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GOVERNMENT OF BALOCHISTAN
INDUSTRIES AND COMMERCE DEPARTMENT

NOTIFICATION

Dated Quetta, the 17th January, 2023

No. SO (IV)/2022/1-6/ 29-119 In exercise of the powers conferred by Section 26 (I) read with Section-16 of "the Lasbella Industrial Estates Development Authority Ordinance, 1984" (Ordinance IX of 1984), the Government of Balochistan is pleased to make following rules:-

1. **Short title, application and commencement:-** (I) These rules may be called "The Lasbella Industrial Estates Development Authority (LIEDA) Allotment, Cancellation, Transfer, and Surrender of industrial and commercial plots Rules, 2022", in the jurisdiction as specified in "the Lasbella Industrial Estates Development Authority Ordinance, 1984;

a) These rules shall be applicable on Allotment, Cancellation, Transfer Surrender and all other related matters to the industrial, commercial and residential plots in the Industrial Estates, Industrial Parks, Industrial Zones developed/ being developed within LIEDA's Jurisdiction.

b) These rules shall supersede the procedure, terms and conditions followed by the LIEDA before the enforcement of these rules.

c) LIEDA will regulate all the industries and industrial activities being carried out within LIEDA's jurisdiction.

(2) They shall come into force at once.

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

(1) "Ordinance" means, The Lasbella Industrial Estates Development Authority, 1984 Ordinance No. IX of1984;

(2) "Authority" means the Lasbella Industrial Estates Development Authority (LIEDA);

(3) "Authorized Person" means a person who shall sign all the documents and perform all acts for and on behalf of the applicant(s) and so authorized in writing;

(4) "Allotment" means a letter of Allocation of land and terms and conditions for lease out premises for Industrial, Commercial and Residential activities.

(5) "Allotment Committee" means a committee formulated by the Board of Directors to work as recommending body for allotment of plots under the defined TORs;

(6) "Allottee" means applicant to whom letter of terms and conditions for lease of premises was issued upon approval of his application by the Allotment Committee;

(7) "Applicant" means a company (registered in SECP, AOP or Proprietorship) applied for industrial/warehousing plot(s) and an individual/ group in case of commercial or residential plot(s);

(8) "Application Form" means a Form devised by the Authority for the allotment of land appended with these rules comprising of Form-A having annexures as A-1 and A-2;

(9) "Application" means request submitted in application form duly supported with the required documents;

(10) "Annual Lease Rent" means the annual lease/ground rent charged to the lessee for the land leased out;

(11) "Allocation of Plot number" means to allocate plot number to the lessee(s) as per approved master plan;

(12) "Acknowledgment of possession" means a written document to be signed by the Allottee/ lessee verifying receipt of physical possession of allotted/leased plot;

(13) "APMIA" means All Pakistan Marble Industries Association;

(14) "Amalgamation" means merger of two companies/ plots/ properties;

(15) "Board" means the Board of Directors of LIEDA;

(16) "Bifurcation" means division of an industrial unit or piece of land leased out for particular purpose;

(17) "Constitution" means Memorandum & Article of Association or Partnership Deed of a company;

(18) "Chairman" means chairman of the Board of Directors LIEDA;

(19) "Change in Constitution" means change in shareholding pattern of lessee (s) company or change in legal status of lessee(s) company;

(20) "Change of trade" means to change/addition the original / initial trade;

(21) "Change of name" means change of name of the industrial / commercial activity / business;

(22) "Completion" means completion of an industrial or commercial unit on the leased-out land;

(23) "Completion Drawing" means Build Drawings/ Completion Plans of buildings completed in accordance to the approved submission drawings;

(24) "Completion Certificate" means a certificate issues upon approval of completion drawings;

(25) "Cancellation" means cancellation of allotment /lease of plot;

(26) "Conversion" means conversion of status of a plot from industrial to commercial or from commercial to industrial whatever the case may be;

(27) "Director" means an officer of the Authority who is appointed as Director and includes the one who is holding the post as additional charge;

(28) "Earnest Money" means 10% of premium as approved by the Board shall be payable by the applicant (s)/ lessee (s) along with application form adjustable in case of approval of application and refundable in case of rejection of application;

(29) "Dues" means all type of fee(s) and charges of LIEDA (Refundable or Non-Refundable);

(30) "Demarcation" means to determine the boundary or limits of a plot;

(31) "Franchise" means a private industrial estate, developed by a private person or a group of persons or a company;

(32) "Family' means legal heir(s) as declared by the court of law;

(33) "General Manager" means an officer of the LIEDA who is appointed by the LIEDA and includes the one who is holding the post as additional charge;

(34) "Industrial Estate" means an area developed for industrial and commercial activities which include Industrial Parks, Industrial development parks/ Industrial & Trading Estate, Industrial Development areas/City, as the case may be;

(35) "Implementation" means where the unit was fully established and commenced into commercial /industrial production;

(36) "Duplicate documents" means the duplicate documents of the leased-out plot (s);

(37) "Lessor" means the Lasbella Industrial Estates Development Authority;

(38) 'Lessee" means an individual or a recognized company to which any premises leased out by LIEDA;

(39) "Large Scale Project" means, industrial project provided employment above 250 workers with annual sale turnover above PKR 800 million;

(40) "Lease Dead" means an Agreement/ a title of land issued by the Authority for a defined term and Registered by the lessee in concerned registration office of the Government executed between lessee and lessor for operation and execution of an industrial or commercial unit;

(41) "Layout" means and includes a plan approved for construction on leased out land;

(42) "LIEDA" means Lasbella Industrial Estates Development Authority;

(43) "Building Code" means By-Laws framed by LIEDA for planning, designing, construction and approval of industrial, commercial and residential premises;

(44) "LCCI" means Lasbela Chamber of Commerce & Industry, Hub;

(45) "Managing Director or M.D" means and includes the Managing Director, LIEDA, appointed by Section 6 of LIEDA Ordinance, 1984;

(46) "Medium Scale Project" means industrial project provided employment ranging in between 51 up to 250 workers having annual sale turnover in between PKR 151 up to 800 million;

(47) "Mega Projects" means industrial projects providing employment to thousands of workers having huge annual sale turnover in billions of rupees;

(48) "Merger of Land" means a piece of land handed over to LIEDA by a private individual(s) for developing an Industrial Estate;

(49) “Merger of Plot/industry” means a piece of land/industry owned by an individual/company connected/ in vicinity of industrial estate of LIEDA and the owner intends to merge this plot/industry into the fold of industrial estate of LIEDA for the purpose of expansion of existing unit within industrial estate of LIEDA or provision of services and to avail any other benefit for a proposed industrial unit;

(50) "Master Plan" means a development plan of industrial estates / parks etc. approved/to be approved by the Board of Director's LIEDA;

(51) “NOC for Mortgage” means a permission in standard format issued by the Authority for mortgage of plot/lease of land in favour of any financial institution in the country for the purpose of grant of loan;

(52) "NOC” means No Objection Certificate(s) issued by the LIEDA;

(53) “Notice” means a notice issued by the Authority on given, notified or on premises address;

(54) "Possession" means physically handing over of the plot to the Allottee/ lessee or his authorized representative for the defined purpose;

(55) "Premises" means and includes any plot, land, shop. go-down, shed, and any structure etc., regulated by the Authority;

(56) “Premium” means cost of plot/land/premises calculated at prescribed rate fixed by the Board;

(57) “Penalty” means late payment surcharge imposed at prescribed rate approved by the Board on an amount become due for payment but not paid. This amount shall be calculated for the period of default and shall be payable along with arrears of actual dues;

(58) “Processing Fee” means the charges (Non-Refundable) for scrutiny of application and verification of documents as approved by the Board from time to time;

(59) “Secretary” means the Secretary, Industries & Commerce Department, Government of Balochistan;

(60) "Sub Office" means the branch (es)/field office(s) of the Authority;

(61) “Submission Drawing” means initial/proposed building drawings;

(62) "Small Scale Project” mean industrial project having employment up to 50 workers with annual sale up to PKR 150 Million;

(63) "Refund' means refund of certain amount to lessee(s);

(64) “Rules” means “The Lasbella Industrial Estates Development Authority (LIEDA) Allotment, Cancellation, Transfer, and Surrender of Industrial, Commercial and Residential Plots Rules, 2022";

(65) “Regularization Drawing” means a drawing containing covered area constructed over and above than approved in submission drawings;

(66) “Revised Submission Drawings” means a drawing containing existing approved area and proposed for area for expansion of the project earmarked and differentiated;

(67) “Successful Applicant” means the applicant whose application for allocation of plot has been accepted and recommended by the Allotment Committee;

(68) "Standard Agreement to Lease" means an Agreement describing the mode of payment along with certain terms and condition between lessor and the lessee(s);

(69) “Surrender of plot" means surrender of an industrial, commercial or residential plot to the Authority;

(70) "Terms and Conditions of allotment" means the terms and conditions as provided in these rules;

(71) “Works Committee” means a committee constituted by the Board comprising of members from LCCI and LIEDA for resolution of day-to-day matters of industries & the Authority;

(72) Mega Project means “industrial project providing employment to thousands of workers having huge annual sale turnover in billions of rupees.

(73) “Upfront cost” means an initial sum of money owed in a purchase or business venture;

(2) All other words and expressions used in these rules but not defined herein shall have the same meanings as assigned thereto in the Ordinance or the rules framed thereunder.

CHAPTER II
ALLOTMENT OF PLOTS

3. Allotment Procedure: (1) Lasbella Industrial Estates Development Authority (LIEDA) shall lease out industrial. Commercial and Residential plots in Industrial Estates, Industrial Parks and industrial Zones etc. established or to be established in its jurisdiction as defined in The Lasbella Industrial Estates Development Authority Ordinance, 1984 to the interested investors, businessmen and other industrialists, for industrial, commercial and residential activities which include plots for setting up an industry or industries supported with essential supporting services e.g. post office, residential colony, power station water and sewerage facilities, fire service station, bank, weigh-bridge, and warehouses etc:-

(a) Managing Director LIEDA, with prior approval of the Board of Directors, shall publish an advertisement for the information of the Investors, businessmen and other industrialists in at least two (2) leading national newspapers offering Industrial and Commercial Plots required to be leased out for commercial and industrial purposes as defined in clause 1 above on **first come first serve basis**. The available plots shall be published once in the newspapers. The advertisement once published will be effective for the relevant financial year.

(b) Interested investor(s), businessmen and other industrialists shall apply for plot (s) on prescribed application Form containing certain information and required documents, appended to these rules at FORM-A supported with the documents detailed in Annexures-A-1 and A-2 along with 10% earnest money shape of pay order or Bank draft drawn in the name of the Authority. No cash payment shall be accepted in any case.

(c) The Allotment Committee will be responsible for scrutinizing and short listing of received applications on the "first come first serve basis".

(d) The Allotment Committee shall not proceed with the scrutiny of the applications without a certificate regarding number of available plots from the Relevant Director Estate of the LIEDA.

(e) A normal fee shall be fixed by the Authority for issuance of Letter of Allocation of Land.

