

**GOVERNMENT OF PAKISTAN
MINISTRY OF PORTS & SHIPPING**

**PORT QASIM AUTHORITY
PLANNING & DEVELOPMENT DIVISION**

**LAND ALLOTMENT POLICY
2000
AND
MODIFICATIONS IN 2005**

TABLE OF CONTENTS.

CHAPTER	HEADING	PAGE.
01.	Introduction.	01
02.	Definitions.	01
01.	Land Use Planning.	01
02.	Development of Infra-structure facilities.	02
03.	Term of Lease.	02
04.	Mode of Applying.	02
05.	Criteria / Eligibility.	02
06.	Procedure of allotment / Policy guide lines	03
07.	Long term leases for certain specific purposes.	05
08.	Temporary allotment.	11
09.	Way-leave Licence / Right of way (ROW) Lease.	13
10.	Procedure for transfer of plots.	17
11.	Allotment of Islands and off shore areas.	17
Annexure	- 01 : Form of Application.	18
Annexure	- 02 : Broad Terms & Conditions.	23
Annexure	- 03 : Miscellaneous fees and charges.	31
Annexure	- 04 : Agreement to Lease documents.	33
Annexure	- 05 : Indenture of Lease documents.	50
Annexure	- 06 : Licence Agreement documents.	69
Annexure	- 07 : Way-leaves / Right of Way (ROW) Lease Agreement documents.	74
Annexure	- 08 : Conditions of Tenders for the plot.	80
Annexure	- 09 : Tender Form.	83
Annexure	- 10 : Public Notice.	86
Annexure	- 11 : Indemnity Bond from Seller / Transferor.	87
Annexure	- 12 : Indemnity Bond from Purchaser / Transferee.	88
Annexure	- 13 : Transfer Letter.	89
Annexure	- 14 : Modifications 2005.	91

LAND ALLOTMENT POLICY

1. INTRODUCTION.

Port Qasim is by concept an integrated Industrial cum Commercial Port established in 1973 under the PQA Act XLIII of 1973, with the objective to develop a second sea port at KARACHI. For the purpose PQA had purchased about 12000 acres of land above high water mark from Sindh Government in 1974. Initial planning was done by Engineering Company (Canadian Consultants) with association of NES Pak. during the year 1980 for establishment of Port Orelated industries by entrepreneurs. The Land is divided in 03 (three) Zones:

Port Operation Zone & South Western

Industrial Zone	1000 acres
North Western Industrial Zone	2700 acres
Eastern Industrial Zone	8300 acres

The rules, regulations, conditions, forms, documents etc. relating to disposal / renting / leasing of PQA land have been framed for the convenience of entrepreneurs and document is titled "PQA's Land Allotment Policy - 2000".

2. DEFINITIONS.

- (a) **"Act"** means the Port Qasim Authority Act, 1973.
- (b) **"Board"** means the Board of Members of the Port Qasim Authority as constituted under PQA Act, 1973.
- (c) **"Chairman"** means the Chairman of Authority.
- (d) **"Authority"** means Port Qasim Authority or the Board, or the Chairman.
- (e) **"Authorised Officer"** means an Officer of the PQA, who is authorised, under the orders of the Board or the Chairman, to control, manage, administer and deal with PQA Estates and to exercise certain powers relating thereto, delegated or otherwise.
- (f) **"Port"** means the Muhammad Bin Qasim Port.
- (g) **"Premises or Property"** means any unit / plot of land, building, Warehouses or part of land, building or Warehouses.

3. LAND USE PLANNING.

The industrial estate of Port Qasim has been planned for development and establishment of different nature of projects. Accordingly, it has been divided into different categories comprising Light Industry, Heavy industry, Ware Housing, C.F.S, Commercial, LPG, Edible Oil/Molasses, Chemical and Oil Installation etc..

4. DEVELOPMENT OF INFRA-STRUCTURE FACILITIES.

Port Qasim is committed to provide infra-structure facilities in the respective zones against the payment of Peripheral Development Charges (PDCS). The payment so received from various entrepreneurs are utilized for development of following infra-structure facilities:

- ❖ Access Road.
- ❖ Potable Water Supply.
- ❖ Sewerage.
- ❖ Storm Water Drain.
- ❖ Electricity (Back-up area & Commercial area only)

5. TERM OF LEASE.

Plots shall be allotted on lease basis. The period of lease for different categories of allotment shall be as follows:

- | | |
|-----------------------------|-----------|
| ❖ Industrial land | 50 years |
| ❖ C.F.S/Warehouse | 50 years |
| ❖ Commercial Area | 50 years |
| ❖ Back-up Area | 30 years |
| ❖ Edible Oil/Molasses | 30 years |
| ❖ Temporary land on licence | 11 months |

6. MODE OF APPLYING.

Port Qasim has immense potential for private sector investment, local as well as foreign. The investors at the time of application are required to submit a copy of their projects feasibility study in addition to completing requirements as per check list. This study besides other items should include project description, site lay out plan with proper justification for land requirements and project cost estimates. The investors are also required to provide the proposed financing arrangement to meet the project implementation requirements.

7. CRITERIA / ELIGIBILITY.

The eligibility for allotment of land is as under:-

- (i) Applicants shall submit a Bank Draft/Pay Order amounting to 25% of total PDCS alongwith application form as per **Annexure-1** (for Edible Oil/Molasses area equivalent to 25% of one year annual land rent) and supporting documents as per check list for allotment of land. In case of Government and Semi Government departments being sister concern/public limited companies, cheques of above amount can be accepted. Application must be signed by duly Authorised person.

(ii) **CHECK LIST.**

- a. Prescribed application form duly filled as per **Annexure –1.**
- b. Attested Copy(s) of NIC (from local only). Copy of passport in case of foreigners.
- c. Previous experience of Trade for which plot is required.
- d. Copy of Income Tax returns for preceding 03 years.
- e. Bank Certification regarding financial stability.
- f. Articles of Association/Partnership Deed (if applicable).
- g. Any other supporting documents establishing financial credibility.
- h. Acceptance of broad terms and conditions for allotment as per **Annexure – 2.**
- i. Feasibility Report.
- j. In case of foreigners, company should be registered in the country.

8. **PROCEDURE OF ALLOTMENT AND POLICY GUIDE LINES.**

- (i) On receipt of expression of interest from investors PQA shall issue following documents to prospective applicants:-
 - a. **Form of Application.**
 - b. **Broad Terms and Conditions.**
 - c. **Rates and Charges.**
 - d. **Copy of check list.**
- (ii) On receipt of the documents duly completed from the investor as described in (i) above alongwith 25% down payment of the total cost of PDCs/Annual land rent in Molasses and Edible Oil area in the form of Bank Draft/Pay order in favour of Port Qasim Authority, PQA (Industrial Management Department) shall process the case for consideration of allotment by PQA Board.
- (iii) On approval by PQA Board, PQA shall issue provisional letter of allotment indicating plot number to those applicants whose cases are approved. Refund of deposited amount to unsuccessful applicant shall be made within 07 days of receiving the decision of the PQA Board.
- (iv) Within 30 (thirty) days of issue of provisional letter of allotment, the applicant has to deposit next installment for a sum equivalent to 25% of PDCS / one year Annual Land Rent. PQA shall then issue a final letter of allotment. Within 120 days of issuance of letter of allotment, the applicant shall deposit remaining 50% of PDCS / one year Annual Land Rent.
- (v) In case of delay in payment of Peripheral Development Charges as per above schedule and other charges, PQA shall charge penalty on the amount payable at the rate of 5% (five percent) per annum compounded above treasury bill rates.

- (vi) A letter advising allottee to take over possession of allocated plot shall be issued within 15 days after all PQA dues have been cleared within the prescribed time. However, in case of default in payment of dues and other terms / conditions, the cancellation of allotment will be made as per clause laid down in the broad terms / conditions at **Annexure - 2**.
- (vii) The allottee shall be required to take over possession of allocated plot within 30 days. Otherwise late possession fee at the rate (15% PDCs compounded yearly) shall be charged by PQA.
- (viii) Subsequently “Agreement to Lease” shall be executed within 90 days from the taking over possession and “Indenture of Lease” shall thereafter be executed as per standard documents of PQA. ("**Agreement to Lease**" at **Annexure – 4** and "**Indenture of Lease**" at **Annexure – 5**).
- (ix) The investors, willing to pay Peripheral Development Charges (PDCs) and other land revenue in foreign currency, shall be given preference for allotment of land in the Industrial zone.
- (x) Henceforth all commercial plots in Port Operation Zone and commercial areas shall be allotted through public auction through publicly advertisement. However, the minimum reserve price shall not be less than PDCS prevailing at the time of auction. Industrial and Ware house plots as well as plots other than commercial shall be allotted on first come first serve basis.
- (xi) All buildings and structures for offices blocks in Port Qasim Industrial / Ware houses / others areas shall not exceed ground plus two floor. However, in Commercial area the maximum limit of floors shall be ground plus twelve For each floor beyond the limit of ground plus two floors in commercial area, additional 33% (thirty three percent) each of annual land rent and maintenance charges shall be payable by the allottee per annum, if allowed by the Authority. The above additional charges shall commence after one year from the date of completion of the Project.
- (xii) The time shall be essence of the project Implementation. The investor shall be required to start physical execution of the project on handing over the possession after at least provision of road and potable water supply as per following schedule:
- From 01 acre to 100 acres to start the project within five years.
 - Above 100 acres and above to start the project within ten years.
 - The above scheduling will be applicable on previous and new allotments.
 - In case of default N.U.F at 10% of PDCS for every year shall be charged.
- (xiii) The temporary allotments are made on 11 months license basis against payment of 11 months rent in advance. The allottees are required to enter into standard “License Agreement”.

- (xiv) The annual land rent for water front areas shall be three times of the normal annual land rent of Industrial category.
- (xv) For Wayleaves / Right of Way (ROW) no development and maintenance charges are recovered. Only annual land rent of the respective areas is charged.
- (xvi) The documents of “**License Agreement**”, “**Right of way Agreement**”, “**Agreement to Lease**” and “**Indenture of Lease**” are standard and not to be changed on case to case basis.
- (xvii) The rates and charges as set out are subject to revision from time to time by Board of Port Qasim Authority. The Board under section 67 of PQA Act is empowered for such revision of prevailing rates etc..
- (xviii) The land is allotted on as is and where is basis. Leveling, filling, grading and reclamation etc. is to be carried out by the allottees themselves at their own cost and expenses.

9. LONG TERM LEASE FOR CERTAIN SPECIFIC PURPOSES.

Long Term Leases of plots like Commercial, Weigh Bridge, Restaurant, Petrol Pumps will be allotted by (a) inviting tenders or (b) by auction on the the basis of Peripheral Development Charges, Annual Rental and Maintenance Charges, whenever area will be available. Lease will be executed within 03 months from the date of issue of Provisional Letter of Allotment (LOA).

The procedure to be adopted in respect of long-term leases is detailed hereafter.

(A) INVITATION OF TENDER.

Press Notice to be issued inviting Tender.

- (i) While inviting Tenders reserve price rate will be determined as laid down by the PQA Board, also any other relevant decision of the Board in that regard. Tender Notice will be published in newspapers through the Public Relations, Section (Secretariat) under intimation to the Industrial Management Department. A convenient date shall be fixed for opening of tenders. The set of Tender documents i.e. Tender Form, Conditions of Tender, form of “Agreement to Lease” and “Indenture of Lease” etc. alongwith plan of the plot will be prepared as per **Annexures at 4, 5, 8, 9** respectively, as the case may be, with such modifications as are necessary and prescribed as are considered necessary and prescribed by the Board, from time to time, to suit the nature of letting, and will be kept ready for sale simultaneously with the issue of tender notice in the Press. Arrangement shall be made by the Manager Estate to afford facilities to the prospective tenderers or interested parties to inspect the site, if they so desire.

Demarcation of plots.

Demarcation requirements in respect of the plots shall be completed by the Survey Section of Industrial Management Department, before the issue of Tender Notice. The price of the Tender documents shall be fixed by the Authorised Officer and every Tenderer shall deposit the price so fixed in the PQA account in the Authorised Bank, through a Challan for purchasing the Tender Documents.

Architects, Attorneys, Brokers and other persons authorised to act as agents of the prospective tenderers shall be bound to disclose the full name and status etc. of their clients or principals and shall furnish such information and documents as may be required by the Authorised Officer, such as certified copy of Memorandum/Articles of Association, Partnership Deeds, etc. etc. as also a letter of authority to act as agent.

Earnest / Security Money.

- (ii) Every Tenderer shall have to deposit the prescribed Earnest/ Security Money in the manner and according to the policy of the Board, from time to time, in PQA Account by a Pay Order with the Tender and obtain a receipt thereof. The Earnest/Security Money will be a guarantee for genuineness of the tender. Challan Receipt number with date shall be quoted in the appropriate column of the Tender Form.

Deposit of Tenders.

- (iii) Tender in sealed covers shall be addressed to the Manager Estate and placed in a locked and sealed box kept at his office on the date of opening of tenders. The Seal and the key of the lock shall remain in the custody of the Manager Estate or any other Officer as directed by him.

Delivery of Tenders.

- (iv) Such tenderers as may wish to place their tenders in the sealed and locked box shall, before placing their tenders in the box, show the receipted Challan issued by the Authorised Bank, in token of having received the Earnest/Security Money to Authorised Officer, who shall endorse the sealed Cover before the deposit of the same in the Tender Box. In case the tender is sent by post, photocopy of receipted Challan issued by the Authorised Bank must be enclosed with the Tender and the fact of depositing the Earnest/Security mentioned on the cover.

Disqualification of Tender Form.

- (v) No Tender shall be considered as genuine and valid without payment of Earnest / Security Deposit. No addition, alteration, erasion, over-writing or interpolation shall be made by the tenderers in any of the tender documents. The rate offered shall be entered in figures as well as words. Any erasure, alteration, unauthenticated correction and/or over writing shall render the tender liable to out-right rejection. Convassing shall result in the tender being rejected.

Opening of Tenders.

- (vi) The Authorised Officer or such officers as deputed by him shall open the tenders on the date and time fixed for the purpose before such tenderers as may wish to be present.

Submission of Tender.

- (vii) The Authorised Officer and Manager Accounts or their representatives shall initial the tenders and enclosures thereto. All tenders shall be numbered in a manner so as to show the order of their opening and the total number of tender received as numbered and the total number of tenders received as numerator and denominator respectively in the manner of a fraction e.g. if fifteen tenders are received, the tender opened first shall be numbered as 1/15 and so on.

Scrutiny of Tenders.

- (viii) Tenders will then be scrutinised by the concerned department / Committee and the acceptance of one or more of them shall be recommended to the Competent Authority for final orders. The Competent Authority shall have the right to reject or accord acceptance to any tender without assigning any reason.

Submission of documents by the Tenderers.

- (ix) The successful tenderers will have to furnish the following information and documents before the allotment is finalized in their name:
 - (a) In case an individual desires allotment in his personal name, he shall have to disclose the name of his two Bankers and furnish certificates from them about his financial stability. He shall have to give his NTN with the proof of tax payment and details of his assets, specially immoveable properties, as also business and residential addresses, names of legal heirs and such other information and documents as may be asked for.
 - (b) In case of a Sole Proprietorship firm, the name of the Sole Proprietor, his place of business and residential address, as well as name of his Bankers and also details of Proprietor's assets, specially immoveable properties, declaration of being a Sole Proprietor through an Affidavit, Search Certificate, NTN with the proof of tax payment, Certificate of Registration of firm and such other formation and documents as may be considered necessary.
 - (c) In case it is a Partnership firm, the names of all the partners, their residential addresses, places of business, and a certified copy of the upto date Partnership Deed, alongwith a photostat copy of the Certificate of Registration, the names of Bankers of the firm and details of assets of the partners, specially immoveable properties and also Search Certificate, NTN with the proof of tax payment and such other information and documents as may be considered necessary.

- (d) In case it is a Public or Private Limited Company, a complete and upto date list of all Directors of the Company, and the name of the Chief Executive, together with their residential and business addresses and an upto date printed certified copy of the Memorandum and Articles of Association of the company alongwith a photostat copy of the Certificate of Incorporation, a copy of the last return filed in the Office of Registrar, Joint Stock Companies, the name of their Bankers and detail of Company's assets specially immoveable properties. A copy of the Resolution of the Board of Directors authorising a competent representative to sign papers and documents on behalf of the Company and also such other documents and information as may be asked for will also have to be furnished.

Payment of Security PDCs etc.

- (x) On receipt of sanction of the Competent Authority the Successful tenderers shall be asked to deposit, within the time specified in the demand notice.
 - (a) An amount equivalent to 25% computed on the basis of Tendered rate. The Earnest Money earlier paid by the successful tenderers along with their tenders will be refunded to them without interest, after they have deposited the amount 25% amount as above.
 - (b) Such amount towards Preparation Charges of the Agreement as may be fixed by the Board from time to time.
- (xi) Should any Tenderer fail to make necessary payments within the prescribed period or should back out after the acceptance of his tender, or should be failed to take a Lease for the specified period, he shall forfeit his Security deposit to the Board, and the sanction for acceptance of tender shall be withdrawn.

Re-inviting of Tenders.

- (xii) If none of the offers made by the tenderers is considered reasonable by the Competent Authority, all the tenders will be discharged and fresh tenders may be invited at the absolute discretion and convenience of the Competent Authority.

Refund of Security / Earnest Money.

- (xiii) Earnest/Security Money paid by the unsuccessful Tenderers shall be refunded to them without interest, when such refund may be due according to rules.

(B) AUCTION.

Issue of Notice.

- (i) Notice of Auction will be published in the daily newspapers, through the Public Relations Section (Secretariat) under intimation to the Dy. General Manager (I.M).
- (ii) Publicity may also be given by means of posters, hand bills and other suitable methods.
- (iii) Arrangements shall be made by the concerned official to afford facilities to the prospective bidders to inspect the site. Demarcation and any other requirements in respect of the plots shall be completed by the Survey Section of Industrial Management Department sufficiently in advance of holding of the Auction.

Presiding over the Auction.

- (iv) The Officer designate shall preside over the Auction, which shall be conducted by the Industrial Management Department.

Attorneys to disclose names of their principals.

- (v) Architects, attorneys, brokers and other persons authorised to act agents to bid, on behalf of their clients or principals, shall be bound to disclose the full name and status of their clients or principals and shall furnish such information and documents as may be required under orders of the competent authority.

Exhibition of Auction conditions etc.

- (vi) Conditions of Auction and location of site / plot etc. shall be exhibited in English and Urdu and in such other Vernacular languages as may be considered necessary, at conspicuous places at the site of auction and also distributed at site to enable the bidders to read and understand the contents thereof. Arrangement for printing of documents, posters, etc. shall be made through Public Relations Sections (Secretariat).

Inspection of Documents.

