



THE BALOCHISTAN GAZETTE

PUBLISHED BY AUTHORITY

NO. 02 QUETTA TUESDAY JANUARY 17, 2023.

GOVERNMENT OF BALOCHISTAN INDUSTRIES AND COMMERCE DEPARTMENT

NOTIFICATION

Dated Quetta, the 17th January, 2023

No. SO (IV)/2022/4-9/ 120-210 In exercise of the powers conferred by Section 26 of "The Gwadar Industrial Estates Development Authority Act, 2009" (Act II of 2009), the Government of Balochistan is pleased to make the following rules :-

1. **Short title, application and commencement:** - (I) These rules may be called "The Gwadar Industrial Estates Development Authority (GIEDA) Allotment, Cancellation, Transfer, and Surrender of industrial and commercial plots Rules, 2022", in the jurisdiction as specified in GIEDA Act, 2009;
 - a) These rules shall be applicable on Allotment, Cancellation, Transfer Surrender and all other related matters to the industrial and commercial plots in the Industrial Estates, Industrial Parks, Industrial Zones developed/ being developed within GIEDA's Jurisdiction.
 - b) GIEDA will regulate all the industries and industrial activities being carried out within GIEDA's jurisdiction.
 - c) Earlier Land allotments made by GIEDA will continue to be governed by the same Policy or Procedure as the case may be. These rules shall not apply to those cases in respect of which decisions have already been taken and also to the cases pending before the Courts of Law.
 - d) They shall come into force at once.

2. DEFINITIONS: (I) In these rules unless there is anything repugnant to the subject or context:-

- (1) "Act" means, The Gwadar Industrial Estates Development Authority Act, 2009;
- (2) "Authority" means Gwadar Industrial Estate Development Authority (GIEDA);
- (3) "Authorized Person" means a person who shall sign all the documents and perform all acts for and on behalf of the applicant(s) and so authorized in writing;
- (4) "Allotment" means to lease out premises for Industrial/Commercial activities;
- (5) "Allotment Committee" means a committee formulated by the Board of Directors;
- (6) "Applicant" means investors, businessmen and other industrialists interested in industrial and commercial plots;
- (7) "Application Form" means a Form devised by the Authority for the allotment of land;
- (8) "Annual Lease Rent" means the annual lease rent charged to the lessee for the land leased out;
- (9) "Allocation of Plot number" means to allocate plot number to the lessee(s) as per approved master plan;
- (10) "Board" means the Board of Directors of GIEDA;
- (11) "Bifurcation" means division of an industrial unit or piece of land leased out for particular purpose;
- (12) "Change in Constitution" means change in shareholding pattern of lessee (s) and / or change in legal status of lessee(s);
- (13) "Change of trade" means to change the original/ initial trade;
- (14) "Change of name" means change of name of the industrial / commercial activity / business;
- (15) "Completion" means completion of an industrial or commercial unit on the leased out land;
- (16) "Cancellation" means cancellation of allotment of plot;
- (17) "Director" means an officer of the Authority who is appointed as Director and includes the one who is holding the post as additional charge;
- (18) "Down payment" means an amount as defined by the Board shall be payable by the applicant (s)/ lessee (s);
- (19) "DUES" means all type of fee(s) and charges of GIEDA (Refundable or Non-Refundable);
- (20) "Demarcation" means to determine the boundary or limits of a plot;
- (21) "Franchise" means a private industrial estate, developed by a private person or a group of person or a company;
- (22) "Family" means legal heir(s) as declared by the court of law;
- (23) "GIEDA" means Gwadar Industrial Estates Development Authority;
- (24) "General Manager" means an officer of the GIEDA who is appointed by the GIEDA and includes the one who is holding the post as additional charge;
- (25) "Industrial Estate" means an area developed for industrial and commercial activities which include Industrial Parks Industrial development parks, Industrial Development areas, as the case may be;
- (26) "Implementation" means where the unit was fully established and commenced into commercial/industrial production;
- (27) "Duplicate documents" means the duplicate documents of the leased-out plot (s);
- (28) "Lessor" means the Gwadar Industrial Estate Development Authority;
- (29) "Lessee" means an individual or a recognized company to which any premises leased out by GIEDA;
- (30) "Large Project" means, a large-scale industrial project;
- (31) "Lease Dead" means an Agreement executed between lessee and lessor for operation and execution of an industrial or commercial unit;
- (32) "Layout" means and includes a plan approved for construction on leased out land;
- (33) "Managing Director or MD" means and includes the Managing Director, GIEDA, appointed under Section 6 of GIEDA Act, 2009;
- (34) "MERGER" means a piece of land not less than (one hundred) 100 acres handed over to GIEDA by a private individual(s) for developing an Industrial Estate;

- (35) "Master Plan" means a development plan of industrial estates / parks etc approved/to be approved by the Board of Director's GIEDA;
- (36) "Micro, Small & Medium Enterprises (MSMEJ)" means the industrial units (as) defined in the Small Medium Enterprise Development Authority's (SMEDA) Industrial Policy 2018 or as may be defined by Industries Department Government of Balochistan;
- (37) "NOC" means No Objection Certificate(s) issued by the GIEDA;
- (38) "Possession" means physically handing over of the plot to the lessee for the defined purpose;
- (39) "Premises" means and includes any plot, land, shop go-down, shed, and any structure etc., regulated by the Authority;
- (40) "Sub Office" means the branch (es)/field office(s) of the Authority;
- (41) "Refund" means refund of certain amount to lessee(s);
- (42) "Standard Agreement to Lease" means an agreement describing the mode of payment along with certain terms and condition between lessor and the lessee(s);
- (43) "Surrender of plot" means surrender of an industrial or commercial plot to the Authority;
- (44) "Terms and Conditions of allotment" means the terms and conditions defined in the rules;
- (45) "Rules" means The Gwadar Industrial Estates Development Authority (GIEDA) Allotment, Cancellation, Transfer, and Surrender of industrial and commercial plots Rules, 2022;
- (46) "Mega Project" means "industrial project providing employment to thousands of workers having huge annual sale turnover in billions of rupees;
- (47) "Upfront cost" means an initial sum of money owed in a purchase or business venture.
- (48) "Commercial and Residential Projects" means Mall and Emporium, builds or constructed in a building having Ground plus six and above with large scale business activities;
- (2) All other words and expressions used in these rules but not defined herein shall have the same meanings as assigned there to in the Act or the rules framed thereunder.

CHAPTER II ALLOTMENT OF PLOTS

3. Allotment Procedure: (1) Gwadar Industrial Estates Development Authority (GIEDA) shall lease out industrial and commercial plots in Industrial Estates, Industrial Parks and industrial Zones etc. established or to be established in its jurisdiction as defined in The Gwadar Industrial Estates Development Authority Act, 2009 to the interested investors, businessmen and other industrialists, for industrial and commercial activities which include setting up an industry or industries including essential welfare and supporting services e.g. post office, labour colony, power station water and sewerage facilities, fire service station, bank, weigh-bridge, and Warehouses etc. Any industry declared hazardous by Federal, or Provincial Government shall not be allowed to be established in the premises of the Authority. Plots shall be leased out in accordance with the approved master plan for a maximum period of 99 years as per following procedure:-

- (a) Managing Director GIEDA, with prior approval of the Board of Directors, shall publish an advertisement for the information of the investors, businessmen and other industrialists in at least two (2) leading national newspapers offering Industrial and Commercial Plots required to be leased out for commercial and industrial purposes as defined in clause 1 above on

first come first basis. The available plots shall be published once in the newspapers. However, re-advertisement will be the sole discretion of the Allotment Committee.

