

SERVICE STATION AGREEMENT.

This Service Station Agreement is made at _____ on ____ of _____, 2004 between Pakistan State Oil Company Limited, a company incorporated and functioning under the laws of Pakistan having its registered office at PSO House, Khayaban-e-Iqbal, Clifton, Karachi (hereafter called the "Lessor" which expression shall where the context so permits include its successors, transferees, attorneys, authorized representatives and assigns) of the ONE PART

AND

Mr. _____ s/o _____, Muslim, adult, resident of _____, holding NIC No. _____ (hereinafter called the "Lessee" which expression shall where the context so permits, include his, successors-in-interest, legal heirs, authorized representatives and assigns) of the OTHER PART;

WHEREAS, the lessor seized, possessed and is having Service Station facilities at its CoCo Sites. The lessee has approached and requested to the lessor and the lessee has agreed to the same to assign the said facilities to the lessee on such terms and conditions as mutually agreed between the parties.

Now, this Agreement witnesseth as follows:

1. That the lessee will pay Rs. _____/- (_____) per month in advance as rent of the Service Station to the Lessor. The said rent will be paid by the lessee to the lessor on or before the 5th of each month.
2. That the lessee will deposit Rs. _____/- (_____) as security deposit with the Lessor which will be refundable after the expiry of this agreement upon clearing all dues of the Lessor and/or any dues/bills/fees and other such payments pertaining to the Service Station.
3. That the lessee will pay the monthly electricity bill Service Station without fail as per the reading of sub-meter installed at the premises by PSO. The lessee will also pay water charges to the lessor to the lessor/as advised by the Lessor to the Lessee from time to time upon receipt of such bills from the concerned authorities.
4. That the lessee will further agree that all the employees of Service Station will wear the PSO uniforms provided by the lessee at his own expense. It is however clarified that the employees of the Lessee working at Service Station will in no manner be treated to be the employees of PSO nor any such connection, relation, right, claim, demand or such reference will be passed on to the lessor from any quarter.
5. That the lessee will carry out all the repairs and maintenance job of the equipment installed in the Service Station at his own cost and will keep it in good working condition all the time in accordance with the directions/HSE standards advised to the lessee from time to time.
6. That the lessee will purchase all type of lubricants from PSO S/S, for change of oil in the vehicles and will not purchase lubes from any other source.
7. That the lessee confirms that he has received the machinery and other equipment as per annex "A" installed in Service Station in working condition.

8. That at the time of handing over the possession of the Service Station to PSO at the expiry of agreement, if any equipment / building is found damaged the same will be repaired by PSO and such cost and expense will be adjusted from the security deposit amount.
9. That the lessee undertakes to maintain the standard of Service Station as per PSO requirements and abide by all the terms and conditions mentioned above otherwise PSO has the right to terminate the agreement by issuing one-month notice.
10. That this agreement will remain in force up to _____
(_____) until and unless it is terminated earlier or renewed with mutual understanding between the parties.
11. That the lessee ensures and undertakes to maintain and manage the HSE Standards of the Lessor conveyed to him by the Lessor from time to time and the lessee will ensure that these rules are implemented inside or outside the service station in letter and spirit and no violation whatsoever is committed or caused to be committed including the law and order situation.
12. All notices authorized or required between the parties, in order to be deemed effectively delivered, shall be in writing in the English Language and delivered in person or by courier service or by any electronic means of transmitting written communication which provided confirmation of complete transmission.
13. This agreement shall be governed by, construed, interred and applied in accordance with the laws of Pakistan. However, the parties agree that the courts at Karachi shall have exclusive jurisdictions with regard to any matter directly or indirectly related or touching any provision of this agreement.

Divisional Manager (Retail)
For and on behalf of
Pakistan State Oil Company LTD.
XYZ Division

Mr. ABC
NIC #

Contd.

ANNEXTURE "A"

Service Station

- | | | |
|--|---|---------|
| 1. Car Wash | : | 01 Nos. |
| 2. Hoist | : | 01 Nos. |
| Compressor to be shared with Tyre Shop | | |

Divisional Manager (Retail)
Pakistan State Oil Company LTD.
XYZ Division

Mr. ABC
N.I.C #

