

GARMENT CITY QUAID-E-AZAM BUSINESS PARK

APPLICATION PACKAGE LEASE OF PRE-CONSTRUCTED STITCHING UNITS (ON PLUG'N PLAY MODE) TO MANUFACTURERS AND EXPORTERS OF GARMENTS





IN COLLABORATION WITH



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A Landmark Initiative Under The Visionary Leadership of

Ms. Maryam Nawaz Sharif
Chief Minister, Punjab



I am delighted to share with you the launch of Garment City, a flagship project aimed at revolutionizing Pakistan's textile industry and propelling our country to the forefront of global apparel manufacturing.

Located at Quaid-e-Azam Business Park (QABP) in Sheikhpura, Garment City embodies our government's commitment to fostering economic growth, generating employment opportunities, and uplifting the socio-economic status of our people.

I extend my gratitude to all stakeholders, investors, and partners who have contributed to making this vision a reality. Together, let's work towards a brighter future for Pakistan's textile sector and our economy.





Chaudhry Shafay Hussain Minister for Industries, Commerce & Investment, Punjab

The establishment of Garment City marks a significant milestone in Punjab's journey toward economic growth and industrial excellence. This initiative will not only strengthen our textile and garment sector, but also create countless opportunities for employment, skill development and entrepreneurship. By fostering innovation and enabling global trade, Garment City will serve as a hub for modern industrialization, driving both local and international investments.



Ms. Saadia Temur, MPA Focal Person to CM on Garment City

The Garment City project aims to revolutionize Punjab's textile industry, while empowering women and providing access to technical resources. By replicating international successful ready-made garment sector model, we can economically empower thousands of women, increasing their participation in the workforce and decision-making power.

Garment City will become a textile production hub, attracting investments, generating employment, and boosting exports. We will provide technical training and resources to develop a skilled workforce, meeting the industry's demands.



Mr. Muhammad Omar Masud Secretary Industries, Commerce & Investment Department

The Garment City is not just an industrial project, it is a vision for the future of sustainable and inclusive economic growth in Punjab. This initiative will set a benchmark for industrial development across the country and demonstrate our commitment to empowering business and the workforce. Garment City is just 40km from Lahore, the city is positioned at the intersection of connectivity, innovation and international trade readiness.



GARMENT CITY

This purpose-built, plug-and-play industrial zone comprising both pre-constructed stitching units and developed plots, is designed to accelerate exports, attract foreign investment, and provide a seamless operating environment for local and international garment manufacturers. Featuring advanced infrastructure, strategic policy support, and an investor-centric governance model, Garment City stands as a model for sustainable industrialization.



KEY HIGHLIGHTS

- Strategically located on M-2 motorway - 40 minutes from Lahore
- High-end industrial utilities and regulatory support under one roof
- Sustainable, socially inclusive, and environmentally compliant zone
- Green energy with pre-installed 300kw solar system
- Already notified as a Special Economic Zone (SEZ)
- Duty free import of plant & equipment
- 10-year exemption from income tax
- Job creation for skilled workers
- Quick turnaround time
- On site skills development
- Women empowerment



QABP

Scan the QR Code for more details.



GARMENT CITY

Scan the QR Code for more details.





APPLICATION FOR LEASE OF BUILDING (STITCHING UNIT)

GARMENT CITY
QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA
SPECIAL ECONOMIC ZONE



APPLICATION FOR LEASE OF BUILDING (STITCHING UNIT)

Please read the application package carefully before filling in the application form.

1-APPLICANT'S INFORMATION

- a) Name of Applicant Company: _____
- b) SECP Registration Number: _____
- c) Address: _____
- d) Email: _____ Website: _____ Telephone: _____
Fax: _____ NTN: _____ Sales Tax: _____
- e) Name of Authorized Representative / Principal Officer for all practical purposes: _____
CNIC: _____ Email: _____ Phone: _____
Fax: _____ Address: _____

2- NATURE OF BUSINESS:

- a) Are you personally involved in the manufacturing of Garments: YES ☐ NO ☐
- b) Do you know that the building will be used only for Exports of Garments: YES ☐ NO ☐
- c) Nature of Proposed Business: _____