(f) An Allotment Committee comprising of at least two (02) or maximum five (05) members shall be constituted by the Board of Directors of LIEDA. M.D. LIEDA shall be the chairman of the said committee. In addition to chairman two members of the Allotment Committee shall be the employees of LIEDA of not less than B-18 grade. The Allotment Committee shall be notified by the Chairman along with TORs approved by the Board. The meetings of the Allotment Committee shall be called by the Chairman as and when required. All allotments, of plots shall be processed by the said committee. MD LIEDA shall keep updating the Chairman BoDs on short listing of applicants by sending copy the minutes to his office.

(g) All orders e.g. terms and conditions, Allotment, transfer of plots, allocation of plot numbers, demarcation of plot, bifurcation and merger of plots etc. shall be signed by the M.D LIEDA or his authorized person.

(h) The applications and attachments to the application, submitted by the investors shall be examined, scrutinized and categorized by the Allotment Committee in its meetings on first come first serve basis. The list of approved applications for allotment of plots will be uploaded on website of LIEDA. However, deferred/rejection of any application will be considered as disqualified and in such a case, the earnest money will be refunded.

(i) Rate of the plots to be leased out will be determined by the Board of Directors by considering the following factors: -

  i) Rates of land intimated by District Rates Assessment Committee constituted under Balochistan Stamp (Valuation Tables in respect of Land) Rules, 2013
  ii) Land development charges
  iii) Consultant's / Developer's input (if any)
  iv) Incentive for investors by offering subsidized rates in comparison to other industrial estates / SEZs for attracting investment
  v) Other relevant factors

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

Chapter III
AGREEMENTS & DEEDs

4. Standard Agreement to Lease: (1) The Allottee(s)is/are bound to execute and sign a" Standard Agreement to Lease" on non-judicial stamp paper within thirty (30) days of receipt of Allotment order. The said agreement shall be attested/verified by a Oath Commissioner. The format of Standard Agreement to Lease is appended to these rules at FORM-D. Land in industrial area may be allotted on LEASE-HOLD Right basis for a period of maximum 99 years or for any lesser period prescribed by the Board.

5. The Lease Deed: The Lease Deed shall be executed between lessee and the MD LIEDA in the capacity of lessor. The lease deed is appended to these rules as FORM-E. Upon compliance of terms and conditions of the Agreement to Lease and payment of full premium of the plot MD LIEDA shall issue notice to the Lessee(s) to submit lease deed prepared in prescribed format affixing adhesive stamps from relevant treasury office and supported with the pre-requisite documents for execution of lease deed. The lessee shall submit requisite lease form and papers within 30 days of receipt of such notice.

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

(a) The lessee(s) should have paid total cost/ lease consideration, obtained duplicate copy of the Agreement to Lease, taken physical possession and got approved submission drawings of the premises.

(b) On sanction of loan by the Financial Institution, with a condition to furnish original registered lease deed, LIEDA will execute the same before or during Project implementation, ensuring collection of all the dues and obtaining consent of the lessee(s) to forward the lease deed to the Financial Institution for release of the sanctioned loan under intimation to LIEDA.

(c) That subject to the financing agency complying with the terms and conditions of the allotment letter, the LIEDA shall have the first charge over

the land, buildings, plant & machinery and other assets for recovery of its dues.

(d) The No Objection Certificate (NOC) issued to the Financial Institution shall stipulate that it is obligatory on the part of the financial institution to keep LIEDA informed periodically about the release of loan. Repayments and implementation of the project. It is also to be made explicitly clear to the financial institution that in the event of cancellation/withdrawal of sanctioned loan against which the original lease deed is deposited with the financial institution or the lessee(s) has not availed the loan from the financial institution, the registered lease deed shall be returned to LIEDA and LIEDAmay consider to initiate appropriate legal or measures of action for cancellation of lease deed and further action as per rules.

On agreeing to these conditions the registered lease deed shall be deposited with the financial institution and manager shall issue acknowledgement to that effect, agreeing to the terms of NOC.

(e) The original registered lease deed shall not be handed over to the lessee(s) for onward submission to the Financial Institution.

(f) In case of auction of mortgaged premises by the financial institution to recover the loan outstanding against which the loan was sanctioned, the financial institutions shall Liable to settle the dues/claim of LIEDA out of Auction money on priority being first change holders.

7. Possession: Possession of leased out land shall be given to the lessee after execution of Agreement to lease and payment of 50%down payment or in lump sum cost of the plot in accordance to the opted payment option. The land leased out shall in any case remain the property of LIEDA. A plot number and Physical possession shall be delivered to the lessee after execution of agreement to lease. The Engineering Section of LIEDA shall measure physically and demarcate boundaries of the plot on the ground in accordance with Layout Plan. The possession of the plot(s) will be handed over to Allottee/ Lessees(s) by the Civil Engineering Section. The land given for industrial purpose shall not be utilized for any other purpose, except construction of residential quarter as are required to be present in that industry. The Allotment Committee shall be the final authority to allocate plot number to the allottee.

CHAPTER IV
GOVERNMENT DUES

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

(a) The lessee upon issuance of terms and conditions for allocation of plot shall ensure payment of premium of plot along with letter of acceptance of terms and conditions of letter of Allocation of plot either in lump sum or 50% of the total premium, as down payment in case applicant is opting to pay the premium in installments. The earnest money will be adjusted against the premium of plot.

(b) The50% balance payment shall be payable as mentioned in the terms and conditions. The M.D LIEDA reserves the right to cancel the allotment/lease in case of any delay of payments by the Allottee/lessee. The first such installment will become due within three (3) months after execution of standard Agreement to lease.

(c) The lessee/allottee will pay the premium of the actual area of the plot. In case there is a difference in the area, all payments will be made at the prevailing rate and may either refunded by LIEDA in case leased area on site found lesser then the allotted area or payable by the lessee in case the area is found in excess than allotted within 30 days of allotment. If the difference is more than 10%, the lessee will have the option either to accept the plot as per site situation or to apply for switching of plot which will be considered subject to availability. In such a case, the changes in land documents so far issued shall be rectified by issuance of letter of corrigendum.

(d) Lease rent shall be admissible as fixed by LIEDA, which shall be payable, at such intervals and in such form, as shall be intimated separately along with service tax as applicable. The lease rentals are subject to revision from time to time at the sole discretion of the LIEDA

(2) **Refunds:**

(a) In case applicant (s) makes a request for refund of amount paid by him withdrawing his application before NOC/allotment letter is issued, full amount may be refunded.

(b) If the application for allotment shall not be considered by the Allotment Committee due to any reason, full paid amount of earnest money may be refunded.

(c) If the allotment is cancelled and the premises is resumed by the LIEDA after due process, the amounts paid by the lessee stand forfeited as per the terms and conditions of Agreement for lease/ lease deed. However, as a measure of goodwill gesture, the Board of Director, LIEDA may, at its sole discretion, consider refund of amount on case-to-case basis.

(d) In case the amounts paid by the lessee(s) are lesser than the amount to be deducted, no amount is refundable to the lessee.

(e) The amounts paid towards process fee, Lease rent and penalties, are not refundable.

(f) In case, power Gas supply is obtained by the lessee, a "No Dues Certificate" and "Dismantling Certificate" from concerned Section/Authority may be submitted before refund.

(g) Dues/ Arrears in respect of water charges may be deducted in accordance to the water billing as per actual consumption

(h) If there are any buildings/additional structures made by the lessee on the Plot/ shed, LIEDA may at its option either refund the cost of such structures after it is realized from the lessee or adjust the amount towards deemed rentals for period of occupation of the property by the lessee. The cost of such structure(s) shall be calculated applying the standard depreciated formula already in practice of LIEDA. LIEDA may otherwise direct the lessee for removal of the same at his cost within such time as may be allowed by it as per the terms of the Agreement. The refund on this account cannot be claimed as a matter of right. No interest may be payable to the lessee on the amounts paid on this account.

CHAPTER V
TRANSFER, BIFURCATION, SURRENDER ETC

9. Transfer of leased out Plot/Factory/Property: (1) The proposal for transfer of factory/property shall be considered by the Managing Director. Transfer shall be granted with following condition and provision of documents and on payment of prescribed fee fixed by the Authority from time to time.

(a) Provided that nothing herein contained shall apply to the mortgage of the plot(s) with an authorized Loan giving agency or bank (s) or such terms and conditions as the Authority may approve. However transfer of such property shall be considered if the applicant shall produce NOC from the Financial Institution with whom the property in plugged.

(b) The lessee(s) shall submit a written request to the MD, LIEDA regarding transfer of plot(s) along with a certified true copy of Agreement to Sale duly signed by the lessee and the buyer company

(c) Due notice regarding transfer of plot in at least 2 leading newspapers may be published by the buyer company and copies of the said newspapers shall be provided along-with application for transfer.

(d) The buyer company shall deposit prescribed transfer fee in shape of Pay order/ Bank Draft.

(e) The buyer may also required to submit an undertaking on stamp paper as per specimen at (Form "F").

(f) "No dues Certificate" from Finance Section LIEDA by transferor.

(g) The lessee(s) shall submit attested copies of all last paid bills like electricity, gas, land line telephone, internet connection water supply or any other bill(s).and chalan of property tax.

(h) The lessee shall also provide a clearance certificate from financial Institution and Search Certificate from the concerned Registrar/ Sub-Registrar (if required).

(i) The 3rd party to whom the plot (s) is/ are required to be transferred shall submit the draft conveyance/ Sale and Sub-Lease Deed executed between transferor and transferee duly attested by the Oath Commissioner along with required documents mentioned in Form –A. In case the change/ addition in trade is required Form-A shall also require to be submitted.

(j) Approval of change in transfer of ownership shall be issued by the Managing Director. The premises / plot shall not be transferred until and unless the transferee/ lessee has commenced authorized commercial activities as prescribed in Rule 15 of these rules and furnish a certificate declaring the unit functional as prescribed in rule-16. These conditions stands relaxed in following cases:-

    (i) LIEDA could not managed provision of required utilities like electricity or water which are basic requirements for compliance of rule 15 however a certificate for non-provision of utilities containing justification from concerned section(s) shall be necessary.

    (ii) Demise of Director/ Partner holding major share in the company/ proprietor of the company subject to first transfer of property in favor of legal heirs

    (iii) Plot/property/factory auctioned by the court/ bank.

    (iv) Allotments issued to the govt based institutions

10. Bifurcation: The investors/ allottee / lessee in the jurisdiction of LIEDA requiring bifurcation will apply for bifurcation of plot/premises. The Director concerned shall examine the cases of bifurcation as in case of Transfer. All terms and conditions of transfer as mentioned in rule 9 above will be applicable to bifurcation of a plot or factory. The bifurcation of plot/ property shall be allowed by the Managing Director after ensuring compliance of all pre-requisite formalities

11. Cancellation of allotment: Allotted plots may be cancelled by MD on following conditions and report of such cancellation shall be presented before the Board for information:-

(i) Non-payment of two consecutive installments required to be paid with Penalty within the prescribed due date.

