

CONTENTS.

	<u>Page No.</u>
1. Procedure for submitting application ✓	1
2. General Rules governing the allotment ✓	2
3. Issue of Licence of land.	3
4. Approval of building plan.	3
5. Lease.	4 - 14
6. Fees and other charges	15
7. Mode of payment	16
8. Penalty on default in payment on due date	16
9. Non-utilization fee.	16
10. Determination of exact amount of premium	17
11. Use of plot for the purpose other than it is allotted.	17
12. SSIC has right to inspect the unit.	18
13. Allottee responsible to keep the industry in proper sanitary condition.	18
14. Security measures.	18
15. Installation of machines and chimney etc.	18
16. Ejectment due to misrepresentation/ misstatement violation of any term and condition or having no means to run industry.	19
17. Recovery of dues of the SSIC through sale of Project assets.	19
18. Approval of Plan under SSIC Building Bye-laws.	20
19. The allotment of plot can be cancelled and amount deposited by the allottee be forfeited on the contravention of the terms and conditions by the allottee.	20

20.	Procedure for providing water connection.	21
21.	Disconnection of water connection.	22
22.	Procedure for change in constitution of unit.	23
23.	Procedure for change of trade.	23
24.	Procedure of transfer of plot.	23
25.	Procedure for checking of the building by the Engineering Wing.	23
26.	Procedure for non-utilization of the plot.	24
27.	Procedure for issuance of NOC for loan and obtaining power, gas and telephone connection	24
28.	Premium of plot.	24
29.	Maintenance charges.	25

APPENDIXES.

1.	Specimen of application Form	26 - 34
2.	Specimen of undertaking not to demand water and power	35
3.	Specimen of Licence of land to be used for industrial purposes.	36 - 38
4.	Specimen of document regarding Agreement to Lease (Licence).	39 - 45
5.	Specimen of document regarding permission by SSIC to create mortgage.	46 - 47
6.	Specimen of acknowledgement of possession of plot by the allottee.	48
7.	Outline of Building Bye-law.	49 - 51
8.	Specimen of Provisional Allotment Order.	52 - 54.

PROCEDURE FOR ALLOTMENT OF PLOTS IN THE
SMALL INDUSTRIES ESTATES AND INDUSTRIAL
PARKS.

1. PROCEDURE FOR SUBMITTING APPLICATION.

The Corporation has prescribed an Application Form (App.I) for the purpose, available from its subordinate and Head Offices at Rs.5/- per set consisting of 4 copies of applications. The application Form duly filled in, accompanied by the following documents, should be submitted to the Estate Officer of the respective Small Industries Estate.

1. Undertaking on Judicial/non-Judicial stamped paper worth Rs.6/- to the effect that the applicant shall implement the project within 24 months of handing over possession of the plots duly attested by Oath Commissioner/Eotary Public as per specimen at Annex.II of Appendix.I.
2. A certificate to be issued by a Bank with regard to financial position of the applicant to invest as per Annex.I of Appendix-I.
3. Copies of National Identity Card of the Proprietor/ Partners/Directors as the case may be alongwith attested copy of the Partnership Deed/Memorandum and Article of Association alongwith registration certificate from the Registrar Joint Stock Companies.
4. Specimen of signature of the applicant duly attested, as per proforma at Annex.III of Appendix.I.
5. 20% cash deposit of the total amount of premium in the shape of DD/PO in the name of Sind Small Industries Corporation.

The Estate Officer shall examine the application keeping in view the location policy/specified list of Industries and other Policies/orders of the Government

Complete application shall be forwarded by him alongwith observation within 10 days to the respective Joint Director (E&I) of the Corporation located at :

- i) Wahdat Colony, Opposite Niaz Stadium, Hyderabad for the Estates located in Hyderabad Zone.
- ii) Small Industries Estate, Golimar, Sukkur for the Estates located in Sukkur Zone.

The Joint Director concerned shall complete procedural formalities and submit his recommendation indicating plot No. & size of the plot to be allotted, to the concerned wing of the Head Office, AM-310, Preedy Street, Saddar, Karachi within 10 days.

The Head Office of the Corporation would decide the case within 15 days on merit of the case in case-number of applications are less than the available plots. In case applications are more than available plots, allotments shall be decided on the basis of priority of the industry or through ballot. Managing Director shall be the competent authority for approving or cancelling allotment of plots of all sizes, located in any of the Small Industries Estates/Parks whose decision would be final. Approval for allotment of the plot showing Sr. number and area will be conveyed to the concerned Joint Director for issuing Provisional Allotment Order as per proforma at Appendix VIII.

2. GENERAL RULES GOVERNING THE ALLOTMENT.

Allotment of plot in the SIEs/Parks will be governed by the following general terms :-

The allottee on receipt of Provisional Allotment Order, will furnish following documents within 30 days.

- a) Acceptance of terms and conditions specified in the Agreement to Lease, speciman at appendix-4.

- b) Advance Licence Fee/rental for one year at the rate of Rs.1.00 per sq.yd. per annum.
and also Rs..... as stamp fee for agreement,
and Rs. 100.00 towards Registration fee.
- c) UNDERTAKING duly signed, not to demand water from SSIC for construction purposes at all and for subsequent purpose till it can be supplied by the Corporation (App. 2).
- d) Two trade references showing the names and addresses.

3. ISSUE OF LICENCE OF LAND.

After receipt of the above document and payments from the applicant, Licence of land as per specimen at appendix.3 will be issued by Joint Director concerned in favour of the allottee, agreement to lease will be executed and possession of plot (s) handedover under which tenant would be entitled to use the land allotted to him for the specified purpose on payment of rent of land and other charges as may be determined by the lessor from time to time as per terms and conditions mentioned in the lease deed and Agreement.

4. APPROVAL OF BUILDING PLAN.

After taking over possession of the plot, the allottee will submit the building plan of the factory for approval to the concerned Joint Director in accordance with the Building Bye-laws of the Corporation (appendix-7) and after the approval of the building plan by the Corporation, the construction work of the factory building shall be completed within a period of 12 months and unit to start production within a period of two years. In case of failure on the part of allottee, the plot allotted to him will be cancelled at the cost and risk of the allottee in the light of undertaking already given by the applicant and amount deposited by him would be forfeited.

5. LEASE.

The allotment has not confer any right, title or interest on the allottee. It will only be a licence to occupy the plot for installing the industry for which it has been allotted, until 99 years Rent Lease Deed is executed, duly registered in due course of time as prescribed by the Corporation. The lease according to the following covenants will be executed at the expenses of the allottee, subject to the approval of Block Plan by SSIC and construction of factory building as per clause 1 of the Agreement to Lease.