- (b) Interested investor(s), businessmen and other industrialists shall apply for plot (s) on prescribed application Form containing certain information and required documents, appended to these rules at FORM-A along with 20% earnest money in shape of pay order or Bank draft. No cash payment shall be accepted in any case.
- (c) The Allotment Committee will be responsible for scrutinizing and short listing of received applications on first come first serve basis.
- (d) The Allotment Committee shall not proceed with the scrutiny of the applications without a certificate regarding number of available plots from the Industries Section of the GIEDA.
- (e) A normal fee shall be fixed by the Authority for verification of documents.
- (f) An Allotment Committee comprising of at least two (02) or maximum five (05) members shall be constituted by the Board of Directors of GIEDA. M.D. GIEDA shall be the chairman of the said committee. At least two members of the Allotment Committee shall be the employees of GIEDA of not less than B-18 grade. The meetings of the Allotment Committee shall be called by the Chairman as and when required. All allotments, possessions, and transfers of plots shall be processed by the said committee. MD GIEDA shall keep updating the Chairman BoDs on short listing of applicants by sending copy the minutes to his office.
- (g) All orders e.g. terms and conditions, transfer of plots, allocation of plot numbers, demarcation of plot, bifurcation and, merger of plots etc. shall be signed by the M.D GIEDA or his authorized person.
- (h) The applications and attachments to the application, filed by the investors shall be examined, scrutinized and categorized by the Allotment Committee in its meetings on first come first serve basis. The list of approved applications for allotment of plots either will be published in two leading newspapers or will be uploaded on website of GIEDA. However, deferred/rejection of any application will not be a disqualification.
- (i) Rate of the plots to be leased out will be determined by the Board of Directors by considering the following factors:-
 - i. Rates of land intimated by District Rates Assessment Committee constituted under Balochistan Stamp (Valuation Tables in respect of land) Rules, 2013.
 - ii. Land development charges
 - iii. Consultants / Developer's input in any
 - iv. incentive for investor by offering subsidized rates in comparison to other industrial estates / SEZs for attracting investment
 - v. Other relevant factors

12. Terms and Conditions: To the successful applicants terms and conditions shall be issued by the M.D. GIEDA. Terms and conditions are appended to these rules at FORM B in case the lessee (s) accepts all terms and conditions in writing within seven days the said terms and conditions letter shall be treated as lease order. Acceptance letter is appended to these rules at FORM-C. In case no response is received from the applicant(s), the terms and conditions letter stand null and void.

CHAPTER III AGREEMENTS & DEEDS

4. **Standard Agreement to Lease:** (1) The Lessee (s) shall be bound to execute and sign a "Standard Agreement to Lease" on non-judicial stamp paper within forty (40) days of receipt of lease order. The said agreement shall be attested/verified by a Magistrate. The Standard Agreement to Lease is appended to these rules at FORM D. The Lessee (s) shall be bound to execute and sign a "Standard Agreement to Lease" on non-judicial stamp paper within forty (40) days of receipt of lease order.

5. The Lessee (s) shall be bound to execute and sign a "Standard Agreement to Lease" on non-judicial stamp paper within forty (40) days of receipt of lease order.

M.D GIEDA shall issue notice to the Lessee(s) to submit requisite non-judicial stamp papers for execution of lease deed. The lessee shall submit requisite non-judicial stamp papers within 30 days of receipt of such notice.

6. Lease deeds before implementation of project: (1) In respect of cases, where Scheduled Banks/ Financial Institutions, have sanctioned term loan for the project to be implemented in the premises and sought for execution of lease deed, before implementation, the same may be considered subject to the conditions mentioned under these Rules.

- (a) The lessee(s) should have paid total upfront cost/ lease consideration, obtained duplicate copy of the registered Agreement to lease and taken physical possession.
- (b) On sanction of loan by the Financial Institution, with a condition to furnish original registered lease deed, GIEDA will execute the same before or during Project implementation, ensuring collection of all the dues and obtaining consent of the lessee(s) to forward the Standard agreement to lease and lease deed to the Financial Institution along with No objection Certificate for release of the sanctioned loan under intimation to GIEDA.
- (c) That subject to the financing agency complying with the terms and conditions of the allotment letter, the financing agency will have first mortgage over the assets and the GIEDA shall have a second charge over the land, buildings, plant & machinery which shall be converted into a first charge when the obligations of the financial agency are liquidated.
- (d) The No Objection Certificate (NOC) issued to the Financial Institution shall stipulate that it is obligatory on the part of the financial institution to keep GIEDA informed periodically about the release of loan and repayments and implementation of the project. It is also to be made explicitly clear to the financial institution that in the event of cancellation/withdrawal of sanctioned loan against which the original lease deed is deposited with the financial institution or the lessee(s) has not availed the loan from the financial institution, the registered lease deed and agreement to lease shall be returned to GIEDA and GIEDA may consider to initiate appropriate legal or measures of action for cancellation of lease deed and resumption of the allotted land for non-compliance.
And only on agreeing to these conditions the registered lease deed and agreement to lease shall be deposited with the financial institution. Manager shall obtain acknowledgement to that effect, agreeing to the terms of NOC.
- (e) The original registered lease deed and Agreement to lease shall not be handed over to the lessee(s) for onward submission to the Financial Institution.
- (f) In case of auction of mortgaged premises by the financial institution to recover the loan outstanding against which the loan was sanctioned, the financial institutions shall remit to GIEDA, the surplus auction proceeds over and above the outstanding loan.

7. Possession: Possession of leased out land shall be given to the lessee after execution of lease deed and payment of 50% cost of plot. The land leased out shall in any case remain the property of GIEDA. A plot number and Physical possession shall be delivered to the lessee after execution and registration of lease deed. The Engineering Department of GIEDA shall cause actual plot to be measured physically and boundaries of the plot be demarcated on the ground in accordance with Layout Plan. The possession of the plot(s) will be handed over to Lessees(s) by the Manager Field, Industries Section. The land given for industrial purpose shall not be utilized for any other purpose, except construction of residential quarter as are required for those engaged in that industry. The Allotment Committee shall be the final authority to allocate plot number to the allottee.

CHAPTER IV GOVERNMENT DUES

8. Mode of payment for allotted plot and possession: (1) The mode of payment for the allotted plot shall be made by the lessee with following conditions/method:-

- (a) The lessee shall ensure payment of 20% of the total premium, as earnest money along-with application.
- (b) The 80% balance payment shall be payable as mentioned in the terms and conditions. The M.D GIEDA reserves the right to cancel the allotment/lease in case of any delay of payments by the lessee. The first such installment will become due three (3) months after execution of standard Agreement to lease.
- (c) Any extension granted for the payment of installments after the due date will be a penalty incidence of 5% of the due amount per annum for the defaulted period.
- (d) The lessee/ allottee will pay the cost of the actual area of the plot, allotted. In case there is a difference in the size of area, the cost will be calculated on actual measurement of the area, if the amount paid by the lessee is more than the actual of the area measured, will be refunded to him. On other hand the amount paid is lesser than the actual cost measured will be demanded by the GIEDA, within 30 days of allotment. If the difference is more than 10% of allotted area, the lessee will have the option either to accept the plot as per site situation or to apply for switching of plot which will be considered subject to availability. In such a case, the changes in land documents so far issued shall be rectified by issuance of letter of Corrigendum."
- (e) If there is any increase in the rate of land acquisition, the lessee will pay the additional amount proportionately with the cost of the land.
- (f) Lease rent shall be admissible as fixed by GIEDA, which shall be payable, at such intervals and in such form, as shall be intimated separately along with service tax as applicable. The lease rentals are subject to revision from time to time at the sole discretion of the GIEDA.

(2) Refunds:

- (a) In case applicant (s) makes a request for refund of amount paid by him withdrawing his application before NOC/ allotment letter is issued, full amount may be refunded.
- (b) If the application for allotment shall not be considered by the Allotment Committee due to any reason, full paid amount may be refunded.
- (c) Moreover, by the recommendation of Board of Director's of GIEDA, Government of Balochistan may its sole discretion consider refund of amount on case to case basis.
- (d) In case the amounts paid by the lessee(s) are lesser than the amount to be deducted, no amount is refundable to the lessee.
- (e) The amounts paid towards process fee, interested penalties, are not refundable.
- (f) In case, power supply is obtained by the lessee, a "No Dues Certificate" and "Dismantling Certificate" from concerned electricity authority may be submitted before refund.
- (g) Dues in respect of water charges may be deducted for the actual consumption as against the maximum rate as per the agreement.
- (h) If there are any buildings/additional structures made by the lessee on the Plot/ shed, the GIEDA may at its option either refund the cost of such structures after it is realized from the lessee or adjust the amount towards deemed rentals for period of occupation of the property by the lessee. GIEDA may otherwise direct the lessee for removal of the same at his cost within such time as may be allowed by it as per the terms of the Agreement. The refund on this account cannot be claimed as a matter of right. No interest may be payable to the lessee on the amounts paid on this account. Moreover, by the recommendation of Board of Director's of GIEDA, Government of Balochistan may its sole discretion consider refund of amount on case to case basis.