- d) Total Project Cost (Rs): _____
- e) Equity: _____ (Percentage or Rs)
- f) Loan: _____ (Percentage or Rs)
- g) Other sources such as grants etc.: _____
- h) Foreign Investment of Type i.e. Equity/Loan/Machinery
(Please specify core ----) _____

- i) Details of Foreign Technical collaboration: _____
- j) List of Machinery to be imported of countries & Import: _____

3- OPERATIONAL DETAILS:

- a) Annual Production Capacity: YES ☐ NO ☐
- b) Products to be Produced: YES ☐ NO ☐
- c) Building Requirement
☐ Building No 1
☐ Building No 2
(Please fill separate application for each building in case you require both buildings)

Thumb Impression & Company Stamp: _____ Applicant/Authorized Signature: _____

Date of Application: _____ Designation: _____



GARMENT CITY **QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA** **SPECIAL ECONOMIC ZONE**

APPLICATION FOR LEASE OF BUILDING (STITCHING UNIT)

ZONE ENTERPRISE ADMISSION CRITERIA

1. The applicant must be in the business of Manufacturing of Garments.
2. The sponsors/owners/present management has/is:
 - a) Not engaged into any illegal industrial, financial or services business or dealings;
 - b) Not defaulted in their loans towards banks along with the companies in which they are director or major shareholder;
 - c) Never been convicted of fraud or breach of trust or of an offence involving moral turpitude or removed from service for misconduct;
 - d) Neither been adjudged as insolvent nor suspended payment of his debts nor has compounded with his creditors;
 - e) Net-worth as per wealth statements submitted with the tax authorities is not less than the amount to be subscribed by him personally;

Notes:

- The case of amendment in SEZ Rules to replace the requirement of net worth to be twice the amount of investment with net worth to be at least equal to investment has been processed to BOI, Islamabad.
- For the purposes of definition, 'Garment' includes all items included in Chapter 61, 62 and 63 of Pakistan Customs Tariff (PCT).
- The Applicant MUST be SECP registered company.

EVALUATION PROCESS:

- a) The zone enterprise entry applications for the Garment City shall be first evaluated by the Evaluation Committee of the PIEDMC as per the Eligibility Criteria mentioned in Annex-1, Zone Enterprise Admission Criteria – Garment City in Quaid-e-Azam Business Park (QABP), Sheikhpura.
- b) The eligible applicants will compete on rent as per financial proposal submitted with the application.
- c) The ineligible applicants may represent or file grievance against the decision of the PIEDMC to the Grievance Committee notified by Secretary IC&I Department.
- d) The applications will be considered, discussed and decided in the SEZ Committee as per SEZ Rules, 2013 and SEZ Regulations, 2021.

PREMISES:

1. PIEDMC shall provide open space of the plot, in which the building is constructed and which is bounded by the boundary wall, free of cost.
2. The Lessee(s) shall pay operational and management charges (O&M charges) on monthly or annual basis to the PIEDMC as determined and notified by the BOD PIEDMC from time to time.
3. The Premises shall be leased out to Garment Manufacturers only. The Lessee(s) shall not be allowed to change the specific business which they proposed to carry out in the Application, provided that the Lessee(s), after obtaining prior written approval from the PIEDMC, may change the business within the garment manufacturing business.
4. The Lessee(s) shall not sell, sublet, dispose of, encumber, mortgage, assign, or permit any lien in respect of the whole or any part of its rights and interests in the Premises.
5. The rights and obligations of the Lessee(s) have been generally discussed in the accompanying lease agreement template (Annexure II) provided that the Board may amend the lease agreement prospectively and the text of the lease agreement issued with the conditional letter shall be the final text for the purposes of the lease of the respective Premises.

GARMENT CITY
QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA
SPECIAL ECONOMIC ZONE



APPLICATION FOR LEASE OF BUILDING (STITCHING UNIT)