(ii) Not making the unit functional even on expiry of the extended period.

(iii) After cancellation due to any of the above-stated reasons, a maximum of 20%. or more as prescribed by the Board of Directors LIEDA of the total premium plus actual dues on account of ground rent or any other dues if any outstanding will be deducted and the balance deposited premium amount will be refunded without any interest. However, the Board is competent to allow refund of paid amount in full without any deduction keeping in view the circumstances of the cases.

(v) In case of a cancellation made due to the submission of wrong/false information for acquiring the allotment / or violation of any of the conditions of lease-deed, the entire deposited amount will be forfeited.

(vi) The Board is competent to relax rule 11(iii) in case the allottee is government-based institution.

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

(2) If the lease deed has been executed, the surrender deed must also be executed as per specimen given at Form-G.

(3) If the lease deed has been executed and possession has been taken, all premium payments will be refunded. However, lease rent, time-extension fees and other charges till the date of surrender Plus 10% of the total premium as surrender charges will be deducted.

(4) Surrender will be accepted by the "Managing Director, Lasbella Industries Estates Development Authority" within 15 days of the date of receiving the application.

(5) Upon acceptance of surrender request and return of all original documents, any other pre-requisites and affidavit on stamp paper as per specimen attached at (Annexure “H”), approval of surrender will be accorded by the "Managing Director, Lasbella Industries Estates Development Authority", the refund will be made within 15 days of the date of approval.

(6) If the lessee requests for alternate plot in the same Industrial area or any other Industrial area, as an alternate choice, on his/her/their own consideration, in all such cases, the applicant (s) may be treated as the new applicant (s) and may not be conferred any priority in the allotment and the applicant may submit application for alternate plot which will be considered as per the procedure prescribed for new applications.

However, in such case amount refundable amount shall be adjusted against the cost of alternate plot allowed by the committee.

13. Transfer of unit into Pvt. Ltd./Ltd. Company: Copies of the Articles and Memorandum of Association, certificate of Incorporation, Form-29 and Form-"A" duly verified by SECP showing list of shareholders/ director along with application duly signed by the company's CEO/ authorized Director, are required to be submitted for a change by the current lessee.

14. Mortgaging the plot(s): (1) Permission for Mortgage of the plot can only be granted, provided that the allotment is not cancelled earlier, or the time-limit for commencing industrial production has not expired or deemed fit by the Director concerned. The Managing Director is competent to issue such permission.

(2) In the case of mortgaging the plot, the Authority will have first charge and the lessee will make the due payments regularly from time to time to the Authority. Permission for mortgage will be granted for project financing.

(3) On approval of the Managing Director, Lasbella Industrial Estates Development Authority mortgage permission will be issued by the concerned Director.

CHAPTER VI

FUNCTIONING OF INDUSTRIAL UNDERTAKING

15. Implementation of projects: (1) Lessee(s) shall submit the plans and designs of the industrial undertaking to the Authority for approval within three (3) months of the allotment and start construction within six (6) months after the approval.

(2) Subject to the provision of utilities and necessary infrastructure by the LIEDA, the Lessee will start production within 24 (Twenty Four) months of the date of allotment Incase of Mega Projects, the time limit for commencement in production is 48 months while large scale industrial undertaking should be completed within 36 months. Pharmaceutical units should also complete their units within 36 (Thirty Six) months. The plans, section, elevation and specification for the industrial undertaking shall be prepared in compliance of provisions of LIEDA Building Code by an architect duly registered and licensed under the Pakistan Council for Architects & Town Planning and Pakistan Engineering Council, the installation of the plant and machinery therein will be supervised by qualified and competent architects, engineers and technicians. All infrastructure facilities like roads, sewerage, water supply, and electricity will be provided by the Authority.

16. Declaring functional units: (1) Industrial units shall be declared functional after submitting the documents listed below:-

(a) Declaring unit Functional: The MD LIEDA will constitute a departmental committee with the mandate to issue the certificate declaring the unit functional upon due verification of prerequisites documents/evidence whatever the committee demand appropriate. The composition of the committee will be as under, however the Managing Director can change the composition with prior approval of the Board:-

(i) The Head of the Technical Section = Chairman
(ii) The Rep of Industries Section/ Concerned Estate = Member/ Secretary
(iii) The Rep of Finance or Law Section = Member

CHAPTER VII

TYPES OF INDUSTRIES

17. All types of industries except those falls in negative list of Government of Pakistan are allowed to be establish within the industrial estates of LIEDA. The application for type of industries restricted by Government of Pakistan can only be accepted subject to prior approval of Government of Pakistan.

18. The business trade proposed by the applicant in Form-A shall be allowed by the Managing Director at the time of Allotment of Plot. Any change/ addition in the initially allowed trade will be subject to prior written approval of the Authority.

19. Warehousing will be allowed being a facility for industrial development.

CHAPTER VIII
CHANGE IN NATURE OF BUSINESS AND ITS MEMBERS

20. Change in constitution: (1) The requests for Change in constitution or change in shareholding pattern of the lessee(s) or change in legal status lessee(s) or change in directorship/ partnership shall be as under:

- (i) Proposals for change in constitution may be considered by the Managing Director before or during project implementation period. The purpose of allowing change in constitution is to enable lessee(s) to raise necessary resources/finances to implement the project and all such changes may be with prior approval of LIEDA only.
- (ii) The shareholders/partners/members of the lessee at the time of allotment may hold not less than 51% equity/share in profit & loss of the business unit till implementation of the project.
- (iii) Change in Constitution and shareholding of lessee may be processed and approved after collecting due fee as prescribed with prior approval of Board of Directors.
- (iv) No fee shall be charged in case of change in shareholder/partners/members Among the family members, changes occur on account of death of members/partners/shareholders of the lessee or wherein the members/partners/shareholders of the lessee(s) desire to transfer of shares/interest in favor of the family members without addition of outsiders.
  - (iv) No fee shall be charged on account of Change of shareholding between the existing members/ shareholders/ partners of lessee without addition of new members.

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

22. Change of title/name of the industry: The change in title/name of industry/ company shall be allowed. Title or name of the industrial undertaking shall be subject to payment of due fee as fixed by the Authority and subject to the following conditions:-

- (i) Written application explaining reasons for change of title.
- (ii) Any change of title or name shall not affect the trade of the industrial undertaking.
- (iii) No change in partnership/directorship shall be occurred without following proper process as detailed in rule-20 above.
- (iv) Rule 20 (iii) shall not be applicable in case the lessee has complied with rule-15.

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

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

25. Change in Partnership to Proprietorship: The lessee shall submit application along with dissolution of partnership deed and a certificate issued by the registrar of firms verifying the requisite change in constitution.

26. All changes discussed is this chapter will be subject to payment of fee prescribed by the board.

CHAPTER IX
FRANCHISE & MERGERS

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

(i) The interested group or company shall have minimum 100 (One Hundred) acres or above private land along with land documentation in District Lasbella.
(ii) Such project (s) shall be called as "Franchise".
(iii) The Authority shall reserve the right to get verification of the ownership of the said land.
(iv) "***The owner (s) of the land shall submit a draft Memorandum of Understanding (MOU) to the Authority and the authority shall onward transmit the same to the Law Department, Government of Balochistan for vetting. If deemed appropriate, all stakeholders involved in the proposal shall follow the terms and conditions of Balochistan Public Private Partnership Act, 2021".***
(v) The land owner(s) shall also submit the company profile including registration with Security & Exchange Commission of Pakistan (SECP), Registration with Pakistan Engineering Council, feasibility report, project and financial business plan of the Soundness/Solvency, certificate from any recognized commercial bank.
(vi) Active NTN Number and Sales Tax Number.
(vii) Subject to the approval of the proposal the private company shall enter into an Agreement with the Authority to start the project in compliance of all pre-requisite formalities.
(viii) The Franchise shall pay to LIEDA 5% or more as agreed upon of the total gross profit. Such share of profit shall bepayable to LIEDA by Franchise on monthly basis directly through banks.
(ix) The land shall be clear from all encumbrances and its title, whether owned or leased shall be in the name of the interested group or company.
(x) The Authority on demand and expenses of the Franchise can consider extension of services and utilities to its industrial park subject to availability, easy access or right of way and on the terms and conditions set by the Authority.

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

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

(2) The person or a group of persons or company interested in the merger shall submit unsolicited proposal to the Authority which will be endorsed to the Balochistan Public Private Partnership Authority subject to requirement under the provision of the act for necessary scrutiny and clearance to proceed further subject to viability of the project.

(3) In case of acceptance of unsolicited proposal, the person or a group of persons or company concerned shall submit to the Authority a detailed feasibility of the project containing all information as required in Balochistan PPP Act, 2021, Environmental Impact Assessment Report and draft PPP Agreement.

27. Merger of Private Land/ Industry: The owner(s) of private land located adjoining to/ in vicinity of industrial area of the Authority interested in setting up of industry/ expansion of his/their existing industry or any industry located adjoining to/ in vicinity of industrial area and intends to merge his/ their land/industry into the fold of industrial area of LIEDA for the purpose of availing incentives, facilities, services, and utilities may be encouraged in the larger interest of industrialization in Balochistan. The owner(s) of private land/ industry may follow following procedure in such a case: -

(a) To pay merger/ jurisdiction charges at the rate of Rs. 2,000,000/- per acre and at such rate approved by the Board of Directors LIEDA from time to time.
(b) To pay annual ground rent, service charges and any other charges at the rate applicable to the industries located in the industrial area of LIEDA.
(c) Only the attached/adjoining private land/ industry to whom the services & utilities available within the industrial area of LIEDA can be extendable conveniently will be merged in to the fold of industrial area concerned under the control of LIEDA.

(d) The applicant/ industry intend to merge his/ their private land/ industry should furnish following documents along with application: -
  - (i) To submit certified true copy of land/industry ownership documents,
  - (ii) To fill in and submit application in Form-A prescribe for allocation of plot supported with the requisite documents,
  - (iii) To explain reasons for inclusion of your land/ industry in covering letter,
  - (iv) To submit plan of utilization of land (in case of open land) supported with the timeline of completion of your proposed industrial undertaking/ expansion plan/operation of industry.

(v) The Managing Director, LIEDA will accept/ reject applications for merger of private land/ industry. In case of acceptance of application the applicant will be required to:-
  - (a) Pay merger/ jurisdiction charges,
  - (b) Pay advance payment of annual ground rent and any other charges due at the time of merger of private land/ industry,
  - (c) To sign Agreement with the Authority as per draft attached at (Form-I).

(vi) The Private land/ Industry upon merger will be assigned plot number in sector “M” created for the purpose.

(vii) Upon merger the buildings of industrial premises/ expansion of industry will be constructed with prior approval of plans by the Authority.

(viii) Any change in company name, constitution, directorship/partnership or change/ addition in trade will be carried out with prior written permission of LIEDA which will be allowed on compliance of formalities set in these rules for the industries located within jurisdiction of LIEDA.