CHAPTER V
"TRANSFER OF PLOT/FACTORY/PROPERTY"

9. Transfer of leased out plot: (1) the proposal for transfer of plot/factory shall be considered by the Allotment Committee. Transfer shall be granted with following condition and provision of documents and on payment of prescribed fee fixed by the Authority from time to time.

- (a) Provided that nothing herein contained shall apply to the mortgage of the plot(s) with an authorized Loan giving agency or bank (s) or such terms and conditions as the Authority may approve.
- (b) The lessee(s) shall submit a written request to the M.D, GIEDA regarding transfer of plot(s) along with prescribed transfer fee in shape of pay order/bank draft.
- (c) Due notice regarding transfer of plot in at least 2 leading newspapers may be published by the original lessee (s) and copies of the said newspapers shall be provided along-with application for transfer.
- (d) The lessee (s) shall deposit prescribed transfer fee in shape of Pay order/ Bank Draft.
- (e) "No dues Certificate" from Finance Section GIEDA by transferor .
- (f) The lessee(s) shall submit attested copies of all last paid bills like electricity, gas, land line telephone, internet connection water supply or any other bill(s).
- (g) The lessee shall also provide a clearance certificate from financial Institution (if required).
- (h) The 3rd party to whom the plot (s) is/ are required to be transferred shall submit Sale and sub-lease Deed executed between transferor and transferee duly attested by the Oath Commissioner or by the Magistrate along with the required documents mentioned in Form A.
- (i) Approval of change in transfer of ownership shall be issued by the allotment committee. Subject to the provision of utilities and necessary infrastructure by the GIEDA, the premises / plot shall not be further transferred until and unless the transferee/ lessee has not commenced authorized commercial activities as prescribed in Rule 15 of the rules.
- (j) A deed of cancellation of lease deed Agreement shall be executed and registered and a fresh Lease Deed shall also be executed and registered and provided to GIEDA office by the lessee (s).

10. Bifurcation: The investors/allottee / lessee in the jurisdiction of GIEDA will be allowed to apply for bifurcation their premises. The Allotment Committee shall examine the cases of bifurcation as in case of Transfer. All terms and conditions of transfer as mentioned in Rule 9 above will be applicable to bifurcation of a plot or factory.

11. Cancellation of allotment: Allotted plots may be cancelled by MD with the approval of BoDs on following conditions:-

- (i) Non-payment of two consecutive installments required to be paid with interest within the prescribed due date.
- (ii) Non-execution of the lease deed even in the extended period.
- (iii) Not making the unit functional even on expiry of the extended period.
- (iv) After cancellation due to any of the above-stated reasons, a maximum of 20% or more as approved by Authority of the total premium will be deducted and the balance deposited premium amount will be refunded without interest.
- (v) In case of a cancellation made due to the submission of wrong/false information for acquiring the allotment or violation of any of the conditions of lease-deed conditions, the entire deposited amount will be forfeited.

12. Surrender of industrial plots: (1) the lessee can surrender the plot before cancellation of the allotment.

(2) If the lease deed has been executed, the surrender deed must also be executed.

- (3) If the lease deed has been executed and possession has been taken, all premium payments will be refunded. However, lease rent, time-extension fees and other charges till the date of surrender will be deducted.
- (4) Surrender will be accepted by the "Managing Director, Gwadar Industries Estate Authority" within 15 days of the date of receiving the application.
- (5) After approval of surrender by the "Managing Director, Gwadar Industries Estate Authority", the refund will be made within 15 days of the date of approval.
- (6) If the lessee requests for alternate plot in the same Industrial area or any other Industrial Park, as an alternate choice, on his/her/their own consideration, in all such cases, the applicant (s) may be treated as the new applicant (s) and may not be conferred any priority in the allotment and the applicant may submit application and will be considered as per the procedure mentioned herein.

13. Transfer of unit into pvt. ltd./ltd. Company: Copies of the Articles and Memorandum of association, certificate of Incorporation, list of shareholders/ director duly certified by a Chartered Accountant, duly acknowledge by the concerned authority duly signed by the company's president, are required to be submitted along with the request for a change by the current lessee.

- 14. Mortgaging the plot(s):** (1) Permission for Mortgage of the plot can only be granted provided that the allotment is not cancelled earlier, or the time-limit for commencing industrial production has not expired or deemed fit by the Allotment Committee.
- (2) In the case of mortgaging the plot, the Authority will have first charge and the lessee will make the due payments regularly from time to time to the Authority. Permission for mortgage will be granted for project financing.
 - (3) On approval of the Managing Director, Gwadar Industries Estate Authority mortgage permission will be issued by the concerned Director

CHAPTER VI FUNCTIONING OF INDUSTRIAL UNDERTAKING

15. Implementation of projects: Lessee(s) shall submit the plans and designs of the industrial undertaking to the Authority for approval within three (3) months of the allotment and start construction within six (6) months after the approval. Subject to the provision of utilities and necessary infrastructure by the GIEDA, The Lessee will start production within eighteen (18) months of the date of allotment failing which the allotment will be cancelled without any further notice. In case of Mega Projects, the time limit for commencement in production is forty- eight (48) months while large scale industrial undertaking should be completed within thirty-six (36) months. The plans, section, elevation and specification for the industrial undertaking shall be prepared by an architect duly registered and licensed under the Pakistan Council for Architects and Town Planning and the installation of the plant and machinery therein will be supervised by qualified and competent architects, engineers and technicians. All infrastructure facilities like roads, sewerage, water supply, gas and electricity will be provided by the Authority.

- 16. Declaring functional units:** (1) Industrial units shall be declared functional after submitting the documents listed below:-
- (a) Attested copies of Central Excise Department certificate (with date commencement of production) Trade Tax Exemption Order/Trade Tax Assessment Order (if any).
 - (b) Affidavit of the building completion certificate stating that 50% of the total permitted covered area of the unit has been constructed, and fire and other NOCs have been obtained from the relevant competent authorities.
 - (c) Lease deed/transfer sale deed, whichever is applicable, has been executed.

- (d) No dues certificate from the Authority.
- (e) Besides the above, additional documents can also be presented such as registration under the Factories Act/electricity consumer bill/telephone bills (to prove the unit is functional).
- (f) In the absence of the above documents, in special cases, a committee constituted by "Managing Director, GIEDA will inspect the unit so that the date of commencement of the functioning of the unit can be decided.
 - i. The Head of Technical Section Chairman
 - ii. The Rep of concerned Estate/Section Member/Secretary
 - iii. The Rep of Finance/ Law Section Member
- (g) The authority for declaring a unit functional is with the Managing Director, Gwadar Industries Estate Development Authority.
- (h) The authority shall issue all type of NOC to the applicant(s) where mandatory. No installation or connection or erection of any equipment is allowed in the premises of the Authority without prior NOC. The breach of GIEDA rules lead to cancellation of lease order.

CHAPTER VII TYPES OF INDUSTRIAL PROJECTS

17. Megaprojects: The lessee(s) shall obtain the required statutory approvals/permissions and commence commercial production within forty-eight (48) months from the date of taking possession of the allotted premises and implement the project in full as envisaged in the Project Report furnished by him/her/them at the time of filing the application for allotment.