- (vii) The “Agreement to Lease” and the “Indenture to Lease” together with the Conditions of Auction, location of site/plot etc. will be available for inspection at the Industrial Management Department free of charges and will also be made available for sale at the said office against such cost as may be fixed from time to time.
- (viii) The lease of land by auction shall be on PDCs basis and the bidding shall be for the PDCs per sq.meter/per acre of land. The annual land rent and maintenance charges per square meter per annum shall be as fixed by the Board.

Re-inviting the bids.

- (ix) The Successful Bidder shall on the spot arrange 25% of the PDCS money for the plot, calculated at the rate of bid made by him and make payments through Pay Order of equivalent amount. If the payment specified above is not made on the spot through Pay Order by the successful bidder the leasehold rights of the land shall be put to auction again at his risk and cost at the convenience of the Competent Authority and he shall be liable to make good the deficiency, if any, between the PDCS of the plot calculated at rate of his and the subsequent bid. If the Pay Order remitted/submitted by the successful bidder is dis-honoured the plot shall be put to auction again at his risk and cost and he shall be similarly liable to make good the deficiency, if any each subsequent auction shall be held at the convenience of the Competent Authority and at the risk and cost of the last successful bidder whose default necessitated it.

Statement of Deposit to be Prepared.

- (x) Statement of deposits made by the successful bidders at the spot and shall be arranged within two days of Auction. The concerned official shall submit the case to the PQA Board for obtaining approvals of the Authority for the acceptance of the bids.

Refund of Deposit.

- (xi) If any bid is not accepted by the Competent Authority the deposits made by the bidder shall be refunded to him without interest. The decision of the Authority shall be binding and not liable to be challenged.
- (xii) The successful bidders will have to furnish the same information and documents as prescribed at (a, b, c, d of ix) before the allotment is finalized in their name.

Payment of Balance money by successful bidder.

- (xiii) After the Competent Authority has accepted the Bids, the successful bidders shall be asked to pay within a specified period:
- (a) The balance amount of 75% of the PDCS, plus one year's annual land rent at the specified rate within one month from the date of issue of provisional Letter of Allotment and.
- (b) The preparation charge of the Agreement.

Forfeiture of deposit.

- (xiv) Should any successful bidder fail to make payment as specified above within the time laid down for the purpose, or within extended time as may be allowed, he shall forfeit to the PQA the PDCs amount of 25% deposited by him at the time of auction.

Re-auction of plot.

- (xv) The plot in question shall thereafter be put to auction again at the risk and cost of the defaulting bidder. This process shall be repeated until such time the plot is leased out at the convenience of the Competent Authority. Each subsequent auctions shall be held at the risk and cost of the last successful bidder whose default necessitated it.

10. TEMPORARY ALLOTMENTS.

Scrutiny of application.

- (i) The Board has laid down a policy for making temporary allotments. Whenever any piece of land in Port Area is available for allotment on temporary basis. The allotment will generally be made on “first come first served” basis. In case of Temporary allotment no pacca construction of any type or building will be allowed to be put up. Generally permission for open storage will be granted. However, in special case, the competent Authority or Authorised Officer relax this condition.
- (ii) On receipt of an application for allotment of land for temporary occupation the concerned official may, if he deems appropriate, ascertain by reference to concerned Departments of the PQA mentioning the particular issue, as necessary, whether there is any technical/administrative objection from that Department’s point of view to such allotment.

Offer to be made on certain terms.

- (iii) There is no objection to the allotment of land on temporary basis the terms and conditions of Temporary occupation shall be offered to the applicant for acceptance. Security Deposit in advance equal to eleven months licence fee payable for the area intended to be allotted in accordance with the Schedule of rate approved by the Board shall also be demanded.

Delivery of possession.

- (iv) On receipt of the Security Deposit, as decided from time to time, as also on acceptance of the terms offered, the Authorised Officer may allot the land as per Licence Agreement form at **Annexure - 6** and direct the concerned Officials to hand over possession of the land to the allottee and obtain a proper receipt.

Department to ensure observance of terms of Occupancy.

- (v) It shall be the duty of the concerned Officials to ensure that the allottee observes the terms and conditions of allotment and that he does not misuse the allotted area or encroaches upon Authority’s land beyond the allotted area and that he vacates the land on due date in clean order and conditions.

Terms and Conditions of allotment.

- (vi) The following may be the broad terms and conditions governing casual occupation:

Licence Fee.

- (a) The allottee shall pay in advance an amount equal to 11 months, Licence fee at the applicable rate as Security Deposit for faithful performance of the terms and conditions of allotment.

Nature of Tenancy.

- (b) The allotment shall be purely temporary and will not exceed 11 months time at a stretch. The allotment shall be subject to a week's Notice of vacation on either side.

Purpose to be adhered to.

- (c) The land shall be used only for the purpose for which it has been allotted, in such a manner as may not become a source of danger, nuisance, damage, annoyance or disturbance to the Port Authority Administration or its other tenants or occupiers of any adjoining property or the general public, and for this the Authorised Officer shall be the sole judge.

Vacation of Land.

- (d) The allottee shall, if so required, vacate the land earlier on a notice and hand over possession thereof peacefully in a clean order and satisfactory condition to an official duly authorised in this behalf.

Default may result in Monetary consideration, Summary Ejectment.

Should the allottee fail to quit or hand over possession of the land he shall be ejected with such force as may be required for the purpose and the Board may dispose of, free from all claims and encumbrances, in any way as deemed fit, all property found upon the land and have the land put into clean and good order and condition at the cost of the allottee who shall on demand pay all expenses incurred in so doing. The expenses so incurred shall be recoverable from the Sale Proceedings of any property found upon the land or through process of Law as may be found feasible in case of default in payment.

Port Not obliged to give Alternative Site.

- (e) The Board shall be under no obligation to provide any alternate land in the event of notice of vacation being given to the allottee.

No Construction Allowed.

- (f) No construction of any kind shall be allowed to be put up on the allotted land. The Board and/or the Authorised Officer may in their absolute discretion relax this condition in special circumstances.

Advertisement etc. without permission prohibited.

- (g) The Allottee shall not at any time during the currency of the allotment affix sign board, neon-sign or any advertisement, painted or otherwise, on the land except with the permission in writing of the Authorised Officer first obtained on such terms and conditions as the Authorised Officer may like to impose as per rules in force.

No accretion or diminution in area.

- (h) No accretion or diminution in area, once allotted, shall be offered by the allottee without prior approval of the Authorised Officer. The measurements taken by the concerned officials of the Port Qasim Authority shall be treated as final and indisputable.
- (i) Ownership of the land shall continue to be with the Port.

Damages for Encroachments.

- (j) Damages for Encroachments will be recovered as decided by the Competent Authority.

Penalty for Breach of Condition.

- (k) If the allottee commits breach of any one or more of the conditions of allotment the Authorised Officer may cancel the allotment and / or take such other appropriate action as he may deem fit in the circumstances of the case.

Period of Occupation may be extended by the Authorised Officer.

- (l) On an application being made by the allottee, the Authorised Officer may extend the period of allotment, at his discretion, on the terms and conditions mentioned herebefore, subject to such additional terms and conditions as may then be considered necessary to be imposed, having regard to the requirement of each individual case, but the licence fee shall be in accordance with the approved Rental Schedule.

11. **WAY-LEAVE LICENCES / RIGHT OF WAY (R.O.W) LEASE.**

(i) **Way-Leave / Right of Way for Cables, Drains Services.**

On an application made by a party, the Board or Chairman or D.G(P&D) may grant a Wayleaves Licence or Right of Way (R.O.W) Lease, for the purpose of laying overhead or underground transmission lines or cables, pipelines, or for construction of drain, hereinafter termed as Services. A Wayleave Licence or Right of Way lease shall be executed in Industrial Management format at **Annexure - 7** to which, as and if necessary, shall be added any further clause, in view of the special nature of the case to govern the grant of the Wayleaves Licence or the Right of Waylease.

(ii) **Application to be made alongwith proper sketch.**

Requests for Way-leave / Right of Way shall be submitted alongwith sketch or sketches showing the allignment and the manner of laying of cables, pipelines, drains roads or transmission lines, etc.

(iii) **Scrutiny of Application.**

A copy of the application requesting for Wayleave/Right of Way, alongwith the sketch, if any, shall be sent by the concerned official, pinpointing the specific issues, to such Department of the Port whose views are considered necessary to be obtained before the request is acceded to.

(iv) **Rejection of request.**

If on receipt of remarks of the concerned departments the concerned official is of the opinion that a "Wayleave"/Right of Way can not be granted, he shall inform the applicant accordingly.

(v) **Offer of terms / conditions.**

If the concerned official feels that a Wayleave / Right of Way can be given to the applicant he may put up the case for sanction of the competent authority, laying down the terms and conditions of the Wayleave / Right of Way. Such clauses, as may be considered necessary in the special circumstances of the case, may also be incorporated in the terms and conditions of the Wayleave / Right of Way.

(vi) **Preparation of charges for Way-leaves/Right of Way.**

On receipt of the sanction of the Competent Authority the applicant shall be asked to accept the terms and conditions, to execute the Wayleave / R.O.W for which purpose he shall also pay such Security Money and / or furnish such Guarantee etc. as may be decided by the Board/Chairman in view of the particular nature of the case.

(vii) **Mode of executions and registration of Way-leaves/Right of Way.**

Rules laid down in this Chapter shall, mutatis mutandis, apply to the execution and registration of the Wayleaves/Right of Way. A Schedule alongwith a sketch showing the allignment of the service in question shall be attached to the Wayleave Licence / R.O.W. On execution of the Wayleave Licence / R.O.W the applicant shall be treated as a "Licencee / Lessee" for the purpose of these rules.

(viii) **Way-leaves/Right of way fee and charges.**

The "Way-leaves"/Right of Way fee and charges shall be levied at such rates as may be fixed by the Board from time to time.

(ix) **Default in the performance of covenants of Wayleaves /Right of Way.**

Should the Licencee / Lessee at any time default in payment of the fee or fail to comply with any one or more of the conditions of the Wayleaves/Right of Way Licence, the Authorised Officer shall be entitled to put an end to the Licence and ask the Licencee to remove the overhead or underground transmission lines, cables, pipes, drains or roads within a prescribed period. Should the Licencee / Lessee fail to remove the pipe lines, cable drains, etc. as aforesaid the same shall vest in and become the absolute property of the Port and the Licencee / Lessee shall have no right to claim any compensation thereof.

(x) **Position of cables, pipelines, drains not to be altered without permission.**

The Licencee / Lessee shall not alter the position of the overhead or underground transmission lines or cables, pipelines, drains or roads, without the permission in writing of the Authorised Officer. Further if required by the Authorised Officer supply plans showing clearly the proposed changes in the position thereof, which after approval shall be kept with the Wayleaves Licence / R.O.W Lease already executed. Should a supplemental Wayleaves/Right of Way be considered necessary the same shall be executed and registered at the expense of the Licencee / Lessee.

(xi) **Cables, Pipe lines, Drains or Roads to be removed if land is required for Port Purpose.**

Should the land on or under which the cables, transmission lines, pipes, drains or roads are laid be required for the expansion or development of the Port, or for any other reason or purpose whatsoever, the transmission lines, cables, pipes, drains or roads shall be removed, or altered, where possible, as directed by the Authorised Officer at the expense of the Licencee / Lessee within such time as may be fixed by the Authorised Officer.

(xii) **Authority to be Indemnified against any loss or damage.**

The Licencee / Lessee shall at all time keep the Authority harmless and indemnified against any claim and make full compensation for any loss or damage to any person or property caused by the laying, realigning or removing of the transmission lines, cables, pipes, drains or roads, or caused by any act or omission on the part of the Licensee or his servants, contractors, workmen, or others in his employ, under or in pursuance of the Wayleave Licence / Right of Way Agreement.

(xiii) **Licensee / Lessee to Effect repairs.**

The Licensee / Lessee shall at his own cost carry out all laying, repair, relaying and/or removal of the service to the satisfaction of the Engineers of the Port or as may be required by any other Officer of the Port authorised by the Board in that behalf.

(xiv) Default in doing any act or works.

In the event of Licensee failing to do any act or carry out any work in accordance with the terms of the Wayleave Licence/Right of Way Agreement, the Authority shall, without prejudice to any other rights under the Wayleave Licence/Right of Way Agreement, do such acts or carry out such works, after giving due notice to the Licensee, as may be considered necessary, and the Licensee / Lessee shall pay to the Port on demand all costs and expenses whatsoever incurred.

(xv) Charge, Valuable consideration or Cancellation of Wayleaves/Right of Way for covenants.

In the event of a Licensee / Lessee failing to observe or perform any one or more of the terms of the Wayleave License/Right of Way Agreement the Competent Authority may, at their right of canceling or revoking the Wayleave Licence/Right of Way Agreement, without payment of any compensation, realise from the Licensee / Lessee such valuable consideration, as may be deemed reasonable, until such time as the breach is remedied by the Licensee or regularised by the Authority.

(xvi) Cables, pipelines, drains to be removed on termination of Licence / Lease.

In the event of the Wayleave Licence / Right of Way Agreement terminating by effluxion of time or coming to an end for any reason other than for default of the Wayleave Licence / Right of Way Agreement the Licensee / Lessee shall remove the cables, pipelines, drains, transmission lines or roads and their appurtenances within 30 days of such termination of the Wayleave Licence / Right of Way Agreement or with extended time as the Authority may in their discretion grant, on payment of such fee or charges as may be fixed. Should the Licensee / Lessee fail to remove the works carried out under the Wayleave Licence / Right of Way Agreement as aforesaid, the cables, transmission lines, pipelines, drains or roads, and their appurtenances shall vest in and become the absolute property of the Port free from any claim or encumbrances whatsoever and the Authority shall dispose them off in any manner deemed fit.

(xvii) Period of terms of Way-leaves/Right of Way to be decided by the Board.

The Way-leave Licence and Right of Way lease shall be for eleven months and 50 years respectively and shall be terminable at such notice on either side. The Way-leave Licence/Right of way lease may, however, be extended for such period and on such license fee/land rent and terms and conditions as the Authority may decide in the circumstance of each case.

12. PROCEDURE FOR TRANSFER OF PLOTS.

Procedure for transfer of the leased holds rights of the plot/land, the following formalities to be completed for the purpose.

- (a) Application for transfer from purchaser.
- (b) Consent from allottee (seller).
- (c) Copies of Public Notices Published in three dailies / newspapers i.e.English, Urdu and Sindhi for notifying (as per **Annexure-10**)
- (d) Indemnity Bond from Seller / Transferor (as per **Annexure-11**).
- (e) Indemnity Bond from Purchaser/Transferee (as per **Annexure-12**).
- (f) Copy of Sale Agreement.
- (g) Attested copy of Original allotment letter.
- (h) Transfer fee at Prescribed rates fixed from time to time (as per **Annexure - 3**).
- (i) Dues Clearance.

23

On the receipt of the documents duly completed from the parties concerned / transferor as described above, the same will be scrutinized by I.M. Department. If found correct, the original allottee shall be called to give his statement and record specimen signature before the Dy. Manager (Estate) of I.M. Department and thereafter recommendations shall be sent to the Authorised Officer for approval.

13. ALLOTMENT OF ISLANDS AND OFF SHORE AREAS.

Port Qasim offers unique opportunity to investors intending to acquire the off shore areas / Islands in its jurisdictions on lease. Port Qasim has no fixed rates for leasing out land and recovery of other rental from entrepreneurs proposing to acquire Port Islands for their ventures. All such cases are to be finalized on mutually agreed terms and conditions between PQA and entrepreneurs.

Appendices.

Main terms & conditions of the lease agreement governing the covenant between PQA and investor as well as details of payable charges and license & lease documents are given in Annexures to this report. Rates and charges pertaining to plot conversion, drawing approvals and other formalities have been updated from 1990 level and are applicable with immediate effect.

**PORT QASIM AUTHORITY
KARACHI**

**APPLICATION FOR ALLOTMENT OF LAND IN
PORT QASIM AUTHORITY**

1. Particulars of Sponsor(s) / Investor(s).

- 1.1 Name(s) and Address of Director / Partners _____

- 1.2 Nationality _____
- 1.3 Present business _____
- 1.4 Sponsor's position in the present business. _____

2. Particulars of the proposed industry.

- 2.1 Type of industry _____
- 2.2 Nature of project _____
- 2.3 Type of organization (Tick where applicable) _____

Public Limited

Private Limited

Partnership

Sole Proprietorship

Enclose certified copies of articles & memorandum of association/deed of partnership etc.

- 2.4 Description of project (including products, manufacturing process, process layout, service, marketing arrangement etc.) (Please attach separate sheet).

2.5. Cost of Project	<u>Amount in million rupees.</u>			
Contributed by Foreign Participants	Non-resident Pakistani participants share		Resident Pakistani participants share	Total
(a)	(b)		(c)	(a+b+c)
	(a)	(b)	(c)	(d)
Capital Cost	_____	_____	_____	_____
Working Capital	_____	_____	_____	_____
Total :	_____	_____	_____	_____

2.6 Capital Structure:	<u>Amount in million rupees.</u>
- Authorised share capital	_____.
- Paid-up share capital	_____.
- Long-term loans	_____.

2.7 Approx. break-up of cost:	<u>Amount in million rupees.</u>
Capital cost - Cost of construction	_____.
(fixed assets) - Cost of plant & machinery	_____.
- Others	_____.
Total:	_____.

3. Infra-structure requirements.

3.1 Land in square meters	_____.
3.2 Location	_____.
3.3 Total covered area proposed	_____.

4. Utilities requirements.

4.1 <u>Electricity:</u> requirement in K.W. If in phases. Please indicate.	_____.
4.2. Water: (gallons per day) If in phases. Please indicate.	_____.
4.2 Indicate MMCFD of natural gas supply connection. If required. in case the requirement is in phases also indicate.	_____.

Contd....P/ 3.

5. Other services.

- 5.1 Telephone _____
- 5.2 Telex _____
- 5.3 Any other (Please specify) _____

**6. Time schedule for commencement of activities
From date of allocation of site.**

- Month
- 6.1 Site development _____
- 6.2 Construction of factory buildings. _____
- 6.3 Installation of machinery _____
- 6.4 Trial production _____
- 6.5 Commercial production _____

7. Man Power requirements (at full production)

- | | Total | Pakistani | Non-Pakistani |
|--------------------|-------|-----------|---------------|
| 7.1 Number | _____ | _____ | _____ |
| 7.2 Monthly salary | _____ | _____ | _____ |

8. Miscellaneous information.

- 8.1 Has government permission, if necessary, been obtained? (Attach Photostat copy). _____
- 8.2 Income tax paid, in the preceding year, assessed & the number of employees (attach copies GIR/national tax No. _____)
- 8.3 How may shifts of labour are intended? _____
- 8.4 What is the total connected H.P of all the plants proposed to be set-up? _____
- 8.5 Estimated quantity of liquid/gaseous/solid Industrial effluent for disposal for 24 hours. _____
- 8.6 In this effluent suitable for agricultural Irrigation or any other purpose. _____
- a) Without treatment _____
- b) With treatment _____
- 8.7 Is this effluent harmful/dangerous to health? _____

Contd....P/ 4.