TENANCY AGREEMENT

1. The successful applicant will enter into a provisional tenancy agreement with the PIEDMC for 12 months. During these 12 months, applicant will install machines and equipment and start commercial operations in buildings already constructed by GOP.
2. The successful applicant will be entitled to all SEZ related benefits as per SEZ Act, 2013.
3. Upon successful start of operations within 12 months, the applicant will sign and enter into a formal tenancy agreement for at least 30 years which may be extended/ renewed, subject to satisfactory performance/ fulfillment of requirements.
4. The applicant will install at least 500 new stitching machines (single needle or equivalent) in the rented premises.
5. The base rent will be Rs. 21 per square foot. This is the reserve/ baseline rent and the qualified applicants may be asked to compete on the rent.
6. The applicant will pay 6 months rent in advance for the provisional tenancy period.
7. The applicant will pay 3 months security deposit.
8. There will be 10 percent increase in rent every year.
9. The rent will be collected on annual basis and in advance.
10. The applicant (lessee) during the term shall keep ALL insurances (Fire & Lightening, Riot and Strike, Earthquake, Weather, Malicious Damage, Explosion, Theft etc.)
11. The applicant shall not sub-lease any portion of the demised premises.
12. The applicant shall not remove any machinery or equipment without the written authorization of the PIEDMC.
13. Applicant shall only carryout the authorized activity of 'manufacturing and export of Garments' in the premises.
14. The applicant shall not change the nature of the business activity.
15. The applicant shall keep its premises open for inspection by the PIEDMC inspection team.
16. The applicant shall give preference for employment in his unit to the trainees of the Vocational Training Institute established in Quaid-e-Azam Business Park (QABP) and run by TEVTA.
17. The applicant shall strictly follow and comply with the provisions of SEZ Act 2012, SEZ Rules 2013, and SEZ Regulations 2021.

I _____ NIC#: _____
have read, apprehended and agree to the terms and conditions of the above Application. In token of my acceptance of the same, I set my hands hereunder with my free will, dated: _____ at: _____

Signature: _____

Designation: _____

Seal of Company: _____



GARMENT CITY
QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA
SPECIAL ECONOMIC ZONE

APPLICATION FOR LEASE OF BUILDING (STITCHING UNIT)

DOCUMENTS REQUIRED TO BE ATTACHED

Sr. No.	Particulars	
i.	Application + List of Plant & Machinery	
ii.	Business Plan especially stating next five years' production, exports, employment generation, domestic raw material consumption, imported raw material, and local and imported machinery. Also, must specify destinations for the exports.	
iii.	Building, utilities and the services required from and the time line thereof	
iv.	Description and sources of employment	
v.	Certified copy of the Certificate of Incorporation	
vi.	Certified copy of Memorandum & Articles of Association	
vii.	National Tax Number Certificate and General Sales Tax Number Certificate	
viii.	List of owners and key managerial staff with their CNIC, NTN, cell, email and addresses along with their CVs/profiles. In case of foreigners, their passports are required in place of CNIC. (Copy of CNIC and one Picture also required)	
ix.	Business Profile of the company	
x.	Financial statements and income tax returns – last 3 years	
xi.	Name, address, NIC, NTN, Phone, Email of Principal Officer (Copy of CNIC and one Picture also required)	
xii.	Entry card Applications of the persons immediately required to enter into SEZ	
xiii.	Undertakings on Stamp Papers	

UNDERTAKING

We hereby declare that the above statements and attached documents are true and correct to the best of our knowledge and belief. We shall abide by any other condition, which may be stipulated by the SEZ Committee/PIEDMC.

Thumb Impression & Company Stamp:_____ Applicant/Authorized Signature:_____

Date of Application:_____ Designation:_____

APPLICATION AND EVALUATION PROCEDURE LEASE OF BUILDINGS (GARMENT STITCHING UNITS) IN GARMENT CITY QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA

- **ZONE ENTERPRISE APPLICATION PROCESSING PROCEDURE**
- **ELIGIBILITY CRITERIA**
- **EVALUATION OF APPLICATIONS**
- **TENANCY AGREEMENT**
- **SPECIAL CONDITIONS**



PIEDMC

Punjab Industrial Estates Development and Management Company (PIEDMC) is a Government of the Punjab owned developer and operator of Special Economic Zones (SEZs) and industrial estates and is under the administration of Industries, Commerce, Investment and Skills Development Department (ICI&SDD). The affairs of the PIEDMC are run by a Board of Directors comprising Chairman, independent directors and ex-officio members including representatives from Government of the Punjab departments.

QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA

PIEDMC has established an industrial estate in Sheikhpura on 1860 acres named Quaid-e-Azam Business Park (QABP). Government of Pakistan has notified QABP as a Special Economic Zone (SEZ) on 07-12-2020. The status of SEZ entitles zone enterprises of QABP fiscal benefits as per SEZ laws which mainly include duty free import of machinery and equipment and 10-year exemption from income tax from the date of commercial production.

Out of 1860 acres, the saleable area in QABP is 1320 acres, out of which 802 acres have been sold/ allotted or under the process of allotment and 518 acres are available and unallotted.

GARMENT CITY

Government of the Punjab desires to facilitate the Garment Sector so that the exports from Pakistan increase and the country earns valuable foreign exchange. For this purpose, Government of the Punjab has decided to establish a 'Garment City' on the unallotted 350 acres of the QABP. The Garment City will include preconstructed buildings of 3 floors (Ground plus two) with a total covered area of 90,000 square feet. The first two buildings have been constructed and are available for lease/ rent.

RENT/ LEASE OF BUILDINGS

Government of the Punjab has decided to launch the process of invitation of the applications for lease of the buildings to the 'Garment Manufacturers and Exporters'. Since, Government would be investing huge amount of public funds to construct export compliant buildings, it desires that the buildings be leased to the genuine manufacturers of garments who will use the buildings for export purposes. To achieve this objective, Government has decided that PIEDMC should develop the application process, eligibility criteria and evaluation process.

RENT/ LEASE OF BUILDINGS

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EXISTING CRITERIA IN SPECIAL ECONOMIC ZONES

Since QABP is a notified SEZ, the lease of buildings is regulated vide SEZ Rules, 2013 and SEZ Zone Enterprise Admission and Sale, Lease and Sub-Lease of Plot Regulations, 2021 (SEZ Regulations, 2021).

PROPOSED CRITERIA

The evaluation criteria has been prepared with a view to remain within the legal framework of SEZs. However, there is one change proposed which relates to the first-come-first-serve criteria. Government of Pakistan has allowed PIEDMC that instead of first come first serve criteria, the applicants who can prove that they are the genuine/ established manufacturers of the garments and will export the garments, shall be allowed to compete for renting the building.

1. SCOPE OF POLICY:

- (i) This Policy provides guidelines regarding, inter alia, particulars of the premises to be leased; marketing of the lease of the premises; eligibility to apply for the lease; and the procedure for grant of the lease.
- (ii) The BOD PIEDMC reserves the right to prospectively amend, alter, or substitute this Policy in its discretion.
- (iii) The BOD PIEDMC may delegate any of its powers in respect of the implementation of this Policy to any of its Committee, from time to time, on such terms and conditions as it may decide.
- (iv) In case there is any ambiguity as to the scope or interpretation of this Policy, the advice or decision of the BOD PIEDMC, as the case may be, shall be final.

2. DEFINITIONS:

For the purposes of this Policy, the following terms shall have the following meanings:

- (i) "Applicant" means a 'Garment Manufacturer' who submits a Bid.
- (ii) "Application" means an application made to the PIEDMC on the prescribed form.
- (iii) "Application Envelope" means an envelope containing the Application and the Prescribed Documents submitted by an Applicant.
- (iv) "Bid" means the Application Envelope and the Financial Bid Envelope submitted by an Applicant to the PIEDMC to participate in the open competitive bidding for lease of the Premises, in response to an advertisement published by PIEDMC.
- (v) "Board" or "BOD" means the Board of Directors of the PIEDMC.
- (vi) "Buildings" means Building No. 1 and Building No.2, collectively situated in the Project Area of QABP, Sheikhpura. Building No. 1 is located on plot no 09-A and 10-A, and Building No. 2 is located on plot no 11-A and plot no. 12-A.
- (vii) "Committee" means a committee constituted by the Board to implement the Policy, which shall exercise such powers in respect of the Policy as are expressly delegated to it by the Board.