L E A S E

This lease made this _____ day of One thousand and nine hundred _____ (19 ____) between Sind Small Industries Corporation established under Sind Act XXVI of 1972 having its Head Office at AM 310, Preedy Street, Saddar, Karachi (hereinafter called the Lessor which expression where the context so admits includes the persons deriving title under it) of the one part AND

(hereinafter called the "Tenant" which expression where the context so admits includes the persons deriving title under him) of the other part:

WITNESSETH in consideration of the rents hereinafter reserved and of the covenants by the Tenant herein contained, and it is hereby declared as follows :

1. 1 The Lessor hereby demises unto the Tenant ALL THAT piece or parcel of land bearing Plot No.

admeasuring sq.yds thereabouts delineated in red upon the plan hereto annexed and thereon coloured pink, situated in the Small Industries Estate/Industrial Park.....of the Lessor in the Registration District and Sub-District of and bounded as follows

- On the North by
- On the Sourh by
- On the East by
- On the West by

for use and enjoyment only as and no other, save with the previous consent of the Lessor in writing given.

TO HOLD unto the Tenant for the term of

years from the day of 198 YIELDING AND PAYING during the said term the clear yearly rental of Rupees _____ only at present and/or such rent as is revised and fixed in future by the Lessor. Payable on quarterly basis on the first days of July, October, January and April in advance without any deduction whatever and without prejudice to the Lessor's right to determine this Lease and of its right of re-entry upon the demised land and such other rights and remedies as may be open to the Lessor including penalty at per-cent per annum leviabale on all rents not so paid with effect from.....or the service of demand notice whichever be later.

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. Provided that the decision of SSIC/Board regarding periodical enhancement of rental/licence fee for land/building etc. in the Estate/Park will be binding on the Tenant.

2. To pay (in addition to the rents hereby reserved) to the Lessor as it may direct all taxes, rates, assessments duties charges fees and impositions 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 structure or the plant, machinery, engines or other matters and things in relation to the Tenant's factory or business by any 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 at per-cent per annum calculable from the date of actual payment made by the Lessor.

3. In all respects to comply with the provisions 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 buildings 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 erections in existence upon the demised land. Every erection, alteration or addition, howsoever necessitated or made requisite or desirable shall be according to such authoritatively approved plans, section elevations and specifications submitted by the Tenants, as the Lessor may in writing previously approve of with or 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 or withheld unreasonably, and in case, no

intimation of the approval or refusal 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 buildings, structures and erections 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 at 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 or by measures taken to avoid the spreading of the consequences of damages 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/Park such fair proportion of the cost of repairing maintaining and keeping clean service roads within the Lessor's Estate/Park 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 Estate/Park or in the Lessor's opinion detrimental to the use and development of the same PROVIDED THAT the Tenant shall use his best endeavours to carry on his business of the manufacture of _____

_____ on the demised land in such a way as to cause as 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 as breach of this covenant.

10. Not to allow any dangerous, poisonous or objectionable effluent or matter to be discharged into the drains or sewers, but to take all such measures as may be necessary to ensure that any effluent 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 emission.

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 approved in writing by the Lessor.

14. Not to use the demised land or any building or structure 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 sole and requisite purpose of the aforesaid business and manufacture of the Tenant.

15. To maintain the demised land, the buildings and structure thereon in clean and sanitary condition and to maintain the exterior and the compound wall of the same in a state duly painted, distempared or white or colour washed in keeping with other premises on the Lessor's said Estate/Park.

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 structure 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, under-let, or create any form of security over or part with the possession of the demised land or any building or structure thereon of 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, and shall be presumed to have been accorded, in case the Tenant is not

apprised 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 law and all the directions of the authorities duly constituted in respect of the factory, trade or manufacture of the Tenant.

20. To install and maintain in effective use and operation such latrines and septic tanks and to adopt such measures against the commission of nuisance as may be necessary to keep the demised land and the factory building and structure thereon in a completely sanitary condition.

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

22. To keep the buildings and structure 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 receipt of full insurance money the allotment would be liable to cancellation.

23. 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, erections, structures, plant, machinery, engine 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 condition as the same shall have been in before any erection was 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 be for 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 provision 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 stipulation 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 neighbourhood of the demised land.

(2) The Lessor will maintain in repair all roads on its Estate/Parks 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 pipe line 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.

(4) 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 of/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 buildings and structures and the factory plant, machinery and engines thereon without the consent of the Lessor 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 Lessor and any person duly authorised by it in that behalf into or upon 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 the right on the part of the Tenant to remove all and every of the buildings, erections, structure, machinery and fixtures erected, 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, structure and machinery on the said property and the proceeds thereof for the payment of all monies due under of 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) It is hereby further agreed that the Tenant shall not question the validity of the increase in rent by the Lessor to such extent and on such grounds as are thought fit by the Lessor at any time.

(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 a further term of _____ 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 notwithstanding 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 time demised land. A notice sent by registered post shall be deemed to have 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-named have hereunto set their respective hands and seals at _____ on the days, _____ month and the year first above-mentioned.

Signed, sealed and delivered by the within named

Sind Small Industries Corporation

in the presence of :-

Witnesses :

1.

2.

Signed, sealed and delivered by the within named.

In the presence of :-

Witnesses :

1.

2.

The Common Seal of the Corporation

Joint Director (I&E) Sind Small Industries Corporation. Seal of the Corporation was affixed here to this the

day of

198

6. PAYMENT OF CHARGES/FEEES.

i) The allottee or his successor in interest shall be bound to pay the Charges/Fees that may be levied by the Corporation from time to time in respect of the plots in question at the rates fixed/to be fixed by the Corporation.

These are as under :-

Different fees to be charged from allottees in Small Industries Estates/Parks.