- 8.8 Protective measures proposed to be taken to reduce/eliminate such hazard to health and neighbouring area. _____.
- 8.9 Will there be any storage or processing of inflammable/explosive materials (attach copies of government approval / licenses) ? _____.
- 8.10 Is there any requirement of large or long trailers involved in such movement of goods/materials ? _____.
- 8.11 Do you require railway siding ? _____.
- 8.12 If so, about how many wagons per week will be handled ? _____.
- 8.13 Indicate land requirement of sea-frontage within 300 meters from high water mark towards main lan3d. Also, indicate maritime industry utilising channel and deep-water area. _____.

8.14 Any other point if you wish to submit in favour of The Project.

(Please attach separate sheet)

Date _____ Seal of the Applicant

**Signature & Designation
of Applicant.**

PORT QASIM AUTHORITY
(P&D DIVISION)
(INDUSTRIAL MANAGEMENT DEPARTMENT)

BROAD TERMS AND CONDITIONS FOR ALLOTMENT OF LAND IN PORT QASIM AUTHORITY.

- i. That the plot shall be provided on lease basis. The period of lease for different categories of allotment shall be as follows:
- | | | |
|----|-----------------------------------|----------|
| a. | Industrial Land | 50 years |
| b. | CFS/Ware Housing plots | 50 years |
| c. | Commercial area | 50 years |
| d. | Edible Oil/Molasses / Backup area | 30 years |
- ii. That "Agreement to Lease" shall be executed within 90 (ninety) days from the taking over possession of plot. Then after satisfactory compliance of terms / conditions of "Agreement to Lease" the "Indenture of Lease" shall be executed as per standard documents of PQA.
- iii. That the Court fees / stamp duty, registration charges etc. of lease shall be paid by you.
- iv. The Peripheral Development Charges (PDCs) for different categories of land allotments shall be as follows:
- | | | |
|----|---|-------------------------|
| a. | Industrial land Eastern Industrial Zone | - Rs.1.5 million / acre |
| b. | Industrial land North Western Industrial Zone | - Rs.2.0 million / acre |
| c. | C.F.S / Ware Housing Plots | - Rs.2.0 million / acre |
| d. | Commercial (through open auction) Reserve price | - Rs.3.5 million / acre |
| e. | Edible Oil & Molasses / Backup Area | - Rs.5.0 million / acre |

Contd.....P/ 2.

Note: Rs.0.5 million per acre over and above the prevailing rates of Peripheral Development Charges is payable for consideration of allotment on priority / Fast Track basis.

- v. The basic facilities to be provided by PQA against receipt of Peripheral development Charges (PDCs) for different categories of land allotments shall be provided as follows. These services shall be provided upon receipt of PDCs payments as per schedule and/or as and when made available at site of plot. The quantity of potable water supply per day shall be as per availability depending on supply from KWSB. Any additional requirement shall be met under allottee's own arrangement:
- a. Industrial/CFS/Ware Housing / Storage Edible Oil / Molasses area - Road, Potable Water, Sewerage, Storm Water Drains.
 - b. Back up area / Commercial - Road, Potable Water, Sewerage Storm Water Drains & Electricity.
- vi. That the Peripheral Development Charges (PDCs) for basic facilities shall be paid as per following schedule:
- a. Down payment 25%: As earnest money alongwith application for processing of the allotment.
 - b. Progressive payment 25%: Within 30 (thirty) days of Provisional letter of allotment date. Then PQA shall issue a final letter of allotment.
 - c. Balance payment 50%: Within 120 (one hundred twenty) days of issuance of final letter of allotment or possession of plot which ever is earlier.
- vii. The allottee shall have to pay for the facilities required by allottee other than basic facilities mentioned at para (vi) above to the relevant agencies.
- viii. That the allocation of plot number is being indicated as above and possession of plot shall be handed over after depositing of 100% Peripheral Development Charges and other dues if any.

Contd.....P/3.

ix. The annual land rent for different categories of allotments shall be as follows. It shall be applicable after the one month from the date of issuance of provisional "Letter of allotment":-

a.	Industrial area	- Rs.26,250 per acre per annum
b.	CFS/Ware Housing Plots	- Rs.26,250 per acre per annum
c.	Commercial area	- Rs.54,275 per acre per annum
d.	Edible Oil / Molasses / Backup Area	- Rs.34,374 per acre per annum
e.	Water / Sea Front areas	- Rs.59,408 per acre per annum

x. The annual maintenance charges for different categories shall be as follows. Chargeable after two years of the possession of plot:

a.	Industrial area	- Rs.32,899 per acre per annum
b.	CFS/Ware Housing Plots	- Rs.54,155 per acre per annum
c.	Commercial area	- Rs.59,436 per acre per annum
d.	Back up area	- Rs.59,436 per acre per annum
e.	Edible Oil & Molasses / Backup Area	- Rs.75,794 per acre per annum

xi. The charges mentioned under para (ix) & (x) above shall increase 5% annually and compounded on every 1st. July. Next increase due on 01.07.2005. Both these charges shall be payable yearly in advance.

xii. The annual land rent for water front area shall be charged at Rs.14.68 per sq.meter with 5% annually compounded increase due on every 1st. July. Next increase will be due on 01.07.2005. This payment shall be payable yearly in advance.

xiii. The Right of Way (ROW) charges for laying of pipe line/trenches for Edible Oil/Molasses tankages farm area upto Railway line will be Rs.7.27 per square meter per annum From Railway line upto the Berth No.1 will be Rs.284.99 per square meter per annum. Both these charges will increase 5% annually and compounded. Next increase will be done from 01.07.2005.

Contd.....P/4.

- xiv. The allottee of Edible Oil/Molasses tankage farm area shall have to lay the pipe line etc. under Railway line by thrust boring after obtaining permission from Pakistan Railways.
- xv. In case of Commercial plots, the conservancy charges will be Rs.2.75 per square meter per annum and fire charges will be Rs.0.55 paisas per square meter per annum.
- xvi. That Right of Way (ROW) charges for laying of pipeline(s) shall be paid by you as per PQA's normal rates.
- xvii. In case of delay in payment of Peripheral Development Charges as per above schedule and other charges, (Whether legally demanded or not) you shall have to pay the penalty at the rate of 3.5% (three point five percent) per annum compounded above treasury bill rates or as may be fixed by this Authority.
- xviii. That you shall takeover possession of plot within one month from the date of issuance of PQA's letter for possession. In case of failure late possession fees will be realized at the rate of 15% per annum of Peripheral Development Charges (PDCs) and compounded every passing year.
- xix. That you shall be required to start physical execution of the project within the time specified in PQA's Land Allotment Policy, 2000. In case of default, Non-Utilization Fee (NUF) at 1st year 25%, 2nd year 50%, 3rd year 75% and 4th year 100% so on of the Peripheral Development Charges will be realized.
- xx. That you shall complete / commission the proposed unit within the time specified in PQA's Land Allotment Policy, 2000. In case of failure the allotment of plot shall be cancelled and 25% of total Peripheral Development Charges shall be forfeited.

Contd.....P/5.

- xxi. That you shall obtain all necessary permissions / NOCs from Government and / or any other agency authorised in that behalf for establishment of Oil Storage and Distribution facilities.
- xxii. That you shall provide all requisite equipment, materials for prevention of environmental degradation and do all the things necessary to control the pollution and not discharge from the premises any trade/deposits or other effluent without the prior written authority of PORT QASIM.
- xxiii. That the toxic and other hazardous waste and effluents will be suitably treated by you prior to discharge in to the sewerage system to be laid by PORT QASIM AUTHORITY.
- xxiv. That you shall have to pay for the potable water consumption charges on Authority's normal rates and increase thereto from time to time.
- xxv. That you shall have to pay separately for the facilities / services required other than basic facilities mentioned at clause (v) above to the relevant agencies.
- xxvi. That the exact area of the plot will be determined after actual demarcation on payment of normal fee at the time of handing over possession and the proportionate Peripheral Development Charges, Annual Land Rent, Annual Maintenance Charge etc. shall be adjusted accordingly.

Contd.....P/6.

- xxvii. That the filling, levelling and grading including reclamation works of the plot if any shall be undertaken by you at your own cost.
- xxviii. That the drawings for the construction work duly prepared by a Licenced Architect / Engineer shall have to be submitted in quadruplicate for approval by PORT QASIM AUTHORITY. Construction shall only be undertaken after getting approval of drawings/plans in writing on payment of normal fees.
- xxix. All buildings and structures for office blocks in Port Qasim Oil Installation Area shall not exceed ground plus two storeys.
- xxx. That the transfer of interest in any form whether wholly or partially without permission of PORT QASIM AUTHORITY will not be recognized. In case of transfer of interest if allowed by the Authority, the allottee shall arrange for notifying the intended transfer of interest in 03 dailies of repute i.e. English, Urdu & Sindhi to raise objections, if any within 15 days of publications of notice and submit the same to PQA for further proceeding in the matter.
- xxxi. In case you want to withdraw from allotment, the amount received shall be refunded after deducting 10% of the whole amount of Peripheral Development Charges of total plot area and charging of annual land rent for the period the plot has been retained by you.
- xxxii. In case of interest to utilize the facility of Railway siding (Subject to availability) allottee will have to bear the expenditure for the same as worked out and intimated by this Authority.

Contd.....P/7

-(7)-

xxxiii. That you shall have to furnish the copies of the following documents (as per status of Company):

- a. In case an individual desires allotment in his personal name he shall have to disclose the names of his Bankers and furnish certificate from the concerned banks about his financial stability. He shall have to give details of his assets, especially immovable properties, as also business and residential address, Search Certificate and Income Tax, National Tax Number (N.T.N) with the proof of tax payment.
- b. In case the concern is Sole Proprietorship the name of the Sole Proprietor, his place of business and residential address, as well as name of his bankers, as also details of proprietor's assets, specially immovable properties, declaration of being a Sole Proprietor through an Affidavit, Search Certificate, Income Tax, National Tax Number (NTN) with the proof of tax payment.
- c. In case of a Partnership firm the names of all the partners, their residential addresses, places of business, certified copy of the upto date Partnership along with a Photostat copy of the Certificate of Registration, the names of the Bankers of the firm and details of assets of the partners, specially immovable properties, as also Search Certificate, Income Tax, National Tax Number (N.T.N) with the proof of tax payment.

Contd.....P/8

- d. In case of a Private Limited Company a complete and upto date list of the Directors of Company and also the name of the Chief Executive, together with their residential address and assets, and an upto date printed certified copy of the Memorandum and Articles of Association of the Company alongwith a Photostat copy of the Certificate of Incorporation, the name of the bankers and details of Company's assets specially immoveable properties. Income Tax, National Tax Number (N.T.N) with the proof of tax payment. A copy of the Resolution of the Board of Directors authorising a competent representative to sign papers and documents on behalf of the Company will also have to be furnished.

- e. In case of Public Limited Company, an upto date printed certified copy of the Memorandum of Articles of Association of the Company alongwith a Photostat copy of the certificate of incorporation, the names of the bankers and details of Company's assets, especially immoveable proprieties, Income Tax, National Tax Number (N.T.N) with the proof of tax payment. A copy of the Resolution of the Board of Directors authorising a competent representative to sign papers and documents on behalf of the Company will also have to be furnished.

- f. Any subsequent changes in the above particulars shall be immediately intimated by you to the Industrial Management Department PQA.

Contd.....P/9.

-(9)-

xxxiv. That you shall have to furnish the following documents as per revised Land Allotment Policy, 2000:

- a. Copy of Partnership Deed / Memorandum and Articles of Association / Affidavit on Stamp Paper for Sole Proprietorship.
- b. Bank Certificate to ascertain worth of sponsor to invest 30% of equity of the project cost.
- c. Affidavit to implement the project with amount.
- d. NOC/Permission from relevant agencies to establish the proposed facilities, if applicable.
- e. Line sketch of proposed project to assess / justify the requirement, size of plot and utilities.

XXXV. The allotment of plot shall be cancelled and 10% of total PDCs of whole plot area shall be forfeited against PQA administrative charges and also annual land rent will be charged for the period the plot is retained by you, if any of the above terms / conditions are infringed / not carried out within six months from the receipt of the Provisional Letter of Allotment and permissions / (NOCs) on the basis of which plot was allotted is withdrawn by the sanctioning authority / authorities.

**LEASE PERIOD - PERIPHERAL DEVELOPMENT CHARGES - ANNUL LAND RENT -
ANNUAL MAINTENANCE CHARGES AND MISCELLANEOUS FEES OF POA LAND.**

<u>LEASE PERIOD</u>	
* Industrial Land	50 years
* CFS/Ware Housing plots	50 years
* Commercial area	50 years
* Edible Oil/Molasses / Backup area	30 years
<u>PERIPHERAL DEVELOPMENT CHARGES</u>	
* Industrial land Eastern Industrial Zone	- Rs.1.5 million / acre
* Industrial land North Western Industrial Zone	- Rs.2.0 million / acre
* C.F.S / Ware Housing Plots	- Rs.2.0 million / acre
* Commercial (through open auction) Reserve price	- Rs.3.5 million / acre
* Edible Oil & Molasses / Backup Area	- Rs.5.0 million / acre
<u>ANNUAL LAND RENT</u>	
* Industrial area	- Rs.26,250 per acre per annum
* CFS/Ware Housing Plots	- Rs.26,250 per acre per annum
* Commercial area	- Rs.54,275 per acre per annum
* Edible Oil / Molasses / Backup Area	- Rs.34,374 per acre per annum
* Water / Sea Front areas	- Rs.52,500 per acre per annum
<u>ANNUAL MAINTENANCE CHARGES</u>	
* Industrial area	- Rs.32,899 per acre per annum
* CFS/Ware Housing Plots	- Rs.56,863 per acre per annum
* Commercial area	- Rs.65,507 per acre per annum
* Back up area	- Rs.62,379 per acre per annum
* Edible Oil & Molasses	- Rs.28,419 per acre per annum
Note: Rs.0.5 million per acre over and above the prevailing rates of Peripheral Development Charges is payable for consideration of allotment on priority / Fast Track basis.	
<u>TRANSFER FEES:</u>	
* Industrial Plot	- 15% of prevailing PDC
* Ware House/CFS	- 15% of prevailing PDC
* Commercial (POZ) Plots	- 15% of prevailing PDC
* Edible Oil / Molasses & Backup Area plots	- 15% of prevailing PDC
<u>CONVERSION FEE:</u>	
* Industrial to Commercial plot	- 390 per m2
<u>SUB-DIVISION FEE:</u>	
* (For the sub-divided portion only)	
Industrial / Commercial	- 10% of prevailing PDC
<u>SUB-LETTING FEE:</u>	
* Industrial	- 14.30 per m2 per annum (Plus commercial rent for area Sub-letted for commercial purpose)
<u>ADDITIONAL TRADE FEE:</u>	
* Industrial Plots	- 13.00 per m2

	<u>CHANGE IN TRADE:</u>	- 10.40 per m2
	<u>CHANGE IN CONSTITUTION OR NAME OF COMPANY:</u>	
*	Within family (Husband, wife & children)	- Nil
*	Not in family	- 15.60 per m2
	<u>SUB-LEASE FEE:</u>	- 13.00 per m2
	<u>ROAD CUTTING CHARGES:</u>	- As per POA's estimate
	<u>SURVEY / DEMARCATION FEE:</u>	
*	Industrial, Commercial, Edible Oil/ Molasses & Backup Area	- 10,000/= per acre
	<u>Approval of Drawing Fee.</u>	
*	(Plots upto 200 m2 100% construction)	
*	(Plot above 200 m2 66% construction)	
	2.60 per 1000 Rs. On the cost of the building calculated on the rates as under:-	
	<u>RCC Structure.</u>	
	@ Rs.208/= per sft say Rs.2080/= per m2	
	<u>1st Floor.</u>	
	@ Rs.208 per sft say Rs.2080/= per m2.	
	<u>Shed.</u>	
	@ Rs.208/= per sft say Rs.2080/= per m2	
	<u>Compound wall.</u>	
	@ Rs.208/= per sft say Rs.2080/= per m2	
	<u>AMALGAMATION FEE:</u>	
*	Edible Oil/Molasses & Backup Area plots	- 10% of prevailing PDC
*	Industrial/Commercial/Ware House/CFS/LPG Plots	- 10% of prevailing PDC
	<u>MORTGAGE FEE:</u>	
*	For each financial institution	- 15,000/= per acre
	<u>WATER SUPPLY CHARGES:</u>	- As per POA's prevailing rates
	<u>FIRE CHARGES:</u>	
*	For Port Operation Zone	- Rs.1.00 per m2
	<u>CONSERVANCY CHARGES:</u>	
*	For Port Operation Zone	- Rs.3.00 m2 per annum

Note: The above rates and charges are subject to revision from time to time.

AGREEMENT TO LEASE.

PARTIES.

THIS **AGREEMENT** made and entered into at Karachi _____ this day of the month of _____ 2000 BETWEEN the **PORT QASIM AUTHORITY** incorporated and established under the Port Qasim Authority **Act, 1973 (ACT, XLIII of 1973)** (hereinafter referred to as the "**LESSOR**" which expression where the context so requires or deems shall include its successors in interest and assigns) of the one part AND **M/S.** _____, a company incorporated under the companies ordinance **1984** of the other part whose registered office is situated at _____ (Hereinafter called the "**LESSEE**" which expression where the context so requires or deems shall include its successors in interest) represented by **Mr.** _____ duly authorised vide letter dated _____ appended as **Appendix "B"** hereto.

Cont'd...P/2.

RECITALS.

AND WHEREAS the lessor is the lawful owner of and otherwise well and sufficiently entitled to all that piece or parcel of the land more particularly described hereunder (hereinafter referred to as the “LESSOR’S PROPERTY ALL THAT piece or parcel of land bearing the number **Plot No.** _____ and **measuring** () acres (_____ m2) or here about situated in the _____ **Zone.** Port Qasim Area, in the Registration District and Sub-district of Karachi and bounded as follows:

- On the North**
- On the South**
- On the East**
- On the West**

AND WHEREAS the lessee has presented to the Lessor an outline scheme for erecting a building and or a structure and/or executing works for the establishment of Lessee’s _____ which is in accordance with the Lessors own development plans for its estate has at the request of the Lessee agreed AND WHEREAS the Lessor agrees to grant to the Lessee a lease of a portion of the Lessor’s Property which portion is referred to in the first recital above and more particularly delineated and described and coloured pink on the plan annexed hereto (hereinafter called the “PREMISES” subject to the terms and conditions contained in this agreement AND WHEREAS the Lessor, pending the grant of a lease to the lessee in respect to the said premises subject to the terms and conditions of this agreement, has agreed to permit the Lessee to enter upon the said premises initially as only and thereafter for the purpose of erecting a building and/or structure and/or executing works in accordance with the terms of this agreement only. Such building and/or structure and/or works to be used solely for the purpose of Lessees _____ when completed and for no other purpose whatsoever and the said use not to commence until the terms stipulations and covenants of the Lessee contained in this agreement have been fully satisfied and the lease granted as hereinafter provided.

