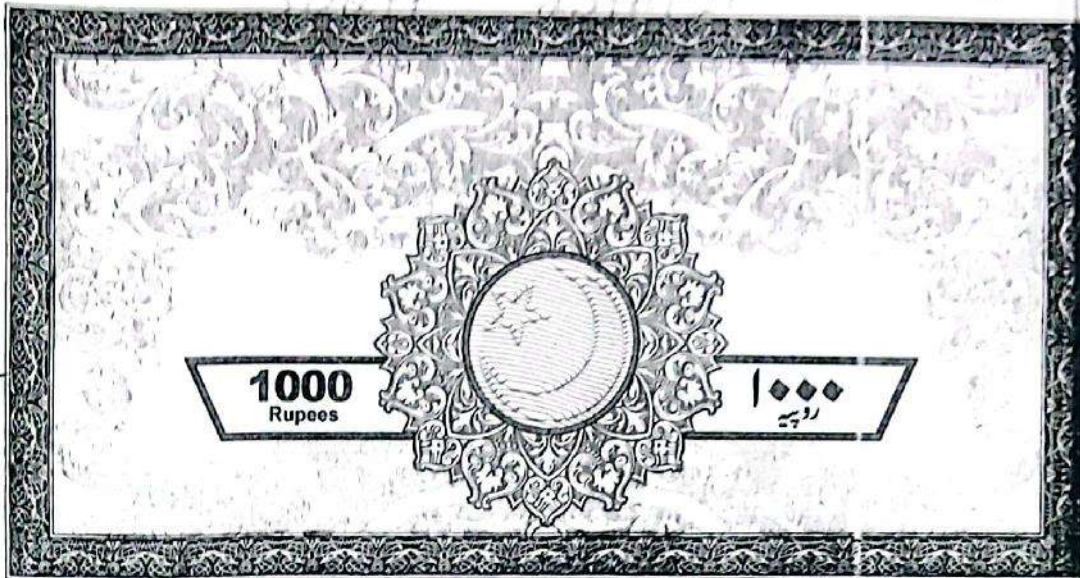
**PARTY TWO**

*[Signature]*  
 MIRZA NADEEM HAFEEZ  
 Chief Executive Officer  
 M/S APICAL WAYS  
 CNIC: 37405-9090666-3  
 Address: House # 20, Street #  
 Islamabad.  
 Contact: +92-51-2255052  
 +92-333-5112008



**WITNESS 2**

*[Signature]*  
 MIRZA AWAIS AHMED ZIA  
 CNIC: 37405-2715171-7  
 Address: House # 166/110, Mohallah Amin  
 Town, Sector 4-A, Dhok Naju Khyaban-e-Sir  
 Syed, Rawalpindi.



LEASE AGREEMENT

*Stamp duty*  
Rs-10750/-

This lease agreement is made on this day 19<sup>th</sup> November, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority. (hereinafter referred as the Lessor) is PARTY ONE to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/s Pine Park Hotel & Resorts (hereinafter referred to as the Lessee) is PARTY TWO, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

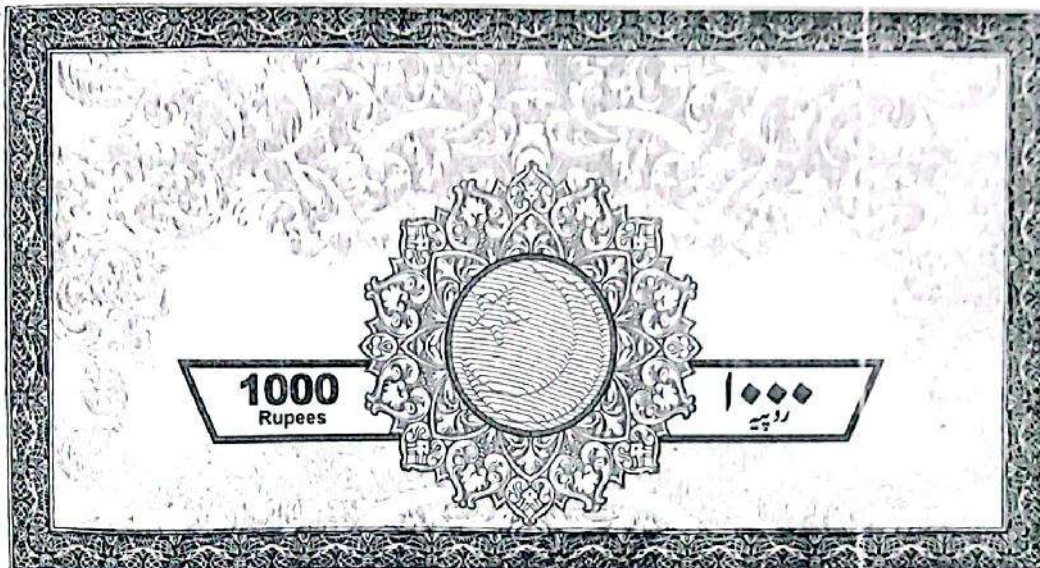
WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Rest House Kewal) District Mansehra, hereinafter referred to as the premises;

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Rest House Kewal) District Mansehra, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

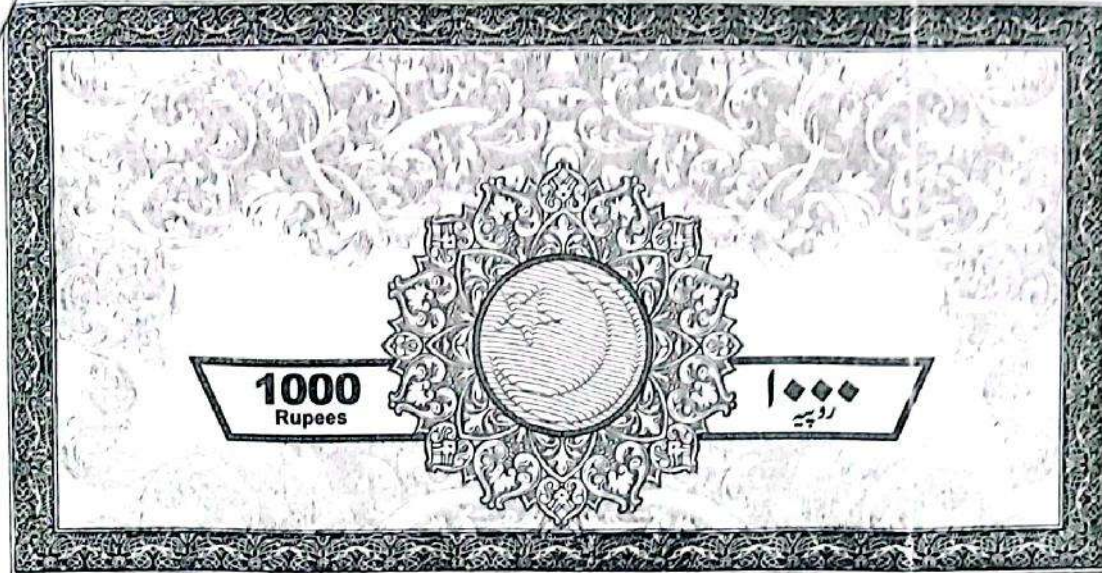
NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 19<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.
2. **Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.
3. **Cost of the Agreement:** The lease amount shall be Rs. 355,000/- (Three Hundred Fifty Five Thousand Only) per annum exclusive of Govt. Taxes. The said amount is payable in advance and on yearly basis on 19<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 0.5% of the annual lease amount per day as penalty will be charged.





7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
  - a. Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - b. Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortal constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - c. In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor

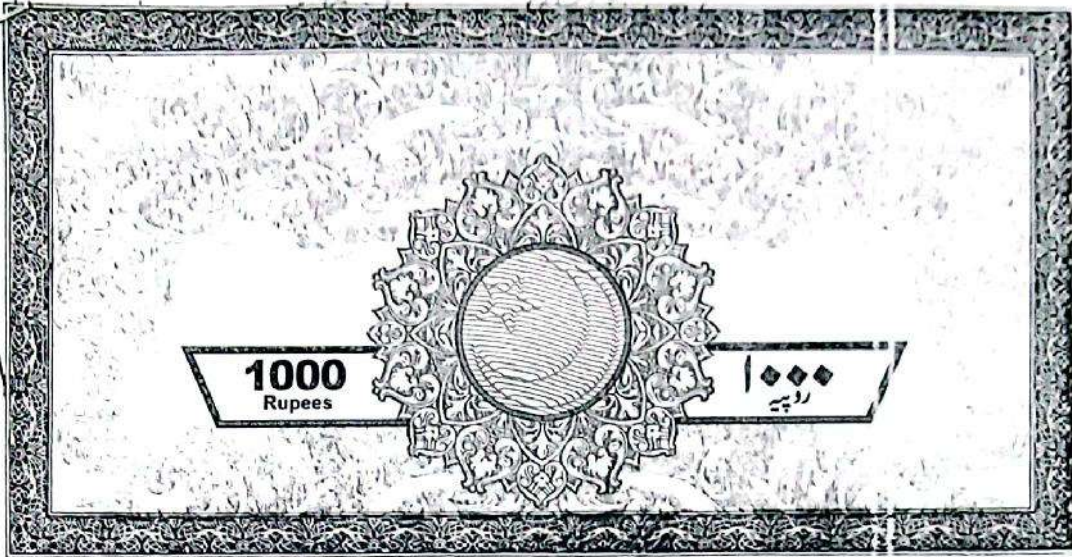


14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary of the Province of the Khyber Pakhtunkhwa* in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
19. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
20. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenin etc. and lessor will have no claim