Sr. No.	Particulars	Rate per sq. yd.	Charges per plot of 1000 sq.yd.
1.	Transfer fee.		
a)	Industrial plot(constructed)	Rs.2.00	Rs. 2,000.00
b)	Industrial plot(unauthorised-ly constructed)	Rs.4.00	Rs. 4,000.00
c)	Industrial plot (Open)	Rs.4.00	Rs.4,000 .00
2.	Sub-Division Fee.	Rs.0.50	Rs. 500.00
3.	Amalgamation Fee.	Rs.0.25	Rs. 250.00
4.	Sub-Letting Fee.	Rs.0.25	Rs. 250.00
5.	Additional Trade Fee.	Rs.0.25	Rs. 250.00
6.	Change in Trade Fee.	Rs.0.15	Rs. 150.00
7.	Change in constitution.		
a)	Within Family.	Nil	Nil
b)	Outside Family.	Rs.0.25	Rs. 250.00
8.	N.O.C. Fee.		
(a)	Loan ✓	Rs.100/-	
(b)	For other.	Rs. 50/-	

10. Non utilization fee.@ 5% of premium per annum for the first 3 years.
Thereafter 8% " " " " " next 2 years &
Subsequently 10% " " " -

11. Maintenance charges (for SIE Sukkur and Larkana old allottees) Rs.1.00 per annum. Rs.1,000.00 per annum.

12. Licence fee/Rentals for new allottees. Rs.1.00 per annum. Rs.1,000.00 per annum.

The rates are subject to revision by the Corporation as and when deemed necessary, and would be applicable to old as well as new allottees at a uniform rate.

7. MODE OF PAYMENT.

20% of the total premium shall be payable alongwith the application which will be refunded in case plot is not allotted. If the applicant opts to pay in instalments, the balance is recoverable in quarterly instalments over a period of 10 years with mark up @ 11% per annum on diminished balance basis.

8. PENALTY ON DEFAULT IN PAYMENT ON DUE DATE.

If the allottee fails to pay instalment within one month of the date on which it was due, the allotment shall be liable to be cancelled by the Corporation unless written application of the allottee for sufficient cause, the time is extended by the Corporation and in which case, the allottee will be liable to pay surcharge at 14% per annum.

9. NON UTILIZATION FEE.

The tenant will be liable to pay non-utilization fee in case of failure to utilize the plot within prescribed period of two years at the following rate:

- i) First three years @ 5% of the total premium of the plots per annum
- ii) Thereafter for two years @ 8% of the total premium of the plot per annum.
- iii) Subsequently @ 10% of the total premium of plot per annum.

For old allottees penalty will be imposed from 7th Nov, 1985, for new allottees from the date of possession.

It is on the sole discretion of the Corporation either to charge non-utilization fee or cancel the plot and the decision of the Corporation shall be final.

10. DETERMINATION OF EXACT AMOUNT OF PREMIUM.

The exact premium to be recovered from the allottee shall be determined after the site has actually been measured at the time of giving possession and the correct area is known. The allottee shall be present at the time of original measurement, which will be considered as final. If the allottee would like the plot to be measured again, he shall have to pay Rs.200/- as measurement charges.

11. USE OF PLOT FOR PURPOSE OTHER THAN IT IS ALLOTTED.

The plot shall not be used for any purpose other than running specific industry for which it is allotted, unless permission in writing of the Corporation is obtained.

The plot shall under no circumstances be allowed to be utilized for non-industrial purpose.

12. SSIC HAS RIGHTS TO INSPECT THE UNIT.

To Corporation shall have the undertened right to enter into plot/unit for inspection etc. at any reasonable time.

13. ALLOTTEE RESPONSIBLE TO KEEP THE INDUSTRY IN PROPER SANITARY CONDITION.

The allottee shall keep the plot before and after construction of the building and installation of the industry in proper sanitary condition.

The allottee shall establish the industry on the allotted plot in accordance with the rules and regulation framed by the various authorities and contravention thereof shall make the allotment liable to cancellation and the allottee liable to ejection summarily.

14. SECURITY MEASURES.

Explosive or inflammable articles required for running the industry or to be used as raw-material shall be used in accordance with the Govt. Law, regulations and restrictions in force from time to time for their use.

Project Building of the industry shall be constructed after approval of plans by the Corporation and not otherwise, as per building bye-laws.

15. INSTALLATION OF MACHINES AND CHIMMNEYS ETC.

Machinery shall be installed on site and chimmneys etc. shall be constructed in accordance with the bye-laws, regulations and restrictions in force imposed by the competent autho-

16. EJECTMENT DUE TO MIS-REPRESENTATION VIOLATION
OR HAVING NO MEANS TO RUN INDUSTRY.

If the allottee fails to comply with any of the terms and conditions of allotment or if he is subsequently found to have secured the premises by mis-representation or if he is found otherwise unsuitable or not to have means to run the industry for which the plot has been allotted, the allotment or lease, as the case may be, shall be cancelled and the allottee / tenant shall be ejected there-from in addition to any other action that may be taken against him by the Corporation for such mis-representation and false declaration.

17. RECOVERY OF DUES OF THE SSIC THROUGH
SALE OF PROJECT ASSETS.

i) In case the allotment of the plot or lease, as the case may be, is cancelled, after start of installation of the machinery, due to the allottee having failed to pay the dues or in respect of service rendered by an authority the Corporation shall eject the allottee / tenant, enter upon the plot and take over possession of the building, structure, materials, machinery, equipments or other things found thereon. The Corporation shall then dispose of by public Auction such buildings, structure, materials, machinery, equipment etc. and recover the outstanding dues, penalties and damages of all kinds from the sale proceeds thereof, the balance of the sale proceeds if any, may be returned to the allottee/tenant.

ii) The allottee will abide by all terms and conditions referred to above or to be laid down subsequently and their violation will make the allotment liable to cancellation on the cost and risk of the allottee.

iii) The allottee will pay to the Corporation whenever applicable the charges/fee etc. at the rate to be determined/ revised from time to time promptly from due date.

18. BUILDING BYE-LAWS.

The allottee after taking-over possession of the plot, will have to submit the factory building plan in accordance to the building bye-laws of the Corporation alongwith necessary approval fee of Rs.200/-.

The building plan will be checked by the Engineering Wing of the Corporation and will approve or otherwise in the light of the building bye-laws framed by the Corporation as per Appendix-7.

19. THE ALLOTMENT OF PLOT CAN BE CANCELLED AND AMOUNT DEPOSITED BY THE ALLOTTEE BY FORFIETED ON THE CONTRAVENTION OF THE BELOW NOTED TERMS AND CONDITIONS BY THE ALLOTTEE.

1. Payment of dues of the Estate.
2. Failure to construct factory building and its commissioning within the prescribed period.
3. Contravention of the building Bye-Laws of the Corporation.
4. Contravention of the rules and regulations framed by the Corporation from time to time.
5. Concealment of facts by the allottee.
6. Contravention of the terms and conditions laid down in the Provisional Allotment Order, Licence of Land and Agreement to Lease.