(ix) Transfer of property of a merged land/ industry will be regularized subject to payment of prescribed fee approved by the Board of Directors LIEDA and compliance of laid down procedure.

CHAPTER X
MISCELLANEOUS

28. Other provisions:

(1) The Board of Directors is competent to write of any dues, bad debts and to waive of penalties subject to justification.
(2) The Board is competent to subside rates of land as incentive to encourage industrial development in the province of Balochistan or due to any other justified reason.
(3) The Board is competent to approve/allow change in status of Plot.
(4) The Board is competent to allow transfer of open plot or under construction buildings in special/ justified cases only.
(5) The Board of Directors enjoys full powers to alter, amend and relax any condition of these rules in genuine and justified cases only. The Board is also have authority to insert any other condition(s) in these rules as per requirement or to remove any condition observed hindering the industrial development.
(6) The Board of Directors is competent to approve LIEDA Building Code and to make any required subsequent amendments.
(7) The rules/ procedure described in these rules for industrial plots shall also be followed in respect of commercial and residential plots for their allotment, cancellation, transfer, surrender and other purposes, however requirement of rule 15(2) in case of rule

9(9) shall not be compulsorily requirement . Further in case of transfer of such plot(s) having open status, new term under rule 15(2) shall be allowed.

(8) In case of D-Listing of company registered in SECP before disposal of property, the property shall be transferred/ mutated in the name of directors show in the last filed Form-29 upon written request jointly signed by all the directors. In such a case verification by the Authority from SECP regarding status directorship of the company at the time of D-listing will be compulsory.

29. Other Conditions:

(1) The M.D LIEDA may authorize any officer of his/her organization to enter the premises of the Lessee(s) for inspection and certain information. During such inspections by the authorized officer to the premises if it is found that the project has not been fully implemented even after completion of stipulated time from the date of allotment even availing the extension in time under the provisions of these rules, then steps may be taken for cancellation of Allotment/lease of land immediately.

(2) The Managing Director, LIEDA initiating exercise of cancellation of Allotment/ Lease shall issue a 15 (fifteen) days notice on account of non-compliance of terms and conditions of Allotment/ Agreement to Lease/ Lease deed. In case of no response or non-acceptable response, a 15 (fifteen) days Show Cause Notice shall be served by the Managing Director upon the defaulter. A Final Show Cause Notice shall be issued if no response to the show cause notice is received. In case of failure to respond to the show cause & final show cause notices or non-acceptable response, letter of cancellation cum resumption of plot may be issued. The leased plots shall be cancelled through filing suit in the relevant court(s) of law following the legal procedure.

(3) The period of Implementation will be considered for extension by MD for a maximum of further one year or as the case may be, on case-to-case basis, where there is full justification with recorded evidences.

(4) In all cases, extension of time for implementation of the project will be considered only if the Dues of the Allottee/lessee are update.

(5) In case the land is allotted for setting up of a Pharmaceutical Unit, the extension in time for implementation of the unit for required period not more than another 24 months shall be considered on production of evidences that the setting up of unit has been delayed due to non-issuance of License by the Drug Regulatory Authority

(6) In cases, where there is partial implementation of the project the time for implementation may be considered for 2 more years with a penalty @ 3% per six months extension on the Current cost of land. This penalty is not to be computed with other penalties.

(7) If the request of the lessee for extension of time for implementation of the project is not considered by LIEDA, the M.D LIEDA in Compliance of laid down procedure may issue 'Cancellation order cum Resumption Notice

(8) Executive Engineer (Civil) may resume the possession of the premises plot on the date specified in the cancellation order cum resumption notice. The Director concerned may also initiate action for cancellation of lease deed (if issued) and refund the amounts paid after making necessary deductions within 15 days from the date of resumption of premises.

(9) The Cancellation Orders-cum-Resumption Notice may be sent to the address given in the Application Form Agreement to lease or to the last known address of the lessee by post, under Registered Post & Ack. Due and Certificate of Posting and by e mail. Copy of the Cancellation-cum Resumption Notice may also be sent to the Financial Institutions, in case No Objection Certificate is issued to such Financial Institutions by

LIEDA for financing the unit. The cancellation orders may also be sent by email and all applicants may give their email address compulsorily while submitting application.
(10) A copy of the Cancellation Order cum Resumption Notice must also be affixed on conspicuous place in the premises, if there is any structure in the presence of three witnesses.
(11) The envelopes, returned by the Postal Department undelivered to the addressee must be filed in the file as it is, without opening the envelope, in such a case cancellation order may be published in newspaper.
(12) After resumption of the premises, Director concerned may keep a watch over the public property/ premises. Any articles that were taken into the custody by Director Concerned may be disposed obtaining prior permission of M.D LIEDA
(13) In case the Allottee/ lessee is not able to implement the project for reasons which are clearly beyond his control, refund of deposited cost can be made to the Allottee/ lessee(s) after deducting 10% + actual dues provided the Allottee/ lessee surrenders the leased land/premises to the LIEDA voluntarily and registers the cancellation deed.
(14) In case the lessee is not able to implement the project within stipulated time, neither applied nor granted extension in time of implementation besides failed to justify non implementation, in such a case the allotment will be cancelled in compliance of laid down procedure and 50% of the upfront cost paid will be forfeited.
(15) Where the Allottee/ lessee, after payment of upfront cost of the premises, fails to execute the Agreement to lease within stipulated time of 30 days, the allotment is liable to Cancellation.
(16) The LIEDA has right to cancel the lease whenever it was found that the land is not utilized by the lessee for the purpose of which it was allotted. Consequent upon cancellation, LIEDA has a right to allot the vacated land in favor of any Potential entrepreneur.
(17) The Allottee within fifteen (15) days of cancellation, may apply for restoration/ re-allotment of plot which will be considered by the Managing Director LIEDA subject to payment of rate/cost difference. The applications received after the prescribed time will not be entertained and the cancelled plot/ property will be offered to the interested potential investor(s).
(18) The change in location or switching of Plot shall be allowed by the Managing Director subject to justification.
(19) In case the area of an allotted/ leased plot is found in excess of that actually allotted/ leased, the Authority shall recover the cost of excess area as per rate in vogue. In case of an operative unit the excess land will be allotted/leased without compliance of any conditions and such land will be utilized by the unit in operation for its expansion purposes.
(20) In case of any change required to be incorporated in already registered lease deed, an addendum to lease shall be issued by the Managing Director on the request of the Tenant/Lessee.

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

(a) Attested Copy of F.I.R lodged in the concerned Police Station /Levies Thana
(b) The lessee shall publish an advertisement in at least two newspapers regarding lost or wastage of the original documents and provide original newspapers to the authority

(c) The Authority at the sole satisfaction of the reasons explained by the lessee shall issue duplicate document after depositing prevailing fee/ charges in this regard.

31. Industry related commercial and other activities:

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

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

(3) The proposed activity may not affect the existing/ neighboring industrial units and may be compatible to the Industrial area.

(4) The Change in status of plot will be subject to approval by the Board of Director LIEDA and payment of rate difference.

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

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

34. Relaxation of rules: The Board may for reasons to be recorded in writing, relax the provisions of these rules in individual cases in such manner as may appear to it to be just and equitable, where it is satisfied that the strict application of the rule would cause undue hardship in particular case.

35. Delegation of Powers: - (1) The Board may by general or special order delegate to the Chairman, Managing Director, Director, Officer or servants of the Authority any of its powers as provided in Section -13 of LIEDA Ordinance of 1984.

BY ORDER OF GOVERNOR
BALOCHISTAN

ABID SALEEM QURESHI,
Secretary
Industries and Commerce
Department.

Lasbela Industrial Estates Development Authority

Application #

(Established under section 3 Government of Balochistan Ordinance IX of 1984)

Appendixes (FORM – A)

See rule 3(b)

Lasbela Industrial Estates Development Authority

Enterprise Entry Application Form

Guidelines for completing the Application Form

Please complete the form after reading the **Terms & Conditions**.

Section 1 – Applicant's Information

Please provide complete information. Individual Applicant shall also provide copy of Computerized National Identity Card (CNIC).

Section 2 – Applicant's Profile

Please mention type of Applicant by checking the appropriate box; i.e. Body Corporate, Registered / Unregistered Firm, Partnership, Sole

Section 3 – Info Principal Officer

Information of Principal officer of the Company be provided in this section

Section 4 – Industry Outline

Please provide details of the cluster you are interested in. Kindly also mention the approximate size of the plot you desire.

Section 5 – Project Details

List primary activities of the proposal project, products and services. You may use a separate sheet to submit additional information for Raw Material / Utilities required after commencement of construction. Also mention the estimated number of people you will be employing, and specify the construction schedule, timeline and estimated cost of the project i.e. cost on Civil Works and on Machinery and Equipment.

Date:

1. APPLICANT'S INFORMATION (PLEASE FILL IN CAPITAL LETTERS)

NAME OF APPLICANT FIRM:

SECP Registration # :

NTN # :

STRN # :

REGISTERED ADDRESS :

TELEPHONE :

MOBILE :

FAX :

E-MAIL :

WEBSITE :

2. PRINCIPLE OFFICER

NAME OF PRINCIPLE OFFICER :

CNIC # : - -

RESIDENTIAL ADDRESS :

TELEPHONE :

MOBILE :

FAX :

E-MAIL :

3. APPLICANT'S PROFILE

TYPE OF ENTITY / BUSINESS CONCERN (Please Tick as Appropriate) :

☐ Body Corporate	☐ Registered Firm	☐ Unregistered Firm
☐ Partnership / AOP	☐ Sole Proprietorship	☐ Other (Please Specify):

ORIGIN OF ENTITY / PERMANENT ESTABLISHMENT

i. City :

ii. Country :

DETAIL OF DIRECTORS / PARTNERS (Attach separate list in case more)

S. #	**Name**	**CNIC #**	**Address**
01			
02			
03			
04			
05			

4. OUTLINE OF INDUSTRY

(a) DESIRED INDUSTRY (Give Brief Detail) :

(b) DESIRED PLOT SIZE : Sq. Meters / Acre(s)

(c) INDUSTRIAL ESTATE:

(d) SMALL SCALE ☐ MEDIUM SCALE ☐ LARGE SCALE ☐ MEGA PROJECT ☐

5. DETAILS OF PROPOSED PROJECT

(a) **DESCRIPTION OF RAW MATERIAL (IMPORTED) & ANNUAL IMPORT VALUE**

(b) **DESCRIPTION OF RAW MATERIAL (INDIGENOUS) & ANNUAL VALUE**

(c) **PRODUCTION**

(i)	Annual Production Capacity	
(ii)	Products to be Produced	
(iii)	Similar Local Products	
(iv)	Similar Imported Products	
(v)	Value of Annual Production	
(vi)	Annual Export Value (if any)	

(vii) Origin of Export

(d) **ESTIMATED DEMAND OF UTILITIES :**

(i)	Electricity :	KvA	(iv)	Telephone Lines:	
(ii)	Water :	Gallons / Day	(v)	Internet, Broadband, Cable / DSL :	
(iii)	Gas :	MMCFD	(vi)	Self-Generation (Specify Type & Capacity)	
(vii)	Others (Please Specify) :				