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**LEASE AGREEMENT**

*Stamp duty*  
*Rs = 6000/-*

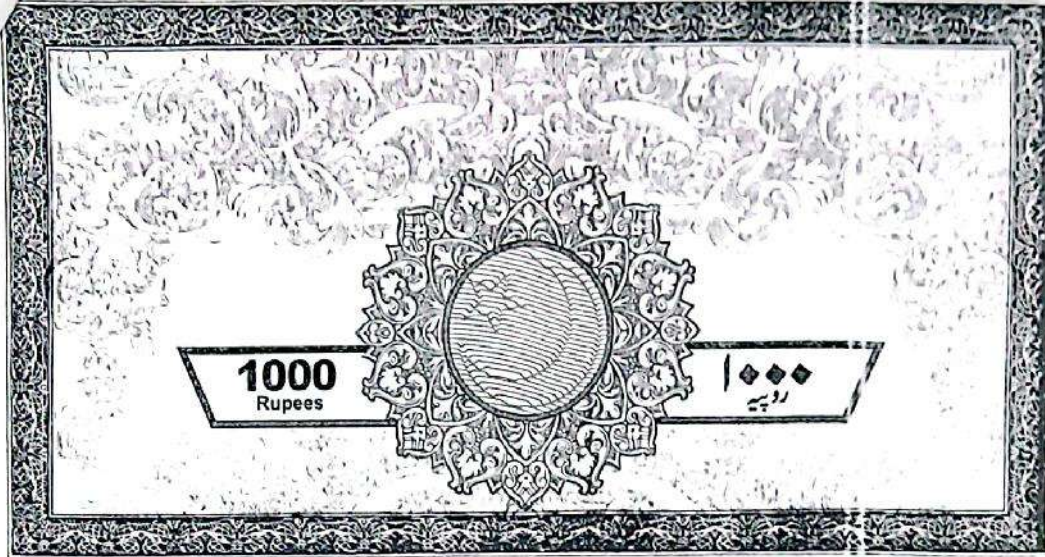
This lease agreement is made on this day 19<sup>th</sup> November, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority. (hereinafter referred as the Lessor) is **PARTY ONE** to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/s Pine Park Hotel & Resorts (hereinafter referred to as the Lessee) is **PARTY TWO**, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under :

WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Rest House Sharkool) District Mansehra, hereinafter referred to as the premises;

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Rest House Sharkool) District Mansehra, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 19<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.
2. **Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.
3. **Cost of the Agreement:** The lease amount shall be Rs. 200,000/- (Two Hundred Thousand Only) per annum *exclusive of Govt. Taxes*. The said amount is payable in advance and on yearly basis on 19<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 0.5% of the annual lease amount per day as penalty will be charged, from 5<sup>th</sup> December

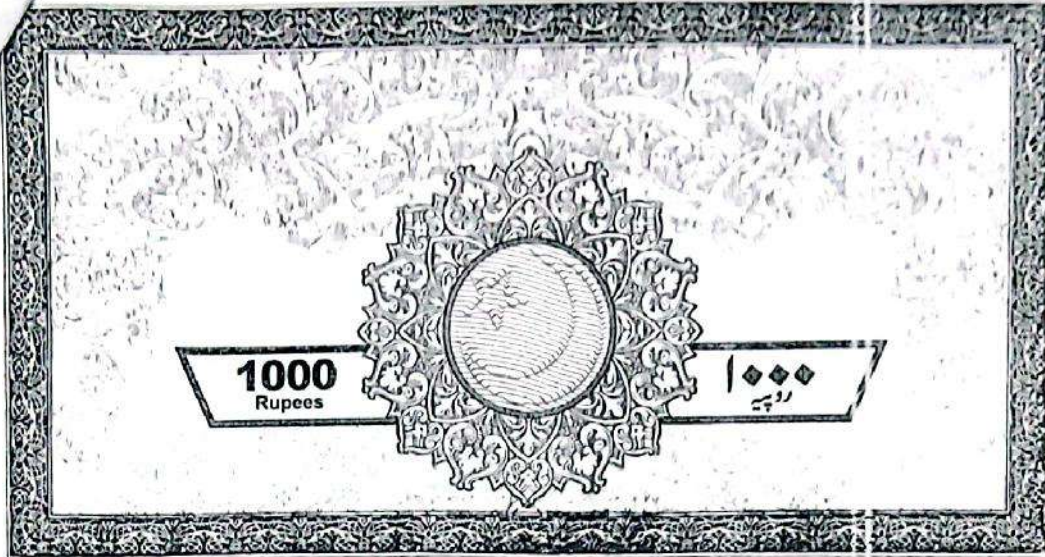


every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

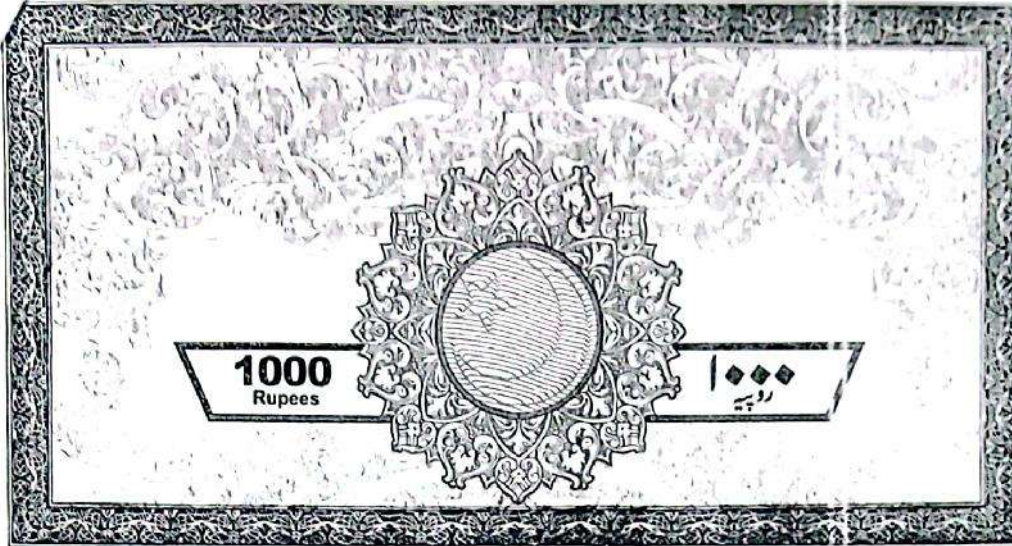
4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	19-Nov-21	18-Nov-22	200,000
2	2nd Year	19-Nov-22	18-Nov-23	220,000
3	3rd Year	19-Nov-23	18-Nov-24	242,000
4	4th Year	19-Nov-24	18-Nov-25	266,200
5	5th Year	19-Nov-25	18-Nov-26	292,820
6	6th Year	19-Nov-26	18-Nov-27	322,102
7	7th Year	19-Nov-27	18-Nov-28	354,312
8	8th Year	19-Nov-28	18-Nov-29	389,743
9	9th Year	19-Nov-29	18-Nov-30	428,718
10	10th Year	19-Nov-30	18-Nov-31	471,590
11	11th Year	19-Nov-31	18-Nov-32	518,748
12	12th Year	19-Nov-32	18-Nov-33	570,623
13	13th Year	19-Nov-33	18-Nov-34	627,686
14	14th Year	19-Nov-34	18-Nov-35	690,454
15	15th Year	19-Nov-35	18-Nov-36	759,500

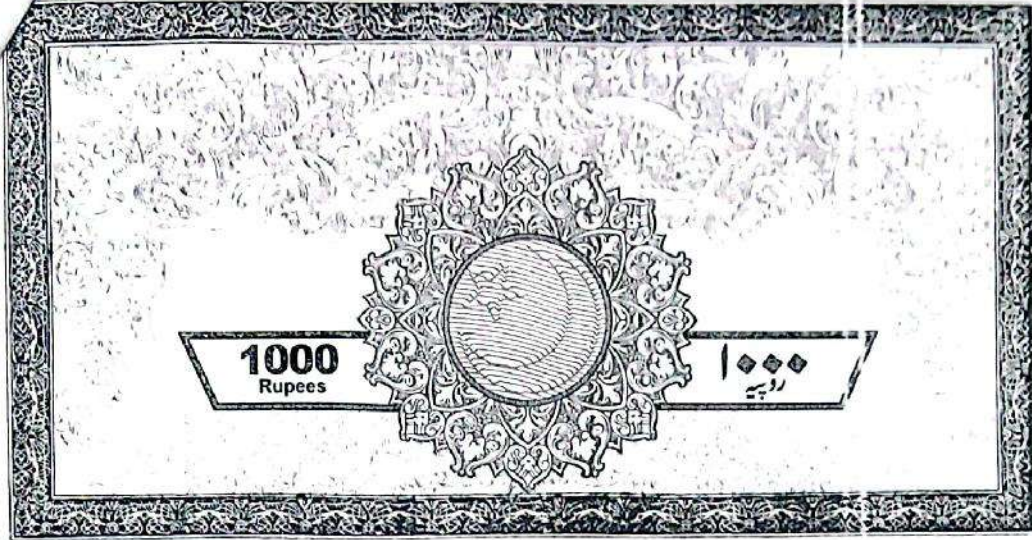
5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khuzdar District Council.