18. Large projects: The lessee may obtain the required statutory approvals/permissions and commence commercial production within thirty-six (36) months from the date of taking possession of the allotted premises and implement the project in full as 18 envisaged in the Project Report furnished by him at the time of filing the application for allotment. The lessee, within the stipulated time as indicated in the undertaking and allotment letter from the date of taking over possession may take necessary steps for implementation of the project and file such papers in evidence of implementation, like applying or securing approval of building plan, power supply, sanction of term loan, Consent for establishment from Pollution Control Board/Authority or any other document in conjunction with the above approvals / permissions.

19. Micro/small/medium enterprises: The lessee(s) may obtain the required all statutory approvals/permissions and commence commercial production within eighteen (18) months for Micro, Small and Medium enterprises, from the date of possession of the leased out premises and implement the project in full as envisaged in the Project Report furnished by him at the time of filing the application for allotment.

CHAPTER VIII CHANGE IN NATURE OF BUSINESS AND ITS MEMBERS

- 20. Change in constitution:** (1) Change in constitution or change in shareholding pattern of the lessee(s) and/or change in legal status lessee(s) shall be as under:-
- (i) Proposals for change in constitution may be considered by Allotment Committee before or during project implementation period. The purpose of allowing change in constitution is to enable lessee(s) to raise necessary resources/finances to implement the project and prevent trading of industrial plots. All such changes may be with prior approval of GIEDA only.
 - (ii) The shareholders/partners/members of the lessee at the time of allotment may hold not less than 51% equity/share in profit & loss of the business unit till implementation of the project.

- (iii) Change in shareholding of lessee in the following situations may be processed and approved after collecting due fee as prescribed with prior approval of Board of Directors.
- (iv) Among the family members, wherein changes occur on account of death of members/partners/shareholders of the lessee or wherein the members/partners/shareholders of the lessee(s) desire to transfer of shares/interest in favor of the family members without addition of outsiders.
- (v) Change of shareholding between the existing members/shareholders/ partners of lessee without addition of new members.

21. Change in Trade: On submission of the application along with the project report, new product change/addition of product can be allowed. Change of products will be allowed only for the products not classified in the negative list of the Authority. Permission for the change of products will be granted by Allotment Committee/Managing Director, Gwadar Industries Estate Development Authority. The Allotment Committee shall examine the cases of change of trade and shall allow the applicant(s) subject to the viability of the new project. The applicant shall provide new business plan and sound reasons for the success of the new trade. Any change, alteration, deletion in building lay out plan, the applicant(s) shall submit the new design, building plan to the Engineering Department of the Authority for approval. No alteration, deletion, addition etc shall be allowed without prior approval of the Authority.

22. Change of title/name of the industry: The investor(s) or industrialists shall be allowed title or name of the industrial undertaking subject to payment of due fee as fixed by the Authority and subject to the following conditions:-

- (i) Written application explaining reasons for change of title.
- (ii) Any change of title or name shall not affect the trade of the industrial undertaking.
- (iii) No partnership shall be occurred without proper process as detailed in rule 21 above.

23. Proprietorship to partnership: (1) Change in constitution from proprietorship to partnership will be allowed with the conditions. That certified copy of the partnership deed and a certificate issued by the Registrar of Firms should be submitted along with a request for a change in constitution. Apart from that the affidavit of relationship of the new incumbent has to be given.

24. Change of partner(s) in partnership deed: A certified copy of the dissolution deed, new partnership deed, Form A and C issued by the Registrar of Firms along with an affidavit showing the relation among partners are required to be submitted along with a request to change the partner or partnership deed.

CHAPTER IX FRANCHISE & MERGERS

25. Franchise: (1) Any group builders or company intends to establish a private industrial estate or develop an industrial town, industrial park or an industrial zone in collaboration with Gwadar Industrial Estates Development Authority within its jurisdiction, he/she/they will be encouraged and the same industrial estate or zone etc. shall be developed in the following manner:-

- (i) The interested group or company shall have minimum (five hundred) 500 acres private land along with land documentation in Mekran Division.
- (ii) Such project (s) shall be called as "Franchise"
- (iii) The Authority shall reserve the right to get verification of the ownership of the said land.
- (iv) *"The owner (s) of the land shall submit a draft Memorandum of Understanding (MOU) to the Authority and the authority after examining the MOU thoroughly and safe guarding the interest of the Authority thereafter through Industries Department shall onward*

transmit the same to the Law Department, Government of Balochistan for vetting".

- (v) The private owner shall also submit the company profile including registration with Security & Exchange Commission of Pakistan (SECP), Registration with Pakistan Engineering Council, feasibility report, project and financial business plan of the Soundness/Solvency, certificate from any recognized commercial bank.
- (vi) Active NTN Number and Sales Tax Number
- (vii) Subject to the approval of the proposal the private company shall enter into an Agreement with the Authority to start the project.
- (viii) The Franchise shall pay to GIEDA 5% or more as agreed upon of the total gross profit. Such share of profit shall be payable to GIEDA by Franchise on monthly basis directly through banks.
- (ix) The land shall be clear from all encumbrances and its title, whether owned or leased shall be in the name of the interested group or company.

26. Merger: (1) Any person or a group of person or company intends to merge its land in collaboration with Gwadar Industrial Estates Development Authority within its jurisdiction, he/she/they will be encouraged and the same industrial estate or zone etc. shall be developed in the following manner:-

- (i) The interested person, group of persons or a company shall have minimum (one hundred) 100 acres private land along with land documentation in Mekran Division.
- (ii) Such project (s) shall be called as "Merger".
- (iii) The compliance of the following mechanism/ modus-operandi must be ensured in the letter and spirit while merging the piece of land in GIEDA.
- (iv) That, after working out the area for amenities (30% of the total to be merge) the remaining area (70%) will be divided in 60/40 ratio i.e 60% plots will be retained by GIEDA and 40% of the plots will be transferred in the favor of the applicant.
- (v) That initially complete area of shall be transferred in the name of GIEDA in revenue record, followed by subsequent allotment of 40% plots in the name of applicant will be allotted by GIEDA at once. The enterprise will get 40% plots free of cost and all development charges will be borne by the GIEDA.
- (vi) That the land to be merged must be in the jurisdiction of GIEDA.
- (vii) The land shall be clear from all encumbrances and its title, whether owned or leased shall be in the name of the interested group or company.

**CHAPTER X
MISCELLANEOUS**

- 27. Other conditions:** (1) The M.D GIEDA may authorize any officer of his/her organization to enter into the premises of the Lessee(s) for inspection and certain information. During such inspections by the authorized officer to the premises allotted, if it is found that the project has not been fully implemented even after completion of stipulated time from the date of final allotment, then steps may be taken for cancellation of leased out land immediately.
- (2) The period of Implementation will be considered for extension by M.D for a maximum of further one year or as the case may be, on case to case basis, where there is full justification with recorded evidences.
- (3) In all cases, extension of time for implementation of the scheme will be considered only if 50% of the project is already completed.
- (4) In cases, where there is partial implementation of the project like going to commercial production of lesser capacity and utilizing the lesser extent, the time for implementation may be considered by 2 more years with a penalty @ 3% per extension on the prevailing cost of land. This penalty is not to be computed with other penalties. Action may also be initiated for cancellation of the unutilized extent of land and for resumption.
- (5) If the request of the lessee for extension of time for implementation of the project is not considered by GIEDA, the M.D GIEDA may issue 'Cancellation order cum Resumption Notice within 7 days of receipt of communication from the Head Office
- (6) The Director may resume the possession of the premises on the date specified in the cancellation order cum resumption notice. The Director may also initiate action for cancellation of lease deed and refund the amounts paid after making necessary deductions within 15 days from the date of resumption of premises.
- (7) The Cancellation Orders-cum-Resumption Notice may be sent to the address given in the Application Form or to the last known address of the lessee by post, under Registered Post & Ack. Due and Certificate of Posting and by e mail. Copy of the Cancellation-cum Resumption Notice may also be sent to the Financial Institutions, in case No Objection Certificate is issued to such Financial Institutions by the GIEDA for financing the unit. The cancellation orders may also be sent by email and all applicants may give their email address compulsorily while submitting application.
- (8) A copy of the Cancellation Order cum Resumption Notice must also be affixed on conspicuous place in the premises, if there is any structure in the presence of three witnesses.
- (9) The envelopes returned by the Postal Department undelivered to the addressee must be filed in the file as it is, without opening the envelope.
- (10) After resumption of the premises, Director may keep a watch over the public property of the premises. Any articles that were taken into the custody by Director may be disposed of duly obtaining prior permission of M.D GIEDA
- (11) In case the lessee is not able to implement the project for reasons which are clearly beyond his control, refund of cost can be made to the lessee(s) after deducting 25%, provided the lessee surrenders the leased land/premises land to the GIEDA voluntarily and registers the cancellation deed.
- (12) In case the lessee is not able to implement the project within stipulated time, the allotment will be cancelled and 50% of the upfront cost paid will be forfeited.
- (13) Cases of non-execution of lease deed in cases, where the lessee, after payment of upfront cost of the premises, fails to execute the Agreement to lease within stipulated time of 30 days, the allotment is liable to be cancelled.
- (14) The GIEDA has right to cancel the lease whenever it was found that the land is not utilized by the lessee for the purpose of which it was allotted. Consequent upon