Complete case for cancellation of plot will be sent to the Head Office Karachi by the Zonal Joint Director which will be serutinized by a Committee consisting of Joint Director (E&I) and Joint Director (A&F). After obtaining the approval of Managing Director notice will be served by the Zonal Joint Director on the allottee in the manner prescribed under rule 25 (Mode of service of notice, order or proclamation, or copy thereof) of the West Pakistan Land Revenue Act 1967 (XVII of 1967). And in case of non-compliance within given time limit, plot will be cancelled.

20. PROCEDURE FOR PROVIDING WATER CONNECTION.

1. The allottee will make an application for water connection with his requirement after possession of plot is taken by the allottee from the Estate Officers concerned.

2. The application for water connection will be approved as under :-

<u>Dia</u>	<u>Approving authority.</u>
$\frac{1}{2}$ " dia.	Estate Officer.
$\frac{3}{4}$ " dia.	Joint Director concerned.
Above $\frac{3}{4}$ " dia.	Head Office Karachi.

3. The allottee will have to observe the following conditions.
- a) He will deposit Rs.250/- for establishment charges of water connection.
 - b) He will deposit Rs.500/- for pipe pusher charges per road cutting (if any).
 - c) The allottee will make arrangement for water meter, G.I. pipe together with specials etc. required for water connection.
 - d) The allottee will make arrangement of the required material excavation and filling trenches etc. at his cost.
 - e) Water charges will be paid at Rs.7/- per 1000 gallons raw water and Rs.12.00 per 1000 gallon for filter water.

21. DISCONNECTION OF WATER CONNECTION.

1. The water connection is liable to the dis-connected in case.
 - a) The allottee fails to pay the dues of the estate in time.
 - b) Contravention of rules and regulations for the allotment of plot.
 - c) Any addition/alteration in the water connection without prior approval of the Corporation.
 - d) If at any time the water meter is found faulty the water connection will be dis-connected and will only be restored on payment of re-connections charges of Rs.200/-.

22. PROCEDURE FOR CHANGE IN CONSTITUTION.

In case the allottee wants to make any change in the Corporate set up he may apply to the estate officer concerned who will forward the case to the Joint Director alongwith its recommendations for onward transmission to Head Office for approval. Necessary fee will be paid by the allottee @ Rs.0.25 per sq.yd.

23. PROCEDURE FOR CHANGE OF TRADE.

The allottee if feels at any time inconvenient to run the unit for which trade the unit was sanctioned may change the line of manufacture by applying to the Estate Officer. The Estate Officer after verification will forward the case to the Joint Director concerned for getting approval from Head Office. The allottee will pay fee @ Rs.0.15 per sq.yd.

24. PROCEDURE FOR TRANSFER OF PLOT.

In case an allottee ~~ceases~~[✓] his interest to establish the unit in the estates/parks, he may apply to the estate officer for permission to transfer the title of open/constructed or unauthorisedly constructed plot. The estate officer will forward his recommendation to the ~~Joint~~ Director concerned for onward transmission to Head Office for getting approval. Fee at the rates of Rs.2/- and Rs.4/- per sq.yd. on constructed plots and unauthorisedly constructed/open plot respectively will be payable by the allottee.

25. PROCEDURE FOR CHECKING OF THE BUILDING BY THE ENGINEERING WING.

The allottee will allow the Engineering staff of the Corporation to inspect the factory building during construction or on completion. The Engineering staff will ensure that the building

is constructed in accordance with the approved plan and bye-laws. Any addition or alteration made by the allottee in constructed or under construction building will be intimated to the Joint Director (Civil) and Joint Director concerned for necessary action.

It will be the responsibility of the Estate Officer concerned to ensure that no construction or encroachment is made in the common facility area.

26. PROCEDURE FOR NON-UTILIZATION OF THE PLOT.

If an allottee for some good reasons requests in writing for extension of period of construction, his request will be considered by Head Office on the recommendation of the Joint Director concerned on payment of the amounts prescribed at para 9 (Page 16). However it is on the sole discretion of the Corporation either to extend the construction period or cancel the allotment of plot.

Date of enforcement in case of existing old Estates from 7th November, 1985. In case of new allottees from the date of possession.

27. PROCEDURE FOR ISSUANCE OF NOC FOR LOAN AND OBTAINING POWER, GAS AND TELEPHONE ETC.

The allottee may apply to the Corporation for issuance of NOC for availing of any facility to be provided by various agencies on payment of fee as under :-

- a) NOC for loan Rs. 100/- for each NOC.
- b) NOC for others. Rs. 50/- for each NOC.

28. PREMIUM OF PLOTS.

Plots in the small industries estates/parks will be

chapter "Lease" on payment of premium @ Rs.51,000/- per plot of 1000 sq.yds. subject to satisfaction of other terms & conditions of lease agreement. 20% of the premium is payable in advance alongwith the application and the balance over a period of 10 years in quarterly instalment with 11% mark-up per annum. In addition Annual rental/Lic. fee @ Rs.1/- per sq.yd. is also payable by the allottee as per schedule given in clause 6.

29. ANNUAL MAINTENANCE CHARGES.

The annual maintenance charges will be payable by the old allottees of the following Estates/Parks at the revised rate of Rs.1.00 per sq.yard per annum.

1. S.I.E. Sukkur.
2. S.I.E. Larkana.
3. I.P. Mirpurkhas.
4. S.I.E. Dadu.
5. I.P. Sehwan.

30. A P P E N D I C E S.

1. Specimen of application Form App. 1
2. Specimen of undertaking not to demand water and power. App. 2
3. Specimen of Licence of Land to be used for industrial purposes. App. 3
4. Specimen of document regarding Agreement to Lease. (Licence). App. 4
5. Specimen of document regarding permission by SSIC to create mortgage. App. 5
6. Specimen of acknowledgement of possession of plot by the allottee. App. 6
7. Outline of Building Bye-law. App. 7
8. Specimen of Provisional Allotment Order. App. 8

Price Rs.5/- per set.

Appendix-I.

TO BE SUBMITTED
IN TRIPLICATE.

SIND SMALL INDUSTRIES CORPORATION
(ESTATES & INVESTMENT WING)
HEAD OFFICE, A.M. 310, PREEDY STREET, SADDAR,
KARACHI - 3.