7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
  - a. Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - b. Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortal constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - c. In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor



14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism*, Khyber Pakhtunkhwa for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary* of the Province of the Khyber Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
19. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
20. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, etc. etc. and to use them for his own use.



of any nature on the same.

21. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
22. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

*[Signature]*  
**YOUSAF ALI**  
 Director Admin & Finance,  
 Khyber Pakhtunkhwa, Culture &  
 Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar  
 Sports Complex, Stadium Road,  
 Peshawar Cantt.  
 Contact: +92-91-9211091

**PARTY TWO**

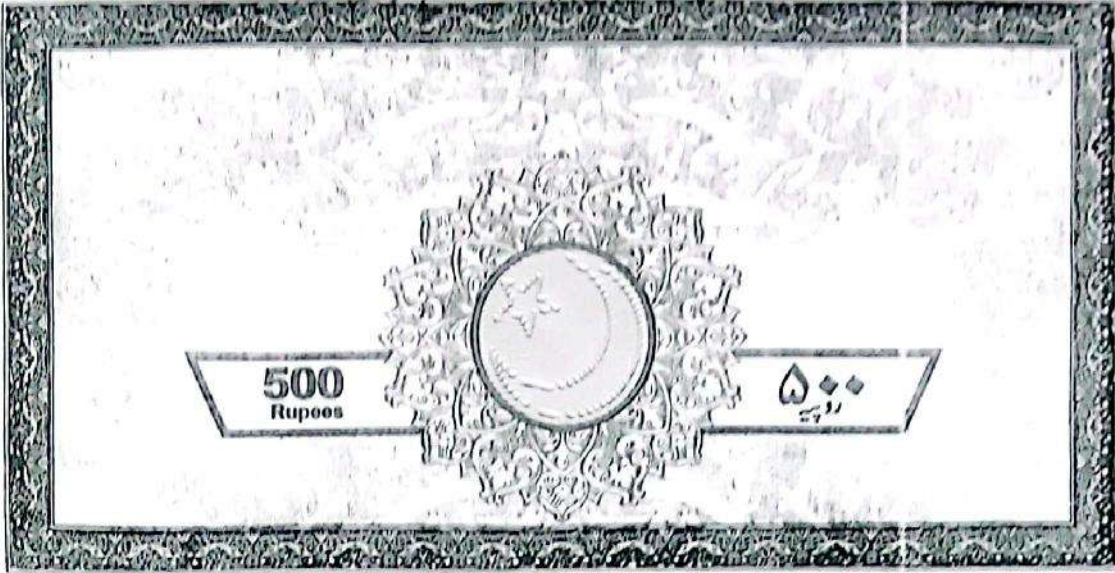
*[Signature]*  
**SYED ASIM ALI QASIM SHAH**  
 Director Sales & Marketing  
 M/S PINE PARK HOTEL & RESORTS  
 CNIC: 13501-8942834-1  
 Address: Kewai House, Kewai, Tehsil Balakot,  
 Distt. Mansehra  
 Contact: +92-997430045, 0341-8888004

**WITNESS 1**

*[Signature]*  
**HAYAT ALI SHAH**  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4,  
 Phase-6, Hayatabad  
 Contact: +92-91-9211091

**WITNESS 2**

*[Signature]*  
**FAHAD HABIB TANOLI**  
 CNIC: 13503-0515809-1  
 Address: Morat Mira, P.O. Khana Kala Mira,  
 Parhna, Distt. Mansehra.  
 Contact: +92-300-8116600



19

LEASE AGREEMENTStamp duty  
Rs. 2000/-

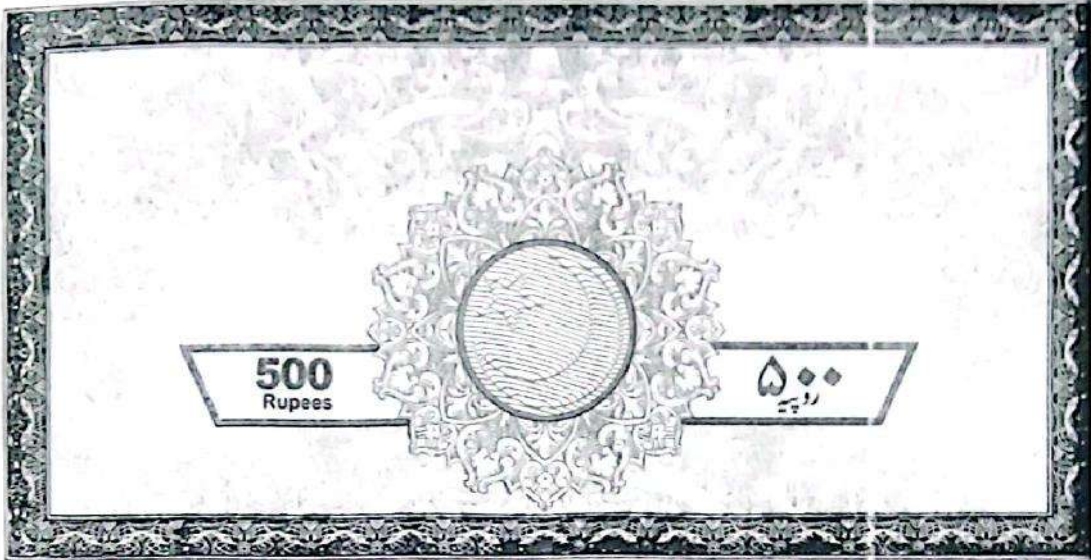
This lease agreement is made on this day 19<sup>th</sup> November, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority. (hereinafter referred as the Lessor) is **PARTY ONE** to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/s Pine Park Hotel & Resorts (hereinafter referred to as the Lessee) is **PARTY TWO**, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (**Rest House Darband**) District Mansehra, hereinafter referred to as the premises;

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (**Rest House Darband**) District Mansehra, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth.

NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 19<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.
2. **Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.
3. **Cost of the Agreement:** The lease amount shall be Rs. 65,000/- (Sixty Five Thousand Only) per annum exclusive of Govt. Taxes. The said amount is payable in advance and on yearly basis on 19<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 0.5% of the annual lease amount per day as penalty will be charged, from 5<sup>th</sup> December