cancellation, GIEDA has a right to allot the subject land in favor of any needy entrepreneur.

28. Duplicate documents: (1) The lessee(s) shall submit a written request to the Authority for provision of duplicate documents of the premises leased out to him/her/them subject to provision of following documents:

- (i) Attested Copy of F.I.R lodged in the concerned Police Station /Levies Thana
- (ii) The lessee shall publish an advertisement in at least two newspaper regarding lost or wastage of the original documents and provide original newspapers to the authority
- (iii) The Authority at the sole satisfaction of the reasons explained by the lessee shall issue duplicate document after depositing prevailing fee/ charges in this regard.

29. Industry related commercial activities and housing: (1) In cases of lessees approaching GIEDA for permission to establish support/industrial related commercial activities in their allotted premises, after implementation of the project and after securing lease deed, such proposals may be processed.

(2) The activity proposed may be support services to the industrial units in the Industrial area like cold storages, weigh bridges and quality control laboratories.

(3) The proposed activity may not affect the existing/ neighboring industrial units and may be compatible to the Industrial area and subject to furnishing approvals from local and statutory bodies/agencies.

(4) Allotment of earmarked housing area may be by auction only. In the absence of auction process, a process fee equivalent to 50% of the prevailing cost or value of the upfront cost as on the date of such allotment may be levied.

(5) The applicant shall obtain necessary approvals/clearances from the Authorities/Departments concerned.

30. Redressal: If the lessee is aggrieved, by any order/action of GIEDA, the lessee may appeal to the Secretary Industries, Government of Balochistan duly explaining the reasons. The Secretary Industries & Commerce, Balochistan may appoint an exclusive committee within the organization to recommend appropriate action. The decision of the Secretary Industries (appellate authority) shall be final and binding both on lessor and lessee.

31. Repeal and Savings: (1) "The Gwadar Industrial Estates Development Authority (GIEDA) Allotment, Cancellation, Transfer, Surrender of Industrial and Commercial Plots Rules, 2020" are hereby repealed.

(2) Notwithstanding the aforesaid repeal, anything done, action taken, notifications/ order issued under the aforesaid rules, shall, so far as it is not inconsistent with the provision of these rules, be deemed to have been done, taken, made or issued, appointed, constituted, commenced or taken, under these Rules, and shall have effect accordingly in accordance with "The Gwadar Industrial Estates Development Authority (GIEDA) Allotment, Cancellation, Transfer, Surrender of Industrial and Commercial Plots Rules, 2020" and shall continue to have effect unless recalled, withdrawn or cancelled.

**BY ORDER OF GOVERNOR
BALOCHISTAN**

ABID SALEEM QURESHI,
Secretary
Industries and Commerce
Department.

APPENDIXES
FORM-A
(see rules 3 (b))

APPLICATION FORM

1	Name (s) of the applicant (s) in block letters	
2	Address of the applicant (s) in block letters	
3	Name of the Director (s) in block letters	
4	Photocopies (ies) of the computerized National Identity Card (s) of the applicant (s)	
5	Existing Business (if any)	
6	Financial Soundness Certificate from a commercial bank	
7	Activate NTN Number (s) of the applicant (s)	
8	Sales Tax number of the applicant (s)	
9	Partnership certificate (if registered under partnership Act, 1932) or Certificate	
10	Authorization letter, wherever necessary	
11	Details of plot/ shed already possessed, whether the premise are required for re-location (Shifting) or expansion purposes manufacturing process	
12	Power, water requirement etc, for the project	
13	Detail of plant/ machinery of the proposed project	
14	Nature of the proposed industrial or commercial unit	
15	Indicate interest in other concern (if any))	
16	Have you got sufficient experience/ knowledge to run the proposed industrial/ commercial unit	
17	Land required for the proposed industrial / commercial unit	
18	Indicate proposed investment in industry (a) Local currency (b) Foreign Exchange (c) Name of Bank in Pakistan	
19	Probable number of employee to be engaged. Give detail of foreign local and other status.	
20	Attached Business plan of your proposed undertaking	
21	Is residential accommodation proposed to be constructed for employees? If so for how many and for whom?	
22	Indicate detail of arrangements for removal of effluent and steps to be taken to control environmental hazardous	
23	What is the total connected power requirements in terms of KVA of the project proposed to be set up	
24	Any other Feature of the proposed project?	

25	Attach an attested copy of the memorandum and articles of association in case of limited companies and a copy of resolution authorizing the applicant to apply on behalf of the company	
26	If application is being made of behalf of the group of companies and if at the time of making application, it is not known as to which of the companies or a new private/public company from the group will implement the project, the applicant should clearly mention this in the application form and also enclose a list of the companies or individuals with full address who are likely to take part in implementation or promotion of the new company.	
27	<p>In case of partnership with overseas Pakistan or Foreign (s) or Ex-servicemen please attaché the following documents:-</p> <ul style="list-style-type: none"> (i) Copies of the passport first page and last page. (ii) Passport size photographs of the applicant (s). (iii) Discharge certificate in case of ex-service man. (iv) Permission from the competent authority at provincial and federal level. (v) Any other relevant documents 	

Instructions:

- (1) No application will be considered if not accompanied with 20% down payment of the total cost of the plot in shape of Pay order/Bank Draft.
- (2) No cash payment will be accepted in any case.
- (3) In case, the Allotment Committee approves the application, formal terms and conditions will be issued to the applicant(s) such terms and conditions shall be converted into allotment/lease order subject to writing consent of the applicant(s) on non-judicial stamp paper duly verified by an oath commissioner is received by the GIEDA.
- (4) Applicant shall not be paid interest/markup on deposited amount.
- (5) Negative list of Business:-
 - (i) Residential Flats.
 - (ii) Government Banned Business.
 - (iii) LPG Cylinder sale outlet.
 - (iv) Chemical Storages
 - (v) Prior approval required with all the Pre-Conditions of safety.

Section Officer (IV)

FORM-B
(see rules 3 (b))
TERMS & CONDITIONS
GAWADAR INDUSTRIAL ESTATES DEVELOPMENT AUTHORITY
Gwadar, Balochistan

This is to inform you that your application No _____ for allotment of _____ acre of plot is approved on lease in _____ industrial estate _____ for setting-up _____ subject to the following terms and condition provided you communicate to us the acceptance of the following terms and conditions within seven(07) days from the receipt of this offer:

(1) **PAYMENT SCHEDULE**

The lease amount of the land leased out in your favor is fixed at _____

You have to pay Rs. _____ (Rupees _____ only) per acre as down payment while schedule of balance payment would be indicated in our standard Agreement of lease to be executed after acceptance of the terms and conditions.

(2) **PAYMENT OF RENT.** The rent shall start from the date of possession of the plot. Ground Rent of Rs. _____) per acre per annum shall be chargeable in advance. During first year payment will be made before taking over possession of the plot and subsequent yearly payment within a week of the commencement of each year.