APPLICATION FOR ALLOTMENT OF PLOTS IN SMALL
INDUSTRIES ESTATE/PARK _____

1. Size of the plot of land applied for _____ sq.yds.
2. Covered area of building required for the installation of machinery and equipment, storage of materials/office, etc. _____ sq.yds.
3. Requirement of uncovered area. _____ sq.yds.
4. Business address of the applicant. _____

5. Name of the unit _____
6. Nature of Industry _____

Annual Production Capacity of the unit on single shift basis.

Product	Quantity	Amount

7. Please tick if your industry is :-
 - i) Agro-based
 - ii) Export oriented
 - iii) For local consumption
 - iv) Agro-based Export oriented
 - v) Engineering concern

8. Details of Investment.

Cost

a) . Fixed capital

- i) Land. Rs. _____
- ii) Building Rs. _____
- iii) Equipment, Furniture and Fixtures. Rs. _____
- iv) Machinery, total value (Details given in Attachment-A) Rs. _____
- v) Tools and dice, total value. Rs. _____
- vi) Transportation equipment total value. (number of vehicles) Rs. _____
- vii) Total fixed capital Rs. _____
- viii) Estimated amount of working capital. Rs. _____
- ix) Total cost of the project Rs. _____

9. LABOUR REQUIREMENTS.

Profession-Wise	Number
Managerial	
Office staff	
Skilled worker	
Semi-Skilled workers	
Un-Skilled workers	
Peons, Watchmen.	
Total =	

10. FINANCIAL INFORMATION.

1) Organizational structure of the firm :

i) If proprietary concern, give the name and address of the proprietor.

ii) If partnership concern, give the name and address of the partners and enclose photo-stat attested copies of partnership deed and certificates on form 'A' and 'C' issued by the Registrar of firms.

iii) If co-operative society, give names and addresses of Directors and Principal shareholders, number of shares held and paid up value.

iv) If private or Public Ltd. Company, give names and addresses of Directors, number of shares held by each and their total value. Also enclose a copy of Memorandum and Articles of Association, and certificate of incorporation from the Registrar Joint Stock Companies.

Appendix-1.

2) Investment to be made from own resources :

a) Land and building Rs. _____

b) Machinery Rs. _____

c) Working Capital Rs. _____

3) Details of the credit requirement.

	<u>Pak. currency</u>	<u>Foreign currency</u>
a) Land and building	_____	_____
b) Machinery.	_____	_____
c) Working Capital	_____	_____

4) Period for which loan is required _____

5) Estimated value of property offered as security. _____

6) Please give details/locations of the property. _____

(Note: Agricultural land is not accepted by the Banks as security).

7) Name and address of the Bank
(enclose a copy of the bank report as per Annex-II). _____

Signature of applicant.

Name : _____
(in block letters)

LIST OF MACHINERY TO BE INSTALLED.

(state the machinery according to the various manufacturing deptts.)

Description of machinery give details of type, size, capacity & power requirements	Quantity	Price per unit.	Total value	Country of origin.
--	----------	--------------------	----------------	-----------------------

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____

Appendix-1.

LIST OF DOCUMENTS TO BE SUBMITTED BY THE
ENTREPRENEURS ALONGWITH THE PRESCRIBED
APPLICATION FORM.

1. Certified copy of Partnership Deed/Memorandum and Articles of Association as the Corporate set up may be.
2. Specimen signature of persons authorised for Correspondance duly attested by all Partner/ Directors of the firm with their full addresses alongwith photo copies of National Identity Cards of all the partners/Directors/Proprietor.
3. Bank certificate on the prescribed proforma showing the investment capacity of the party specimen enclosed (Annex I)
4. Undertaking on Rs. 6/- judicial stamped paper specimen enclosed (Annexure II).

Annexure I.

BANK CERTIFICATE.

This is to certify that Mr./Messres. _____
are maintaining their account with this bank and are our valued
client. Their dealing with the bank are good. They are financially
sound and having means to invest to the extent of Rs. _____
in industrial undertaking.

Manager.

Appendix-1.

Annex - II.

On Rs. 6/- Judicial Stamped
paper.

UNDERTAKING.

I/We _____

Partners/Proprietor of Messors. _____

do hereby declare on solemn affirmation and undertake as
under :-

1. That I/We will start construction of factory building
in Small Industries Estate _____ so as to complete
it within 12 months from the date of possession of the plot is
handed over to us by the Sind Small Industries Corporation and
start production within a period of two years of taking over
possession positively.
2. That in case I/We are not in a position to instal the
unit, the plot allotted to me/us in Small Industries
Estate _____ will be surrendered back to the Sind
Small Industries Corporation authorities.

3. That the plot allotted to me/us will not be transferred/
sold to any individual/organization without prior
approval of the Sind Small Industries Corporation.

4. That I/We shall abide the terms and conditions of the
permission/allotment letter and rules of procedure for
allotment of plots issued by the Sind Small Industries
Corporation.

5. In case of failure on our/my part, the Sind Small Industries
Corporation has got authority to cancel the plot and fore-
fit the amount deposited by me/us at our/my risk and cost
without assigning any reasons or notice to us.

SIGNATURE OF THE
APPLICANT/MANAGING PARTNER/MANAGING
DIRECTOR.

Witness: Name and Address.

1. _____

2. _____

ATTESTED.

Appendix-1.

Annex - III.

PROFORMA (To be furnished in Triplicate)

1. Plot No. _____ 2. Name _____

Address: _____

and _____

phone No. _____

NAME & SPECIMEN SIGNATURES OF PROPRIETOR/PARTNERS/DIRECTORS.

	<u>Name.</u>	<u>SPECIMEN SIGNATURE.</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Witnesses Name & Address:

- 1) _____
- 2) _____

NAMES AND ADDRESSES OF TWO TRADE REFERENCES.

NAMES AND ADDRESS.

- 1. _____
- _____
- _____

Subject: WATER AND POWER UNDERTAKING.

Dear Sir,

With reference to our application dated _____
for allotment of plot in the Small Industries Estate _____
We beg to place on record that we are aware of the difficult
supply position with regard to power and water.

We are further aware that power and water will
not be available to the tenants of Small Industries Estate
till such time these are arranged by the Sind Small Industries
Corporation.

In the circumstances we undertake not to claim
power or water facilities as a matter of right till such
time as the Sind Small Industries Corporation is in a position
to supply these facilities to us, not hold Small Industries
Estate or their Agents in this matter in any way responsible
for short supplies or not supplies at all.

We have been informed that water, when available
will not cost below Rs. 1/- per thousand gallons.

Yours faithfully,

SIGNATURE.