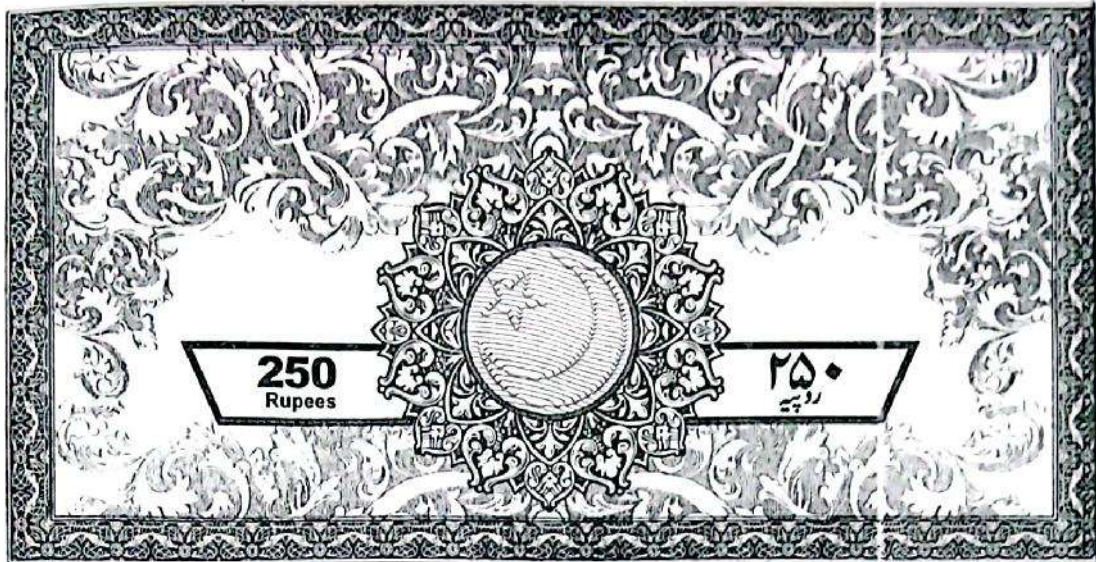


every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

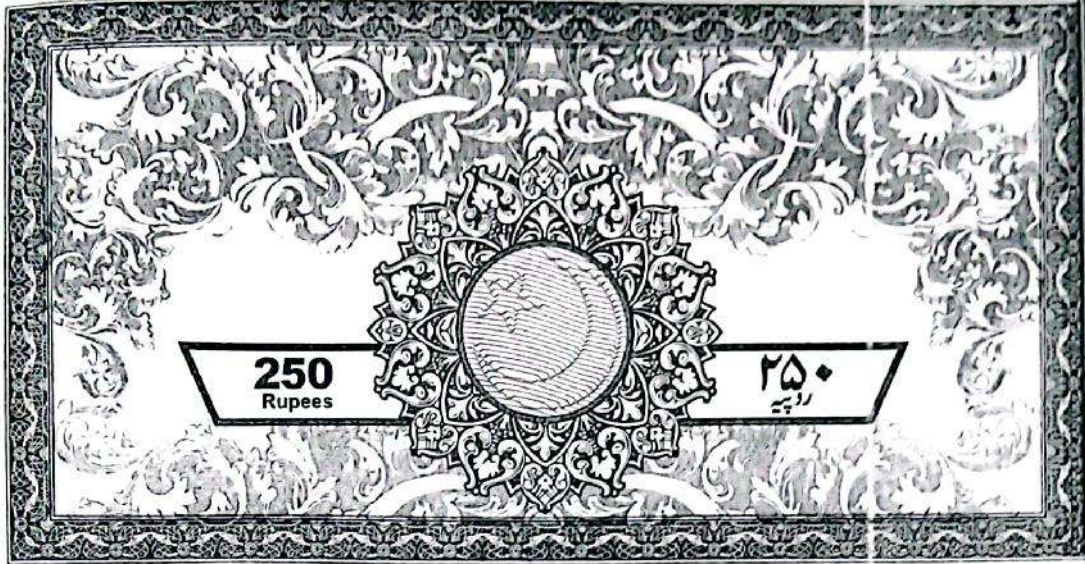
S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	19-Nov-21	18-Nov-22	65,000
2	2nd Year	19-Nov-22	18-Nov-23	71,500
3	3rd Year	19-Nov-23	18-Nov-24	78,650
4	4th Year	19-Nov-24	18-Nov-25	86,515
5	5th Year	19-Nov-25	18-Nov-26	95,167
6	6th Year	19-Nov-26	18-Nov-27	104,683
7	7th Year	19-Nov-27	18-Nov-28	115,151
8	8th Year	19-Nov-28	18-Nov-29	126,667
9	9th Year	19-Nov-29	18-Nov-30	139,333
10	10th Year	19-Nov-30	18-Nov-31	153,267
11	11th Year	19-Nov-31	18-Nov-32	168,593
12	12th Year	19-Nov-32	18-Nov-33	185,453
13	13th Year	19-Nov-33	18-Nov-34	203,998
14	14th Year	19-Nov-34	18-Nov-35	224,398
15	15th Year	19-Nov-35	18-Nov-36	246,837

5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.

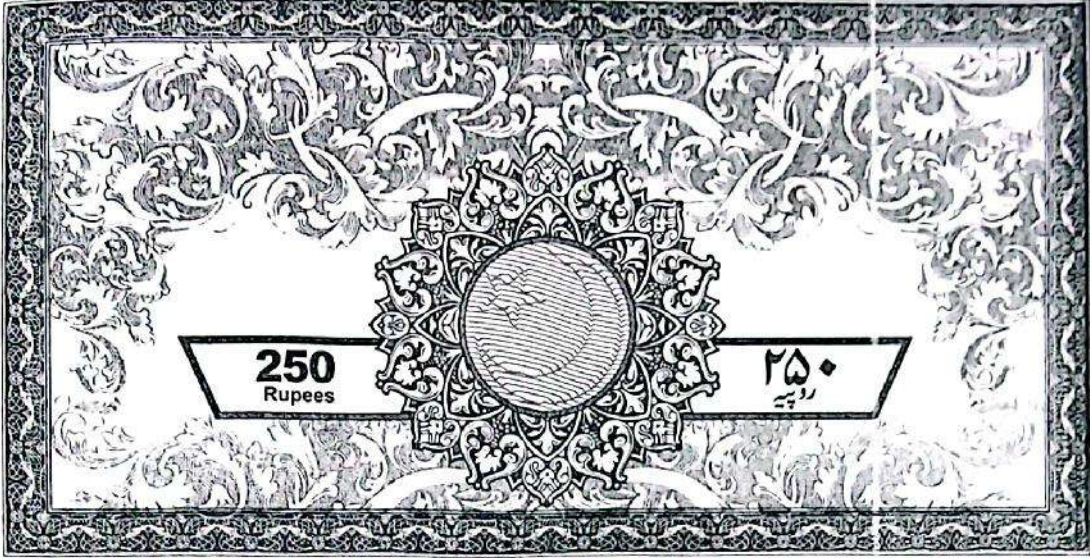


7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
  - a. Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - b. Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortal constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - c. In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.





14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Lessor and Lessee's side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary of the Province of the Khyber Pakhtunkhwa* in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
19. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
20. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenin etc. and lessor will have no claim



of any nature on the same.

21. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
22. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

**YOUSAF ALI**  
 Director Admin & Finance,  
 Khyber Pakhtunkhwa, Culture &  
 Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar  
 Sports Complex, Stadium Road,  
 Peshawar Cantt.  
 Contact: +92-91-9211091

**WITNESS 1**

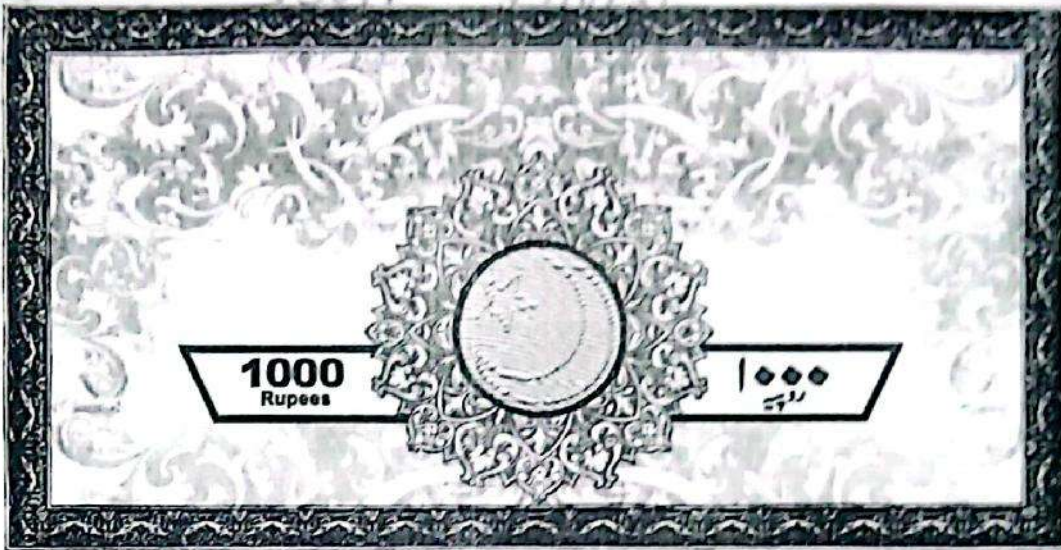
**HAYAT ALI SHAH**  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4,  
 Phase-6, Hayatabad  
 Contact: +92-91-9211091

**PARTY TWO**

**SYED ASIM ALI QASIM SHAH**  
 Director Sales & Marketing  
 M/S PINE PARK HOTEL & RESORTS  
 CNIC: 13501-8942834-1  
 Address: Kewai House, Kewai, Tehsil Balakot,  
 Distt. Mansehra  
 Contact: +92-997430045, 0341-8888004

**WITNESS 2**

**FAHAD HABIB TANOLI**  
 CNIC: 13503-0515809-1  
 Address: Morat Mira, P.O. Khana Kala Mira,  
 Parhna, Distt. Mansehra.  
 Contact: +92-300-8116600



LEASE AGREEMENT

*Stamp duty  
Rs. 3750/-*

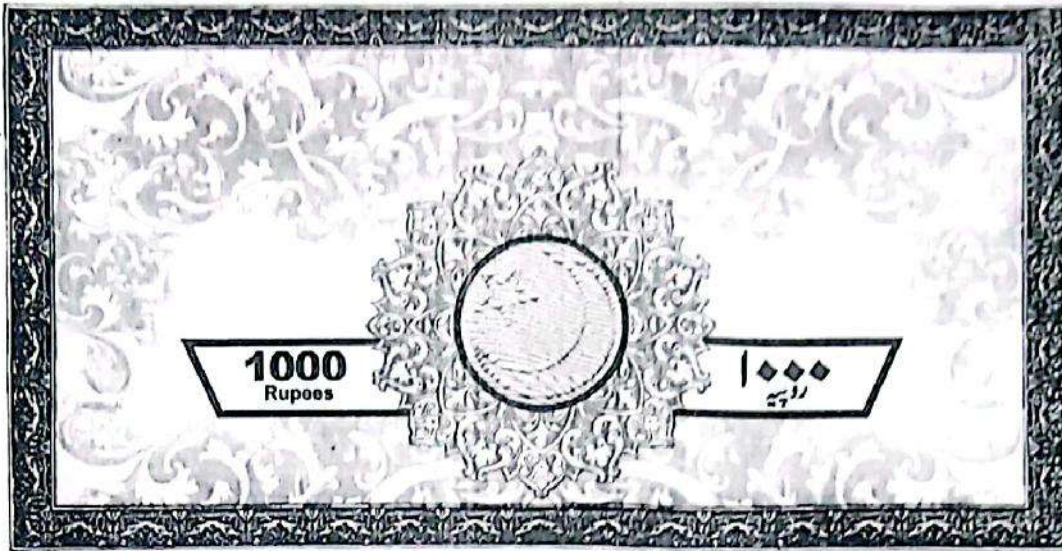
This lease agreement is made on this day 19<sup>th</sup> November, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority. (hereinafter referred as the Lessor) is PARTY ONE to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/s Pine Park Hotel & Resorts (hereinafter referred to as the Lessee) is PARTY TWO, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Rest House Oghl) District Mansehra, hereinafter referred to as the premises;