Now therefore witnesses as follows: -

DATE OF AGREEMENT.

- I. That this agreement shall come into effect from the ____ day of the month of _____ and shall remain in force till the “Indenture of Lease” is executed and during which period the lessee shall and is hereby permitted to enter upon use and occupy the said premises in the first instance as allottee and thereafter for the purpose of erecting a building / construction thereon and executing works in terms of this agreement and for no other purpose whatsoever.

Cont’d...P/3.

**PERIPHERAL DEVELOPMENT,
RENTAL, MAINTENANCE AND
OTHER CHARGES.**

II. The lessee hereby agrees with the Lessor as follows:-

- (a) During the said period or any extended/renewed period thereof during which the Lessee remains in occupation of the premises or any part thereof until the execution of the lease as hereinafter mentioned to hold the same as allottee or lessee with no other right title or interest in the premises except as expressly conferred by this agreement to lease on payment of Peripheral Development Charges, Annual rental, Annual maintenance and other charges as per letter No. _____ dated: _____ annexed as **Appendix "A"**.

During such period if any when this agreement is renewed or extended the lessee shall hold the premises subject to the same covenants and stipulations contained herein except in regard to rent.

COST AND CHARGES.

- (b) To pay to the Lessor upon the signing hereof all its costs in preparing this agreement and attached lease, including fee for the demarcation of the premises, legal fees, stamp duty, registration charges and fees in respect of approval of plans by the lessor as the works proceed in accordance with the Schedule of fees as laid down by the lessor from time to time.

PENALTY FOR DELAYED PAYMENT.

- (c) Without prejudice to the other rights of the lessor here in if any payment due under this agreement (Whether legally demanded or not) is not received by the Lessor within 30 days of the due date then it shall be entitled to receive such money from the Lessee together with a penalty calculated compound interest thereon at the rate of one per cent per annum above the Commercial Bank rate at the time the payment falls due, (with three monthly rests) from lessee.

Cont'd...P/4.

PORT DUES & CHARGES.

- (d) The Lessee will be required to pay any and all dues and charges levied or charged by the Lessor in its capacity as the Port Authority in respect of any services provided by the Port Authority or its agents or in respect of any ship or craft or cargo or any part thereof whatsoever which the lessee may be working upon own lease or use or which are within the Lessee's control for the time being or which the Lessee is entitled to control own use lease or work upon whether directly or indirectly as may enter use pass repass lie at anchor in or be moored or moved or sunk in any of the waterways backwaters or creeks below high water line. The Lessee shall also pay to the Port Authority such sums as it may levy upon them in respect of any services provided by the Port Authority or its agents or in respect of any ship or craft or cargo or any part thereof which may have been permanently or temporarily beached or otherwise be placed or lie upon the foreshore or any other place outside the limits of the premises. Such sums to be recoverable as if they were rent due hereunder. Such rights and powers reserved to the Lessor hereunder are without prejudice to any rights powers or privileges conferred upon it by statute of any other regulation or provision whatsoever or reserved to it elsewhere.

MAINTENANCE CHARGES.

- (e) The Lessor may charge and the Lessee shall pay all maintenance charges levied upon the premises for providing such maintenance works and services in such proportion as the Lessor shall from time to time deem fit and proper to charge in regard to the maintenance work carried out and the services provided for the common use of the Lessor, the Lessee and the Lessor's other lessees upon its estate.

The maintenance charges shall be in addition to the service charges like fire fighting service conservancy works, road and street cleaning and lighting, electricity supply refuse collection and other works together with all like and other things at present or here after provided.

Cont'd...P/5.

SUBMISSION AND APPROVAL OF PLANS.

- III. (a) The Lessee further agrees to submit to the Lessor with in three calendar months after taking possession of lands and from the signing of this “Agreement to Lease” or such other extended period if requested by the Lessee plans and sections and elevations and calculations and specifications in quintuplicate in respect of the buildings, structures or things proposed to be erected placed or put upon the premises by the lessee.
- (b) Upon the Lessor approving the building plans the Lessee shall within 90 days or such other extended period if requested by the Lessee build and complete in fire resisting materials the compound walls (beyond which no building or part thereof or erection or part thereof shall project) to the lessor’s satisfaction and shall commence within six months or such other extended period as aforesaid and diligently proceed to erect on the premises and complete within 24 (twenty four) months or such other extended period as aforesaid from the date of the lessor’s permission as aforesaid the construction of a building(s) having a total floor area as per plans approved by the Lessor and the other works in conformity with the permission given by the Lessor and the other works in conformity with the permission given by the lessor and in accordance with the working documents and develop the premises fit for immediate use and occupation and in a substantial and workmanlike manner with the best materials of their several kinds at the requisite time available. Notwithstanding anything herein contained the lessee shall be responsible for the stability of all of the works carried out upon the premises and shall whenever required by the Lessor supply a certificate from the licensed architect engineer or surveyor of the Lessee as to the stability of the works or any part thereof and/or as to the soundness of any material or materials.

STATUTES & BYE-LAWS.

- (c) Carry out the whole of the works in accordance with any relevant statutes byelaws regulations or rules governing the works as laid down/prescribed by the lessor and/or any competent authority or body subject to the lessee having obtained the necessary approvals or consents.

Cont’d...P/6.

WORKERS ACCOMMODATION.

- (d) Not to allow labours workmen or other to live upon the premises except if specifically approved by the lessor and even then only in an area or areas approved by the Lessor and in accommodation constructed to the Lessor's satisfaction specifically for that purpose.

SANITATION.

- (e) Comply with all byelaws rules and regulations, laid down in any way relating to health and sanitation which may be in force from time to time or at all times and to the Lessor's satisfaction the Lessee shall provide sufficient toilet accommodation for the Labourers and workmen and other employed upon the premises. The Lessee shall ensure that adequate suitable watertight sanitary drainage and sewerage works are carried out and maintained in good repair and condition. The Lessee shall within 30 days after receiving notice from the Lessor carry out all necessary repairs improvements or such other works as the lessor may deem fit and in default of the Lessee complying with such notice the Lessor may at its discretion forth with enter upon the premises and take possession and close down all operations till the required repairs are carried out to the satisfaction of Lessee.

PROHIBITION OF ALTERATIONS TO PLANS.

- (f) Without the consent in writing of the Lessor to erect or build or permit to be erected or any buildings structures or erections (except temporary structures or buildings duly licensed by the Lessor required in connection with the works and which shall be pulled down and removed on completion of the works or any sign or advertisement of any kind other wise than in conformity with the working documents nor make any alterations to the said building(s) and the Lessee shall pay to the Lessor a further fee as provided in this agreement in respect of any alterations agreed to the plans and a further fee for any sign approved in accordance with the schedule of fees and rates authorised and published by the Lessor from time to time.

Cont'd...P/7.

WORKMANSHIP OR MATERIALS NOT IN ACCORDANCE.

- (g) To take down and remove or repair and make good all work or materials which in the Lessor's opinion or that of any other competent authority is not in accordance with any statute or bye-law or regulation or with the working documents within fourteen days or forthwith in the case of a dangerous structure building or works after service of a notice by the Lessor so to do, notwithstanding that any licensed architect's or other certificate may have been submitted in pursuance hereof and the Lessor's decision shall be final and binding upon the Lessee.

NUISANCE POLLUTION ENCROACHMENT.

- (h) Not to permit or suffer to be done in or upon the premises or any part thereof anything which may be or become a nuisance or annoyance to the Lessor or the Lessee or occupation of neighbouring land or any other person whatsoever nor to allow any dense smoke offensive gas or particles to emit from the premises to pollute the atmosphere nor to encroach or allow others to encroach upon any other land than that within the boundaries of the Premises. The Lessee shall provide all requisite equipment materials and things and do all things necessary to prevent soiling despoilation or pollution of the atmosphere waterways backwaters foreshore or land within or outside the premises but should any such soiling despoilation or pollution occur whether it arises through negligence or improper use or bonafide use or from any other cause or should any such nuisance or annoyance or pollution or encroachment occur (of which the Lessor shall be the sole judge) then the Lessee shall do all necessary to abate the same and shall desist from all things causing or likely to cause anything in contravention of this sub-Clause.

Upon written notice from the Lessor of any contravention thereof the Lessee shall forthwith execute all works called for and do all things necessary to prevent such contravention and in default of this the Lessor may execute all such works and do all things called for at the Lessee's cost and expense recovering such money as though they were the rent reserved therein.

Should there be any encroachment in contravention hereof the Lessor will be entitled to recover from the Lessee a sum equivalent to Rs.100/= (Rupees One Hundred only) per square meter per day of the area covered by such encroachment and shall have the right to recover such sum without prejudice to any other right or action available in the Lessor under this agreement and / or in law.

Cont'd...P/8.

DISCHARGE OF ANY TRADE OR OTHER EFFLUENT.

- (i) Not to discharge from the premises any trade or other effluent without the prior written authority of the Lessor and the Lessee shall comply from time to time and at all times and in all respects with such rule, regulations and requirements as are now or in the future may be laid down by the Lessor in its sole discretion in regard to trade and/or other effluent. The Lessee shall provide to the Lessor as often as the Lessor may require sample and test reports of effluent being discharged from any machine process building land or any other thing or place whatsoever and also shall furnish the Lessor with any bio-data required by it for analysis testing study or any other purpose. The Lessor shall have the right and liberty to enter upon the premises with or without notice during business or working hours and take away such samples and carry out such tests on or off the premises as the Lessor in its sole discretion may require.

The Lessee shall provide all plants equipment drains chambers or other things and carry out any treatment or pre-treatment of trade or other effluent as the Lessor in its sole discretion may require. Should the Lessor be satisfied in any respect whatsoever that effluent being discharged on or from the premises is not in its opinion of a suitable nature content temperature condition or quantity or in any way does not comply with its rules or regulations which it shall alone have power to lay down then Lessor shall have the right to enter upon the premises at and close down immediately the whole or any part of the Lessee's operation process making manufacturing or any or all activities thereon as it may at its sole discretion decide.

Notwithstanding the foregoing the Lessor shall not be in any way liable or responsible to the Lessee or any third party for any loss or damage, which may arise or be incurred as a direct or indirect result of the exercise of its powers set out herein.

The Lessee shall be solely responsible for any injury or damage caused to any person property or thing arising out of the discharge of effluent on or from the premises and shall keep the Lessor indemnified against any claim or action arising therefrom. Toxic and other hazardous waster and effluents will be suitably treated by the Lessee prior to discharge into the sewerage/drainage system laid by the Lessor.

Cont'd...P/9.

**SEPARATE AGREEMENT
REGARDING DISPOSAL
OF DANGEROUS SUBSTANCES.**

- (j) The Lessee shall where the Lessor deems it necessary enter into a separate agreement regulation the discharge and/or disposal of dangerous or noxious substance trade and/or other effluent couched in such terms and including such provisions and conditions as the lessor alone may decide.

MINERAL RIGHTS.

- (k) Not to sell or dispose of any earth clay gravel or mineral of any kind from the premises or permit or suffer any of the same to be removed except so far as shall be necessary for the execution of the works. The ownership of all these things shall remain vested in the Lessor.

RESTRICTION AS TO USER.

- (l) Not to deposit or make up or manufacture or permit to be deposited made up or manufactured upon the premises any building or other material or thing nor to carry out any work whatsoever except such as shall be actually required for the works and/or authorised under this agreement.

DUTY OF CARE.

- (m) During progress of the works on the premises to take all reasonable care to avoid damage to roads including the foot paths and on demand to repay to the Lessor the reasonable costs as certified by the Lessor of making good any damage caused thereto or to the sewers drains pipes cables and other works as may be thereon or thereunder or upon any other of the Lessor's land.

USE AND PROVISION OF INFRASTRUCTURE.

- (n) Not to require the lessor to provide any infrastructure or infrastructure element or elements except roads, potable water supply, storm water drain and underground sewerage.

Cont'd...P/10.

ALL RISKS INSURANCE.

- (o) On commencing the works to insure the same and keep the same insured (whether completed or not) with a reputable insurance company in a sum to be approved in writing by the lessor and sufficient to cover the cost of completely reinstating the same in their completed state in the event of total destruction (together with Architect's and Surveyor's fees and other expenses incidental thereto).

GENERAL EXTENSION.

- (p) Without prejudice to the provisions of this agreement the Lessor shall if requested by the Lessee before expiry of the period prescribed in the agreement consider and if it considers it proper and necessary in the circumstances of the case grant an extension of any period prescribed in this agreement provided that the extension of time is requested for on the grounds of completing the building structure or other things as specified in the working documents and/or making the necessary investment in the costs relating thereto provided. However, that the Lessor may not consider such extension or renewal unless the Lessee has made substantial investments in the costs of the buildings structures or other things in connection herewith. In the event the Lessor extends any period prescribed, the extension shall be subject to payment of all fees and/or charges in addition to the rent for the period prescribed by this agreement during which the Lessee failed to fulfill its obligations. The question whether the Lessee has failed to fulfill its sole discretion.

FIRE PRECAUTION.

- (q) Comply with all orders or regulations issued by the Lessor or any competent authority in respect of fire precaution on or at the premises.

RIGHTS OF LESSOR.

- IV. IT IS HEREBY MUTUALLY AGREED that until the Lessee has completely executed the works and performed the provisions of this agreement the Lessor shall possess the rights and power following that is to say:

Cont'd...P/11.

INSPECT AND ENTER TO CARRY OUT WORKS.

- (a) The right for their officers agents servants or other authorised persons at all reasonable times to enter upon the premises to view the state and progress of the works to inspect and test the materials and workmanship and for any other purpose including the laying constructing repairing or cleansing of any sewer drain electricity or telephone cables and gas or water main from any adjoining land of the Lessor or roads and the right as aforesaid upon default by the premises or any part thereof or any building thereon for the purpose or protecting repairing and maintaining the premises or the works or removing any works in contravention of this agreement at the expense of the Lessee which expense shall be recoverable from the Lessee upon demand as if the same was rent in arrears.

LIGHT AND AIR.

- (b) The Lessee shall not be entitled to any right of access of light or air to the premises or to any building erected or to be erected on the premises which would restrict or interfere with the free use of any adjoining land for building or any other purpose.

VALIDITY OF NOTICES.

- (c) Any notice decision direction approval authority or consent which may be given by the lessor under this agreement shall be valid and effectual if signed by such officer or agent as the Lessor may from time to time designate for the purpose and shall be deemed to have been validly served on or conveyed to the Lessee if posted at the premises and has been certified as having been so posted by an employee of the Lessor and any such notice required to be served upon the Lessor shall be effected by the Lessee by sending same by prepaid registered post to the Lessor's chief officer where it shall from time to time be located.

GRANT OF LEASE.

- V. If the works shall have been completely finished to the reasonable satisfaction of the licensed architect of the Lessee and the amount of the estimate as set out in the Working Documents has been expended at the expiration of the said period or of such extended period, (if any), as aforesaid and the Lessee shall have performed and observed all the stipulations herein on his part contained other than such as may have been waived as aforesaid then the Lessor shall grant and the Lessee shall accept and execute a counter part of a good and sufficient lease of the premises and the building erected thereon with its appurtenances for a term of ____ years from the date hereof at the exclusive yearly rent etc. as per **Appendix "A"** and subject to review as set out in the from of lease hereinafter referred to.

Cont'd...P/12.

FORM OF LEASE.

- VI. Such lease shall be in the form, which is annexed hereto and marked as the first schedule.

ASSIGNMENT.

- VII. The Lessee shall not mortgage transfer or assign any right title or interest or part with possession of the premises or part thereof without the prior consent in writing of the Lessor which consent shall be at the absolute discretion of the Lessor and in the event of the Lessor granting consent the Lessee shall be liable for payment of any fee that may be levied by the Lessor in connection with such consent and shall continue to be liable for the performance of the several agreements conditions and stipulations here in contained until grant of the lease here in before referred to PROVIDED ALWAYS THAT any such consent shall not relieve the Assignee hereof from complying to and with the full provisions of this Agreement and any such grant shall be on such terms and conditions as the Lessor shall alone determine. Should any such mortgage or assignment be executed directly or indirectly by reconstitution or by any other means in breach hereof this agreement shall automatically stand terminated save in so far as any claim or claims or any other remedy open to the Lessor hereunder are concerned.

INSOLVENCY OR BANKRUPTCY.

- VIII. Should the Lessee being a company enter into or be taken into liquidation proceedings or commit any act of insolvency or bankruptcy or should the Lessee being an individual or a partnership be adjudged insolvent or bankrupt or enter into any arrangement with his creditors his agreement shall terminate forthwith and the Lessor shall be entitled to reenter and take possession of the premises with notice and shall have first charge and priority in respect of the Lessor's goods chattels and assets thereon to the full extent of the Lessor's claim.

REMEDY OF DEFECTS.

- IX. IT IS HEREBY AGREED that any defects or any faults (other than normal timber shrinkage or hair cracks in plaster) which shall appear in the building within six months from the date of issue of the certificate referred to in Clause (V) hereof or the completion of the building (which period of six months is hereinafter called the Defect Liability period) and which are due to materials or workmanship not in accordance with this Agreement shall be specified by the Lessor in a Schedule of Defects which they shall deliver to the Lessee not later than one month after the expiration of the Defect Liability period and if in the opinion of the Lessor

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the Defects and faults mentioned in the said Schedule of Defects have in fact occurred due to materials or workmanship not in accordance with the working documents within a period of two months after receipt by the Lessee of such Schedule the defects and other faults therein specified shall be made good by the Lessee entirely at his/its own cost and expense and in default the Lessor shall have the a right to repair it at the risk and cost of lessee and (b) to recover such costs as incurred by the Lessor.

AMENITIES.

- X. Without prejudice to the generality of clause (IX) hereof the Lessee shall throughout the term hereby granted perform and observe the amenity covenants specified in the second schedule hereto annexed.

THIRD PARTY.

- XI. The Lessee hereby agrees to indemnify and keep indemnified the Lessor from and against all liability in respect of loss damage actions proceedings suit claimed demand costs damage actions proceedings suit claimed demand costs damages liability and expenses in respect of any injury to or of the death of any person or damage to any property movable or immovable the infringement disturbance or destruction of any rights easements or privilege or other wise by reason of or arising in any way directly or indirectly out of the repair state of repair condition existence of use of the aforesaid premises or works or buildings and to effect or cause to be effected the necessary third party and public liability insurance with an insurance company to be approved by the Lessor in the joint names of the lessee and the Lessor in cover this indemnity which effect from the date of this agreement.