(3) **PENALTY**

Penalty @5% per annum will be charged on any amount of ground rent or any other dues not paid to the Authority on the due date arrears.

(4) **OPERATION OF INDUSTRY**

You shall submit to the Managing Director for approval, the plans and designs of the industrial undertaking within 3 months of the allotment, and start construction within 6 months of the date of approval and installation of machinery and go into production within _____ months of the date of allotment, failing which allotment will be cancelled without any further notice.

(5) **CONSTITUTION/DIRECTORSHIP OF INDUSTRIAL UNIT.**

That you shall communicate to us the names of owner/partners/ directors of your firm / company along-with Partnership Deed / Articles of Association as the case may be, for our approval. Once the Articles of Association or partnership or your status as Sole Proprietary Owner of your industry has been approved by us, you shall not affect any change in this respect without prior permission from us in writing. Any change carried out without prior permission shall be null and void in as much as it affects our relationship with you or our ownership of the land.

(6) **NATURE OF TRADE**

You will restrict to trade mentioned in application form.

(7) **CONSTRUCTION ON THE PLOTS**

That all construction on the plot will be carried out in accordance with the plans to be approved by us upon deposit of prescribed fee. Approval of the plans will be obtained before taking up any construction work at site. Any construction raised without approval of plans, will be liable to demolition by us and would also constitute reason for cancellation of your lease.

(8) **UTILIZATION OF PLOTS**

Allottees are directed to utilize the industrial plot as under:

- (i) 80% of area will be used for construction of factory.
- (ii) 20% will remain open for related services

(9) **WATER SUPPLY**

That water will be supplied subject to its availability from time to time.

(10) TRANSFER OF PLOT

Transfer of plot, Change of trade, Change in Directorship / ownership, mortgage, allocation with possession of plot/s thereof shall be subject to prior clearance from Gwadar Industrial Estates Development Authority and on payment of prescribed fee.

(11) EMPLOYMENT TO LOCALS

It would be mandatory for you to appoint 75% of the labour force and equal percentage of the total managerial staff from amongst the permanent residents of Balochistan, within a period of five years from the date of commercial production. In other words you employ outsiders for the first five years where local/domicile (permanent residents) candidates with requisite qualifications of experience may not be available but during that period you shall undertake imparting of training to the local/domicile (permanent residents) of Balochistan in sufficient number so that at the end of the prescribed period of five years, 75% of the total labour force and equal percentage of the total managerial staff should from amongst permanent residents of the province.

(12) LABOUR TRAINING

In order to enable the Government of Balochistan to watch the labour training arrangements of your venture, half yearly statements have to be submitted to the Managing Director, Gwadar Industrial Estate Development Authority, so as to reach them on 10th January and 10th July each year showing the number of persons trained. Violation of this condition makes the NOC liable to cancellation.

(13) SURRENDER OF PLOT

An Affidavit on Rs. 200 stamp paper duly countersigned by an Oath Commissioner, in the following manner should also be submitted. In case I/We, am/are not in a position to install unit, the plot as acquired by me/us from Gwadar Industrial Estate Development Authority, will be surrendered back to the Managing Director Gwadar Industrial Estate Development Authority.

Please note that if your acceptance of the above terms and conditions is not received by us within seven (07) days from the receipt of this offer, the same stands automatically withdrawn. Further, we will be under no obligation to lease any land to you within our area after the expiry of the above-mentioned period. 10% of down payment deposited by you with the application shall be forfeited and remaining 90% will be refunded to you. Act and Rules of GIEDA shall be superseded in case of any ambiguity.

Section Officer (IV)

FORM-C
(see rules 3(2))
ACCEPTANCE OF THE LESSEE(S)

I/we the lessee(s) carefully read and understood the terms and conditions issued by Gwadar Industrial Estate Development Authority vide No. _ dated and I/we shall abide by all these terms and conditions. I/We will also abide by all provision of GIEDA Act, 2009 and GIEDA Allotment Rules. I/We the Lessee(s) further hereby undertake that in case of breach of any terms and conditions or violation of GIEDA Act, 2009 or GIEDA Rules, 2020, the GIEDA has right to cancel/withdraw the allotment and resume possession of premises leased out in our favour.

Name(s) of the Lessee (s)

Address (es) of the Lessee(s)

Signatures & Stamp of the lessee(s)

Witness 1

Signature

Name

CNIC No.

Address

Witness 2

Signature

Name

CNIC No.

Address

Section Officer (IV)

FORM-D
(see rules 4 (1))

STANDARD AGREEMENT TO LEASE FOR INDUSTRIAL PLOT

(1) This Agreement made at _____ on this _____ day of BETWEEN the Managing Director Gwadar Industrial Estates Development Authority, Gwadar hereinafter called 'The Authority' which expression where the context so requires shall be deemed to include and mean its successors, executors, administrators and assigns) of the one part AND _____

S/o _____ having CNIC No. _____
_____ permanent address _____

(hereinafter called 'The Lessee(s)' which expression where the context so requires shall be deemed to include and mean its successors and legal representative of the other part

(2) Whereas the Lessee(s) has deposited with the Authority Rs. _____ (Rupees _____ Only) as down payment of plot (s)/ land _____ Industrial Estate, for the purpose of establishing and setting up a unit under the name and style _____ against a valid NOC/Lease order from, GIEDA and has undertaken to pay the balance of Rs. _____ in the manner hereinafter appearing.

And Whereas the Authority has allotted the Plot bearing P.D.S. No. _____ measuring _____ Acre for aforesaid purpose to the Lessee(s) on the terms and conditions contained already conveyed to lessee(s) vide GIEDA letter No. _____ Dated _____.

(3) **NOW THEREFORE THE LESSEE(S) HEREBY AGREES WITH THE AUTHORITY AS FOLLOWS:**

- (a) To comply with and abide by the terms and conditions of this Agreement and with all the directions, from time to time given by the Authority regarding the use of Plots and running of the said Industrial Undertaking.
- (b) To obtain from the proper authorities, where necessary the requisite sanction for the establishment of the Industrial or commercial undertaking and comply with all the regulations of the Federal/Provincial Government without which the permission given by the Authority shall be of no avail.
- (c) The lessee (s) shall pay:
- (i) All taxes, rates, royalties (if any be payable) assessments, duties, charges (Including betterment and maintenance charges) and any impositions whatsoever, which may now or hereafter be charged or be imposed upon or be payable in respect of the plot(s) and structure thereon or any business conducted therein under any law for the time being in force.
- (ii) The lessee(s) shall pay to the GIEDA, the balance amount of the plot(s) leased out to him/her/them @ Rs. _____ per acre as specified below:

S. No	Installment No	Amount	Due Date
1	First		
2	Second		
3	Third		
4	Fourth		
5	Fifth		
6	Sixth		
7	Seventh		
8	Eight		

- (iii) Within the first week of the commencement of each year, the annual ground rent of Rs. _____ per acre in advance (whether formally demanded or not), the first of such payment made on _____ which shall for all purposes be deemed to be the date of possession.
- (iv) Simple mark up at 14% per annum on any amount of the premium, the ground rent or any other dues not paid to the Authority on the due date. The mark-up calculated from the date of default shall be paid along with the amount in arrears.
- (d) To submit to the Authority for approval of the plans and designs of the industrial undertaking within three 3-months of the allotment and to start the construction within 6-months of the date of approval of plan. Install machinery and go into production within 18-months of the date of allotment, to the satisfaction of the Authority, failing which the allotment will be cancelled without any further notice. In case Mega Projects the time limit for commencement in production is 48 months while large scale industrial undertaking should be completed within 36 months. The plans, section, elevation and specification for the industrial undertaking shall be prepared by an architect duly registered and licensed under the Balochistan Building Control Ordinance and the installation of the plant and machinery therein supervised by qualified and competent architects, engineers and technicians. All infrastructure facilities like roads, sewerage, water supply, gas and electricity will be provided by the Authority.
- (e) To comply with and ensure that the building(s) are constructed and the industrial undertaking established and run strictly in accordance with the provisions of the Balochistan Building Control Ordinance, 1979 and the instructions issued by the Authority from time to time, regarding the construction of the building.
- (f) To provide as soon as possible, labour quarters in the area of the sector reserved for labour colony.
- (g) Not to remove any stone, gravel, sand, clay, mineral or any other material from the plots except for use therein, nor shall the lessee(s) to obtain material for filling from any land not allotted to it.
- (h) Not to tap or use underground water except to the extent and in the manner as previously approved by the Authority. Not to demand water for constructional purposes at all and for subsequent purpose till it can be supplied by the Authority.
- (i) Not to use or permit to be used the plots or any part thereof for residential purposes except for essential personal use or for such use as night watchman/Resident Engineer or as permitted by the Authority in writing.
- (j) To allow transfer of right under this Agreement by sale, sub-sale, exchange, gift or otherwise or part with possession of the plots or part thereof only with prior approval of the Authority and payment of prescribed fee fixed by the Authority from time to time. Provided that nothing herein contained shall apply to the mortgage of the plot(s) with an authorized Loan giving agency or commercial bank (s) or such terms and conditions as the Authority may approve.
- (k) Not to use the plot or any part thereof for any purpose other than that mentioned in the Lease letter or a purpose directly subservient thereto or connected therewith except as may be permitted by the Authority on such terms and condition as it may determine.

(1) IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES:

- (i) Upon completion/going into production of the industrial or commercial undertaking and performance of the terms and conditions of this Agreement by the Lessee(s) to the satisfaction of the Authority whose decision in this behalf shall be final. The Authority will at the request and cost of the Lessee(s) execute a Lease Deed in its favour for a term of maximum 99-years on the terms and conditions hereinafter appearing and those generally applicable to the industrial and commercial plots in an industrial area.

- (ii) The Stamp Duty and Registration shall be paid by the Lessee(s).
- (iii) Time will be the essence of contract in these terms and conditions.
- (iv) All communication from the Authority to the Lessee(s) shall be deemed to have been sufficiently served if personally delivered to the Lessee(s) or sent at the address in writing intimated by the Lessee(s) to the Authority. A communication sent by post shall be deemed to have been delivered within due course of postage time.
- (v) Any officer of the Authority or a person nominated by the Authority in this behalf shall have the right to enter upon and inspect the plots, all erections, installations and works thereon at any hour during the works of any kind and at any stage shall be in progress or not.
- (vi) If there is any default, breach or non-observance of any of the terms and conditions of this Agreement including non-payment of any amount due from the Lessee(s) for a prescribed period then notwithstanding any right of action in respect of any antecedent breach, it shall be lawful for the Authority to cancel this Agreement and Lease and forfeit any amount paid by the Lessee(s) and in such case the Authority, any officer or servant of the Authority, duly authorized in this behalf may enter upon the plots and take possession of the same and of any building, construction or any material or thing found thereof for the absolute benefit and use of the Authority without any liability of the Authority to pay any compensation thereon. This Agreement and everything contained in it shall absolutely cease and determine and the plots shall revert in the Authority but without prejudice to the rights of the Authority to enforce any rights arising out of the default or recovery of any amount due from the Lessee(s), provided that if the Lessee(s) surrenders the plot(s), 20% of the total premium shall be forfeited by the Authority and the rest of the amount paid by the lessee(s) shall be refunded.

For purpose of this agreement the address of the Authority is:

FORM E
(see rule-5)
LEASE DEED

THIS DEED OF LEASE made at _____ on the _____ DAY OF _____ between Directors, Gwadar Industrial Estate Authority through its Allotment Committee having its office at _____ (hereinafter referred to as the 'LESSOR'). AND Mr./Mrs./MS _____ Son of / wife of/ Daughter of _____ bearing CNIC No. _____ R/o _____ hereinafter referred to as the LESSEE) which expression unless repugnant to the context or meaning thereof, may include its successors and assigns). WHEREAS upon the application of the LESSEE, the LESSOR has allotted the Plot bearing No. _____ measuring _____ situated at _____ Industrial Estate/ Park _____ on lease basis for period of 99 years.

And WHEREAS it has been agreed by and between the LESSOR and LESSEE hereto that the stamp duty and registration charges, if any, shall be borne and paid by the LESSEE

NOW THIS DEED WITNESSED AS FOLLOWS:

1. The down payment for the land allotted is Rs. _____ (Rs _____ only) The total cost of the leased out plot/land works out to Rs. _____ (Rupees _____ only).
2. The LESSEE should also pay the annual lease rent @ Rs. _____ per annum or as fixed/revised from time to time by the Board of Directors of GIEDA and applicable taxes.
3. That the plot/land has been allotted to LESSEE by LESSOR for setting up of unit _____ and the same falls in Micro/Small/Medium Enterprises, Large Projects/Mega Projects of the GIEDA. The lessee shall implement the said project and commence commercial production within _____ years of handing over of possession of the land.
4. "Agreement for lease" is being given to the LESSEE for implementation of the project. The project implementation period mentioned above may be adhered to carefully, however in the event of delay beyond the control of the LESSEE basing on genuine reasons with recorded proof of documents submitted by the LESSEE, the same will be examined for extension of time and for such period and subject to such terms and conditions as fixed by the Authority. If within the period mentioned above from the date of final allotment and taking possession of the plot/land the project is not implemented or the period of extension is not granted by the LESSOR the allotment made, shall stand automatically cancelled and the GIEDA may have a right to resume possession of the subject plot/land.
4. After implementation of the approved project only, "Lease Deed" for 99 years, will be given in favour of the LESSEE. Appropriate stamp duty & registration may be borne by the LESSEE.
5. The lease of the plot may at no point create any ownership rights in favour of the LESSEE and the ownership of the land may remain with the LESSOR.
7. The Leased land plot may not be transferred or conveyed to any other person(s) or otherwise dealt or disposed before the implementation of the project. However change in constitution as per the Allotment Rules may be considered for rising of finances before implementation but with prior permission from LESSOR. Any change in the constitution transfer of the lease concern/entity after the implementation can be with prior necessary approval to be obtained from the LESSOR, which may be considered subject to payment of process fee and also such terms and conditions as may be specified. However Authority shall consider transfer of plot on certain conditions as mentioned in Allotment, Cancellation, Transfer, Re-allotment & Surrender of industrial and commercial plots rules 2020 of GIEDA in Mekran Division
8. If the LESSEE commits breach of any conditions, the allotment of lease stands cancelled and the lease agreement will be terminated without any notice thereupon and will be treated as an encroacher and trespasser or liable for civil and criminal actions.