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Rest House Oghl) District Mansehra, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 19<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.
2. **Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.
3. **Cost of the Agreement:** The lease amount shall be Rs. 125,000/- (One Hundred Twenty Five Thousand Only) per annum *exclusive of Govt. Taxes*. The said amount is payable in advance and on yearly basis on 19<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 0.5% of the annual lease amount per day as penalty will be charged,

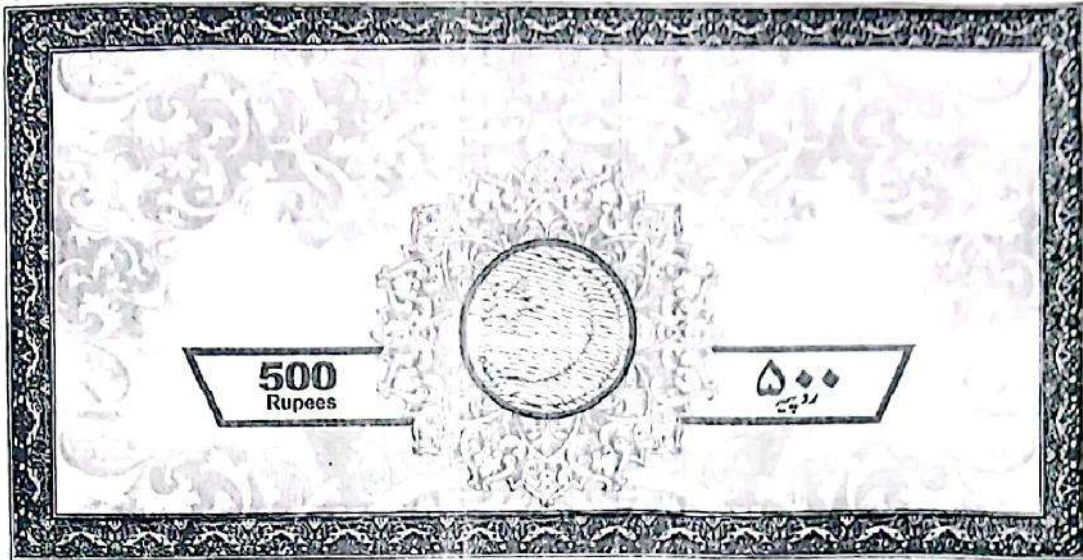


from 5<sup>th</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

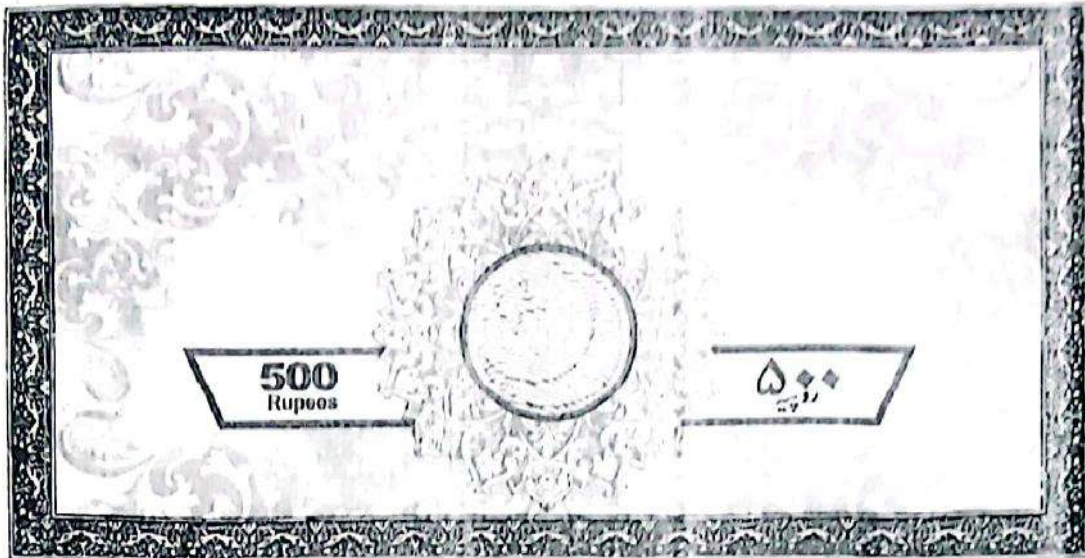
4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	19-Nov-21	18-Nov-22	125,000
2	2nd Year	19-Nov-22	18-Nov-23	137,500
3	3rd Year	19-Nov-23	18-Nov-24	151,250
4	4th Year	19-Nov-24	18-Nov-25	166,375
5	5th Year	19-Nov-25	18-Nov-26	183,013
6	6th Year	19-Nov-26	18-Nov-27	201,314
7	7th Year	19-Nov-27	18-Nov-28	221,445
8	8th Year	19-Nov-28	18-Nov-29	243,590
9	9th Year	19-Nov-29	18-Nov-30	267,949
10	10th Year	19-Nov-30	18-Nov-31	294,743
11	11th Year	19-Nov-31	18-Nov-32	324,218
12	12th Year	19-Nov-32	18-Nov-33	356,640
13	13th Year	19-Nov-33	18-Nov-34	392,304
14	14th Year	19-Nov-34	18-Nov-35	431,534
15	15th Year	19-Nov-35	18-Nov-36	474,687

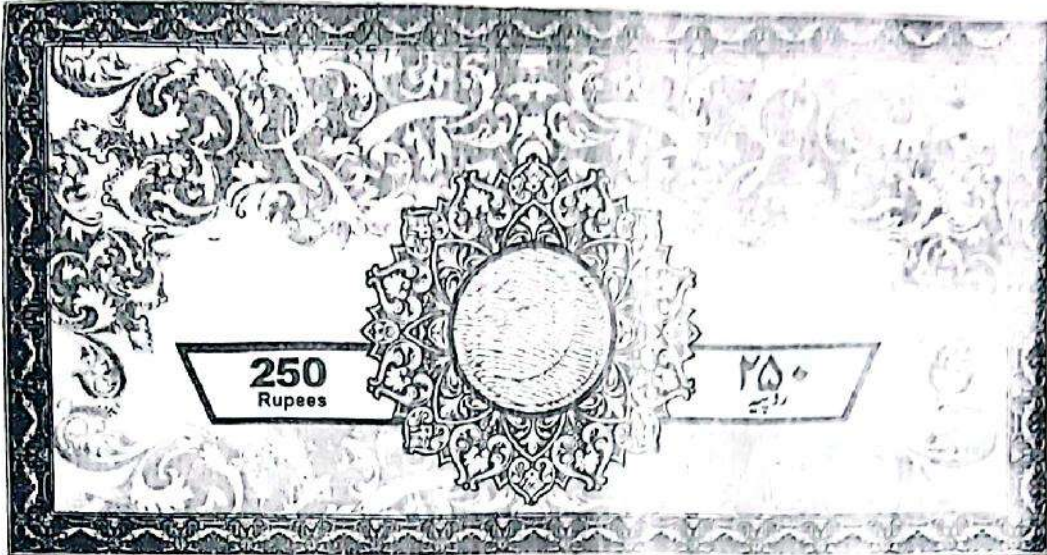
5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.



7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
  - a. Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - b. Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortar constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - c. In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.



14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary* of the Province of the Khyber Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
19. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
20. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenln etc. and lessor will have no claim



of any nature on the same.

21. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
22. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

**YOUSAF ALI**  
 Director Admin & Finance,  
 Khyber Pakhtunkhwa, Culture &  
 Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar  
 Sports Complex, Stadium Road,  
 Peshawar Cantt.  
 Contact: +92-91-9211091

**WITNESS 1**

**HAYAT ALI SHAH**  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4,  
 Phase-6, Hayatabad  
 Contact: +92-91-9211091

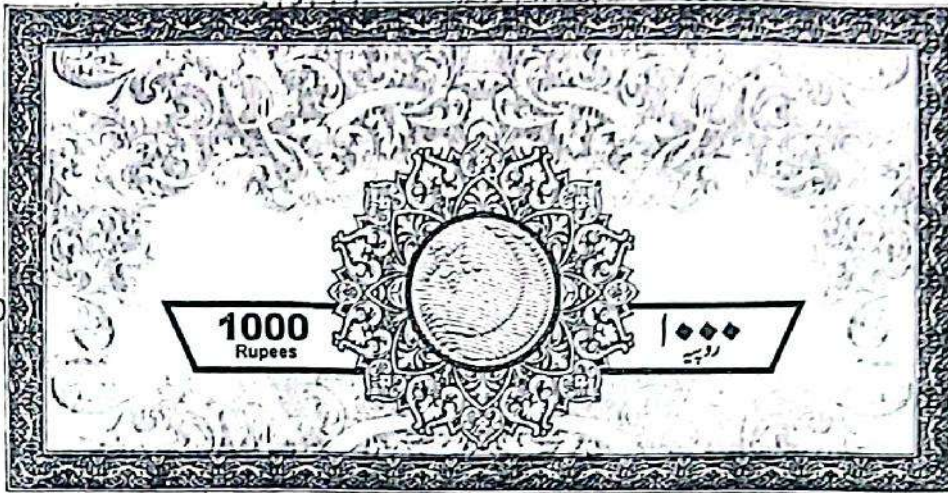
**PARTY TWO**

**SYED ASIM ALI QASIM SHAH**  
 Director Sales & Marketing,  
 M/S PINE PARK HOTEL & RESORTS  
 CNIC: 13501-8942834-1  
 Address: Kewai House, Kewai, Tehsil Balakot,  
 Distt. Mansehra  
 Contact: +92-997430045, 0341-8888004