BUILDING TO RUN WITH THE LAND.

- XII. Any Building structure or erection or any service or any road paving service or other permanent installation erected laid put placed or formed in or on the premises (Lessee's fixtures and fittings excepted) shall run with the land.

LAW APPLICABLE.

- XIII. All rights obligation and liabilities of the parties shall be governed in accordance with the terms of this agreement and the Transfer of Property Act, the Port Qasim Authority "Act 1973" and the rules framed thereunder the ports Act 1908 and the Port Authorities lands and Buildings (Recovery of Possession) Ordinance 1962, the Port Qasim Authority lands and Building (Recovery of Possession) Rules 1975 and Magistrates conferred with jurisdiction thereunder shall have full power and jurisdiction to enforce any claim right liability or obligation of the parties hereunder.

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**UTILIZATION OF LAND
BELOW HIGH WATER MARK
(H.W.M) AND WATER FRONT.**

- XIV. THE UTILIZATION plans for the land below High Water Mark shall be submitted by the Lessee for prior approval of the Lessor and usage of the Water Front shall need specific permission on payment of such charges as may be levied by the Lessor.

NOTWITHSTANDING anything herein contained the Lessee shall be responsible for the stability of all of the works carried out upon the premises and shall whenever required by the Lessor supply a certificate from the licenced architect engineer or surveyor of the Lessee as to the stability of the works or any part thereof and or as to the soundness of any material or materials.

MASTER CLAUSE.

- XV. PROVIDED ALWAYS that the lessor reserves the right to withdraw/cancel/revoke the allotment of the Lessee if Lessee commits any breach or violates any of the terms & conditions agreed upon between the Lessee and the Lessor under this agreement or any other agreement, or if in the opinion of the lessor, purpose for which allotment was accorded is not being fulfilled. It is further provided that Lessor also reserves the right to amend / modify the terms of this agreement as and when considered necessary.

IN WITNESS WHEREOF: The parties hereto have affixed their respective hands and seals to this agreement is the day, month and year first above written.

LESSOR

LESSEE

Enclosures: -

- | | | |
|----|---------------------|---|
| 1. | Appendix - A | Allotment Letter / Letter of Intent. |
| 2. | Appendix - B | Authorisation Letter. |
| 3. | Appendix - C | Site Plan. |
| 4. | First Schedule | “Indenture of Lease”. |
| 5. | Second Schedule | “Schedule of Amenity Covenants”. |

WITNESSES:

1. _____.

2. _____.

SECOND SCHEDULE REFERRED TO AND ANNEXED TO THE LEASE.

SCHEDULE OF AMENITY COVENANTS.

1. To keeps in good order and repair any hard standing provided for the parking of motor vehicles and any other land forming part of the premises and used for car parking or otherwise not covered with authorised buildings.
2. Not to stack or deposit boxes cartons crates or containers of any description or other materials on any portion of the premises used for access purposes or car parking.
3. Not to form any refuse dump or rubbish heap on the premises but to remove not less frequently than once every three days all refuse scrap tins cans bottles boxes and other containers or packaging materials which may have accumulated on/or in the building or on the premises and generally in conformity with the preceding paragraph here of to keep such parts of the premises as remain for the time being unbuilt upon clean and in good order PROVIDED that nothing here in shall prevent the storage in neat and proper order upon any parts of the premises as aforesaid or any material returnable packing cases boxes or other protective covering used by the Lessee in connection with his/their operations.
4. Not to use or suffer to be used the premises or any part thereof for the manufacture or storage of beers, wines spirits or intoxicants.
5. The Lessee shall not permit his / their own vehicles or those of his / their servants and workmen or any other persons visiting the premises to cause any obstruction on any adjoining road and ensure that vehicles belonging to the Lessee or other persons as aforesaid shall observe all regulations and instructions made or given by the Lessor with regard to the parking of vehicles on the said roads or in spaces reserved for the parking of vehicles.

6. Not without the consent in writing of the Lessor make any access way through the compound walls of the premises.
7. Not at any time to load or permit or suffer to be loaded any part of the floor of any building or erection standing and being on the premises or any part of the roof of any such building or erection to a weight in excess of that for which it shall be designed which shall in opinion of the Lessor constitute a danger to the said building or floors there of.

LESSOR

LESSEE

INDENTURE OF LEASE.

PARTIES.

THIS **INDENTURE OF LEASE** made and entered into at Karachi _____ this day of the month of _____ 2000 BETWEEN THE **PORT QASIM AUTHORITY** INCORPORATED AND ESTABLISHED UNDER THE PORT QASIM AUTHORITY ACT, 1973 (Act XLIII of 1973), (hereinafter referred to as the “LESSOR” which expression Wherever the context requires or deems shall include its successors in interest assigns and such person for the time being entitled to the reversion immediately and expectant on the term hereby granted) of the one part AND M/s. _____

_____ a company incorporated under the Companies Ordinance 1984 whose registered office is situated at _____

_____ (hereinafter referred to as the “LESSEE” which expression wherever the context so requires or deems shall include its successors in interest) of the other part represented by Mr. _____ vide Board of Director Resolution No. _____ dated _____ appended as **Appendix “B”** hereto.

Cont’d...P/2.

RECITALS.

I. WHEREAS the Lessor is the lawful owner of and/or otherwise well and sufficiently entitled to all the piece or parcel of land more particularly described hereunder bearing No. _____ and measuring _____ acres / square meters situate within the _____ Zone Port Qasim Area (hereinafter referred to as the **“Lessor’s property”**).

AND WHEREAS the Lessor has entered into an agreement to lease with the Lessee dated the _____ day of _____ 2000 (hereinafter referred to as the **“Agreement to Lease”** a copy where of is attached herewith as the first schedule) in respect of the aforesaid property under the Terms of which the Lessee entered upon the said property and built and completed the structure(s) building(s) and other works thereon in accordance with the plans and specifications and to the value duly approved by the Lessor and thus became entitled to a lease in respect of the said property.

AND WHEREAS in consideration of the aforesaid and in consideration of the rent hereby reserved and the covenants to be performed and observed by the Lessee as herein contained the Lessor does hereby demise unto the Lessee all that piece and parcel of land bearing No. _____ and measuring _____ square meters situate in the _____ Zone Port Qasim area and within the jurisdiction authority of _____ police station within the registration District and sub-district of Karachi more particularly delineated upon the plan annexed here to and coloured pink, and bounded as follows:-

On the North by _____
On the South by _____
On the East by _____
On the West by _____

(Hereinafter referred to as **“the premises”**) for use and enjoyment of the said demised premises together with the building(s) and other works thereon and may as from the date hereof use the premises for the purpose of _____ and no other purpose whatsoever except with the

Cont’d...P/3.

previous consent of the Lessor in writing AND TOGETHER IN COMMON with others having the like rights: -

PASSAGE OF SERVICES.

- (a) Subject to the approval of the lessor in writing first being obtained the right to uninterrupted passage and running water, night soil, gas and electricity from and to the premises through the gutters pipes sewers drains water courses wires and cables laid constructed or to be constructed laid or to be laid or erected in under upon or over adjoining or neighbouring land or property for the convenience of the Lessee and others and subject to the Lessor's approval as aforesaid and to such conditions the Lessor may at the time or from time to time deem fit to impose to make connections with such gutters pipes sewers drains water courses wires and cables or any of them which may exist for the purpose of exercising such right subject to making good any damage or disturbance caused to the adjoining land in the exercise of such right and upon paying such fees and charges to the Lessor as if may deem fit to charge.

LESSEES RIGHT OF ENTRY.

- (b) Subject to the Lessor's approval as aforesaid the right so far as may be necessary to enter on any adjoining or neighbouring land of the lessor at such times for such purposes and subject to such conditions as may be authorised in writing by the Lessor or as may be agreed between the parties concerned for the purpose of repairing cleansing maintaining and amending the walls and any other parts of the premises and the roads paths or ways sewers drains gutters water courses and pipes serving the premises the lessee making good and reinstating any damage done to such land or buildings and fixtures fittings furniture and stock in trade therein and paying compensation for any interference with the user thereof and taking all precautions necessary to protect the said land and buildings and other things aforesaid and the occupiers there of or the persons using the same and public from damage or injury during the course of the work and until the reinstatement of such land or buildings as aforesaid EXCEPT AND RESERVING to the Lessor and its successors in title and its Lessees licensees and/or others deriving title or such right from the lessor:-

Cont'd...P/4.

LESSOR'S RETAINED RIGHTS.

- (i) The free and uninterrupted right of passage and running of water and night soil gas electricity and other services as are now or may at any time hereafter be used and enjoyed from or to other buildings and land of lessor its successors in title or their lessees or others as aforesaid through the gutters pipes sewers drains water courses wires and cables in under upon or over the premises TOGETHER with the right to lay construct and maintain (or permit to be laid constructed or maintained) in under upon or over the premises such further gutters pipes sewers drains water courses wires and cables manholes stopcocks inspection chambers and similar apparatus as may in the opinion of the lessor be necessary or desirable during the term hereinafter referred to AND TOGETHER ALSO with the right for the lessor and its agents and all other persons lawfully authorised with or without workmen and others at all reasonable times but with fourteen days prior notice to the lessee except that no notice shall be required in the case of emergency to enter upon the premises or any part thereof for the purpose of laying constructing inspecting maintaining repairing renewing any gutter pipe sewer drain water course manhole stopcock wire cable inspection chamber or similar apparatus the Lessor or such other persons as aforesaid causing as little inconvenience as possible and making good all damage caused to the premises by reason of the carrying out of any such works but the Lessee shall not be entitled to make any claim or claims on the Lessor in respect of it exercising its right herein reserved.

LIGHT AND AIR.

- (ii) Full right and liberty at any time hereafter or from time to time to execute works and make erections upon or erect rebuild or alter any buildings or erections on the land of the Lessor adjoining or near to the premises and to use such adjoining and neighbouring land in such manner as the Lessor may think fit notwithstanding that the access of light and air for the time being appertaining to or enjoyed with the premises or any part thereof or any building for the time being thereon may thereby be interfered with.

Cont'd...P/5.

RIGHT TO ENTRY.

- (iii) Full right at all reasonable times and on giving three days notice to the Lessee except that no notice shall be required in the case of emergency to enter upon the premises to view the state and condition of and to excavate build erect repair and maintain adjoining premises and adjoining roadways the work upon which shall not otherwise be reasonably practicable causing as little damage and inconvenience as possible subject to making good all damage and disturbance so caused but the lessee shall not be entitled to make any claim or claims on the Lessor in respect of its exercising the right on the Lessor in respect of its exercising the right herein reserved.

**TERM OF YEARS
AND RENTAL,
PERIPHERAL
DEVELOPMENT,
MAINTENANCE AND
OTHER CHARGES.**

- (c) (i) TO HOLD the premises unto the Lessee for the term of _____ years from the _____ day of _____ 2000 SUBJECT nevertheless to the provisions for re-entry hereinafter contained and the Lessee YIELDING AND PAYING during the said term the annual rent and maintenance and other charges etc. in advance as per letter No. _____ dated _____ annexed as **Appendix "A"** forming integral part of this "Indenture of Lease" (Schedule of payments of land rent and maintenance is annexed at _____).
- (ii) During the said period of Lease during which the Lessee remains in occupation of the said premises to pay rental, development, maintenance and other charges as per letter No. _____ dated _____ annexed as **Appendix "A"**. The maintenance charges mentioned in the **Appendix "A"** shall be deemed to be in respect of maintenance of Road, Potable water supply drains and Sewers.

Cont'd...P/6.

COMPENSATION FOR NON-PAYMENT.

- (d) Without prejudice to the other rights of the Lessor here in if any payment due under this agreement (whether legally demanded or not) is not received by the Lessor within 30 days of the due date then it shall be entitled to receive such moneys together with a penalty calculated as compound interest thereon at one percent (1%) per annum above the Commercial Bank rate at the time the payment falls due (with three monthly rests) from the Lessee.

PAYMENT INSURANCE PREMIUMS.

AND ALSO YIELD AND PAY unto the Lessor on demand by way of additional of a sum equal to all such sums as the Lessor may from time to time pay for insuring and keeping insured the premises against loss or damage by fire and other insurable risks in case the Lessee shall make default in insuring or keeping insured the premises pursuant to the covenants herein after contained.

- II. The Lessee hereby covenants with the Lessor as follows that is to say:-

PAYMENT OF RENTS.

- (a) That the Lessee shall during the continuance of the term hereby granted pay the said yearly rents hereby reserved at the times and in the manner herein provided without any deduction whatsoever including increased or revised rents as aforesaid notwithstanding any dispute action litigation or claim which may be in contemplation or before any court of law or other tribunal.

PAYMENT OF OTHER CHARGES.

- (b) That the Lessee shall from time to time and at all times during the said terms pay and discharge all rates taxes duties charges assessments and outgoing whatsoever which are now or may at any time hereafter be assessed charged levied or imposed upon or payable in respect of the premises or the use thereof or upon the Lessee and an apportioned part of any such moneys together with a penalty calculated as compound interest thereon at one percent (1%) per annum above the Commercial Bank rate at the time the payment falls due (with three monthly rests) from the Lessee.

Cont'd...P/7.

PAYMENT OF PORT DUES AND CHARGES.

- (c) The Lessee will be required to pay any and all dues and charges levied or charged by the Lessor in its capacity as the Port Authority in respect of any ship or craft or cargo or any part thereof whatsoever which the Lessee may be working upon own lease or use or which is within his/their control for the time being or which he/they is/are entitled to control own use lease or work upon whether directly or indirectly as may enter use pass repass lie at anchor in or be moored or moved or sunk in any of the waterways back waters or creeks below high water line. The Lessee shall also pay to the Port Authority such sums as it may levy upon him/them in respect of any ship or craft or cargo or any part thereof which may have been permanently or temporarily beached or otherwise be placed or lie upon the foreshore or any other place outside the limits of the premises. Such sums to be recoverable as if they were rent due hereunder. Such rights and powers reserved to the Lessor hereunder are without prejudice to any right powers or privileges conferred upon it by statute or any other regulation or provision whatsoever or reserved to it else where.

MAINTENANCE CHARGES.

- (d) The Lessor may charge and the Lessee shall pay all maintenance charges levied upon the premises in respect of the costs of providing such maintenance works and services in such proportion as the Lessor shall from time to time in its sole discretion deem fit and proper to charge in regard to the maintenance work carried out and the services provided for the common use of the Lessor the Lessee and the Lessor's other lessees upon its estate. The maintenance and other charges as per letter No. _____ Dated _____ (**Annexure**) shall be deemed to be in respect of maintenance of road, potable water supply, drains & sewerage. The maintenance charges shall be in addition to the cost of provision and maintenance of a fire fighting service, conservancy works, road and street cleaning and fighting, gas and electricity supply refuse collection and other work together with all like and other things at present or hereafter provided.

Cont'd...P/8.

ALL RISK INSURANCE.

- (e) To insure the premise with an insurance company to be approved in writing by the Lessor in a sum to be approval in writing by the Lessor and to keep the same so insured against loss or damage by fire flood tempest storm impact explosion earthquake damage by aircraft or articles dropped there from and all other insurable risks to the full reinstatement value.

REPAIRING COVENANTS.

- (f) That through out the whole term the Lessee will keep the premises and all parts there of and all authorised buildings and structures there on and additions there to and the compound walls there of and all the fixtures drains night soil and other pipes and wires and sanitary and water apparatus there of in good and substantial repair and conditions.

AMENITY COVENANTS AND ARBORICULTURE.

- (g) Without prejudice to the generality of Clause (II) sub-clause (f) above the Lessee will through out the term hereby granted perform and observe the Amenity covenants specified in the second schedule here to and shall carry out and maintain an arboricultural scheme approved by the Lessor within six months of the date of this demise.

DECORATION COVENANTS.

- (h) That the Lessee shall paint grain varnish whitewash and colour all of the external wood plaster cement brick stone concrete and ironwork and other parts usually painted grained varnished whitewashed or coloured of the premises once in every fifth year at least of the said term and also on the last year howsoever determined with two coats of good quality paint of other suitable materials in a good and workman like manner and once in every seventh year at least of the said term and also in the last year howsoever determined paint grain paper varnish whitewash or colour in the manner all the inside parts of the premises usually painted papered varnished whitewashed and coloured.

Cont'd...P/9.

YIELD UP OR RENEWAL OF LEASE.

- (j) That the Lessee will at the expiration or sooner determination of the said term quietly yield up the premises unless the Lease is renewed for an other ____ years our such terms and conditions as may be mutually agreed by the parties. Should no new lease be granted the Lessor may require the Lessee to clear the premises at the Lessee's own expense of all or any buildings or structures or works or any part or parts there of as the Lessor may deem fit and shall give notice in writing to the Lessee to that effect such notice to be served upon the Lessee by registered post at least one calendar month before the expiration or sooner determination of this lease in which case the Lessee shall leave the premises so cleared of buildings or structures or works or such part or parts there of as are specified in the notice and leave premises levelled and cleared of all obstructions and clean and tidy at the date of such determination.

Should the Lessor decide in its sole discretion that any buildings or structures or works or part or part there of shall remain upon the premises after the date of determination the Lessor shall give notice to that effect to the Lessee, the notice to be in writing and served upon the Lessee by registered post at least one calendar month before the date of such determination and if the Lessor so elects the buildings structures and works or part or part there of being in such condition as specified in sub-clauses (II) (f), (g) & (h) herein. In the event that the Lessor so requires the Lessee to leave such things as aforesaid the Lessor shall pay to the Lessee a sum equivalent to the Lessors own assessment of the estimated market value of any salvageable material after the deduction of the Lessor's estimate of the costs of reclamation transport and selling the salvageable material and leaving the premises levelled and cleared and clean and tidy.

INSPECTION AND NOTICE OF DISREPAIR.

- (k) That the Lessee shall permit the Lessor and/or their officers, structures or agents with or without workmen and others at reasonable business hours and after seven days notice in writing to enter upon the premises and every part there of view the state and condition of the same and if some fault or disrepair or breach of the repairing or decoration covenants be discovered the Lessee shall carry out the repairs or other works as may be directed or required by notice in writing from the Lessor to remedy the breach.

Cont'd...P/10.

COMPLIANCE WITH NOTICE OF DISREPAIR.

- (l) That the Lessee will within two months after every such notice aforesaid substantially repair and make good to the satisfaction of the Lessor all defects decays and wants or reparation to the premises as directed and required as aforesaid at their own costs absolutely and in default the compliance with the said notice the Lessor may enter and carry out or cause to be carried out such repairs at the Lessee's own cost. All costs incurred by the Lessor shall be recoverable on demand or in default of payment to be recoverable as if they were rent due here under.

ALTERATION AND ADDITION.

