

Commercial Contract

MAINTENANCE AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 th Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

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Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to real estate matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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6. MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement") is made at _____ (insert place) on this ___ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Lessee", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(Hereinafter referred to as the "Lessor", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents.)

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(The Lessee and the Lessor are hereinafter collectively referred to as the "Parties", and individually as the "Party".)

WHEREAS the Lessee and the Lessor have entered into a Lease Agreement dated [insert date] (hereinafter referred to as the "Lease Agreement") with respect to property measuring _____ (insert measurement), bearing Property No. _____ (insert property number), situated at _____ (insert complete address) (hereinafter referred to as the "Property").

AND WHEREAS under the terms and conditions of the Lease Agreement, it is the responsibility of the Lessor to undertake yearly maintenance of the Property.

NOW THEREFORE, the Parties have entered into this Agreement on the following terms and conditions:

1. The Lessor hereby agrees to undertake the yearly maintenance of the Property upon the Lessee's request.
2. The Lessor agrees to undertake the yearly maintenance of the Property in a manner so as not to disrupt the Business of the Lessee at the Property, and to ensure that the personnel deployed by the Lessor to perform the maintenance work is reasonably trained, and possesses the requisite expertise to perform the task which it is hired to perform.
3. The Lessor agrees to schedule the maintenance works at the Property within [insert number] days of the receipt of the Lessee's request to this effect on the prescribed Maintenance Request Form attached with this Agreement as Annex I.
4. The Lessor agrees to schedule the maintenance works at a reasonable time, on such days as are convenient to both the Lessor and the Lessee.
5. The Lessor agrees give at least [insert number] days prior notice to the Lessee before the maintenance works are scheduled to be undertaken.

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6. This Agreement shall be deemed to be an integral part of the Lease Agreement.

7. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

IN WITNESS WHEREOF, the Parties have entered into this Agreement at the place, and on the date mentioned above.

For and on behalf of
The Lessor

For and on behalf of
The Lessee

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____

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ANNEX I (MAINTENANCE REQUEST FORM)

[Date]

[Lessor's Name]

[Lessor's Address Line 1]

[Lessor's Address Line 2]

SUBJECT: REQUEST FOR MAINTENANCE OF RENTED PREMISES

Dear Sir,

The undersigned have entered into a Lease Agreement dated [insert date] (hereinafter referred to as the "Lease Agreement") with you with respect to the Property measuring _____ (insert measurement), bearing No. _____ (insert property number), situated at _____ (insert complete address) (hereinafter referred to as the "Property"), and also the Maintenance Agreement dated [insert date] (hereinafter referred to as the "Maintenance Agreement"). The undersigned has been paying to you, regularly, the rent against the Property under the Agreement, and has been abiding by the terms and conditions of the Agreement, fully.

Now, a year has elapsed since the signing of the Agreement. I refer to Clause [insert number] of the Lease Agreement and also the Maintenance Agreement, by virtue of which the yearly maintenance of

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the Property is to be undertaken by you, at your expense. You are, therefore, requested to carry out the following maintenance work at the Property:

1. Paints
2. Sanitary repair work
3. Electrical repair work.
4. [any other maintenance work].

A visit to the Property to ascertain the quantum of work is welcome, following a call to intimate the undersigned of your intention to do so. It is also requested, in light of the provisions of the Maintenance Agreement, that the schedule of the above said maintenance work may be communicated/discussed with the undersigned at least [insert number] days prior to the scheduled days of work, to avoid any inconvenience.

Thanking you.

Regards,

[Lessee's Name]

[Lessee's Address Line 1]

[Lessee's Address Line 2]