**WITNESS 2**

**FAHAD HABIB TANOLI**  
 CNIC: 13503-0515809-1  
 Address: Morat Mira, P.O. Khana Kala Mira,  
 Parhna, Distt. Mansehra  
 Contact: +92-300-8116600

455811



**LEASE AGREEMENT**

*Stamp duty  
Rs=13500/-*

This lease agreement is made on this day 19<sup>th</sup> November, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority. (hereinafter referred as the Lessor) is PARTY ONE to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/s Pine Park Hotel & Resorts (hereinafter referred to as the Lessee) is PARTY TWO, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Rest House Dadar) District Mansehra, hereinafter referred to as the premises;

AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Rest House Dadar) District Mansehra, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

- 1. Term of the Agreement:** This Agreement shall come into force with effect from this day 19<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease; resumption of land shall be stipulated in the lease agreement.
- 2. Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the Lessor reserve the right to cancel the lease agreement.
- 3. Cost of the Agreement:** The lease amount shall be Rs. 450,000/- (Four Hundred Fifty Thousand Only) per annum exclusive of Govt. Taxes. The said amount is payable in advance and on yearly basis on 19<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 0.5% of the annual lease amount per day as penalty will be charged,



174  
11/11/21  
یاسین پارت لیزر ڈاڈو بنام کے بی کی کلچر ایئر کوریج ڈیپارٹمنٹ



14  
13563-4842-181-5  
23-11-2021  
12/11/21  
23-11-2021

13563-8942-834-1  
السید عاصم علی تاسم شاہ فریق دوم

*[Handwritten signature]*

یاسین پارت لیزر ڈاڈو بنام کے بی کی کلچر ایئر کوریج ڈیپارٹمنٹ  
تعمیراتی  
1 شہباز ولد تاج ماکھڑہ  
2 دانش فرید ولد فرید ماکھڑہ  
23-11-2021



13563-2663393-1 13563-4842-181-5 16101-6318581-7

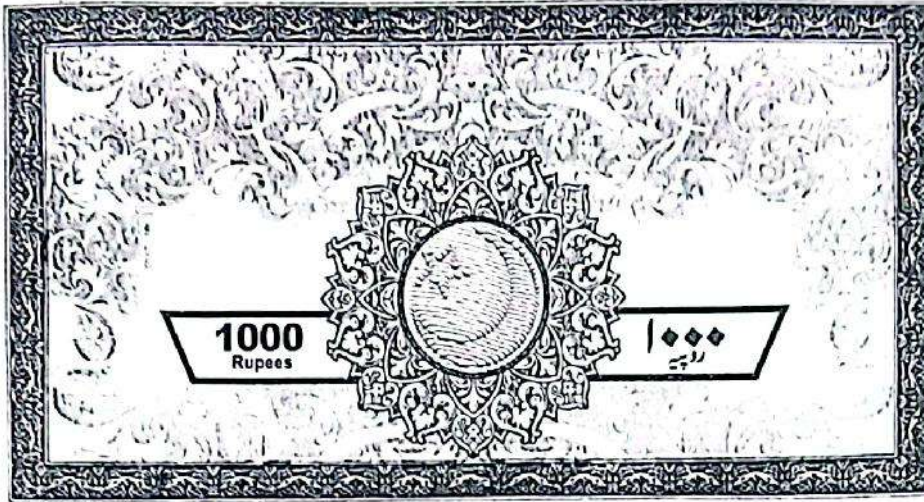
السید عاصم علی تاسم شاہ فریق دوم دانش فرید ولد فرید ماکھڑہ شہباز ولد تاج ماکھڑہ

دانش فرید ولد فرید ماکھڑہ  
*[Signature]*  
Fingerprint

شہباز ولد تاج ماکھڑہ  
*[Signature]*  
Fingerprint

فریق اول  
*[Signature]*  
Fingerprint

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16101-6318581-7  
23-11-21

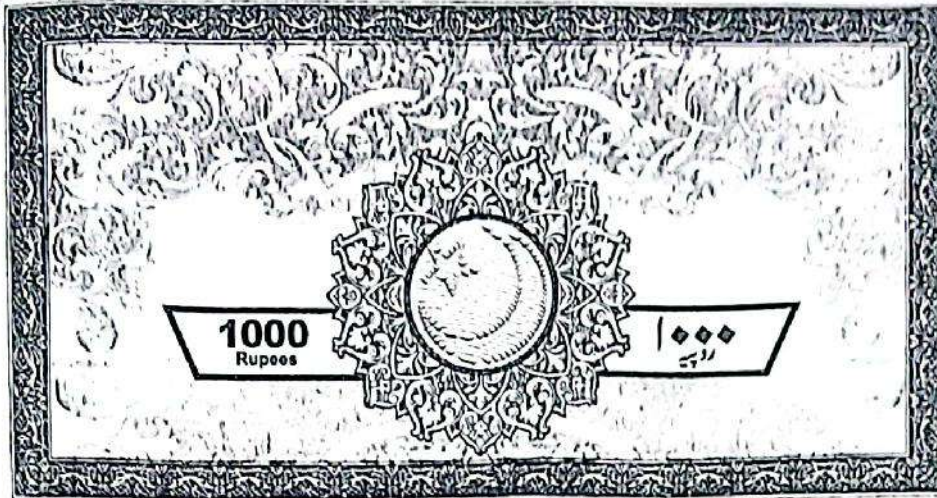


from 5<sup>th</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

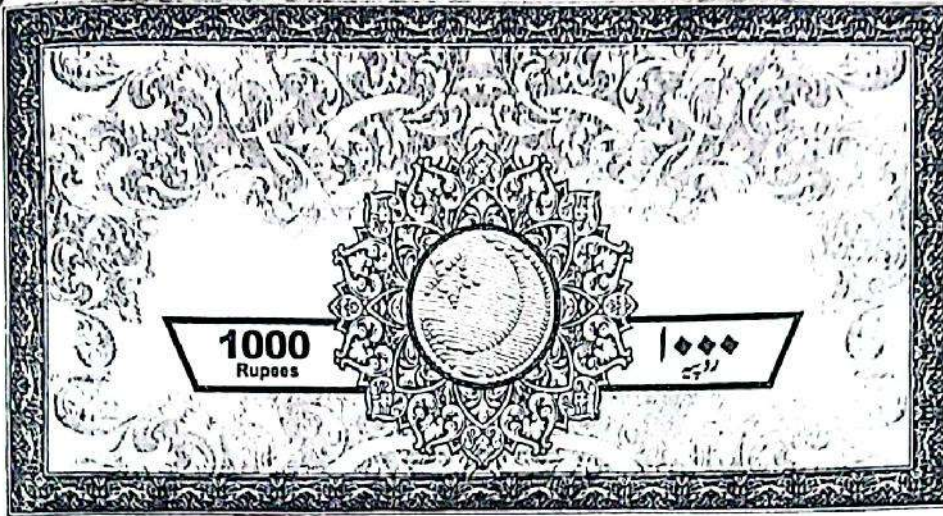
4. **Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	19-Nov-21	18-Nov-22	450,000
2	2nd Year	19-Nov-22	18-Nov-23	495,000
3	3rd Year	19-Nov-23	18-Nov-24	544,500
4	4th Year	19-Nov-24	18-Nov-25	598,950
5	5th Year	19-Nov-25	18-Nov-26	658,845
6	6th Year	19-Nov-26	18-Nov-27	724,730
7	7th Year	19-Nov-27	18-Nov-28	797,202
8	8th Year	19-Nov-28	18-Nov-29	876,923
9	9th Year	19-Nov-29	18-Nov-30	964,615
10	10th Year	19-Nov-30	18-Nov-31	1,061,076
11	11th Year	19-Nov-31	18-Nov-32	1,167,184
12	12th Year	19-Nov-32	18-Nov-33	1,283,903
13	13th Year	19-Nov-33	18-Nov-34	1,412,293
14	14th Year	19-Nov-34	18-Nov-35	1,553,522
15	15th Year	19-Nov-35	18-Nov-36	1,708,874

5. **Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
6. **Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.

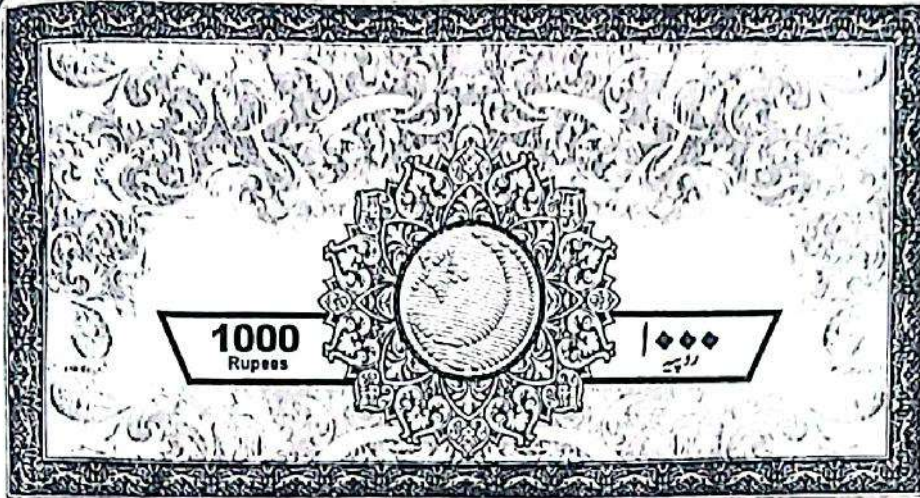


7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land, shall be allowed.
  - a. Construction of kids play area and other allied facilities with outdoor event activities subject to approval of layout plan by the Lessor.
  - b. Permission of installation eco-friendly pre-fabricated rooms/dining hall will be allowed only after the due permission of the Lessor as per layout plan. No bricks and mortal constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per request of the lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - c. In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
10. **Storage Requirement:** The Lessee shall not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially affect the premises or any part of the leased property.
11. **Rightful Use of Premises:** The Lessee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Lessee shall execute a bond on judicial paper to the effect that if during the currency of lease, any part of the land is required by the Lessor for any public purpose, the Lessee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Lessor:** The Lessor shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Lessee in the premises as covered by this agreement.
13. **Registration of Agreement:** The Lessee shall register the lease agreement within one month of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.