- (viii) "Financial Bid" means the rent offered by an Applicant for the Premises on the prescribed form.
- (ix) "Financial Bid Envelope" means a sealed envelope containing the Financial Bid and the Security Deposit submitted by an Applicant.
- (x) "Garment Manufacturer " means a limited company, body corporate or a firm registered with SECP in Pakistan, that undertakes any and all type(s) of business (es) related to manufacture and exports of garments, made-ups and accessories.
- (xi) "Government" means the Government of the Punjab.
- (xii) "Lessee" means a Successful Bidder with whom a valid lease agreement in respect of the Premises has been duly signed by the PIEDMC.
- (xiii) "Lessor" means Punjab Industrial Estates Development and Management Company.
- (xiv) "PIEDMC" means the Punjab Industrial Estates Development and Management Company. Sheikhupura 2025-26" as amended from time to time.
- (xvi). "Premises" means the complete building to be leased or leased by the PIEDMC to the Lessee(s) and also includes the clear space of the plots bounded by the boundary wall.
- (xvii) "Prescribed Documents" mean the information, documents (except Financial Bid and the Security Deposit) which are required to be submitted with the Application.
- (xviii) "Qualified Bidder" means an Applicant who, after evaluation of the Application and the Prescribed Documents, has been declared qualified by the Committee for consideration of the Financial Bid Envelope submitted by him.
- (xix) "Project Area" means and includes the built area and open spaces within the boundary walls of Quaid-e-Azam Business Park (QABP), Sheikhupura.
- (xx) "Rent" means the rent to be received from the Lessee(s) by the PIEDMC.
- (xxi) "Security Deposit" means a pay order or bank draft in favour of the PIEDMC in the amount equivalent to two (2) percent of the annual rent offered by the Applicant.
- (xxii) "Successful Bidder" means a Qualified Bidder who fully complies with the conditional letter within the prescribed time period.

3. PREMISES:

- (i) PIEDMC shall offer the following buildings for lease:

- (a) Building – 1 and Building – 2

Description of Land	Area (Square Feet)
Building – 1	Plot No. 09-A – 36,000 Plot No. 10-A – 36,000 Total – 72,000
Building – 2	Plot No. 11-A – 36,000 Plot No. 12-A – 36,000 Total – 72,000
Description of Buildings	Covered Area (Square Feet)
Ground Floor	30,000
First Floor	30,000
Second Floor	30,000
Total	90,000

ZONE ENTERPRISE APPLICATION PROCESSING PROCEDURE (APPLICABLE TO SUCCESSFUL BIDDERS ONLY)

- Following procedure shall be followed for zone enterprise entry application processing:
- PIEDMC shall provide information of each building of Quaid-e-Azam Business Park (QABP), Sheikhpura – Garment City including but not limited to its location, size, base rent, development timeline, availability of utilities, coordinates etc. on SEZ MIS Module maintained by BOI for the information of general public and potential zone enterprises;
- PIEDMC shall announce the date of initiation of application process for renting of buildings through at least four national daily newspapers, two in English and two in Urdu, besides placing the information on the websites of the PIEDMC and BOI;
- Any potential applicant, already engaged in the business of Manufacturing of Garments, looking to establish Garment Manufacturing & Exports Business in the Garment City, in the building on plug and play model, shall register itself in the prescribed manner at the link of SEZ MIS Module available on BOI's and PIEDMC's website;
- For submission of zone enterprise entry application, the zone enterprise applicants shall fill-in all mandatory fields of the online application form in accordance with the Annex 3, to the Rules via SEZ MIS Module;
- Every zone enterprise entry applicant may indicate the buildings in order of preference in its online application for ready reference of the SEZ committee at the time of considering the application. SEZ Committee may assign any building to the applicant for rent, as it deems suitable, while considering the recommendation of the PIEDMC, if any;
- The documents listed at Annex-2 to the Rules shall be attached with the online application;
- Once complete and submitted through SEZ MIS Module, the zone enterprise entry application along-with its annexures shall be automatically shared or made visible online to each member and secretary of the SEZ committee for evaluation;
- The allotment for rent shall be approved by SEZ Committee as per SEZ Act 2013 which shall entitle the lessee for all SEZ related fiscal benefits.



ANNEXURE - 1

ZONE ENTERPRISE ADMISSION CRITERIA – GARMENT CITY IN QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA

1. The applicant must be in the business of Manufacturing of Garments.
2. The sponsors/owners/present management has/is:
 - a) not engaged into any illegal industrial, financial or services business or dealings;
 - b) not defaulted in their loans towards banks along with the companies in which they are director or major shareholder;
 - c) never been convicted of fraud or breach of trust or of an offence involving moral turpitude or removed from service for misconduct;
 - d) neither been adjudged as insolvent nor suspended payment of his debts nor has compounded with his creditors;
 - e) net-worth as per wealth statements submitted with the tax authorities is not less than twice the amount to be subscribed by him personally;

Notes:

- For the purposes of definition, 'Garment' includes all items included in Chapter 61, 62 and 63 of Pakistan Customs Tariff (PCT).
- The Applicant MUST be SECP registered company.