- (m) That the Lessee shall not at any time during the said term erect or permit to be erected any building structure or erection or make any alteration or addition to any building structure or erection whatsoever in or upon the premises or any part there of other than internal partitions and other internal works of a non-structural nature or make or change the existing external design or appearance of the premises except upon such terms and conditions as the Lessor may decide and in accordance with plans elevation sections and specification previously submitted to and approved by the Lessor and upon payment of the Lessor's fee as laid down by it from time to time nor make any access to the adjoining roads without the prior consent in writing of the Lessor and in the event of a breach of this condition becoming apparent to the Lessor then the Lessor shall thereupon be at liberty and at the Lessee's expenses to remove all such unauthorised building structure erection alterations and additions as may be found and recover the costs from the Lessee as if they were rent reserved here in.

DANGEROUS STRUCTURES.

- (n) In the event that a building or structure or any part there of shall be or become neglected or dangerous the Lessor shall be at liberty to enter upon the premises and at the Lessee's expense demolish support repair and/or rebuild as in the opinion of the Lessor shall be necessary and recover the costs from the Lessee as if the same were rent reserved here in.

Cont'd...P/11.

SIGNS.

- (o) Not to exhibit on the exterior of the walls or roofs or any part of the demised premises or of any building or structure thereon any electric or illuminated sign signboard or hanging sign fascia advertisement display card sky sign or lettering except such as may previously have been approved in writing by the Lessor and upon payment of the Lessor's fees as laid down by it from time to time in this connection and in default the Lessor may enter and remove the same at the Lessee's cost as if the same were an un-authorized new building.

CHANGE OF USE.

- (p) Not at any time during the said term use or permit or suffer to be used the premises or any part there of for any purpose other than that of _____ without the previous consent in writing of the Lessor which consent if granted shall be on such terms and conditions as the Lessor alone shall decide.

LIVING ACCOMMODATION.

- (q) Not to allow labourers workmen or other to live upon the premises except if specially approved by the Lessor and even then only in an area or areas approved by the Lessor and in accommodation constructed to the Lessor's satisfaction specially of that purpose.

MINERALS.

- (r) Not to sell or dispose of any earth clay gravel or mineral of any kind from the premises or permit or suffer any of the same to be removed. The ownership of all these things shall remain vested in the Lessor.

NUISANCE AND POLLUTION.

- (s) Not to permit or suffer to be done in or upon the premises or any part there of any thing which may be or become a nuisance or annoyance to the Lessor or the Lessees or occupiers of neighbouring land or any other person whatsoever nor to allow any dense smoke offensive vapours gas or particles to emit from the premises nor to encroach or allow other to encroach upon any other land than that within the boundaries of the premises. The Lessee shall provide all requisite equipment materials and things

Cont'd...P/12.

and do all things necessary to prevent soiling despoliation or pollution of the atmosphere waterways backwaters foreshores beaches or land within or outside the premises but should any such soiling despoliation or pollution occur whether it arises through negligence or improper use or bonafide use or from any other cause or should any such nuisance or annoyance or encroachment occur then the Lessee shall do all necessary to eliminate the same and shall desist from all things causing or likely to cause anything in contravention of this subsection and upon written notice from the Lessor or any contravention there of the Lessee shall forthwith execute all works called of and do all things necessary to prevent such contravention and in default of this the Lessor may execute all such works and do all things called of at the Lessee's cost and expense recovering such costs and expenses as though they were rent reserved here in.

Should there be any encroachment in contravention here of the Lessor will be entitled to recover from the Lessee a sum equivalent to Rs.100 (Rupees one hundred only) or such enhanced sum or may be notified by the lessor per square meter per day of the area covered by such encroachment and the Lessor shall have the right to recover such sum as provided herein.

ASSIGNMENT.

- (t) The Lessee shall not mortgage transfer or assign any right title or interest or part with possession of the premises or part thereof without the prior consent in writing of the Lessor which consent shall be at the absolute discretion of the Lessor and in the event of the Lessor granting consent the Lessee shall be liable for payment of any fee that may be levied by the Lessor in connection with such consent and shall continue to be liable for the performance of the several agreements conditions and stipulations here in contained until grant of the lease here in before referred to PROVIDED ALWAYS THAT any such consent shall not relieve the Assignee hereof from complying to and with the full provisions of this agreement and any such grant shall be on such terms and conditions as the Lessor shall alone determine. Should any such mortgage or assignment be executed directly or indirectly by reconstitution or by any other means in breach hereof this agreement shall automatically stand terminated save in so far as any claim or claims or any other remedy open to the Lessor hereunder are concerned.

Cont'd...P/13.

LAWS & SANITARY REGULATIONS.

- (u) (i) Comply with all byelaws rules and regulations laid down in any way relating to health and sanitation which may be in force from time to time or at all times and to the Lessor's satisfaction the Lessee shall provide sufficient sanitary accommodation for the labourers and workmen and other employed upon the premises. The Lessee shall ensure that adequate suitable and water-tight sanitary drainage and sewerage works are carried out and maintained in good repair and condition. The Lessee shall forthwith after receiving notice from the Lessor carry out all necessary repairs improvements or such other works as the Lessor may deem fit and in default of the Lessee complying with such notice the Lessor may at its discretion forthwith enter upon the premises and take possession and close down all operation thereon without prejudice to its other legal rights and remedies whether provided here in or not.

- (ii) At his / their own cost comply with all requirements of or made under or deriving validity from any Act or Order or any regulations made thereunder or any rule regulation or requirement of the Lessor or any other competent authority which is now or may hereafter come in to force whether as to the premises or any employment there in of any person or in connection with any fixture machinery plant or chattel there in not to do or omit to do or permit or suffer to be done or omitted to be done anything in or about the premises whereby the Lessor may become exposed to the liability to pay any penalty damages compensation costs charges or expenses and to keep the Lessor indemnified against all such liabilities.

- (iii) Upon receipt of any notice order direction or other thing from a competent authority affecting or likely to affect the premises whether the same shall be served directly on the Lessee or the original or a copy thereof be received by any other person whatsoever the Lessee will so far as such notice order direction or other things or the Act regulations or other instrument under and by virtue of which it is issued or the provisions thereof required the Lessee to do so comply therewith at the Lessee's own expense and will forthwith deliver to the Lessor a copy of such notice order direction or other thing.

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TOWN PLANNING SCHEMES.

- (iv) At all times during the subsistence of this lease comply with all requirements of or having validity under any planning or other schemes which may now or from time to time be adopted by the Lessor or any other competent authority or any modification thereof now or for the time being in force and any rules regulations orders and directions made thereunder.

INFRASTRUCTURE

- (v) Not the require the Lessor to provide any infrastructure except roads, potable water supply, drains and underground sewers. The Lessee may after obtaining the written approval of the Lessor procure to the satisfaction of the Lessor any infrastructural elements to satisfy his/their own needs at his/their own cost and expense provided that the use of these or any of them may not be reserved to the Lessee alone. The Lessee shall maintain the infrastructural elements procured by him/them in good repair and condition and in default the Lessor may at any time repair them or cause them to be repaired and carry out any maintenance work which the Lessor may consider necessary.

FIRE PRECAUTIONS

- (w) Comply with all orders of regulations issued by the Lessor or any competent authority in respect of fire precautions on or at the premises.

DISCHARGE OF ANY TRADE OR THEIR EFFLUENT

- (x) Not to discharge from the premises any trade or other effluent without the prior written authority of the Lessor and the Lessee shall comply from time to time and at all times and in all respects with such rules regulations and requirements as are now or in the future may be laid down by the Lessor in its sole discretion in regard to trade and/or other effluent. The Lessee shall provide to the Lessor as often as the Lessor may require samples and test reports of effluent being discharged from any machine process building land or any other thing or place whatsoever and also shall furnish the Lessor with any bio-data required by it for analysis testing study or any other purpose. The Lessor shall have the right and liberty to enter upon the premises with or without notice during business or working hours and take away such samples and carry out such tests on or all the premises as the Lessor in its sole discretion may require.

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The Lessee shall provide all plants equipment drains chambers or other things and carry out any treatment or pre-treatment of trade or other effluent as the Lessor in its sole discretion may require. Should the Lessor be satisfied in any respect whatsoever that effluent being discharged on or from the premises is not in its opinion of a suitable nature content temperature condition or quantity or in any way does not comply with its rules or regulations which it shall alone have power to lay down then the Lessor shall have the right to enter upon the premises at any time and close down immediately to whole or any part of the Lessee's operation process making manufacturing or any or all activities thereon as it may at its sole discretion decide.

Notwithstanding the foregoing the Lessor shall not be in any way liable or responsible to the Lessee or any third part for any loss or damage, which may arise or be incurred as a direct or indirect result of the exercise of its powers set out herein.

The Lessee shall be solely responsible for any injury or damage caused to any person property or thing arising out of the discharge of effluent on or from the premises and shall keep the Lessor indemnified against any claim or action arising therefrom. Toxic and other hazardous waste effluent will be suitably treated by the Lessee prior to discharge in to the sewerage/drainage system laid by the Lessor.

**SEPARATE AGREEMENT
REGARDING DISPOSAL
OF DANGEROUS SUBSTANCES**

- (y) The Lessee shall where the Lessor deems it necessary enter into a separate agreement regulating the discharge and/or disposal of dangerous or noxious substances trade and/or other effluent couched in such terms and including such provisions and conditions as the Lessor alone may decide.

EASEMENT.

- III. The Lessee shall not be or become entitled to any right of access or light or air to the premises or to any other right privilege or easement save as here in specifically granted which would restrict or interfere with the use of any adjoining or neighbouring land or building or any other purpose.

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NON-PAYMENT.

- IV. If the said rent hereby reserved or any part there of or any other moneys due under this demise shall be unpaid for the period of 15 days next after any of the days here in before appointed for payment (whether the same shall have been legally demanded or not) or if default shall be made in the performance or observance of any of the covenants or conditions here in contained or the Lessee shall suffer any distress or execution to be levied on the Lessee's goods then and in any such case if shall be lawful for the Lessor or any person or persons duly authorised by it in that behalf to re-enter upon the premises or any part thereof to have and again repossesses and enjoy as in its first and former estate anything here in contained to the contrary notwithstanding and thereupon the term hereby created shall cease without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee.

PUBLIC LIABILITY INSURANCE

- V. The Lessee hereby agrees to indemnify and keep indemnified the Lessor from and against all liability in respect of loss damage actions proceedings suits claims demand costs damages liability and expenses in respect of any injury to or the death of any person damage to any property movable or immovable the infringement, disturbance or destruction of any rights easements or privilege or otherwise by reason of or arising in any way directly or indirectly out of the repair state of repair condition of the aforesaid premises and to effect or cause to be effected the necessary third party and public liability insurance with an insurance company to be approved by the Lessor in the joint names of the Lessee and the Lessor to cover this indemnity and at least in such minimum sum as shall be determined by the Lessor from time to time and to provide such policies and receipts for premiums to the Lessor as required in respect of the all risks insurance.

INSOLVENCY OR BANKRUPTCY.

- VI. Should the Lessee being a company go into or be taken into liquidation by institution of legal proceeding or in any other manner or commit any act of insolvency or bankruptcy or the Lessee being an individual or partnership be adjudged insolvent or bankrupt or enter into any arrangement with his/their creditors this lease shall terminate forthwith and the Lessor shall be entitled to re-enter and take possession of the premise without notice and shall have first charge lien and priority over and in respect of the Lessee's properties goods chattels and assets thereon to the full extent on the Lessor's claim.

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PEACEABLE ENJOYMENT

- VII. The Lessor hereby covenants with the Lessee that the Lessor paying the rents herein before reserved and performing and observing the covenants and conditions and agreements on the part of the Lessee herein before contained shall and may peaceably and quietly hold and enjoy the premises for the term hereby granted without interruption from or by the Lessor or any person lawfully claiming through or under them.

SERVICE OF NOTICE

- VIII. Any notice decision direction approval authority permission or consent which may be given by the Lessor under this lease shall be valid and effectual if signed by the Lessor or such officer or agent as the Lessor may from time to time designate for the purpose and shall be deemed to have been validly served on or conveyed to the Lessee if posted at the premises and is certified as having been so posted by an employee of the Lessor and any such notice required to be served upon the Lessor shall be effected by the Lessee by sending the same by prepaid registered post to the Lessor's chief office where it shall from time to time be located.

LAW APPLICABLE.

- IX. All rights, obligations and liabilities of the parties shall be governed in accordance with the terms of this lease and the Transfer of Property Act, the Port Qasim Authority "Act 1973" and the rules framed thereunder, the Ports Act 1908 and the Port Authorities Lands and Buildings (Recovery of Possession) Ordinance 1962, the Port Qasim Authority lands and Buildings (Recovery of Possession) Rules 1975 and Magistrates conferred with jurisdiction thereunder shall have full power and jurisdiction to enforce any claim right liability or obligation of the parties hereunder.

COSTS AND CHARGES.

- X. The Lessee shall pay to the Lessor upon the signing hereof all its costs in preparing this lease including legal fees a negotiation fee and fees in respect of approval of plans and the inspection by the Lessor as the work proceeds in accordance with the schedule of fees as laid down by the Lessor from time to time. The Lessee shall arrange to obtain proper stamp paper for execution of this indenture and shall also pay the registration charges.

Cont'd...P/18.

STATUTES & BYELAWS.

XI. The lessee shall carry out the whole of the works in accordance with any relevant statutes byelaws regulations or rules governing the works as laid down/prescribed by the Lessor and/or any competent authority or body subject to the Lessee having obtained the necessary approvals or consents.

TERMS OF AGREEMENT TO LEASE.

XII. The Terms of the Agreement to lease earlier signed by the Lessor and Lessee in-so-far as they are not reflected in this lease shall be deemed to form part of and be read along with this lease.

MASTER CLAUSE.

XIII. PROVIDED ALWAYS that the lessor reserves the right to withdraw/cancel/revoke the allotment of the Lessee if Lessee commits any breach or violates any of the terms & conditions agreed upon between the Lessee and the Lessor under this agreement or any other agreement, or if in the opinion of the lessor, purpose for which allotment was accorded is not being fulfilled. It is further provided that Lessor also reserves the right to amend/modify the terms of this agreement as and when considered necessary.

IN WITNESS WHEREOF: The parties hereto have affixed their respective hands and seals to this Agreement on the day, month and year first above written.

LESSOR

LESSEE

Enclosures:

- | | | |
|----|-----------------|--------------------------------------|
| 1. | Appendix "A" | Allotment letter / Letter of Intent. |
| 2. | Appendix "B" | Authorization Letter. |
| 3. | Appendix "C" | Site Plan. |
| 4. | First Schedule | "Agreement to Lease". |
| 5. | Second Schedule | "Schedule of Amenity Covenants". |

WITNESSES:

1. _____.
2. _____.

SECOND SCHEDULE REFERRED TO AND ANNEXED TO THE LEASE.

SCHEDULE OF AMENITY COVENANTS.

1. To keeps in good order and repair any hard standing provided for the parking of motor vehicles and any other land forming part of the premises and used for car parking or otherwise not covered with authorised buildings.
2. Not to stack or deposit boxes cartons crates or containers of any description or other materials on any portion of the premises used for access purposes or car parking.
3. Not to form any refuse dump or rubbish heap on the premises but to remove not less frequently than once every three days all refuse scrap tins cans bottles boxes and other containers or packaging materials which may have accumulated on/or in the building or on the premises and generally in conformity with the preceding paragraph here of to keep such parts of the premises as remain for the time being un built upon clean and in good order PROVIDED that nothing here in shall prevent the storage in neat and proper order upon any parts of the premises as aforesaid or any material returnable packing cases boxes or other protective covering used by the Lessee in connection with his/their operations.
4. Not to use or suffer to be used the premises or any part thereof for the manufacture or storage of beers, wines spirits or intoxicants.
5. The Lessee shall not permit his / their own vehicles or those of his / their servants and workmen or any other persons visiting the premises to cause any obstruction on any adjoining road and ensure that vehicles belonging to the Lessee or other persons as aforesaid shall observe all regulations and instructions made or given by the Lessor with regard to the parking of vehicles on the said roads or in spaces reserved for the parking of vehicles.
6. Not without the consent in writing of the Lessor make any access way through the compound walls of the premises.
7. Not at any time to load or permit or suffer to be loaded any part of the floor of any building or erection standing and being on the premises or any part of the roof of any such building or erection to a weight in excess of that for which it shall be designed which shall in opinion of the Lessor constitute a danger to the said building or floors there of.

LESSOR

LESSEE

Annexure – 6.

LICENCE AGREEMENT.

THIS AGREEMENT made this _____ day of the month of _____ of the year one thousand nine hundred and _____ BETWEEN the PORT QASIM AUTHORITY, incorporated and established under the Port Qasim Authority Act, 1973 (Act XLIII of 1973), (hereinafter called the “Licensor” which expression shall wherever the context so admits include its successors in interest assigns and such person for the time being entitled to the reversion immediately expectant on the term hereby agreed to be granted) of the one part AND M/s. _____ a company incorporated under the companies ordinance 9184 whose registered office is situated at _____ (hereinafter called the “Licensee” which expression shall wherever the context so admits include his / their successor in interest) of the other part represented by _____ duly authorised vide letter No. _____ dated _____ appended as Appendix B here to.

Cont'd....P/2.

WHEREAS the Licensor is the lawful owner of and/or otherwise well and sufficiently entitled to all that piece or parcel of land more particularly described hereunder (hereinafter referred to as the "Licensor's Property"). Viz:

ALL THAT piece or Parcel of land bearing the number _____ and measuring _____ square meter or thereabouts situate in the Port Qasim Area and within the jurisdiction of Port Qasim Authority Police Station within the registration district and sub-district of Karachi more particularly delineated and coloured pink upon the plan annexed hereto and bounded as follows:

On the North by _____.
On the South by _____.
On the East by _____.
On the West by _____.

(hereinafter referred to as "The Site").

WHEREAS the last Licence of the Licensee in respect of Plot No. _____ at _____ hereinafter called the "Premises" expired on _____ AND WHEREAS the Licensee applied for renewal of Licence for eleven months commencing from _____ AND WHEREAS THE Licencing Authority has acceded to the request of the Licensee and agreed to grant him the Licence commencing from _____ and expiring on _____ on the terms and conditions hereinafter expressed.

NOW IT IS HEREBY AGREED between the parties hereto that the following shall be the terms and conditions of the Licence:-

1. The Licensee is permitted to use the premises for the purpose of _____. The Licensee shall not allow any thing of inflammable nature to be kept in the premises nor shall be sell any wines, beer, or other spirituous liquors within the premises, nor shall be use the premises as a dwelling house nor put it to another use except as stated above.
2. The Licensee shall pay eleven months rent in advance to the Port Qasim Authority amounting to Rs. _____ as Licence Fee @ the rate of Rs. _____ per month with 5% annual compounded increase. Next increase due on _____ for the premises in consideration of the permission hereby granted.
3. If the said demand be not paid on the date the same became due interest at the rate of (one percent) per annum above the Commercial Bank Rate with Quarterly rests (Compound interest) or at such higher rate of interest as is charged by the banks and prescribed by the State Bank of Pakistan from time to time shall be charged upon the said demand in arrears until payment.