14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution:** The Lessor and the Lessee shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms. Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the matter to *Secretary Sports & Tourism, Khyber Pakhtunkhwa* for decision.
16. **Arbitration Clause:** In case of any dispute or difference arising out of any matter, the same shall be referred to the *Secretary Tourism* comprising representative one each from Lessor and Lessees' side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the *Chief Secretary* of the Province of the Khyber Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall appoint the sole arbitrator and his decision will be final and binding on both the parties.
17. **Fraud & Fraudulent Practices:** If at any time, it is found that the Lessee has obtained the leased property by fraud/fraudulent practice mis-presentation or concealment of facts, the lease shall be cancelled forthwith by Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.
18. **Severability:** If a provision of this agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this agreement, or (2) the enforceability or validity in other jurisdiction of that or any other provision of this agreement.
19. **Termination of Agreement:** The Lessor and the Lessee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the Lessor, subject to the notice, giving the Lessee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The Lessee, if he chooses to vacate the leased property, shall also have the option to vacate by serving a notice for a minimum period of three months to lessor and vacate without having any charge over the leased premises and the Lessee shall pay 50% of the total remaining amount of lease in case it terminates the lease before its maturity.
20. **Closure of Agreement:** On the expiry of Lease Agreement made with the Lessee, or on termination of Agreement, the Lessee shall unconditionally hand-over the possession to the Lessor of the premises along with furniture and fixtures transferred by the Lessor and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The Lessee shall hand over the premises with no litigation or any other hindrance whatsoever. However Lessee will be permitted to remove all his moveable assets which have been installed by the Lessee like generators, furniture items, curtains, crockery, TVs, lenin etc. and lessor will have no claim

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of any nature on the same.

21. **Standard Bidding Documents:** The provision of the standard bidding documents shall be read as part and parcel of this agreement and shall be enforceable at the instance of party one. The standard bidding documents shall be schedule to this agreement.
22. **Stamp Duty:** The lessee shall be liable to pay the requisite stamp duty as laid by the Government of Khyber Pakhtunkhwa from time to time.
- 23.

THE LESSOR AS WELL AS THE LESSEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS LEASE AGREEMENT AS BINDING ON EACH OTHER:

**PARTY ONE**

  
**YOUSAF ALI**  
Director Admin & Finance  
Khyber Pakhtunkhwa, Culture &  
Tourism Authority  
CNIC: 16101-1848796-5  
Address: Olympic Plaza, Peshawar  
Sports Complex, Stadium Road,  
Peshawar Cantt.  
Contact: +92-91-9211091

**PARTY TWO**

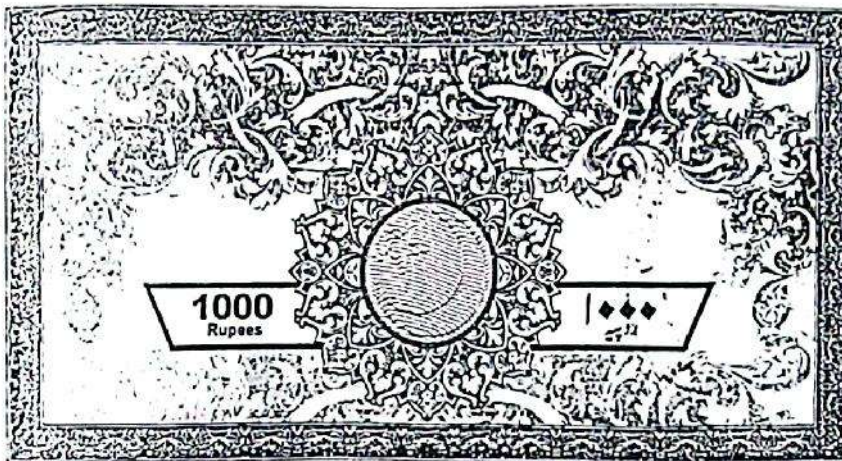
  
**SYED ASIM ALI QASIM SHAH**  
Director Sales & Marketing  
M/S PINE PARK HOTEL & RESORTS  
CNIC: 13501-8942834-1  
Address: Kewal House, Kewal, Tehsil Balakot,  
Distt. Mansehra  
Contact: +92-997430045, 0341-8888004

**WITNESS 1**

  
**HAYAT ALI SHAH**  
CNIC:17301-3651026-9  
Address: House # 140, Street No. 7, Sector F/4,  
Phase-6, Hayatabad  
Contact: +92-91-9211091

**WITNESS 2**

  
**FAHAD HABIB TANOLI**  
CNIC: 13503-0515809-1  
Address: Morat Mira, P.O. Khana Kala Mira,  
Parhna, Distt. Mansehra.  
Contact: +92-300-8116600



17

#### LEASE AGREEMENT

This lease agreement is made on this day 16<sup>th</sup> November, 2021 between the Government of Khyber Pakhtunkhwa through Director Admin & Finance on behalf of Director General, Khyber Pakhtunkhwa Tourism and Tourism Authority. (hereinafter referred as the Lessor) is PARTY ONE to the agreement and M/s. Rest House Inn Hotel & Restaurant (hereinafter referred to as the Lessee) is PARTY TWO, which except to the extent otherwise requires include his successors in the office and authorized representatives for execution, implementation & administration of this agreement as per terms of reference as hereunder:



WHEREAS, the Lessor i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Rest House Camp Office Danin) District Chitral, hereinafter referred to as the premises;

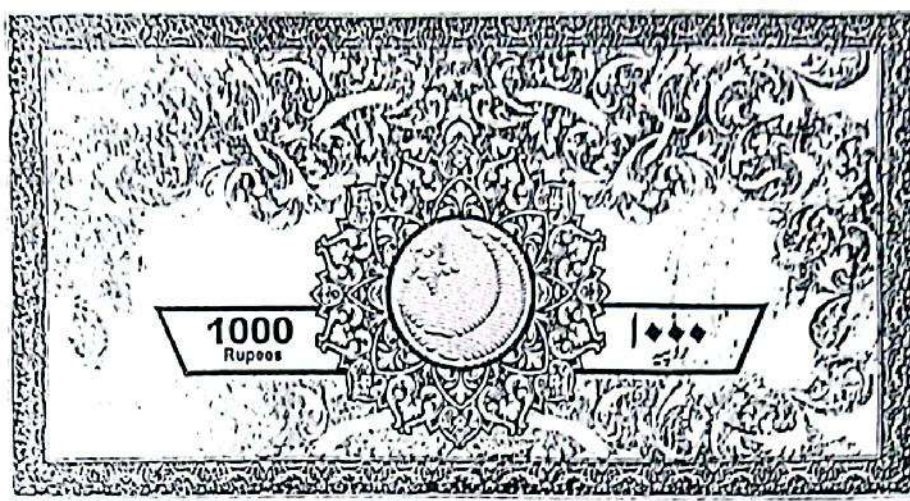
AND WHEREAS, the Lessee i.e. Party Two has been successful in the open bidding and the Lessor has agreed to give on lease its premises i.e. (Rest House Camp Office Danin) District Chitral, under Khyber Pakhtunkhwa Rest Houses and Tourism Properties Act 2021 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day 16<sup>th</sup> November, 2021 and unless terminated earlier, shall remain in force for a period of fifteen (15) years (hereinafter referred to as the 'lease period'). The Lessor shall handover the premises on the date of signing of agreement otherwise termination of lease agreement shall be exercised. Whereas, the lease shall start from the signing of lease agreement. The Lessor shall bound to operationalize the rest house within a period of 06 months of the signing of this lease agreement which will be consider as grace period. In case operationalization of the Rest House is not commenced or completed within the period provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease resumption of land shall be stipulated in the lease agreement.
2. **Purpose of Lease Agreement:** The Lessee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent lease agreement. The Lessee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) In case of violation, the Lessor reserve the right to cancel the lease agreement.
3. **Cost of the Agreement:** The lease amount shall be Rs. 231,500/- (Two Hundred Thirty One Thousand Five Hundred Only) per annum exclusive of Govt. Taxes. The said amount is payable in advance and on yearly basis on 16<sup>th</sup> November every year during agreement of fifteen years with grace period of 15 days in respect of which the lease amount is due failing which 1% of the annual lease amount per day as penalty will be



Handwritten signature and initials.