ANNEXURE - 2

DOCUMENTS TO BE ATTACHED WITH ZONE ENTERPRISE ENTRY APPLICATION

1. Business Plan especially stating next five years' production, exports, employment generation, domestic raw material consumption, imported raw material, and local and imported machinery. Also, must specify destinations for the exports.
2. Building(s), utilities and the services required from SEZ and the timeline thereof.
3. Description and sources of employment.
4. Certified copy of the Certificate of Incorporation/Registration of Firm.
5. Certified copy of Memorandum & Articles of Association.
6. National Tax Number Certificate and General Sales Tax Number Certificate.
7. List of owners and 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.
8. Business Profile of the company/firm
9. Financial statements and income tax returns – last 3 years
10. Name, address, NIC, NTN, Phone, Email of Principal Officer
11. Entry card Applications of the persons immediately required to enter into SEZ
12. Application fee of in the shape of demand draft/pay order in favor of the person as may be prescribed (Not Applicable).



ANNEXURE - 3

FORMAT OF ONLINE ZONE ENTERPRISE ENTRY APPLICATION – GARMENT CITY IN QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA

PART ONE

- 1.1 Name and Address of the Applicant organization
- 1.2 Status of the Applicant (company/firm/proprietorship)
- 1.3 Address of the Applicant
- 1.4 Email Address of the Applicant
- 1.5 Website
- 1.6 Telephone
- 1.7 Fax No.
- 1.8 National Tax Number
- 1.9 General Sales Tax Registration Number
- 1.10 Name of Principal Officer for all practical purposes
- 1.11 Email, Phone, fax and address of Principal Officer

PART TWO

- 2.1 Nature of Business
- 2.2 Small Scale/SME/Large scale
- 2.3 Total Project cost
- 2.4 Equity
- 2.5 Loan
- 2.6 Other such as grant etc
- 2.7 Foreign investment & type i.e. equity/loan/machinery (please specify core terms)
- 2.8 Details of foreign technical collaboration
- 2.9 List of machinery to be imported & possible countries of import

PART THREE

- 3.1 Annual production capacity
- 3.2 Products to be produced
- 3.3 Similar local products

- 3.4 Similar imported products
- 3.5 Expected yearly values for five years of the products to be produced
- 3.6 Are the products to be produced for local market or export or both?
- 3.7 If products are to be produced for export, values for five years in \$ terms
- 3.8 Name of the raw materials to be consumed
- 3.9 Yearly expected value of raw materials to be consumed for five years
- 3.10 Net foreign exchange inflow/outflow over first five years on yearly basis
- 3.11 Annual projected profits for the first five years
- 3.12 Annual employment generation - first five years (separately specify male and female)
- 3.13 Foreigner employee are required and if so how many and their expected induction

PART FOUR

- 4.1 Land requirement in Acres (Not Applicable)
- 4.2 Need Warehousing/storage facility and if so nature and area required in sq meters? (Not Applicable)
- 4.3 Electricity requirement (Please quantify)
- 4.4 Will you set up your own generator and if so, of what capacity and fuel?
- 4.5 Gas requirement
- 4.6 Water requirements (annual) and if possible for the next five years
- 4.7 Landline Phone requirements
- 4.8 Nature of water to be drained in SEZ Sewerage (annual outflow estimates for first five years) and its treatment status.
- 4.9 Quantum and nature of effluents and their mode of disposal
- 4.10 Wastes and their disposals

UNDERTAKING

We hereby declare that the above statements and attached documents are true and correct to the best of our knowledge and belief. We shall abide by any other condition, which may be stipulated by the SEZ Committee/PIEDMC.

EVALUATION OF APPLICATIONS

- The zone enterprise entry applications for the Garment City shall be first evaluated by the Evaluation Committee of the PIEDMC or as constituted by Industries Commerce & Investment Department as per the Eligibility Criteria mentioned in Annex-1, Zone Enterprise Admission Criteria – Garment City in Quaid-e-Azam Business Park (QABP), Sheikhpura.
- The eligible applicants will compete on rent as per financial proposal submitted with the application.