Cont'd.....P/3.

4. In the event of a default in the payment of Licence fee and/or the rates, taxes, charges, assessments, duties, impositions and other outgoings for a week next after the same shall have become due (whether legally demanded or not) it shall be lawful for the Licencing Authority without prejudice to any other remedy open to it to recover such arrears together with interest at the rates specified above.
5. The Licencee shall not carry out any repairs or alterations to the existing structures nor shall erect new structures without first obtaining the permission of the Licencing Authority in writing and subject to such conditions as the Licencing Authority may impose.
6. The erection of such structures or additions or alterations shall not confer on the Licencee any right whatever to in or over the structures on the termination of this Licence, whether by efflux of time, revocation or otherwise. However, the Licence shall forthwith remove any structures if so required by the Licencing Authority and shall clean up the site at the cost of the Licencee or may retain as its absolute property free from all claims and encumbrance whatsoever all structure found on the premises.
7. The Licencee shall be responsible to keep the premises and the area adjacent to the premises in a clean and sanitary condition to the satisfaction of the Licencing Authority. The Licensee shall observe all Municipal Rules and Regulations in regard to health and sanitation etc.
8. The Licencee shall be responsible for any damage done to the premises by him or his salesmen or customers and shall be liable to pay to the Licencing Authority the cost of restoration of the premises so damaged as assessed by the Licencing Authority whose decision in this respect shall be final.
9. Any assignment or sub-Licencing of any right conferred by this Licence and/or of the whole or any part of the premises in which the Licencee carries on his business under this Licence or the whole or part of other structures erected thereon is absolutely prohibited.
10. The Licencee shall be responsible for prompt payment of charges for water and electricity etc. if they are supplied to him by the Licencing Authority in addition to the License Fee mentioned hereinbefore.
11. The Licensee shall keep the Licencing Authority fully indemnified against any loss or damage whatsoever which the Licencing Authority may suffer on account of any act or ommission on the part of the Licencee or his salesmen in the exercise by him or them of any of the right under this Licence.
12. Nothing herein shall amount to or be construed as a demise or agreement to take a demise of premises or land or any part thereof.

Cont'd...P/4.

13. This Licence shall in no way entitle Licencee to claim its re-issuance in subsequent period.
14. The Licencee shall not do, cause, permit or suffer upon the premises anything which may be or become a nuisance or may cause annoyance, damage, prejudice or inconvenience to the PQA Administration or their tenants or the occupiers of neighbouring premises or which may, in the opinion of the Licencing Authority be undesirable.
15. This Licence shall in no way be transferable.
16. The Licencing Authority reserve the right to issue at its discretion as may Licencee to other parties for aforesaid or any other purposes as he considers fit and this Licence shall not in any way confer any monopoly in trade to the Licencee.
17. The Licencing Authority at its discretion and without assigning any reason shall have the right at any time by one month's previous written notice to revoke and cancel this Licence whereupon this Licence shall cease and the Licencee shall be entitled to no compensation.
18. The Security Deposit of Rs. _____ (equal to eleven months rent) is for the faithful performance of the terms and conditions of Tender/Allotment/Licence. This Security will be forfeited to the Board in case the Tenderer does not execute the Licence within the time prescribed by the Estate Department or commits breach of any conditions of the Allotment/Licence or fails to take the Licence of the plot for the specified or surrenders possession of the plot before the period of Allotment/Licence expires. Besides forfeiting the Security Deposit the Board will also be within its right to recover from the successful Tenderer/Licencee damages, if any, for the loss it may suffer due to the non-fulfillment of the terms of Allotment/Licence by the Tenderer / Licencee.
19. The Licence shall pay the stamp duty both on the Licence and its Counterpart.
20. Should the Licensee fail to observe, perform, fulfill or abide by one or more of these terms or should be fail to make payment of the Licence Fee and taxes within one week after the same became payable (whether legally fully demanded or not) the Licencing Authority may summary without notice, at any time during the currency of the Licence and without prejudice to any other rights or remedies to which the Licencing Authority may be entitled under this Licence or the Port Qasim Authority Act or byelaws, revoke and cancel this Licence whereupon the rights and privileges conferred on the Licencee by this Licence shall cease without any compensation and he shall forfeit the Security money of Rs. _____ (Rupees _____) which he has deposited for due performance of the terms and conditions of this Agreement in whole or part as decided by the Licencing Authority in his discretion.

Cont'd.....P/5.

21. The Licencing Authority may on a request from the Licence condone any breach and regularise it in lieu of valuable consideration paid on such terms and conditions as he may in the circumstances of the case deem fit.
22. On termination of the Licence whether by revocation or otherwise, the Licence shall if called upon by the Licensing Authority forthwith remove structures if any put up by him with permission as provided in Clause 3 above, and shall vacate and clean up the premises and surroundings thereof to the satisfaction of the Licencing Authority. In the event of the Licence failing to do so the Licencing Authority shall eject the Licence and remove the structures and clean the premises and surroundings thereof at the cost of the Licencee and such cost shall be recoverable from the Licencee.
23. Any notice to be served under this Licence shall be deemed to have been sufficiently served on the Licensee if left at the premises in respect whereof Licence granted. If a notice is sent by post it shall be deemed to have been given/delivered at the address to which it is sent no sooner it is put to the post.
24. If at any time the plot is affected by any development scheme of the Board or is required for Board's own use, the Board may resume possession of the plot whereupon the Licencee shall vacate and hand over vacant possession of the plot to the Board without compensation within the prescribed time.
25. PROVIDED ALWAYS that the Licensor reserves the right to withdraw/cancel/revoke the allotment of the Licencee if Licencee commits any breach or violates any of the terms & conditions agreed upon between the Lessee and the Licensor under this agreement or any other agreement, or if in the opinion of the Licensor, purpose for which allotment was accorded is not being fulfilled. It is further provided that Licensor also reserves the right to amend/modify the terms of this agreement as and when considered necessary.

IN WITNESS WHEREOF: The parties hereto have affixed their respective hands and seal to this agreement is the day month and year first above written.

Enclosures:

1. Appendix "A" Allotment Letter.
6. Appendix "B" Authorisation for representative of Lessee.
7. Plan.
8. Schedule

LICENSOR

LICENSEE

WITNESSESS:

8. _____.
9. _____.

Annexure – 7.

WAY LEAVE LICENCE / RIGHT OF WAY (ROW) LEASE AGREEMENT.

THIS AGREEMENT made this _____ day of the month of _____ of the year one thousand nine hundred and _____ BETWEEN the PORT QASIM AUTHORITY, incorporated and established under the Port Qasim Authority Act, 1973 (Act XLIII of 1973), (hereinafter called the “Licensor” which expression shall wherever the context so admits include its successors in interest assigns and such person for the time being entitled to the reversion immediately expectant on the term hereby agreed to be granted) of the one part AND M/s. _____ a company incorporated under the companies ordinance 9184 whose registered office is situated at _____ (hereinafter called the “Licensee” which expression shall wherever the context so admits include his / their successor in interest) of the other part represented by _____ duly authorised vide letter No. _____ dated _____ appended as Appendix ___ here to.

Cont'd....P/2.

WHEREAS the Licensees had requested for permission to lay _____ hereinafter referred to as the "Pipeline" or which was laid by them at their own expenses through the Board's Estate described in the Schedule stated hereunder and more particularly delineated in the Plot No. _____ dated _____ annexed hereto situated within the jurisdiction of _____ Police Stations and in the Registration District of Karachi East and whereas the Chairman / Board have permitted the laying of the Pipeline by the Licensees / Lessees upon the terms and conditions hereinafter contained, NOW THIS LICENCE / LEASE WITNESSETH AS FOLLOWS:

- (1) The Licensees / Lessees shall pay in advance to the Authority for the Pipeline eleven months rent annual lease rent of Rs. _____ (Rupees _____) only in eleven months/yearly advance calculated @ Rs. _____ (Rupees _____) per square meter per annum with 5% annual compounded increase. Next increase due on 1st. July _____. (The area of the pipeline being the product of the length of the pipeline and its external diameter) vis: _____ square meter without any deductions for the period commencing from _____ and codetermining with the lease of plot No. _____ Oil Installation area on _____ and that in the event of the Chairman/Board determining the rights of the Licensees/Lessees as hereinafter provided they shall nevertheless pay the said fee viz Rs. _____ (Rupees _____) only in respect of the year or any part thereof for which the pipeline or any part thereof may be retained on the Board's Estates. If the said fee be not paid in advance year in any year then without prejudice to the right of determining this Licence/Lease as hereinafter contained, interest at the rate of 1% (One percent) per annum above the Commercial Bank rate with quarterly rests (Compound interest) or at such higher rate of interest as is charged by the Banks and prescribed by the State Bank of Pakistan from time to time be charged upon the said fee in arrears from the expiration of the said first day of Commencement of payment until payment is made.
- (2) The Licencees shall promptly pay to the Board or as the Board may direct all rates, charges, assessments, duties, impositions and other outgoings whatsoever, now or hereinafter during the said term to become payable in respect of the pipeline or any part thereof, whether to the Board, Government the Karachi Metropolitan Corporation or otherwise.
- (3) The Licencee / Lessee shall lay or relay the pipeline along the route strictly in accordance with the approval plan. No relaying, change of route or extension shall be made unless plan therefor is approved in advance by the Port Qasim Authority.
- (4) The Licencee/Lessee shall obtain permission from the Pakistan Railway for crossing the Railway Line, and D.G.M (P & D), PQA's permission while crossing the PQA Railway Siding.

Cont'd.....P/3.

- (5) The Licencee/Lessee make all arrangements for traffic safety during day and night and provide efficient lighting and watchmen during the period they carry out laying or any repairs or realignment of the pipeline and shall not disturb any of the Railway lines without consulting the D.G.M(P&D) of PQA, and whenever any of the track is disturbed they shall restore the same immediately in consultation with the said D.G.M (P & D).
- (6) The Licensees/Lessee shall comply with the requirements of the Pakistan Railways and/or the P.W.I, PQA for crossing the Railway Tracks and exercise due care not to damage or interfere with underground services laid in the area, and shall make proper sleeve arrangements in the portion of the pipeline situated under the road and rail tracks.
- (7) The Licensees/Lessee shall be responsible for all damages caused to the roads, culverts, underground services etc. in connection with laying, repairs, re-alignment and maintenance etc. of pipeline and its supports.
- (8) The Licensees/Lessee shall not use Caterpillar Tractors in connection with the laying, repairs or realignment work and will use mobile trucks with pneumatic tyred wheels only and shall take all necessary precautions in not disturbing any underground cables, pipe-sects etc. encountered during laying, repairs and re-alignment of their pipeline. Any damage will be the liability of the Licensees/Lessee.
- (9) Except in the case of emergency the Licensees/Lessee shall give fifteen days notice before carrying out repairs or realignment of the pipeline. They shall not excavate unduly long trenches for laying or repairs or re-alignment of the pipeline. The length of any dug-up trench shall not exceed 60 meters at a time.
- (10) The Licensees/Lessee shall fill back the trenches immediately after the work of laying, repairs, or re-alignment of the pipeline is completed and the filling shall be laid in layers not exceeding 9 inches thick and properly consolidated. The earth cushion on the top of the pipeline shall not be less than 92 meters.
- (11) The surplus material, if any, shall be removed by the Licensees/Lessee immediately to a point in the vicinity as indicated by the Board's Engineers and should the Licensees/Lessee to do so, the work will be done by the Board's Engineer and the cost of so doing recovered from the Licensees/Lessee.
- (12) The Licensees/Lessee have deposited with Board a sum of Rs. _____ (Rupees _____) only (equal to eleven months rent) as Security for faithful performance of the terms and conditions of the Licence/Lease and proper up-keep and maintenance of the pipeline thereafter shall be forfeited for breach of any condition of this Licence/Lessee. The same may be refunded to the Licensees/Lessee without interest on removal of the pipeline from PQA land to the satisfaction of the Board's Engineer or on the expiry of this Licence/Lease by effluxion of time, provided there be no breach of any condition herein contained.

Cont'd.....P/4.

- (13) The Licensees/Lessees shall lay, relay, realign, repair and maintain and keep at their own expense the pipeline in good order and condition to the satisfaction of the Board or their Engineers along the routes shown on the plan hereto annexed or on the plan approved from time to time.
- (14) The Board shall grant to the Licensees/Lessees the necessary security required for peacefully operating the pipeline and a right of access to it for maintenance purpose.
- (15) The Licensees/Lessees shall on demand from time to time of the Board or their Engineer or the Chief Inspector of Explosives, Government of Pakistan, at their own expense provide necessary protective measures as they may be considered desirable for the pipeline.
- (16) The Licensees/Lessees shall strictly ensure that there is no leakage of Oil from pipeline and make suitable arrangement to collect and remove the leaked oil, if any to prevent its being washed into the sea. No oil or water mixed with oil shall, in any circumstances, be thrown pumped on shore or allowed to flow into the harbour waters through any source on shore whatsoever.
- (17) The Board shall not be responsible for any damage of whatsoever kind caused to the pipeline by any roller consolidating roads over or near the alignment or position or any road or railway traffic which may pass over or near it at any time or by any settlement of the land, erosion, wave land slide, subsidence or any other cause whatsoever.
- (18) The Licensees/Lessees shall make full compensation for any loss or damage to any person or property caused by laying or the use of the pipeline and adjunct or its re-alignment, repairs etc. or caused by any act, omission or negligence of the Licensees /Lessees their servants, workmen or otherwise, in their employ, under or in pursuance of these presents, or in connection with the pipeline.
- (19) The Licensees/Lessees shall be responsible for all damages done to the property of the Board and to any other property in the vicinity of the pipeline and to any underground services in the vicinity as well as injury to the public resulting from its laying, realignment, repairing or operation.
- (20) The Licensees/Lessees shall lay, relay, realign, repair and make deposit within one week if called upon by the Board to defray the cost of any damage or injury caused to any property or person as specified under Conditions No.18 & 19 by the use of the pipeline and adjunct and/or during their pipe laying operations, repairs or re-alignment.

Cont'd.....P/5.

- (21) Should the Board at any time undertake any expansion or development work and/or for any cause whatsoever consider necessary the removal and/or diversion of the pipeline, the Licensees/lessee shall, on a notice in writing being given by the Board's Engineer, remove and/or divert at their own risk and expense the afore-mentioned pipeline within such time as may be allowed by the Board's Engineer, and anything not removed and/or diverted within the period allowed shall vest in and be the absolute property of the Board free from all claims whatsoever, and the Board may cause to remove and/or divert the same and recover the cost of so doing from the Licensees/Lessees.
- (22) Should at any time it be considered necessary by the Board's Engineer that the pipeline be shifted or altered in position or direction to fit in with the PQA expansion or development scheme and/or for any cause whatsoever, the Licensees/Lessees shall on a notice being given by the Board's Engineer, shift or alter the position or direction, protect or relay or realign the pipeline on the new alignment at their expense as indicated by the Board's Engineer within such time as may be specified in the notice. Should the Licensees/Lessees fail to alter the position or direction or protect or relay the pipeline as required by the Board's Engineer, the Board may, in its absolute discretion, carry out such changes in the position and/or direction of the pipeline, relay, realign or protect, as may be considered necessary, at the risk and cost of the Licensees/Lessees and recover the cost of doing from the Licensees/Lessees.
- (23) In the event of Licensees/Lessees failing to pay the Licence Fee hereby reserved or any outgoings payable in respect of the pipeline after the same shall have become payable (whether legally demanded or not) or committing any breach of any one or more of the terms of the Licence, the Board shall be at liberty, without prejudice to any other rights that they may possess, by notice to the Licensees to terminate the License/Lease and forfeit the Security Deposit and thereupon the same shall cease and the Licensees/Lessees shall remove the pipeline at their expense within the time allowed by the Board's Engineer and put the place in good order and condition to the satisfaction of the Board's Engineer. If the Licensees/Lessees fail to do so the pipeline shall vest in and become the absolute property of the Board and the Board may either take possession of the pipeline or may remove the pipeline and put the place in good order and condition as aforesaid recovering the cost of so doing by the sale of the pipeline and/or from the Licensees/Lessees in any manner deemed fit.

The Board shall, on a request from the Licensees/Lessees, have full authority to condone the breach for valuable consideration paid on such terms and conditions as the Board may, in the circumstances of the case, deem fit.

- (24) Nothing contained in these presents shall be construed as a demise at law so as to give the Licensees/Lessees any legal right or interest in PQA land except for the purpose of fulfilling this Licence/lease.

Cont'd....P/6.

- (25) The Board shall have first charge upon the pipeline and the proceeds thereof for the payment of all monies due under or in accordance with these presents or otherwise from the Licensees/Lessees for the due performance of the covenants herein contained.
- (26) In the event of Licensees/Lessees failing to pay any sum due under or in accordance with these presents, the same may, without prejudice to any other remedy open to the Board, and whether or not the pipeline has been taken possession of, in the manner aforesaid, be recovered with interest thereon, at the rate prescribed in Clause (I).
- (27) Any notice required to be served hereunder shall be deemed to have been sufficiently served on the Licensees/Lessees if addressed to them by post or left at their last known address. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.
- (28) PROVIDED ALWAYS that the lessor reserves the right to withdraw/cancel/revoke the allotment of the Lessee if Lessee commits any breach or violates any of the terms & conditions agreed upon between the Lessee and the Lessor under this agreement or any other agreement, or if in the opinion of the lessor, purpose for which allotment was accorded is not being fulfilled. It is further provided that Lessor also reserves the right to amend/modify the terms of this agreement as and when considered necessary.

IN WITNESS WHEREOF: The parties hereto have affixed their respective hands and seal to this agreement is the day month and year first above written.

Enclosures:

- 1. Appendix "A" Allotment Letter.
- 9. Appendix "B" Authorisation for representative of Lessee.
- 10. Plan.
- 11. Schedule

LESSOR

LESSEE

WITNESSESS:

10. _____.

11. _____.

Annexure – 8.

CONDITIONS OF TENDER FOR THE PLOTS.