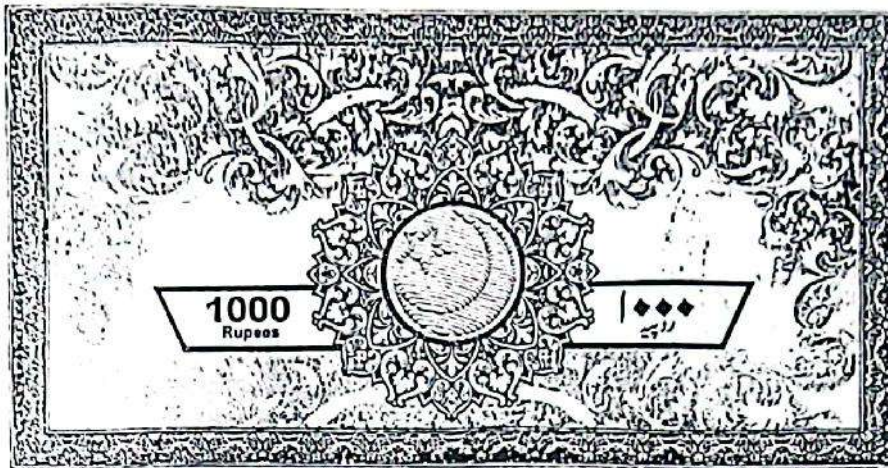


charged, from 1<sup>st</sup> December every year during agreement of fifteen years. Lease amount shall be enhanced @ 10% increase on compound annual basis.

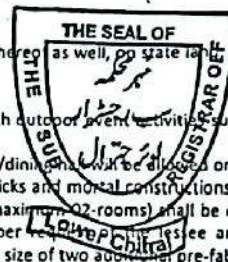
**Payment Schedule:** The Lessee shall submit Performance Security (Refundable) to the tune of 10% of the annual lease amount on compound rate with the condition that previous year(s) security amount will add up accordingly till end of the lease period in the form of Bank Guarantee/Call Deposit Receipts in the name of Director General, KP-C&TA. This security deposit is refundable to the Lessee after maturity of the lease agreement. In case of default of payment for a period of more than three months from the due date, the lease contract shall be liable to be cancelled by adjusting lease towards security deposit. However the Lessor shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.No.	Lease Year	From	to	Lease Amount to be Paid
1	1st Year	16-Nov-21	15-Nov-22	231,500
2	2nd Year	16-Nov-22	15-Nov-23	254,650
3	3rd Year	16-Nov-23	15-Nov-24	280,111
4	4th Year	16-Nov-24	15-Nov-25	308,127
5	5th Year	16-Nov-25	15-Nov-26	338,739
6	6th Year	16-Nov-26	15-Nov-27	372,013
7	7th Year	16-Nov-27	15-Nov-28	408,116
8	8th Year	16-Nov-28	15-Nov-29	447,128
9	9th Year	16-Nov-29	15-Nov-30	489,124
10	10th Year	16-Nov-30	15-Nov-31	545,865
11	11th Year	16-Nov-31	15-Nov-32	600,451
12	12th Year	16-Nov-32	15-Nov-33	660,497
13	13th Year	16-Nov-33	15-Nov-34	726,548
14	14th Year	16-Nov-34	15-Nov-35	799,201
15	15th Year	16-Nov-35	15-Nov-36	879,121

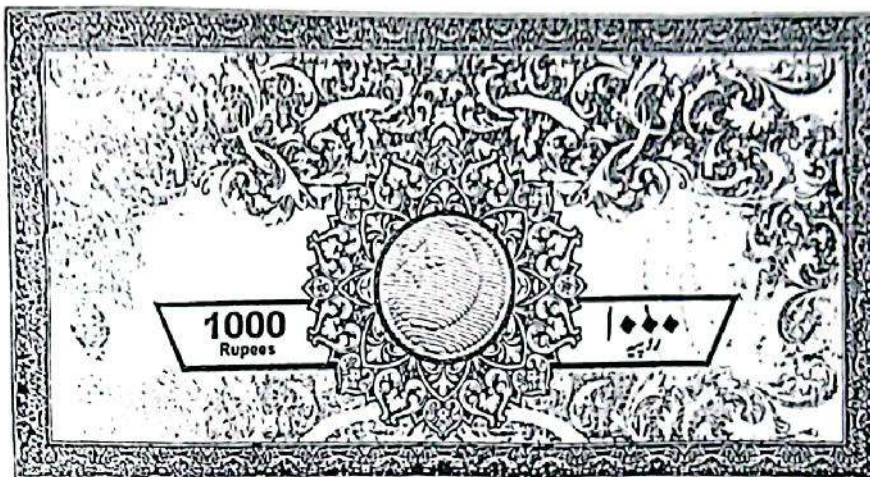
- Payment of Utilities:** The Lessee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, property tax and other taxes & duties as may occur from time to time during the Lease period and shall submit their copies to the Lessor on quarterly basis.
- Peaceful Occupancy:** The Lessee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Lessee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Lessor's right of ownership on the premises. Lessor shall not be responsible for any financial commitment of the Lessee with any banks, financial institutions etc., during the lease period or after the completion of the lease period. In case of death of Lessee during currency of the lease period, the lease shall devolve upon the legal heirs for the unexpired period subject to the approval of Director General, Khyber Pakhtunkhwa Culture and Tourism Authority.



7. **Right of Inspection:** The Lessee shall permit the Lessor or any person/s authorized by the Lessor on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Lessee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents.
9. **Development of Infrastructure:** Construction of structure, any part thereof as well, on state land shall be allowed.
- Construction of kids play area and other allied facilities with outdoor events activities subject to approval of layout plan by the Lessor.
  - Permission of installation eco-friendly pre-fabricated rooms/dinings shall be allowed only after the due permission of the Lessor as per layout plan. No bricks and mason constructions will be allowed. Installation of additional, pre-fabricated rooms (maximum 02-rooms) shall be charged exclusively on the basis of existing accommodation, as per layout plan. The Lessee and with subsequent approval of competent authority. Whereas, the size of two additional pre-fab rooms will not exceed the size of 12x12 feet each room with height of 10-12 feet. In case of violation, action would be taken against the Lessee and the structure constructed in violation would either be demolished or declared as government property.
  - In case operationalization of the Rest House is not commenced or completed within the period 06 Month/provided in the lease agreement or within the extended period allowed by the competent authority, termination of lease/resumption of land shall be stipulated in the lease agreement.
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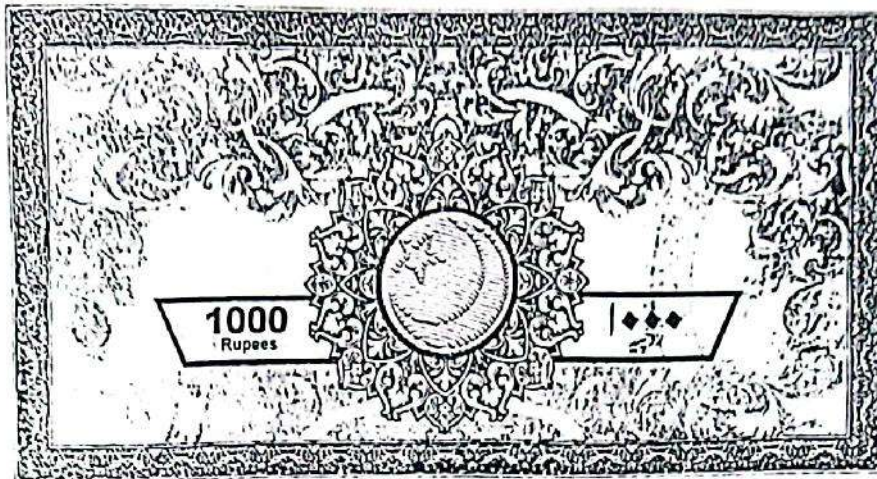






14. **Force Majeure:** In case of unexpected natural calamity event like war, earthquake or flood or lawlessness which directly/indirectly have adverse effects and stop the business of the Lessee will be exempted to pay the lease amount of the affected periods after making due representation to the competent authority and only when the same is duly verified & Certified by NDMA and PDMA.
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**PARTY ONE**

**YOUSAF ALI**  
 Director Admin & Finance  
 Khyber Pakhtunkhwa, Capital  
 Tourism Authority  
 CNIC: 16101-1848796-5  
 Address: Olympic Plaza, Peshawar  
 Sports Complex, Stadium Road,  
 Peshawar Cantt.  
 Contact: +92-91-9211091

**WITNESS 1**

**HAYAT ALI SHAH**  
 CNIC: 17301-3651026-9  
 Address: House # 140, Street No. 7, Sector F/4,  
 Phase-6, Hayatabad  
 Contact: +92-91-9211091

**PARTY TWO**

**ABDUL BASIT KHAN**  
 Chief Executive Officer  
 M/S RIVER VIEW INN HOTEL & RESTAURANT  
 CNIC: 42301-7034554-3  
 Address: Zahoor Abad, Pusht Khsuhal Khan  
 Library, Akora Khattak, Tehsil & Distt.  
 Nowshetra.  
 Contact: +92-333-9013117

**WITNESS 2**

**HAMID JAN**  
 CNIC: 17201-2588253-7  
 Address: Mohallah Ayoub Abad, Akora  
 Khattak, Tehsil & Distt. Nowshetra.  
 Contact: +92-333-9020463