Dated: _____

Appendix - 3.

SIND SMALL INDUSTRIES CORPORATION

No.

Dated:

M/S. _____

Subject: LICENCE OF LAND FOR INDUSTRIAL PURPOSES AT SSIC
SMALL INDUSTRIES ESTATE.

Dear Sir,

This is to inform you that subject to the terms and conditions of our standard licence agreement, we are willing to licence to you a plot of land admeasuring about (Plot No.) for setting up a unit of _____ in Small Industries Estate _____ provided you communicate to us with the acceptance of the following terms and conditions within 10 days from the receipt hereof.

1. That you shall pay us the following fees/charges:
 - a) Premium at Rs.51,000/- per plot of 1000 sq.yard.Rs.
 - b) Licence fee/Rental for one year at the rate of Rs.1,000/- per plot per annum. Rs.
 - c) Stamp fee. Rs.
 - d) Registration fee(Non refundable). Rs.

Total: Rs.
paid: Rs.

Payable Rs.

The Rental/licence fee for the first year and the amount mentioned at (a)(b)(c) and (d) above are to be paid in advance within 10 days of the receipt hereof. In future licence fee/rental

payable on first days of January, April, July & October of each year in advance.

2. That you shall not demand water for construction purposes at all and for subsequent purpose as a matter of right. Water will be supplied to you in accordance with the availability of the same at different time.
3. That you shall communicate to us the names of owner/partner/Directors of your Firm/Company alongwith partnership deed or Articles of Association, as the case may be for our approval. Once the Article of Association, or Partnership deed or your status as sole proprietary owner has been approved by us, you shall not effect any change in this respect without prior permission from us in writing. Any change if carried out without such prior permission, shall be null and void in as much as it affects our relationship with you or our ownership of the land.
4. That you shall obtain our approval for the nature of trade which you will persue on the said plot and having once so obtained our approval of the trade, you shall not effect any change therein without our prior written permission.
5. That all constructions on the plot will be carried out in accordance with the plans to be approved by us. Approval of the plans will be obtained before taking up any construction work at the Small Industries Estate. Any construction raised without approval of the plans will be liable to demolition by us and would also constitute reason for cancellation of your licence.
6. That the rental/licence fee shall start after 30 days of the receipt of this letter by you or the date of possession which ever is earlier.

7. That all the undertakings/Agreements provided by you prior to this letter regarding allotment of plot mentioned in this letter shall remain unchanged.

Please note that if your acceptance of the above terms and conditions is not received by us within 10 days of this letter of offer, the same shall stand automatically withdrawn and forfeit Rs. _____ received by us from you as licence rental/licence fee etc. Further we will not be under any obligation to licence any land to you within our area after the expiry of the above mentioned period.

You are also advised to submit the documents as per our letter No. _____ date _____

Yours faithfully,

ESTATE OFFICER.

c.c.to :-

1. The Joint Director (ERI), SSIC, Head Office, Karachi.
2. The Joint Director (ERI), SSIC, Hyderabad/Sukkur.

AGREEMENT TO LEASE (LICENCE)

WHEREAS THE SIND SMALL INDUSTRIES CORPORATION, HEAD OFFICE A.M. 310, PREEDY STREET, SADDAR, KARACHI ESTABLISHED UNDER SIND ACT XXVI of 1972 (HEREINAFTER CALLED THE OWNER) which expression where the context so admits includes the persons deriving title under it AND S/S. _____

Plot No. _____ measuring sq.yd./
Acres at _____

through its authorised _____
_____ adult, resident of _____
(HEREINAFTER CALLED THE APPLICANT)

which expression where the context so admits includes the persons deriving title under it have duly accepted and signed the terms and conditions as per annexed licence in respect of the premises described therein.

NOW THEREFORE it is hereby agreed between the OWNER AND APPLICANT, the annexed licence shall from this day govern their relationship in respect of the said premises.

IN WITNESS WHEREOF the parties have set their respective hands and seal this _____ day of _____ 19 .

1. If and when the factory, hereinafter agreed to be erected by the applicant shall be completed, within the time hereinafter allowed and in conformity with the terms and conditions hereof so as to be fit for use to the satisfaction of the owner, or such persons as the owner may nominate shall have given his certificate in writing, to the effect that all the terms and conditions of this Agreement, on the part of the applicant to be observed and performed, have been duly complied with and that the factory erected by the Applicant, is fit for use the Owner shall, by a good sufficient Lease demise unto the applicant all that piece or parcel of land, admeasuring _____
_____ acre or thereabout, delineated in red upon the plan here-to annexed, situated within the ESTATE/PARK of the Owner at _____ in the Registration District, and sub-district of _____ and bounded as follows:-

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

For the term of ninety nine years at annual rental/Licence Fee of Rupees 1.00 per sq.yd. _____, subject to the revisions as provided for, and annexed with such amendments, as may be necessary in respect of matter which may have been or may be agreed between the Owner and the Applicant.

2. Upon payment by the Applicant to the Owner a fee of Rupees _____ only and or rates, taxes, and other outgoings the Applicant, his Agents, servants, Employees, his contractors and other persons may enter upon the said land during the period of twelve calendar months from the _____ or during such extended period as the

Owner may in writing grant, with or without conditions, for the purposes of compliance with the provisions hereof relating to the erection of the factory agreed to be erected by the Applicant and for manufacturing and storing a _____

3. The applicant shall at his own expenses and in substantial and workman like manner, with good and sound materials and under the inspection and to the satisfaction in all respects of such persons or person as the Owner may nominate from time to time, erect and build upon the said land a factory for the purpose of _____ according to such plans & Owner may require to be made without substantially interfering with the constructions then already made.
4. All the requirements of the Government relating to the erection of the factory and installation of the machinery and engines therein, shall be complied with, and requisite sanction obtained by the Applicant from the proper authorities prior to any request for sanction to the owner and no sanction given by the Owner without such prior compliance and sanction shall have any effect.
5. The plans, sections, elevations and specification for the factory upon the said land shall be prepared and the erection of the factory and installation of the plant, machinery and engines therein supervised by such duly qualified and competent Architects, Engineer, & Technicians as the Owner may from time to time require and no operation shall be commenced or under taken in the course of such erection or installation until all requirements of Government authorities or the Owner in respect of all matters relevant to such operation shall have been complied with, WHERE by any conditions or requirements have been done by the Government Authorities or by the Owner, they shall be strictly complied with and non-compliance with them shall immediately be rectified in such manner as may be required and the work shall be reexecuted.