1. The Tender/s shall enclose a Pay Order in the name of the PQA towards Earnest Money to show genuineness of the Tender with his/their Tender, and the fact of having enclosed the Pay Order should be mentioned on the envelope of the Tender under the signature of the Tenderer/s.
2. No Tender shall be considered as genuine without the Pay Order towards the Earnest Money.
3. The Tender must be submitted on the prescribed form and no addition or alteration shall be made by the Tenderer/s in the Tender Form or in the Tender Conditions. Separate tenders shall be submitted for each plot in case the Tenderer/s wish/es to put in tenders for more than one plot.
4. Convassing any form by or on behalf of the Tenderer/s shall render the Tender liable to rejection.
5. A Tender received after the time and date specified in the Press Notice shall not be entertained. The PQA shall not be responsible for any consequence resulting from the late receipt, or non-delivery in time, of the Tender sent by post.
6. The Tenderer/s shall mention his/their previous experience in the trade which he/they propose/s to establish and his/their financial position at the appropriate place in the Tender Form and shall furnish the following information/documents with his/their Tender:-
 - (a) In case it is a Sole Proprietorship, the name of the Sole Proprietor, his place of business and his residential address, as well as Financial Reports of his Bankers in a sealed cover, and details of Proprietor's assets, specially immoveable properties, and his Income Tax G.I.R No.
 - (b) In case it is a Partnership Firm, the names of all the partners, their residential addresses their place of business alongwith a certified copy of Partnership Deed and photostat copy of the Certificate of Registration of their firm, the Financial Report of the Bankers of the Firm in a sealed cover and details of assets of the Partnership, specially immoveable properties.

Cont'd....P/2.

- (c) In case it is a Private or Public Limited Company a complete and up-to-date list of all the Directors of the Board as also the Chief Executive of the Company, as the case may be, together with their residential address, a printed certified copy of the Memorandum and Articles of Association of the Company and a photostat copy of the Certificate of Incorporation. A photo copy of their latest audited Balance Sheet and the amount of paid-up Capital, the details of Company's assets, specially immoveable properties, as also a Resolution of the Board of Directors authorising competent representative to act on behalf of the Company, a search certificate in respect of his/their immoveable assets and a certificate from their Bankers in a sealed cover certificate his/their financial soundness to undertake the venture for which tender is submitted.
7. The Port Qasim Authority Board reserve to themselves the right to reject any Tender without assigning any reason and do not bid themselves to accept the highest any Tender.
 8. The Earnest Money will be refundable to the unsuccessful Tenderer/s without any interest. In the case of successful Tenderer/s the Earnest Money will be refunded after acceptance of Tender by the PQA Board, without any interest on his/their depositing an amount equal to one year's rent of the plot worked out at the approved tendered rate as Security for allotment of plot in his/their name and after taking over possession of the plot. The Security Deposit shall remain with the PQA until the vacation of the plot and will be refunded after vacation should there then be no breach or arrears of dues. In the event of backing out of the Tenderer/s after submission of the tender and/or withdrawal of tender before acceptance, or in the event of successful Tenderer/s failing to deposit the amount of Security as aforesaid or failing to take over possession of the plot within the prescribed period the Earnest Money/ Security Deposit will be forfeited.
 9. Intimation about the acceptance of the Tender will be given in due course to the successful Tenderer/s, who shall make arrangement for depositing the amount of Security within the prescribed period and for the payment of the preparation charges of the Agreement and then stamping and execution of the said Agreement, within a month of its receipt from the I.M.Department , PQA.
 10. The Successful Tenderer/s shall be put in possession of the plot as and when called upon by PQA.
 11. If the successful Tenderer/s fail/s to comply with the requirements contained in Conditions No.3, 6 and 9 above and Conditions No.5, 6 and 7 of the Tender Form, he / they shall render the Earnest Money/Security Deposit liable to be forfeited by the PQA Board and shall further be liable for payment of damages for any other monetary loss that may be caused to, or suffered by, the Port Qasim Authority Board.

Cont'd.....P/3.

12. Any notice or communication shall be deemed to have been sufficiently served on or delivered to the Tenderer/s if forwarded to him/them by registered post or left at the last known address. A Notice sent by post shall be deemed to have been duly delivered to the addressee at the address to which it is sent.
13. No construction of any kind is to be taken in hand without the approval of plans by the P & D Department, Port Qasim, as the case may be, and before execution and registration of an Agreement.
14. The successful Tenderer/s shall not directly or indirectly assign, transfer, mortgage or otherwise part with any interest he/they may have in the plot or in the building or materials or create any sub-interest therein any way or shall sublet/underlet the plot or building or any part thereof, until the Lease of the plot is executed and registered.
15. In case of breach of any one or more of the foregoing conditions, the Tender shall be rejected and the Earnest Money/Security Deposit forfeited to the Port Qasim Authority. If the breach is committed after the acceptance of the Tender, the Tender shall be cancelled and the Earnest Money and/or Security Deposit, if any, shall be forfeited to the Port Qasim Authority without prejudice to any other remedy open to the Board.

Annexure – 9.

PORT QASIM AUTHORITY

TENDER FORM

I/We _____,
Residing at (Address) _____
_____ do hereby offer to
take on lease the plot of land bearing No. _____ measuring _____ square meters
approximately, situated at _____ and offer Rs.
_____/= (Rupees _____
_____) as rent per square meter per annum
excluding Government and Karachi Metropolitan Corporation Taxes on property
and land which will be payable by me/us, for the purpose of _____.

The nature of my/our business is _____

_____.

My/our financial standing and status is _____

_____.

The extent of my/our business is _____
_____.

The type of Building which I / We would erect will be _____,
_____.

I/We have carefully read the forms of Agreement and the Lease and have seen the Plan and the site of the plot. I/We agree to abide by the Conditions of the Tender, the Agreement and the Lease if my/our tender is accepted and will take possession of the plot as and when called upon by the Port Qasim Authority.

Cont'd.....P/2.

I/We have enclosed a Pay Order for Rs. _____/= (Rupees _____) in favour of PQA as Earnest Money which is equal to 15% of one year's rent of the plot worked out at the rate of rent offered by me/us in the tender.

I/We have read the under-mentioned conditions as also the Conditions of Tender which have been duly signed by me/us and are attached herewith and agree to abide by them:-

1. RENT: The upset rate of rental fixed is Rs. _____/= per sq. meter per annum excluding K.M.C. and Government Taxes for the plot. Tender below the upset rate of rental will be rejected.

2. PURPOSE: _____,

_____.

3. PERIOD: 50 years renewable for such period and on such rent, terms, covenants and conditions as may be decided then by the PQA Board.

4. EARNEST MONEY: Rs. _____/= (Rupees _____) the tender by the PQA Board. In the case of successful tenderer/s the Earnest Money will be refunded without any interest on his/their depositing an amount equal to one year's rent of the plot at the approved tendered rate as Security for allotment of plot after acceptance of tender by the PQA Board. In the event of backing out of the tenderer/s after submission of the Tender and/or withdrawal of Tender before its acceptance, or failing to take over possession of the plot within the prescribed period or in the event of successful tenderer/s failing to deposit the amount of Security as aforesaid within the prescribed period, the Earnest Money will be forfeited.

5. SECURITY DEPOSIT: Equal to One Year's ground rent worked out at the approved tendered for, which will remain with the Port Qasim Authority for the duration of Lease and will be refunded without interest on vacation of the plot. The Security shall be paid within 14 days of acceptance of Tender.

Cont'd.....P/3.

6. The Successful tenderer/s shall pay preparation charges of the Agreement to be executed by him/them within seven days and execute the Agreement within one month of its receipt from the Estate Department. In the event of his/their failing to pay the preparation charges of Agreement duly stamped and executed within the aforesaid period or failing to present the duly executed Agreement for registration before the District/Sub-Registrar within the period prescribed in the Registration Act, the PQA shall be at liberty, without prejudice to any other right that it may possess, to cancel the allotment and forfeit the Security Deposit. The Board shall, on allottees request, have full authority to condone the breach and extend the time limit for completion of execution and registration formalities on payment by him/them of such valuable consideration as the PQA Board may, in the circumstances of the case, deem fit,
Should the successful Tenderer/s after execution and registration of the agreement fail to refuse to obtain a Lease of the plot or should he/they surrender the plot before obtaining lease for the specified period, he/they shall render the amount of the security deposit liable to be forfeited by the PQA Board. Provided further that apart from forfeiting the amount of Security Deposit the PQA Board shall, without prejudice to any other rights that they may possess, be also entitled to recover damages from the successful tenderer/s for any monetary loss that may be caused to the Board due to the failure of the successful tendere/s to fulfil his/their obligation of taking Lease for the specified period.
7. Limited Companies/Partnership/Sole Proprietorship Concerns shall supply certified copies of the Memorandum and Articles of Association/Partnership Deed, Declaration of being Sole Proprietor, as the case may be, List of assets, specially immoveable properties, Search Certificate, Income Tax G.I.R. Certificate, Banker's report about the financial soundness to undertake the venture, Balance Sheet, etc. etc.
8. Other terms and conditions shall be as per the standard form of Agreement/Lease.
9. The PQA Board are not bound to accept the highest or any tender. They may, at their discretion, accept any lower tender without giving any reason therefore.

ACCEPTED

SIGNATURE OF TENDERERS
AND/OR
THE DULY CONSTITUTED ATTORNEY

Annexure – 10.

**PUBLIC NOTICE IN TWO REPUTED
DAILY NEWS PAPERS FOR TRANSFER/MUTAION
OF PLOT(S).**

I/We, _____ S/o, D/o, W/o, Wd/o _____
residing at _____ Karachi, have contracted to purchase/applied for transfer of
plot No. _____ measuring _____ acres for Industrial/Commercial/Ware House
purpose situated in North Western Zone Port Operation Zone, Eastern
Zone/Edible Oil Molasses area of Port Qasim Authority Karachi from
Mr./Miss/Mrs./Mst. _____ S/o, D/o, W/o, Wd/o _____ resident of
_____ through his duly constituted Attorney Mr./Miss/Mrs./Mst.
_____ S/o, D/o, W/o, Wd/o _____ Resident at _____ any
person having any claim, right, title, lien or any objection whatsoever, should
notify the same to the Dy. General Manager(I.M) Port Qasim Authority with
documentary evidence, under a Regd. A/D cover within seven days from the date
of publication of this notice failing which any claim, or objection if any, shall be
deemed to have waived and the transfer of the said property shall be completed.

Annexure – 11.

SPECIMEN "B".

**INDEMNITY BOND FROM
SELLER/TRANSFEROR.**

ON NON JUDICIAL STAMP PAPER OF Rs.100/=

I/We, _____ S/o, D/o, W/o, Wd/o. _____ Residing at _____ and holding National Identity Card No. _____ do hereby solemnly affirm and undertake as Under:-

1. That I/We, as/are seized, possessed of and an otherwise will and sufficiently entitled to all that plot No. _____ Zone _____ measuring _____ sq.m2 /acre or thereabout at Port Qasim Authority.
2. I/We have agreed to sell/have already sold my/our aforesaid plot of land to Mr./Miss/Mrs./Mst. _____ S/o, D/o, W/o, Wd/o _____ Adult resident of _____.
3. That I/We am/are fully responsible of my/our signatures on the Transfer as seller of the said plot & other documents of title in connection with the above plot.
4. That I/We have not sold /given this plot or enter into an agreement to dispose of the plot to anybody else, prior to this or transaction. That prior to this transaction. I/We had entered into a Sale Agreement with _____ but it was not finalized and the matter has been amicably decided.
5. That I/We, hereby undertake to indemnify the Port Qasim Authority against all losses or damage if any that may be occasioned by the transfer / mutation of the said plot in favour of _____ due to mis-statement / concealment of facts, or any other defect in title.
6. That I/We, further agree to abide by all the rules & regulations of the Port Qasim Authority. In witness whereof I/We have hereunto set and subscribed my hands at Karachi this _____ day of _____ 199 _____.

EXECUTANT
SIGNED BEFORE ME
AND THE SIGNATURE ARE ATTESTED
NOTARY PUBLIC

WITNESSES:- Name & Full Address

1. _____
2. _____

Annexure – 12.

SPECIMEN (C)

**INDENMNITY BOND FROM
PURCHASER/TRANSFEEE.**

ON NON JUDICIAL STAMP PAPER OF Rs.100/=

I/We, _____ S/o, D/o, W/o, Wd/o _____ Adult, Resident at _____ holding National Identity Card No. _____ do hereby solemnly affirm and undertakes under:-

1. That I/We, have purchase/obtained the Plot No. _____ measuring _____ in PQA from _____ S/o, D/o, W/d, Wd/o _____ resident of _____ in Port Qasim Authority.
2. That I/We, hereby undertake to indemnify the Port Qasim Authority against all losses or damage if any that may be occasioned to the Authority by the transfer/ mutation of the afore mentioned plot in my/our favour of _____.
3. That I/We, further agree to abide by all the rules & regulations of the Port Qasim Authority which are presently inforce or those to be enforced in future. IN WITNESSES WHEREOF I/We, have hereunto set and subscribed my hand at Karachi _____ day of _____ 199 ____.

EXECUTION

SIGNED BEFORE ME
AND THE SIGNATURE ARE ATTESTED
NOTARY PUBLIC

WITNESSES:

1. _____
2. _____

Annexure – 13.

(INDUSTRIAL MANAGEMENT DEPARTMENT)

No. _____.

Dated: _____.

To : M/s. _____,
_____.

**SUBJECT: TRANSFER LETTER OF PLOT NO. _____ MEASURING
ACRES SITUATED IN _____ ZONE OF PORT
QASIM AUTHORITY.**

Dear Sirs,

Reference your letter dated: _____, on the subject cited above. I am directed to inform you as under:

- (i) That this Authority is pleased to approve the transfer of Plot No. _____ measuring about ____ (____) acre situated in _____ Zone of Port Qasim Authority in favour of M/s. _____ . This plot was originally allotted to Mr. _____ vide "Letter of Intent" No. PQA/_____ dated: _____ for the purpose of _____ and later on transferred in the name of Mr. _____ vide Letter No. _____ dated: _____.
- (ii) That the transfer of said plot shall be at your sole risk and cost and you shall keep Port Qasim Authority indemnified in case of any claim and litigation arising out of the transaction between you and Mr. _____.
- (iii) That the legal formalities whatsoever, if required further by this Authority, both parties i.e. you and Mr. _____ will be bound to comply with the same.
- (iv) That no other trade except setting up of _____ within the area of plot will be allowed.
- (v) That the other terms & conditions laid down in the allotment letter No. _____ dated _____ will remain the same and shall be applicable / binding upon you.

Cont'd....P/2.

-(2)-

2. You are, therefore, requested to please convey your specific acceptance of this letter of transfer and terms & conditions of allotment/ letter of Intent of even number dated: _____ within 07 (seven) days of receipt of this letter.

Yours faithfully,

(SAIFULLAH CHANNA)
DY. GENERAL MANAGER (I.M)

Copy to:-

1. M/s. _____,
_____.

PORT QASIM AUTHORITY
(INDUSTRIAL MANAGEMENT DEPARTMENT)

MODIFIED / REVISED LAND ALLOTMENT POLICY OF PQA.

Board Resolution No.9/2005, Dated 25.01.2005.

The Board in its 67th / one point agenda meeting held on 25th January, 2005 vide B.R No.9/2005 dated 25.01.2005 resolved as under:-

The existing Land Allotment Policy 2000 is to remain in force however following modifications be incorporated after due clearance from Ministry of Ports & Shipping.

Ministry of Ports & Shipping approved the modifications vide its letter No.4(16)/2003-P&S-II dated 21.02.2005 and letter NO.4(16)/2003-P&S-II dated 02nd May, 2005 revised the specimen of undertaking for allotment on Fast Track Policy in term of B.R # 9/2005 dated 25.01.2005.

Accordingly modified policy is applicable as under:-

- i. All applicants requiring land on priority basis be charged additional Peripheral Development Charges (PDC) @ of Rs.05 million per acre over and above the existing Peripheral Development Charges.
- ii. The Board decided that a show cause notice to the allottees of South / North Western Industrial Zone be issued to start the work within one year. In case of their non-compliance, the non-utilization fee be imposed.
- iii. The land will be allotted on 100% payment of PDC.
- iv. The allottee will start work on the plot within six months from the date of possession. The project / industry should be operational within 2 to 3 years in case of small / medium industry and within 5 years in case of heavy industry from the date of possession of plot.

The Board further resolved that an undertaking covering sub-para – i) to iv) above should be furnished by the applicants of priority cases para – ii) to iii) in case of routine applications for allotment of land as under:

Undertaking:

I / We, _____ Sole Proprietor / Director / Partner,
M/s. _____ having, Address:
_____ hereby undertake that:-

- i. I / We shall pay the additional Peripheral Development Charges (PDC) Rs.0.5 million per acre over and above the existing PDC in all zones of PQA.
- ii. I / We shall to pay 100% PDC in favour of PQA immediately after approval.
- iii. I / We shall start work on the plot within six months from the date of possession and the project / industry shall be operational within two to three years being light / medium industry and within five years in case of heavy industry. Failing which PQA may cancel the allotment

and the amount so deposited will be forfeited. The date of possession in priority allotment and the above noted period shall commence from the first allottee and shall not be relaxed in case of selling / transfer to the second allottee and subsequently. The date of possession of first allotment in these priority cases will not be discounted on account of subsequently sale / transfer / change of hands i.e. the work must start within six months from the date of possession and similarly it should be completed within two years in case of the small industry, three years in case of medium industry, and five years in case of heavy industry from the date of first possession.

The Board further resolved that the applicants will be required to attach following documents with the applications:

- Partnership deed / Memorandum and Article of Association / Affidavit on stamp paper for sole proprietorship.
- Bank Certificate to ascertain worth of sponsors to invest 30% of equity of the project cost.
- Affidavit to implement the project with amount.
- NOC / permission from relevant agencies to establish proposed facilities, if required.
- Line sketch of proposed project to assess / justify the requirement, size of plot and utilities.
- Acceptance of PQA's terms and conditions of allotment.
- Prescribed application form duly completed.
- 25% down payment of Peripheral Development Charges (PDC) through pay order / demand draft.

The Scrutiny Committee should however continue considering routine applications of allotment of plots on regular basis in its meetings on first come first basis and on merit. Recommendations of scrutiny committee for allotments be brought up in subsequent meetings of the Board.

The Board also directed that one window system on the pattern of Export Processing Zone be studied and presented before the Board to facilitate the investors.

The Board agreed that the rate of existing PDC in all industrial zones be increased by Rs.0.5 million per acre except Edible / Molasses area where PQA has already increased the rate.

The Board also approved following revision in miscellaneous fees:

Fees	Present Rate	Approved Rate
Transfer	10% of prevalent PDC	15% of prevalent PDC
Amalgamation	10% of prevalent PDC	Existing
Sub-division / Bifurcation	Rs.78,914 per acre	10% of prevalent PDC
Change in Trade	Rs.42,087 per acre	Existing
Permission to Mortgage	Rs.10400 per fin. Instit.	Rs.15,000 fin. Instit.
Survey / Demarcation	Rs.6,500 per acre	Rs.10,000 per acre
Non-Utilization Fee	10% of prevalent PDC	1 st year 25% of PDC 2 nd year 50% of PDC 3 rd year 75% of PDC 4 th year 100% of PDC so on