(e) **ESTIMATED NUMBER OF EMPLOYEES :**

20 – 50	50 – 100	100 – 250	Others (Please Specify) :

(f) **ESTIMATED COST OF PROJECT :**

(i)	Land / Civil Works :		(Pak Rupees / US $)
(ii)	Machinery & Equipment :		(Pak Rupees / US $)
(iii)	Equity :		(Pak Rupees / US $)
(iv)	Loan :		(Pak Rupees / US $)
	Total Project Cost :		**(Pak Rupees / US $)**

(g) **CONSTRUCTION SCHEDULE : (Provide Milestones / Timelines) :**

(i) Foreign Investment & Type (Equity / Loan / Machinery – Please Specify Case Terms) :

(ii) Details of Foreign Technical Collaboration :

(iii) List of Machinery to be Imported & Possible Countries of Import :

(h) **EFFLUENT / WASTAGE DETAILS :**

Category	Description of Effluent	Quantity / Day	Mode of Pre-Treatment	Mode of Disposal

Effluent				
Solid Waste				
Gaseous Waste				
Any Other Waste				

Arrangement by Applicant for Initial Treatment of Effluent / Wastage at own Premises :

(For Office Use Only)

LASBELA INDUSTRIAL ESTATES DEVELOPMENT AUTHORITY (LIEDA)

ACKNOWLEDGEMENT RECEIPT

Application #

(a) Name of Applicant / Company / Partnership :

(b) Size of Plot / Estate applied for (sq.mt / acre):

(c) Pay Order / Demand Draft # :

Name of LIEDA Official :

Date of Receipt :

For Office Use Only

Plot No. Allotted

Size of Plot :

Cluster :

Pre-qualified for Allotment : ☐ Yes ☐ No

Result of Request : ☐ Successful ☐ Unsuccessful

Remarks :

IMPORTANT NOTES

- **Acknowledgement Receipt of Application should NOT be construed as Approval of Application**

- **Please quote the Application Number for all future communication**
- **Annexure 'A' and B hereto form an integral part of this Application Form**
- **At the time of submission of Application Form, please bring an attested copy of CNIC and NTN Certificate for verification purposes**
- **Expatriate Pakistanis / Foreign Nationals are required to provide copy(ies) of valid Passport(s)**
- **Failure to submit any prescribed document(s) may result in delay / disqualification of the Application**
- **In the event that the application is selected for further processing, a selection letter will be sent to the applicant**
- **Feasibility Report of Project to be established by Applicant shall be submitted along with application. This submission is not to be construed as an allocation of the plot of land or otherwise as an entitlement to any plot of land. The Feasibility Report shall be prepared and submitted by the Applicant at his sole cost and expense. Allocation of a plot of land shall only be made after issues in writing a confirmation of final selection to the Applicant in respect of a plot of land**
- **I/we hereby declare that the above statements and attached documents are true and correct to be best of my/our knowledge and belief. I/we shall abide by any other condition, which may be stipulated by the LIEDA.**

Authorized Signatory :

Date :

WITNESS 1		**WITNESS 1**	
Signature :		**Signature :**	
Name :		**Name :**	
CNIC	- -	**CNIC**	- -

Lasbela Industrial Estates
Development Authority

Head Office: Hub Industrial & Trading Estate (HITE),
LIEDA, Hub, District Lasbela, Balochistan, Pakistan.
Tel: +92 (0)853-303-361, 62
Email:info@lieda.gov.pk**Website:**www.lieda.gov.pk

ANNEXURE "A-01"
See Rule 3 (b)

ENTERPRISE ADMISSION CRITERIA

The Applicant must submit undertaking on non-judicial stamp paper worth Rs.100/= along with Entry Application Form solemnly affirming the Enterprises Admission Criteria described below: -

(a) The enterprise is in designated industry/ sector as appropriate for the zone; and

(b) The sponsors/ owners/present management has/ is:

- (i) Not engaged into any illegal industrial, financial or services business or dealings;
- (ii) Not defaulted in their loans towards banks along with the companies in which they are director or major shareholders,
- (iii) Never been convicted or fraud or breach of trust or of an offence involving moral turpitude or removed from service for misconduct;
- (iv) Neither been adjusted as insolvent nor suspended payment of his debts not has compounded with his creditors;

DEPONENT

ANNEXURE "A-02"
See Rule 3 (I)(b)

DOCUMENTS TO BE ATTACHED WITH THE ENTERPRISE ENTRY APPLICATION

The following documents are required to be attached with the Enterprise Entry Application: -

a. Where the Applicant is an incorporated company:

(i) Certified copy of valid Computerized National Identity Card (CNIC),
(ii) Certified Copy of Memorandum and Article of Association,
(iii) Certified copy of Incorporation certificate,
(iv) The name of shareholders and directors of the Company,
(v) Description and source of employment
(vi) List of key managerial staff with their CNIC, NTN, cell, email and addresses along with their CVs/ profiles. In case of foreigners, their passport numbers are required in place of CNIC
(vii) The most recent Form "A" and Form-29 filled by the company under the Companies Ordinance, 1984 or Companies Act, 2017
(viii) Certified copy of Resolution of the Board of Directors of the Company for purchase of plot of land at the Hub-SEZ, the project to be established thereon, and name(s) of the Director(s) duly authorized to execute the documents on behalf of the company,
(ix) NTN & GST numbers Certificates of the company,
(x) Copy of CNIC of Directors(s) authorized to execute documents on behalf of the company,
(xi) Detailed project Report/ profile/ Business Plan with process flow chart, justifying the extent of the land required for proposed project. The projection with regard to production, exports, employment generation, domestic raw material consumption and imported raw material for the next five years must be stated in Business Plan.
(xii) Business profile of the company
(xiii) Power, water & Gas requirements of the project and their time line,
(xiv) List of Local, Imported Plant, Machinery, Layout of the proposed project and details of greenery/lawn to be maintained as per policy,
(xv) Details of litigations and decrees against the company, if any,
(xvi) Financial statement and income tax returns for the last three (3) years,
(xvii) Additional documents and/ or undertakings if any required.

b. Where the Applicant is a Partnership Concern:

(i) Deed of Partnership

(ii) Firm Registration Certificate,

(iii) Resolution by the Partners for purchase of the plot, the Project to be established thereon and the names)/ Power of Attorney(s) of the partner(s) authorized to execute documents on behalf of the Partnership,

(iv) NTN & GST numbers certificates of the Partnership Company,

(v) Detailed Project Report/ Business Plan with process flow chart, justifying the extent of the land requirements. Projection for production, exports, employment generation, domestic raw material consumption and imported raw material for the next five years must be stated in Business Plan.

(vi) Business Profile of the firm.

(vii) Power, water & Gas requirements of the project with time line,

(viii) List of Local & Imported Plant, Machinery, Layout of the proposed project and details of greenery/lawn to be maintained as per policy of Hub-SEZ,

(ix) Description and source of employment.

(x) List of key managerial staff with their CVs/ profile. In case of foreigners, their passport numbers are required in place of CNIC

(xi) Financial statements and income tax returns for the last three (3) years,

(xii) Details of litigations and decrees against the Partnership company/ partners, if any,

(xiii) Additional documents and/ or undertakings if any required.

c. Where the Applicant is a Proprietorship Concern:

(i) Copy of the valid CNIC of the individual,

(ii) Copy of NTN & GST numbers certificate of the company,

(iii) Detailed Project Report/ Business Plan with process flow chart, justifying the extent of the land applied for. Projection for production, exports, employment generation, domestic raw material consumption and imported raw material for the next five years must be stated in Business Plan.

(iv) Business Profile of the firm,

(v) Power, water & Gas requirements of the project with time line,

(vi) List of Local & Imported Plant, Machinery, Layout of the proposed project and details of greenery/lawn to be maintained as per policy,

(vii) Description and source of employment.

(viii) List of key managerial staff with their CVs/ profile. In case of foreigners, their passport numbers are required in place of CNIC

(ix) Financial statements and income tax returns for the last three (3) years,

(x) Details of litigations and decrees against the individual, if any,

(xi) Additional documents and/ or undertakings if any required.

greenery/lawn to be maintained as per policy

For Official use only:

Checked By:____________________ Application No. ___________________________

Signature: _______________________ Dated __________________________

FORM-B
(see rules 3 (b)

LETTER OF ALLOCATION OF INDUSTRIAL LAND/ TERMS & CONDITIONS
LASBELLA INDUSTRIAL ESTATES DEVELOPMENT AUTHORITY
Lasbella, Balochistan

This is to inform you that your application No__________ for allotment of ______ acre of plot is approved for lease of industrial plot measuring _________ square meters/ acre in _________ industrial estate _______________ for setting-up ______________ subject to the following terms & condition and standard agreement to lease, provided you communicate to us the acceptance of the following terms and conditions within seven (07) days from the receipt of this offer:

(1) **SCHEDULE FOR PAYMENT OF LEASE MONEY:**

(i) That the lease amount of the industrial land approved for lease in your favor comes to PKR ____ at the rate of PKR_____ per square meter/ acre fixed by the Board of Directors LIEDA.

(ii) That you shall pay PKR. ____________ (Rupees _____________________ only) being lumpsum payment of premium of land or 50% as down payment in case of opting payment of premium in installment, while schedule of balance payment would be indicated in Standard Agreement to lease to be executed after acceptance of the terms and conditions.

(2) **PAYMENT OF LEASE RENT**.

That the rent shall start within thirty (30) days of issuance of letter of Allocation or from the date of possession of the plot whichever is earlier. Ground Rent of Rs. ______________) per acre per annum shall be payable in advance. During first year payment will be made before taking over possession of the plot and the lessee shall ensure subsequent yearly payment within a week of the commencement of each year (whether demanded or not).

(3) PENALTY:

That penalty @15% per annum will be charged on any amount of ground rent, or any other dues not paid to the Authority on the due date and shall be payable along with arrears.

(4) **TIMELINE FOR COMMENCEMENT OF PRODUCTION:**

That you shall submit to the Managing Director for approval, the plans and designs of the industrial undertaking within 3 months of the allotment and start construction within 6 months of the date of approval and installation of machinery and go into production within 24 months of the date of allotment, failing which allotment will be cancelled without any further notice.

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

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

(6) NATURE OF TRADE:

That you are restrict to trade mentioned in application form and allowed in this letter of Allocation of land. Any change/ addition in trade will be subject to prior approval of the Authority.

(7) CONSTRUCTION ON THE PLOTS:

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

(8) UTILIZATION OF PLOTS:

That the allottee/lessee is liable to utilize the industrial plot as under:

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

(9) WATER SUPPLY:

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

(10) TRANSFER OF PLOT:

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

(11) MAINTENANCE OF ROAD INFRASTRUCTURE:

That the maintenance of road infrastructure once provided by the Authority shall be responsibility of the lessee and the lessee shall keep the road infrastructure in front and surrounding area maintained up to satisfaction of the Authority.