9. The LESSOR has right to cancel the lease allotment whenever, it was found that the land is not utilized by the LESSEE for the purpose for which it was allotted. Consequent upon cancellation, LESSOR has a right to allot the subject land for any needy entrepreneur.
10. The LESSEE may not directly or indirectly transfer, assign, sell, encumber or part with his interest in its business in leased land either in part or in whole in any manner whatsoever, or sublet, underlet or part with the possession of the leased land and buildings without obtaining prior written approval from LESSOR at any time during the lease period. It may be open to the LESSOR to grant or refuse approval or impose any conditions, if considered necessary and desirable.
11. The LESSEE should abide with the Allotment Rules of LESSOR and also abide to any other terms & conditions as communicated by the LESSOR from time to time. In case any question arises on any interpretation on the Allotment Rules, the decision of the LESSOR shall be final and binding on the LESSEE.
12. Only on the implementing the scheme by the LESSEE and going into commercial production as per the project envisaged in the allotted plot/shed/land, the lease deed will be executed and registered.
13. The LESSEE agrees and assures that he/she/they will not request for execution of lease deed until requirement of GIEDA Allotment Rules are implemented. The LESSEE expressly agrees upon intimation of its eligibility for lease deed by the LESSOR, to take the lease deed and take steps for registration of the same within one month of such intimation by the party of the LESSOR.
14. (a). The LESSEE shall hypothecate and/or charge or create other encumbrances and/or mortgage the assets created on the Said Land for the limited purpose of offering such assets as security in favour of the lenders for securing any amount and payable by it to such lenders which may be any banking company or a banking institution notified by the Federal Government.
(b) That the LESSEE undertakes to inform the LESSOR the details of finance(s) raised on the security of the property herein mentioned in the schedule from time to time till the loan(s) is/are repaid to the financial agencies.
(c). That the financial agency which finances to the LESSEE on the Security of the property herein mentioned in the schedule, may inform the LESSOR the details of finance(s) from time to time till the loan(s) is/are repaid by the LESSEE and also comply the terms & conditions of NOC, issued by the LESSOR on the request of the LESSEE and the Banker / Financing agency, above stated.
15. The LESSEE undertake and agree to pay the LESSOR proportionate to the property allotted to the LESSEE any further amount in case the LESSOR is finally obliged to pay any higher sum towards development charges and enhanced compensation towards the cost of acquisition of the land / enhancement in cost of the land. This will be without prejudice to the rights of the financing agency approved by the LESSOR as first mortgage; however, the financing agency should have complied with the terms & condition of allotment letter scrupulously.
16. The LESSEE shall pay the charges for various servicing and common facilities and also for up-keep and maintenance of roads, water supply, drainage, sewage disposal, street lighting and the like.
17. The LESSEE may pay charges/taxes for supply of water, electricity and other services to the administration or some other agency as the case may be and as determined later within stipulated time, failure in respect of which would entitle the services being disconnected.
18. The LESSEE may bear pay and discharge all existing and future amounts, duties, imposing and outgoing of whatsoever taxes imposed or charged upon the premises or upon the occupier in respect thereof from the date. That it is agreed and undertaken by the LESSEE as under
 - a. That the LESSEE may use the land for setting up of an industry for _____ within the stipulated period. The LESSEE agree that they may not put up any structure or building other than the factory building without the prior written consent of the LESSOR.

(b) The LESSEE expressly agrees and undertakes that the said land may be utilized exclusively for the purpose set-forth in the allotment proposal and that no change may be made without the written sanction of the LESSOR.

(c) The LESSEE may within (6) six months of being put in possession of the said plot/land commence construction of factory buildings after securing necessary clearances from the competent authorities, like building plan approvals, other permissions/clearances etc. The LESSEE may go into commercial production duly erecting machinery and obtaining regular power supply connection within into regular commercial production within 24 months for Micro, Small and Medium, 36 months for Large and 48 months for Mega Projects, duly erecting machinery and obtaining regular power supply connection, of being put in possession of the Leased plot/ land.

(d) That as and when the said plot/land/shed is no longer required by the LESSEE for the aforesaid purpose, the LESSEE may forthwith relinquish and restore the land in favour of the LESSOR, provided such surrender of the property by the LESSEE is made before cancellation of the allotment by the LESSOR for breach of any of the covenants of this agreement in the event of surrender, refund of the cost of the land/shed/plot paid by him may be made after making deductions of amount decided by a committee constituted by the M.D GIEDA:-

- (i) Amounts paid towards process fee, penalties and surcharges may not be refunded.
- (ii) Dues in respect of water charges will be deducted for the actual consumption as against the minimum rate as per Water supply.
- (iii) In case power supply was obtained by the LESSEE, no dues certificate and a certificate of dismantling the service meter issued by the WPADA/ GIEDA Authority should be submitted by the LESSEE.
- (iv) The LESSEE may also clear the property taxes to the concerned local bodies and certificate to this effect should be furnished.
- (v) However, in the event of cancellation/ resumption of the property allotted, the payments made by the LESSEE may remain forfeited towards use and occupation of the premises. However the LESSOR may at its option to consider refund of the amounts paid by the LESSEE towards the cost of the property subject to the above deductions.
- (vi) No interest will be paid to the LESSEE in this respect and penalties and surcharges etc., not refundable. If there are any buildings on the land other than shed/land, the LESSOR may at its option either refund the cost as assessed by it after the assessed cost is collected from the incoming party or otherwise direct the LESSEE to remove the buildings at their cost within such time as may be allowed by the LESSOR.
- (vii) No amounts will be refundable at the end of the period of lease and the ownership of the land/ plot may vest with the LESSOR. On termination/surrender/expiry of the lease period, whichever is earlier and the LESSEE may have no right or claim on the same.

(e) To keep the buildings and all additions there to and boundary walls thereof and the drains, soil and other pipes and sanitary and water apparatus thereof in good condition.

(f) Not to make or permit any alterations or additions to the approved building including digging any open wells/sinking a bore well or excavating sub-soil for any other purpose without obtaining the previous consent in writing of the LESSOR or cause any injury to the walls and fittings thereof.

(g) Not to permit any lease by auction upon the premises or suffer the premises to be used in such a way as to cause nuisance or annoyance or inconvenience to the occupiers of the said area.

(h) To permit the LESSOR or their agents or officers with or without workmen at all reasonable times to enter upon the premises to view the conditions thereof upon notice given by the LESSOR to effect repairs in accordance with such notice at the cost of the LESSEE.

(i) Not to transfer or change the ownership/constitution of the business relating to the unit without obtaining specific permission in writing of the LESSOR.

(j) To allow the LESSOR to recover the amounts in any way recoverable by it from the LESSEE as per law in force at the time without prejudice to the rights of the financing agency.

(k) That the LESSOR is competent to enforce the compliance with all the rules, regulations and the provisions of any other Act in force in respect of the working of the buildings as factory shed established and the company may be responsible for complying at their costs with all instructions issued from time to time in this regard.

(l) That the LESSEE or their persons engaged by them will have reasonable access to all common services and common facilities provided in the Industrial area and he/they may make good any loss due to misuse or damage caused to the properties of the LESSOR and such common services and facilities by persons engaged directly or indirectly in running the unit as may be decided by the LESSOR.

(m) That the ownership of the property may vest with the LESSOR at all times.

(n) Lease Deed will be issued by the LESSOR in favour of the LESSEE on payment of all the dues to the LESSOR with interest including penalties, maintenance charges, water charges, property taxes as stipulated from time to time by the LESSOR and after commencement of regular commercial production.

(o) That if the LESSEE commits breach of any of the covenants herein contained, the allotment stands cancelled and this Agreement may stand determined without any notice thereupon the LESSEE will be treated as an encroacher and a trespasser who will have no right whatsoever in the schedule property under these present and it may be lawful for the LESSOR to re-enter upon the said land and resume possession thereof and also of the buildings standing thereon, the transfer made in favour of the LESSEE under these presents may become null and void and all rights of the LESSEE in the schedule property under this Agreement and any building thereon may at once cease and determined and the LESSEE authorizes irrevocably the LESSOR to execute and register all or any such documents as may be required / essential for perfecting the cancellation.

(p) The LESSOR which is a local authority in respect of the Notified Industrial Areas has been collecting property tax, advertisement tax, granting building permits, permissions for installation of plant and machinery etc.

(q) That the LESSEE may abide by any other conditions as may be Imposed in course of time by the LESSOR provided always and it is expressly agreed.

19. All the cost and expenses of and incidental to the preparation, execution and registration of this agreement of lease may be paid by the LESSEE.

20. In all the matters of doubts concerning and in respect of this indenture the decision of the LESSOR may be final and binding on the LESSEE and any default by the LESSEE thereof may be deemed to be breach of the terms of this indenture.

21. IN WITNESS WHEREOF the seal of LESSOR and LESSEE, both hereunto be affixed respectively and indenture executed for and on behalf of LESSOR represented by the Director _____

Gwadar Industrial Estate Authority on behalf of M.D., GIEDA and LESSEE represented by its _____ M/s _____ here unto set the hand pm the day and year first above written. SCHEDULE ABOVE

For and on behalf of LESSOR

For and on behalf of LESSEE

Name

Name _____

Name _____

Seal

Seal

Witnesses

Witnesses

Section Officer (IV)

①