6. The factory to be erected shall be in keeping with the architectural motifs in keeping with the surroundings in which it is situated and the Owner may require that the Applicant shall not use in the erection of the factory materials or class of materials without the same having been first declared sound and fit for use therein by person or persons whom may nominate.
7. The Owner may from time to time by notice in writing require the Applicant not to use any specified kind materials, or to use any specified kind of materials or not use any material of class of materials until it shall have been first approved of by the Owner or such person persons as it may nominate.
8. The Applicant shall not use the building or structures or the plant machinery or engines thereon for any purpose other than the purpose of the factory.
9. The Applicant shall not reside or permit any persons to reside on the said land, without the previous written consent of the Owner.
10. The Applicant shall comply with all the requirements of the Owner relating to sanitation, laterines and disposal of refuse or debris.
11. The Applicant shall effect all excavations necessary for foundations, and shall not remove any gravel, clay, ballast, or other products of earth from the said land or from any other land belonging to the Owner, without the previous written consent of the Owner.

12. The Applicant shall not erect or build or permit to be erected or build upon any part of the said land buildings or erection not in accordance with the approved plans, sections, elevations and specifications for make or allow and deviations from the same.
13. Until the lease referred to in Clause 1 shall have been executed, the Applicant shall not without the consent in writing of the Owner, directly or indirectly assign, transfer, create a security on or otherwise deal or part with any benefit of the Agreement of the buildings or erections made or plants engines or machinery installed upon the said land nor create any sub-interest in this Agreement or part with or let any part of the erections made upon the said land.
14. Until the Lease mentioned in Clause 1 hereof shall have been granted, the applicant shall keep insured all the buildings, structures, plant engines and machineries, erected or installed upon the said land to the extent of 90 percent of the value of the same with an Insurance Company approved by the owner and maintain the Insurance Policy in respect of the same in effect and operation paying the premia thereof as and when the same become due.
15. All erection, installations and works upon the said land shall be open to inspection of the Owner his servants or agents at all reasonable hours whether works shall be in progress or not.
16. The Applicant shall pay the Owner quarterly basis rental of Rs. _____ only in advance by the first day of _____ for _____ for the

quarter year concerned and penalty at 14% per annum of rent not so paid, calculated with effect from _____ or the date of the service of demand notice from the Owner, whichever be latter, to the date of actual receipt of the said rent.

17. The Applicant accepts the title of the Owner to the said land will accept the lease referred to in Clause 1 hereof without any proof of title.
18. The lease referred to in Clause 1 hereof and the duplicate thereof may be drawn upon up and on grossed by the Legal Advisor of the Owner and all costs, charges and expenses of land incidental to said lease and this Agreement including the stamp and registration or other fees and the Owner's Legal Advisor's costs shall be borne by the Applicant.
19. In the event of the Applicant committing any breach of this Agreement, it shall be lawful for the Owner, by notice in writing, to terminate this Agreement immediately or at the expiration of such period as the Owner may specify, and upon the termination of this Agreement, the Owner may enter into and upon and retain possession of all the buildings and constructions and all the materials and things upon the said plot of land for the absolute use and benefit of the Owner, but in such an event, the Owner may if it thinks fit on affecting a sale thereof, pay to applicant the net sale proceeds after deducting all expenses of the incidental to sale and such sum of money by way of liquidated damages as the Owner may reasonably estimate.
20. No sanction, consent for approval of the Owner/shall be valid unless signed by the person for the time being expressly authorised by the Owner to sign the same.

21. All notices to the Applicant delivered by hand or posted to the last known place of business of the Applicant at _____ or affixed on any structures upon the said land shall be deemed to have been received by the Applicant.
22. This allotment is made on the condition that the plot may be forefeited to Sind Small Industries Corporation, if the Industrial permission the basis of which it was allotted is withdrawn by the sanctioning authority.
23. The Owner (Sind Small Industries Corporation) reserves the rights to suitably amend the Agreement (Licence) to lease as and when considered necessary.
24. That the decision of Board regarding periodical enhancement in rent for land, building etc, in Sind Small Industries Estates/Parks will be binding on the Licence.

IN WITNESS WHEREOF the parties hereto have set their respective hands and sales, the day and year herein above written.

Signed, sealed and delivered,
by the within named Sind
Small Industries Corporation.

for Sind Small Industries
Corporation.

In the presence of :

1. Joint Director.
- 2.

SIND SMALL INDUSTRIES CORPORATION

NO:

Dated:

M/s. _____

Subject:- PLOT NO. _____ SIE _____ AREA _____
REQUEST FOR NO OBJECTION TO THE MORTGAGE OF _____

REF: Your letter No. _____ dated _____.

Dear Sir,

We hereby communicate our permission to you to enter into an agreement to create mortgage with M/s. _____ against the beneficial rights of the building or structures, factory plant, machinery, appliances and engines etc. to be constructed and installed on our plot No. _____ measuring _____ at SIE _____ under Clause 13 of Agreement to Lease executed on _____ subject to following terms and conditions :-

1. That the charge in favour of M/s. _____ will be without prejudice to the provisions of our standard Lease Deed a draft of which was handed over to you at the time of execution of Agreement to Lease. The respective rights of the parties as governed by the said Agreement and the draft lease deed will not, in any way, be disturbed with the creation of this charge.
2. That the ownership of land itself, which belongs to SSIC will not be subjected to any encumbrances though you may create any charge against your present and future beneficial interest in the land in favour of Messrs. _____.

3. That the future construction on the plot will be done after obtaining approval of the plans by us.
4. That you will disclose the full interests of SSIC to Messres. _____ at the time of executing documents in respect of the charge to be created by you.
5. That SSIC will continue to retain prior lien on all the fixed assets on the plot for its rent and other outgoings as laid down in the Agreement to Lease and Clauses (1) & (2) of Covenant No.2 of the draft Lease deed handed over to you/your pre-decessors at the time of execution of Agreement to Lease.
6. That the privileges and rights of SSIC as detailed in clause (24) of Covenant No.2 & Covenant No.4 of the draft lease deed will be incorporated in the instruments by which charge will be created by you in favour of Messrs.
7. That at the time of entering into a mortgage it will be necessary to see that a regular Lease deed has already been executed with SSIC.
8. That the terms and conditions of the charge will be sent to us for approval before their registration.
9. That the validity period of this letter of permission will expire after 90 days from the date of its issue and that any documents executed on the basis of this letter of permission after expiry of such period of 90 days will not be binding on SSIC.