(12) PLANTATION, LIGHTING AND CLEANLINESS:

That the lessee shall be responsible to keep the front and surrounding area of factory premises clean and green besides, to provide and maintain sufficient lighting and CCTV cameras outside of the premises for the purpose of security.

(13) COMPANY DISPLAY BOARD:

That the lessee upon raising construction on plot is liable to install display board on/annexed to main gate containing “company name”, “Plot Numbers” and “Trade details”.

(14) EMPLOYMENT TO LOCALS:

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

(15) LABOUR TRAINING:

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

You are required to communicate to us your acceptance of the terms and conditions of letter of Allocation and to furnish Agreement to Lease (in duplicate) as per standard format attached hereto for its execution. Please note that if your acceptance of the above terms and conditions is not received to us within seven (07) days from the receipt of this offer, the same stands automatically withdrawn. Further, we will be under no obligation to lease any land to you within our area after the expiry of the above-mentioned period. In such case, 10% earnest money deposited by you with the application shall be forfeited. The Ordinance and Rules of LIEDA shall be superseded in case of any ambiguity.

FORM-C
(see rules 3(2)

ACCEPTANCE OF THE LESSEE(S)

I/we the lessee(s) carefully read and understood the terms and conditions issued by Lasbella Industrial Estate Development Authority vide No._ dated and I/we shall abide by all these terms and conditions. I/We will also abide by all provision of LIEDA Ordinance, 1984 and LIEDA Allotment Rules. I/We the Lessee(s) further hereby undertake that in case of breach of any terms and conditions or violation of LIEDA Ordinance, 1984 or LIEDA Rules, 2022, the LIEDA has right to cancel/withdraw the allotment and resume possession of premises leased out in our favour.

Name(s) of the Lessee (s)

Address (es) of the Lessee(s)

Signatures & Stamp of the lessee(s)

Witness 1	Witness 2
Signature	Signature
Name	Name
CNIC No.	CNIC No.
Address	Address

FORM-D
(see rules 4 (1)

STANDARD AGREEMENT TO LEASE FOR INDUSTRIAL PLOT

(1) This Agreement made at ________________ on this ________ day of_________, 20_____ BETWEEN the Managing Director Lasbella Industrial Estates Development Authority, Lasbella hereinafter called 'The Authority' which expression where the context so requires shall be deemed to include and mean its successors, executors, administrators and assigns) of the one part AND M/s________________ acting through its authorized Director/Partner/Proprietor namely Mr. ______________________ S/o______________________________ having CNIC No. _________________________ registered address ____________________________ (hereinafter called 'The Lessee(s)' which expression where the context so requires shall be deemed to include and mean its successors and legal representative of the other part

(2) Whereas the Lessee's) has deposited with the Authority PKR.______________ (Rupees ___________________ Only) being lumpsum/ as 50 % down payment of plot (s)/ land measuring _____square Meters/ acre at_________________Industrial Estate, for the purpose of establishing and setting up _____________unit under the name and style___________________ against a valid NOC/Lease order from, LIEDA and has undertaken to pay the balance of PKR. _______________ in the manner hereinafter appearing.

(3) And Whereas the Authority has allotted the Plot bearing P.D.S. No.____________ measuring ____________square meter/ Acre for aforesaid purpose to the Lessee(s) on the terms and conditions contained herein and those already conveyed to lessee(s) vide LIEDA letter No. ________________________. Dated ________________.

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

(a) To comply with and abide by the terms and conditions of this Agreement and with all the directions, from time to time given by the Authority regarding the use of Plots and running of the said Industrial Undertaking.

(b) To obtain from the proper authorities, where necessary the requisite sanction for the establishment of the Industrial or commercial undertaking and comply with all the regulations of the Federal/Provincial Government without which the permission given by the Authority shall be of no avail.

(c) The lessee (s) shall pay:

(i) All taxes, rates, royalties (if any be payable) assessments, duties, charges (Including betterment and maintenance charges) and any impositions whatsoever, which may now or hereafter be charged or be imposed upon or be payable in respect of the plot(s) and structure thereon or any business conducted therein under any law for the time being in force.

(ii) The lessee(s) shall pay to the LIEDA, the balance amount of the plot(s) leased out to him/her/them @ Rs. ____________ per acre as specified below:

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

(iii) Within the first week of the commencement of each year, the annual ground rent of Rs. ______________ per acre in advance (whether formally demanded or not), the first of such payment made on __________which shall for all purposes be deemed to be the date of possession.

(iv) To pay penalty at the rate of 15% per annum on any amount of the premium, the ground rent or any other dues not paid to the Authority on the due date. The mark-up calculated from the date of default shall be paid along with the amount in arrears.

(d) To submit to the Authority for approval of the plans and designs of the industrial undertaking within three 3-months of the allotment and to start the construction within 6-months of the date of approval of plan. Install machinery and go into production within 24-months of the date of allotment, to the satisfaction of the Authority. failing which the

allotment will be cancelled without any further notice. (In case Mega Projects the time limit for commencement in production is 48 months while large scale industrial undertaking should be completed within 36 months.) The plans, section, elevation and specification for the industrial undertaking shall be prepared by an architect duly registered and licensed under the relevant laws/ rules and the installation of the plant and machinery therein supervised by qualified and competent architects, engineers and technicians. All infrastructure facilities like roads, sewerage, water supply networks. The supply of utilities like water and electricity will be provided by the Authority subject to availability, control and compliance of terms and conditions prescribed for the purpose.

(d) To comply with and ensure that the building(s) are constructed and the industrial undertaking established and run strictly in accordance with the provisions of the relevant by-laws, Building Code of LIEDA and rules applicable in the province and the instructions issued by the Authority from time to time, regarding the construction of the building.

(e) To provide as soon as possible, labour quarters in the area of the sector reserved for labour colony.

(f) Not to remove any stone, gravel, sand, clay, mineral or any other material from the plots except for use therein, nor shall the lessee(s) to obtain material for filling from any land not allotted to it.

(g) Not to tap or use underground water except to the extent and in the manner as previously approved by the Authority. Not to demand water for constructional purposes at all and for subsequent purpose till it can be supplied by the Authority.

(i) Not to use or permit to be used the plots or any part thereof for residential purposes except for essential personnel use or for such use as night watchman/Resident Engineer or as permitted by the Authority in writing.

(j) To allow transfer of right under this Agreement by sale, sub-sale, exchange, gift or otherwise or part with possession of the plots or part thereof only with

prior approval of the Authority and payment of prescribed fee fixed by the Authority from time to time. Provided that nothing herein contained shall apply to the mortgage of the plot(s) with an authorized Loan giving agency or commercial bank (s) or such terms and conditions as the Authority may approve.

(k) Not to use the plot or any part thereof for any purpose other than that mentioned in the Lease letter or a purpose directly subservient thereto or connected therewith except as may be permitted by the Authority on such terms and condition as it may determine.

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

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

(ii) The Stamp Duty and Registration shall be paid by the Lessee(s).

(iii) Time will be the essence of contract in these terms and conditions.

(iv) All communication from the Authority to the Lessee(s) shall be deemed to have been sufficiently served if personally delivered to the Lessee(s) or sent at the address in writing intimated by the Lessee(s) to the Authority. A communication sent by post shall be deemed to have been delivered within due course of postage time.

(v) If there is any default, breach or non-observance of any of the terms and conditions of this Agreement including non-payment of any amount due from the Lessee(s) for a prescribed period then not withstanding any right of action in respect of any antecedent breach, it shall be lawful for the Authority to cancel this Agreement and Lease and forfeit any amount paid by the Lessee(s) and in such case the Authority, any officer or servant of the Authority, duly authorized in this behalf may enter upon the plots and take possession of the same and of any building, construction or any material or thing found thereof for the absolute benefit and use of the Authority without any liability of the Authority to pay any compensation thereon. This Agreement and everything contained in it shall absolutely cease and determine and the plots shall revert in the Authority but without prejudice to the rights of the Authority to enforce any rights arising out of the default or recovery of any amount due from the Lessee(s), provided that if the Lessee(s) surrenders the plot(s), 20% of the total premium plus actual dues (if any outstanding) shall be forfeited by the Authority and the rest of the amount paid by the lessee(s) shall be refunded.

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

____
____
____

And the address of the Allottee/ Lessee is:-

____
____
____

IN WITNESS WHEREOF THE PARTIES above named have set their hands the day, the month and the year first above written.

SIGNED BY	SIGNED BY
________________________________	________________________________
For and on behalf of the Authority	For and on behalf of the Allottee/Lessee
In the presence of	In the presence of:
1.______________________________	1. ________________________
________________________________	________________________________
________________________________	________________________________
2.____________________________	2. ____________________________
_______________________	________________________________
_______________________	________________________________

FORM E
(see rule-5)
LEASE DEED

INDENTURE OF LEASE FORM

BETWEEN

Lasbela Industrial Estates Development Authority

AND

M/s __________________

In respect of plot No. ________________________

Sector "____" _____ Industrial Trading Estate

THIS LEASE made this day of 20___ Two Thousand and Twenty ________

BETWEEN

LASBELA INDUSTRIAL ESTATES DEVELOPMENT AUTHORITY (LIEDA) having its office at Hub Industrial Trading Estate, Hub, District Lasbela Balochistan (hereinafter called the Lessor which expression where the context so admits includes the persons deriving tile under if) of the one part AND**M/S ______________________________**, having its Office at ______________________, acting through its __________ **MR. ___________________** S/o _____________ holding CNIC No._______________ (hereinafter called the ''Tenant'' which expression where context so admits includes the persons deriving tile under him) of the other part.

WITNESSETH, in consideration of the rent hereinafter reserved and of the co-venants by Tenant herein contained, and it is hereby declared as follows:

1. The Lessor on payment of Rs. __________ (Rupees _____________only) being full & final premium hereby demises unto the Tenant: M/s __________________________ ALL THAT piece or parcel of land bearing Plot No. ___________________ Sector "____"admeasuring ________square meters / Acre or thereabouts delineated in red upon the plan hereto annexed situated in Hub Industrial Trading Estate, Tehsil Hub, the District Lasbela, and bounded as follow:

One the North by: __________

One the South by: __________

One the East by: __________

One the West by: __________

for use and enjoyment only as____

and no other, use with the previous consent of the Lesser in writing given.
TO HOLD onto the Tenant for the term of 99 years from the day of
YIELDING AND PAYING during the said term the clear yearly rental of Rs._________/- (Rupees________________________only) without deduction whatever, and without prejudiced to the Lessor's right determine this Lease and of its right of re-entry upon the demise land and such other rights and remedies as may be open to the including penalty at 15% per annum leviable on all rents and any other dues not so paid with effect from the date of default and shall be payable along with arrears of actual dues. The Lessor reserves the right to cancel the lease on account of non-payment of dues or breach/ non-compliance of any of the condition of this indenture of lease following the legal procedure.

2. The Tenant hereby covenants with the Lessor in the manner following namely:-

(1) To pay the rents hereby reserved at the time and in the manner aforesaid and to observe and perform all the provisions herein contained.

(2) To pay (in addition to the rents hereby reserved) to the lessor as it may direct all taxes, rates, assessments, duties, charges and imposition whatsoever which now are or during the said term shall be charged or imposed upon or be payable in respect of the demised land or any building, erection or the plant, machinery, engines or other matters and things in relation to the Tenant's factory or business, byany lawful authority , whether the same shall have been payable by the owner or occupier thereof, and to pay to the Lessor any payment or contribution made by it in respect thereof, with penalty 15% per annum calculable from the date of default and shall be payable along with arrears of actual dues.

(3) In all respects to comply with the previsions of law and all obligations, imposed by law in relation to the factory and business of the Tenant.
(4) Not at any time during the said term without the previous written consent of the Lessor, to erect or suffer to be erected any new building or erections, or make or construct permanent roads or ways on the demised land, nor without the like consent to make any structural alteration or addition whatsoever to the building or erection in existence upon the demised land. Every erection, alteration or addition, however necessitated or made requisite or desirable shall be according to such authoritatively approved plans, sections, elevations and specifications submitted by the Tenants, as the Lesser may in writing previously approve of without such conditions as it may think necessary or desirable, to impose, and without such previous approval in writing, not to commence any erection, alteration or addition. But such approval shall not be refused received by the Tenant, within thirty days of his application, the required approval shall be deemed to have been given by the Lessor.

(5) To pull down and remove forthwith any building, erection, alteration or addition erected or made in breach of the Tenant's covenants and immediately to rectify the consequences of such breach.

(6) To keep the demised land and all building, structures and erection from time to time standing thereon in tenantable repair and the factory, machines and engines upon the demised land in working condition to the satisfaction of the lessor except as to deterioration or damage resulting from reasonable wear and tear and act of God or inevitable accidents or resulting directly or indirectly from action by or against enemies of the State by sea or land or air by measures taken to avoid the spreading of the consequences of damage caused by or in repelling enemy action.

(7) To maintain the roads and ways upon the demised land in substantial repair and clean condition at the Tenant's own cost, and to contribute in common with other tenants of the Lessor's Estate, such fair proportion of the cost of repairing, maintaining and keeping clean service roads within the Lessor's Estate, as the Lessor may determine.

(8) To use the demised land for the purposes of the manufacture of

____

and not to use or permit to be used the demised land or any building or structure thereon for any other purpose except with the previous consent in writing of the Lessor.

(9) Not to use the demised land or any building or structure thereon or suffer the same to be used for any offensive, noisy or dangerous trade, business, manufacture or occupation, or for any purpose or in any manner which may be a nuisance to the Lessor or the owner or occupier of adjacent or other premises upon the Lessor's Trading Estate or in the Lessor's opinion detrimental to the use and development of the same PROVIDED THAT the Tenant shall use his best endeavors to carry on his business of the manufacture of

____

On the demised land in such a way as to cause a little nuisance to the Lessor or the owners or occupiers of adjacent or other premises as is reasonable, possible, regard being paid to the fact that the demised land is upon a model industrial site for use as aforesaid PROVIDED THAT the carrying on in a proper manner trade or business hereby provided for shall not be deemed to constitute a breach of this covenant.

(10) Not to allow any dangerous, poisonous, or objectionable affluent or matter to be discharged into the drains or sewers, but to take all such measures as may be necessary to ensure that any affluent or matter so discharged will not be corrosive or otherwise harmful to the drains or sewers cause obstruction or deposit therein.

(11) To maintain effective and workmanlike arrangement for the disposal of debris and other waste matter arising out of the aforesaid manufacture or conduct of trade.

(12) To maintain every furnace, engine or other machine or contrivance upon the demised land so as to consume the smoke resulting from its use and not to use or suffer the same to be used negligently or without the smoke being substantially consumed and not to cause or permit any grit or noxious or offensive effluvia to be emitted from any furnace, engine or contrivance upon the demised land without using the best practicable means for preventing or counteracting such omission.

(13) Not without the previous consent in writing of the Lessor to use the demised land or any building or structure thereon for the purpose of advertising or for display in any advertisement, poster or notice PROVIDED NEVERTHELESS that THE Tenant shall be entitled to affix upon the same a board or plates or any other form of advertisement, indicative of his name and business and of the articles produced by him, the same to be of a size and to be placed in a position first produced by him, the same to be of a size and to be placed in a position first approved in writhing by the Lessor.

(14) Not to Use the demised land or any building or structures thereon for residential purposes or to house any persons except such of them as the Lessor may by writing permit there to reside for the sol and requisite purposes of the aforesaid business and manufacture of the Tenant.

(15) To maintain the demised land, the buildings and structures thereon in clean and sanitary condition and to maintain the exterior and the compound wall of the same in a state duly painted, distempered or white or colour washed in keeping with other premises on the Lessor’s said Estate.

(16) To permit the Lessor and its contractor’s agents, servants or workmen at all reasonable time to enter upon the demised land and buildings and structures thereon for the purpose of ascertaining the observance of the Tenant’s covenants or of repairing any adjoining premises as occasion may require or for the purpose of maintaining, testing or repairing service, mains, pipes, cables, drains, sewers or culverts as may be necessary or as occasion may require.

(17) Not to assign, underlet, or create any form of security over or part with the possession of the demised land or any building or structure thereon or the factory, plant, machinery, and engines therein installed without the written consent of the Lessor being first obtained. Such consent shall not unreasonably be withheld, of its refusal within a period of thirty days from the date his request is received by the Lessor.

(18) To indemnify and keep the Lessor well saved and harmless from and against every claim or demand howsoever arising from any act or default of the Tenant and every suit, action or proceeding in respect of the same.

(19) To comply with all the requirements of lease and all the directions of the authorities duly constituted in respect of the factory, trade or manufacture of the Tenant.

(20) Not to interfere with and to make all provisions and take all precautions against fouling electric, telephone or telegraph lines, cables and inclines, drains or sewers or any other service, line or communication of railway, train or trolley lines at any time upon or running through the demised land.

(21) To keep the buildings and structures and the factory, plant, machinery and engines upon the demised land insured for the full insurable value thereof against risks of loss or damage by fire, and war risks in case of emergency, with some respectable insurer and to pay the premia for the same as and when the same shall fall due. In case of non-reconstruction of the factory within twelve months of the receipts of full insurance money the lease would be liable to cancellation.

(22) At the termination or sooner determination of the terms to quietly yield up to the demised land to the Lessor, and within six months after the expiration or sooner determination of the terms to pull down and remove all the buildings, orations, structures, plant, machinery, engines and fixtures, constructed or set up by or belonging to the Tenant during the term upon the demised land and to restore the demised land to such good and level conditions as the same shall have been before any creationwas made and it is hereby agreed that all property of the Tenant which shall not within the said period of six months have been removed, shall remain and before the use and benefit of the Lessor who shall be at liberty to remove, sell or dispose of the same in such manner as it shall think fit without paying any compensation to the Tenant for or in respect of the same and any expense in connection with such retention, removal, sale or disposal being recoverable from the tenant, the mesne profits for the period of six months allowed for removal at the same rate as the rent hereby reserved being likewise payable by the Tenant PROVIDED ALWAYS that if the Lessor shall renew this lease to the Tenant for a further term then the provisions of this covenant shall not be applicable until the expiration or sooner determination of the renewed term.

3. The Lessor hereby covenants with the Tenant as follows:

(1) The Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part to be observed and performed may peaceably hold and enjoy the demised land during the term hereby granted without any interruption or eviction by or on the part of the Lessor or any person rightfully claiming from under or in trust for the Lessor provided that, nothing herein contained shall limit or restrict the user of any land or building in the neighborhood of the demised land.

(2) The Lessor will maintain in repair all roads on its Estate until the maintenance of them is taken over by an appropriate authority.

[

(3) Subject to the approval of the appropriate persons and authorities the Lessor shall permit the Tenant to take from the Lessor's main water pipeline such reasonable quantity of water as may in the opinion of the Lessor be necessary for the purposes of the Tenant through the Tenant's own service lines to and upon the demised land, at such cost as the Lessor may determine from time to time, the quantity taken being determined by a meter installed by the Tenant at his own cost as and where the Lessor may direct.

(3) PROVIDED ALWAYS that if the rent herein above reserved or any part thereof shall be in arrears and unpaid for sixty days after the same shall have become due or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained and on the Tenant's part to be paid, performed or observed or if the Tenant (being a Company) shall go into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation in which case the prior written consent of the Lessor shall have been obtained) or if the Tenant shall assign or part with possession of the demised land, the building and structures and the factory, plant, machinery and engines thereon without the consent of the Lesser to a private individual or firm or the Tenant (being a private individual or firm) such assignee or the Tenant shall become subject to the insolvency laws or shall enter into any composition with his or their creditors then and in any such case it shall be lawful for the demised land or any part thereof in the name of the whole to re-enter and the demised land peaceably to hold and enjoy thenceforth as if these presents had not been made 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 Tenant herein contained and without prejudice to the right on the part of the Tenant to remove all and every of the buildings, creation, structures, machinery and fixtures created, constructed or set up by or belonging to the Tenant during the term on the demised land. BUT PROVIDED that the Lessor shall have a first lien on all goods and all buildings, structures and machinery on the said property and the proceeds thereof for the payment of all monies due under or in accordance with these presents, or otherwise from the Tenant and for the due performance of the covenants herein contained.

4. It is hereby further agreed by and between the parties hereto as follows:

(1) If either party at any time after the completion of FIVE years of the LEASE hereby granted shall consider that the rent hereby reserved does not represent the then current rental value in the open market, of the demised land, such party may apply for revision of the said rent by giving no less than three months previous notice in writing to the other party of his or their intention in that behalf and the said rent shall then, if necessary, be revised so as to represent the current rental value, in the open market of the demised land at the date of notice becoming effective on the terms of this lease, the amount of which failing agreement between the parties shall be determined by reference to the provisions of the Indian Arbitration Act, 1940, however that the revised rent in any case shall not exceed one hundred percent over the existing rent and such revised rent shall thereupon be deemed to have been substituted for rent made payable hereunder as from the expiration of the year (computed by reference to the date of the commencement of the term granted by these presents) in which such revision is made and this lease shall henceforth be read and constructed accordingly but so nevertheless that until the revised rent shall have been determined as aforesaid the said rent hereby reserved shall continue to be payable subject to such adjustment (if any) as may be necessary being made between the parties hereto on the yearly date for the payment of rent next following the determination of the revised rent pursuant to the provisions hereinbefore contained AND it is hereby provided, that in agreeing to or determining the amount of such revised rent appropriate adjustment shall be made to offset any alterations or improvement made by the Lessor during said term.

(2) In the event of this Lease expiring by effluxion of time and not being determined by the Lessor, the Tenant shall have the option to renew Lease for further term of Ninety-Nine (99) years upon the same terms and conditions herein contained and subject to the provisions regarding revision of rent herein above-mentioned.