Your's faithfully,
for SIND SMALL INDUSTRIES CORPORATION.

A C K N O W L E D G E M E N T .

I, Mr. _____
 representing _____
 hereby acknowledge receipt of possession of plot No. _____
 of the Small Industries Estate, _____ measuring _____
 this _____ day of _____ 19 _____ from Sind Small
 Industries Corporation. I agree to all the terms and conditions,
 laid down in the Standard Agreement to Lease of Sind Small
 Industries Corporation. I/We have executed, read and approved.

Dated this _____ day of _____ 19 _____ .

For and on behalf of

Two witnesses.

1. Name _____
 Address _____

2. Name _____

Certified that the possession of the aforesaid plot
 No. _____ handed over by me on

SIND SMALL INDUSTRIES CORPORATION
OUTLINE OF BUILDING BYE-LAWS

- 1) Drawings should be prepared by a Licenced Architect. These should be signed by the owner and the Architect. Address of the Architect should be given.
- 2) Approval of Chief Inspector of Factories should be obtained FIRST by the Tenant direct and then the drawings submitted to SSIC.
- 3) Details drawings giving plan, sectioned elevation of all the structure shown in the lay out plan may be provided on scale-not less than 8'-1".
- 4) Built up area should not exceed 2/3 of the area of the plot.
- 5) All buildings (except those allowed within compulsory Vacant strip) should be set back by 10 feet/15 feet from the compound wall along 100 feet and 176 feet road respectively and 5 feet from the compound walls on the remaining sides, except nallahs, railway sides grave yards and Estate boundry.
- 6) Height of the Factory building should not be less than 14 feet.
- 7) Height of each floor of the residential building should not be less than 12 feet with minimum 2 feet plinth.
- 8) Gate post and Time Office should not be more than 18'x8' and 12'x20' respectively.
- 9) Height the compound wall should not be less than 7 feet from the ground.
- 10) Area of Kitchen should not be less than 42 sft.
- 11) Area of Bath should not be less than 16 sft. with a minimum width of 5 ft.

Appendix-7.

- 12) Area of W.C. should not be less than 16 sft. with a minimum width of $3\frac{1}{2}$ ft.
- 13) Disposal of domestic sewerage should be shown.
- 14) Only three storeyed building are allowed in factory premises, except the restricted areas.
- 15) Four complete sets of the drawings should be submitted. ✓
- 16) Structures allowed within the compulsory vacant strip are as under :-
Gate-Post, Time Office, Under ground Tank, Overhead Tank, Fair Price shops, Oil tank, above ground washing Tanks, well, Septic Tank, Seasplit, Open Platform, drinking water tape, Excise, Excise Post, Switch Room, WAPDA Sub Station, Sabeel, Labour Waiting Shed, and Gas sub-station.
- 17) Chowkidar and Excise quarters are also allowed within the compulsory vacant strip (but not front side compound wall).
- 18) Construction of a Mosque or prayer place is allowed on an allotted plot but not in the compulsory vacant strip without showing them in the block plans.
- 19) Construction of residential accommodation including garrage and servant quarters are allowed on an industrial plot for the following :
 - a) Proprietor.
 - b) Managing Director.
 - c) Manager.
 - d) Senior Executive Staff.
 - e) Senior Supervisory staff.
- 20) The area of the following structures will not be treated as built up area :-
 - a) Overhead Tank.
 - b) Underground Tank.
 - c) Open platform.
 - d) Above ground washing and water Tank.
 - e) Under ground hazardous chemical stores.
 - f) Gas Sub-Station.

Appendix-7.

- g) Oil Tank.
 - h) Soak Pit. and septic Tank.
 - i) Drinking Water Tap.
 - j) Well.
 - k) Pump Room.
-
- 21) Partition wall within the factory premises for Excise purpose is allowed.
 - 22) One plot reserved for the construction of mosques, shops can be allowed along roadside to make the mosque self supporting.
 - 23) Fee for approval of drawings will be Rs.200/=.
 - 24) A lum sum amount of Rs.100/= per acre has to be charged for the approval of completion on (block plans).
 - 25) In the case explosive stores permission has to be obtained by the tenant from Inspector of Explosives in respect of the location of the store.

SIND SMALL INDUSTRIES CORPORATION.

No.SSIC/_____

Dated _____

To,

SUBJECT:- PROVISIONAL ALLOTMENT ORDER FOR INDUSTRIAL PLOT.

Ref'ence: Your application dated _____

Dear Sir,

I am directed to convey to you that the Sind Small Industries Corporation has provisionally allotted to you plot No. _____ measuring _____ in Small Industries Estate _____ for setting up _____ unit, in the name and style Messrs. _____ on the following terms and conditions.

1. The land to be acquired by you, will not be sold to any individual party or organization without prior approval of the Corporation.
2. That you shall not demand water for construction purposes at all and for subsequent purpose as a matter of right. However water will be supplied to you on availability of the same.
3. That you shall communicate to us the name (s) of Owner/ Partners/Directors of your Firm/Company alongwith partnership deed or Articles and Memorandum of Association as the case may be and supply us their specimen signatures duly attested

by Notary Public or Oath Commissioner.

4. You shall neither effect any change in the manufacture for which plot has been allotted nor any change in the Corporate set up, without prior and written approval of the Corporation.
5. That all the constructions on the plot will be carried out in accordance with the plans to be approved by us. Approval of the plans will be obtained before taking up any construction work in the estate. Any construction raised by you without approved plan would constitute reason for cancellation of the plot so allotted to you.
6. That the licence fee/rental/maintenance charges etc. shall be payable by you as per procedure laid down by SSIC from time to time.
7. That you should obtain a set of documents from the office of the Estate Officer/Zonal Office and submit three copies of each document duly completed in all respect.
8. That under no circumstance, this provisional allotment order will be transferred or sold by you to any individual party or organization.
9. That you will not claim any direct import licence for the import of raw material from this Corporation.
10. A monthly progress report in respect of your sanctioned unit will be sent to this office by 7th of each month, untill such time, the unit goes into production.

Appendix-8.

11. That you will implement the project within the specified limit of Two years from the date of possession.
12. That if for any reason, any of the condition of this provisional allotment is not complied with, the Corporation reserves the right to cancel the allotment without notice at your own cost and risk and the decision of the Managing Director, SSIC in this respect will be the final.

FOR SIND SMALL INDUSTRIES
CORPORATION.