(3) The Lessor shall always have the right and be entitled, without obtaining any consent from or making any compensation to the Tenant to deal as the Lessor may think fit with any of the lands adjoining, opposite or near to the demised land and to erect or permit to be erected on such lands any buildings whatsoever not withstanding that such buildings may affect or diminish light or air which may now or at any time during the term be enjoyed by the demised land or any part thereof.

(4) Any notice shall be deemed to have been sufficiently served on the Tenant if forwarded to him by registered post addressed to his last known address or if delivered by hand at the demised land. A notice sent registered post shall be deemed to have been given at the time when in due course of post it would be delivered at the address to which it is sent. IN WITNESS whereof the parties above name have hereunto set their respective hands and seals at Hub.

on the days, months and the year first above mentioned.
Signed, sealed and delivered
by the within named:

MANAGING DIRECTOR
LASBELA INDUSTRIAL ESTATES
DEVELOPMENT AUTHORITY

The common Seal of the company
Was affixed hereto this the
Day of _______ 20_____

In the presence of : M/s___________ situated at Plot No. _________, measuring _______square meters at HITE, acting through its ________ Mr. ____________S/o _________ holding CNIC No. _____________

Witnesses:

1.___________________________

2.___________________________

Signed, sealed and delivered by the within named:

MANAGING DIRECTOR
LASBELA INDUSTRIAL ESTATE
DEVELOPMENT AUTHORITY

In the presence of :
Witnesses:

1.___________________________

2._________________________

Dated day of 20_____
____

Lasbela Industrial Estates Development Authority

To

Lease

Site No:-
Area:
Sketch:
Ren:

Form "F"
See Rule-9(5)

UNDERTAKING

We, **__________** Partners Mr. _______________ of **M/S ____________________________**is entering into an **Agreement to Sale** for purchase of land / **Plot Nos.___________,measuring __________ square meters** at HITE, Hub, District Lasbela from **M/s ______________**acting through its _________________ **MR. __________ S/o ________** holding CNIC No._________, do hereby undertake and declare on solemn affirmation as follow: -

(a) That I shall abide by liabilities and commitments with LIEDA in respect of above plots including liabilities on utility services likes water and electricity etc. (from the date of transfer of above plot in my favour).
(b) That I shall abide by the Standard Agreement to Lease.
(c) That I shall not divide the plot or sub-let any portion of it or any construction existing thereon at any stage without prior permission of LIEDA.
(d) That I construct on plot be undertaken with prior approval of plans by us and the factory shall commence commercial production within 24 months period positively and in case of failure either the allotment / final consent to the transfer shall be cancelled and possession of the plots resumed by LIEDA with no compensation whatsoever.
(e) That I shall accept the usual condition that we shall hereafter be liable to pay penalty @Rs. 15% per annum or payment of LIEDA in case the same is / or not receive on or before due dates.
(f) That I shall abide by the decisions of the Board of Directors of LIEDA and the Authority regarding the revision of rent and other charges etc.

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Form-G
See Rule-12(2)

DEED OF SURRENDER

THIS DEED OF SURRENDER made at Hub this the ____ day of ______, in the year_______________ BETWEEN M/s _________________, Director/Partner/Proprietor of M/s _________________________________, Muslim, adult, holding CNIC No. ____________________ (hereinafter called the Lessee) of the FIRST PART AND (2) The Managing Director, Lasbela Industrial Estates Development Authority having its office at Hub Industrial Trading Estate, Hub (hereinafter called the Lessor) of the SECOND PART.

WITNESSES

1. That the Lessee is the lessee of plot of land bearing Nos.________ measuring ______ square meters at Sector "___", Hub Industrial Trading Estate, Hub District Lasbela,
2. That a Lease Deed relating to the said plot was executed and registered in favour of the Lessee in the office of the Sub-Registrar, Hub, Sub-Division, Lasbela vide Registration No.____ at page No.___, Volume No.____ of____, Book No.___ dated ___________,
3. That the Lessee does not wish to retain the said plots and interested in surrendering the said plot alongwith structure in favour of the Lessor,
4. That the said Lessee hereby surrender and releases the said plot alongwith structure in favour of the Lessor and declares that the said plot is free from all encumbrances, liens, debts and liabilities etc. and in case of any claim on the said plot the Lessee shall indemnify the Lessor whenever she/he is called for.

IN WITNESS WHEREOF the parties above named have hereunto set their hands on the day and the year first above mentioned.

(_________________________________)
LESSEE

A copy of Affidavit on stamp paper dated __________ duly signed by M/s _________________, Director/Partner/Proprietor of M/s _________________________________, Muslim, adult, holding CNIC No. ____________________ whereby the Lease hold rights of plot Nos._______ measuring _______ square meters were surrendered back to LIEDA is attached as (ANNEXURE "A") to this Deed of Surrender.

MANAGING DIRECTOR
LASBELA INDUSTRIAL ESTATES
DEVELOPMENT AUTHORITY

LESSOR

WITNESSES:

1.____________________________ **2.______________________________**

Name________________________ **Name__________________________**

CNIC NO.______________________ **CNIC No.________________________**

Form "H"
See Rule 12(5)

1) **AFFIDAVIT**

I/We, the Proprietor of ________________________, hereby solemnly affirm that I am not willing to proceed with the project on plot Nos. ___________ measuring _________, allotted by the Lasbela Industrial Estates Development Authority within Hub Industrial Trading Estate.

I/We, the under signed directors have therefore unanimously decided that the said plot may be surrendered back to Lasbela Industrial Estates Development Authority. _________ having CNIC No.______, representative of our company is hereby authorized to file application, sign affidavits , undertaking and any other documents whatever required by LIEDA on behalf of our company for surrender of above plots and to collect the cheque of refunded amount.

____
____

2) AFFIDAVIT

I/We hereby undertake that the Allotment letter bearing ____________________ dated ____________________ issued by the Lasbela Industrial Estates Development Authority for setting up Chemical Industry in the name of M/s____________________ at Hub Industrial Trading Estate neither been used or utilized by us as an evidentiary document or as a pretext thereof for obtaining financial benefits like loans etc. from the bank, financial institutions / agencies concerned or any other party / person nor it has been implied to or used for obtaining facilities like License for the import of machinery or raw material etc. from the C.C.I or any other agency concerned.
That whatsoever stated above is true to the best of our knowledge and belief.

____

____

Form-I
{See Rule -27(iv)(c)}

AGREEMENT FOR MERGER OF PLOT/INDUSTRY

This Agreement is made and executed here at Hub on this ________ day of _____2018

BETWEEN

Lasbela Industrial Estates Development Authority (LIEDA) an autonomous body established under section 3 of the Government of Balochistan (LASBELA INDUSTRIAL ESTATES DEVELOPMENT AUTHORITY) Ordinance No. IX of 1984, having its headquarter at LIEDA Building, Lasbela Avenue, HITE, Hub District Lasbela, Balochistan through its Managing Director hereinafter called referred to as the "Party of the "**FIRST PART**" which expression, wherever the context so permits shall mean and include the Successors, Executors, Administrators and Assignees legal representative, attorney and assignees

AND

M/s ______________________________________ through its ___________ Mr. ____________ S/o _________________ holding CNIC No. ________________ having their address ________________ having plot of land measuring ______ bearing Survey No. __________ hereinafter called referred to as the "Party of the "**SECOND PART**" which expression, wherever the context so permits shall mean and include the Successors, Executors, Administrators and Assignees legal representative, attorney and assignees

WHEREAS the party of the second part with view to enjoy the service and infrastructure of the Hub Industrial Trading Estate have requested the party of the FIRST PART to take the plot owned by the party of the SECOND PART into the fold of HITE and under the jurisdiction of the party of the FIRST PART.

WHEREAS the party of the FIRST PART has agreed to accept the said request referred to above subject to acceptance and compliance by the party of the SECOND PART of the following terms and conditions laid down for this purpose and those already communicated to the party of the SECOND PART vide letter No. NO. LIEDA/INDS.INCL./2019/______/ dated ______, 20___ issued by the party of the FIRST PART and received on same day by the party of the SECOND PART and appended as Schedule-II:-

1. That you will make payment of full amount of Jurisdiction charge to this Authority amounting to Rs. __________ at the rate prescribed by the Board of Directors of the Party of the First Part, fixed for the purpose of bringing your land into the fold of H.I.T.E. in respect of entire area of the land declared to be merged/ land on which your said industry is situated at the time of signing of this Agreement in the shape of a pay order drawn in favor of the Part of the First Part.

2. That you will also make first payment of Annual Ground Rent amounting to Rs._______ @ Rs. _____per square meter/ acre prescribed by the Board of Directors of the Party of First Part, in respect of the entire area of the land hereby merged/ land on which your said industry is situated at the time of signing of this Agreement in the shape of separate pay order drawn in favor of the Party of the First Part. Subsequently, the amount of annual ground rent shall be payable by you within the first week of financial year.

3. That after inclusion of your land in H.I.T.E., any change in the nature of trade, in future, shall be carried out with this Authority's prior approval. The change in the nature of trade thereafter carried out without prior written approval of this Authority shall be treated as null & void.

4. That you shall submit approved plan of existing constructions/ building to the Authority for record/ regularization and all future construction on the land

will be commenced and carried out in accordance with the building plans approved by this Authority. Any construction raised without prior approval of the plans will be liable to demolition by this Authority and will constitute a reason to initiate legal proceedings against you as per the relevant by-laws/ rules.

5. That intimation to this Authority regarding existing/future charges on your land, buildings, equipment, plants and machinery and assets etc. pertaining to your said industry shall be mandatory.

6. That the services like water, electricity and sewerage connection will be provided to you on our usual terms and conditions subject to technical feasibility and availability.

7. Utilities will be provided/ connected from the existing point and cost of extending the same up to your location will be borne by you.

8. That decision of the Government of Balochistan, Board of Directors of this Authority or anybody duly authorized by them regarding periodical enhancement in annual ground rent or imposition of any tax etc. for the industrial units within Hub Industrial Trading Estate shall be binding on your industry.

9. That on non-payment of annual ground rent or any other dues of this Authority on due date, action as per the recovery procedure of this Authority will be taken against you to ensure prompt realization of our dues with penalty/fine imposed thereon.

AND WHEREAS the party of the SECOND PART through this irrevocable agreement hereby agrees to comply with the said terms and conditions.

Now THEREFORE upon acceptance to comply with the said terms and conditions by the party of the SECOND PART through this irrevocable agreement its plot/ industry existing on land measuring __________ bearing survey No. _______ has agreed to be brought under the jurisdiction of the party of the FIRST PART and into the fold of HITE and to be assigned Plot No. _________ and kept in Sector "M" at HITE created for this purpose by the party of FIRST PART.
In witness whereof both parties above name have set their respective hands into this irrevocable agreement at Hub District Lasbela on the day month and year first hereinabove mentioned in presence of the following witnesses.

For the FIRST PARTY	For the SECOND PARTY
MANAGING DIRECTOR L.I.E.D.A.	_____________________

WITNESSES:

_________________________________	__________________________
Name ____________________________	Name _____________________
CNIC No. _________________________	CNIC No. _____________

(UMAR SANNAN JAMALI)
Section Officer (IV)