- The ineligible applicants may represent or file grievance against the decision of the PIEDMC to the Grievance Committee notified by Secretary IC&ID Department.
- The successful bidder will be asked to file on-line application at BOI's MIS Web Portal.
- The applications will be considered, discussed and decided in the SEZ Committee as per SEZ Rules, 2013 and SEZ Regulations, 2021.

TENANCY AGREEMENT

- The successful applicant will enter into a provisional tenancy agreement with the PIEDMC for 12 months. During these 12 months, applicant will install machines and equipment and start commercial operations in buildings already constructed by GOP.
- The successful applicant will be entitled to all SEZ related benefits as per SEZ Act, 2013.
- Upon successful start of operations within 12 months, the applicant will sign and enter into a formal tenancy agreement for at least 30 years which may be extended/ renewed, subject to satisfactory performance/ fulfillment of requirements.
- The applicant will install at least 500 new stitching machines (single needle or equivalent) in the rented premises.
- The base rent will be Rs. 21 per square foot. This is the reserve/ baseline rent and the qualified applicants may be asked to compete on the rent.
- The applicant will pay 6 months rent in advance for the provisional tenancy period.
- The applicant will pay 3 months security deposit.
- There will be 10 percent increase in rent every year.
- The rent will be collected on annual basis and in advance.
- The applicant (lessee) during the term shall keep ALL insurances (Fire & Lightening, Riot and Strike, Earthquake, Weather, Malicious Damage, Explosion, Theft etc.)
- The applicant shall not sub-lease any portion of the demised premises.
- The applicant shall not remove any machinery or equipment without the written authorization of the PIEDMC.
- Applicant shall only carryout the authorized activity of 'manufacturing and export of Garments' in the premises.
- The applicant shall not change the nature of the business activity.
- The applicant shall keep its premises open for inspection by the PIEDMC inspection team.
- The applicant shall give preference for employment in his unit to the trainees of the Vocational Training Institute established in Quaid-e-Azam Business Park (QABP) and run by TEVTA.
- There is no option to purchase the building at any time.
- The applicant shall strictly follow and comply with the provisions of SEZ Act 2012, SEZ Rules 2013, and SEZ Regulations 2021.

- Either of the parties may terminate the Tenancy Agreement without assigning any reason by giving twelve (12) months prior notice to the other party.

SPECIAL CONDITIONS

- The Applicant commits on judicial stamp paper to export minimum USD 2.0 million per building per each year in the first 2 years of commercial operation and USD 3.50 million per building per year subsequently throughout the validity of the lease period, with overall positive net foreign exchange earnings to be ensured in all years of the operations.
- If, in any given year, the enterprise/ lessee fails to meet its export commitments, the annual lease rate for the year shall be increased by 25%.
- Upon endorsement of the SEZ Committee regarding withdrawal of zone enterprise status and cancellation of lease, the developer (PIEDMC) shall repossess the building and initiate the lease process for new tenant as per the approved criteria.
- The increased lease rate shall continue to compound at the same percentage each subsequent year until the enterprise/ lessee fulfils its export commitments.
- If an enterprise/ lessee fails to meet its export commitments for two (02) consecutive years, or commits any other material breach of the Tenancy Agreement then the developer (PIEDMC) shall be bound to submit the case to the SEZ Committee for withdrawal of the zone enterprise status and cancellation of the lease.
- Upon endorsement of the SEZ Committee regarding withdrawal of zone enterprise status and cancellation of lease, the developer (PIEDMC) shall repossess the building and initiate the lease process for new tenant as per the approved criteria.



TENANCY AGREEMENT

This Tenancy Agreement (the "Agreement") is made at Lahore on this _____ day of _____ 20 _____
by and between

Punjab Industrial Estate Development and Management Company (Hereinafter shall be referred to as "PIEDMC"), a company incorporated under Section 42 of the Companies Ordinance, 1984, having its registered office at _____ (hereinafter referred to as the "Lessor" (Of the First Part) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors-in-interest, and permitted assignees), through its Chief Executive Officer;

AND

(hereinafter referred to as the "Lessee" (of the Second Part) which expression shall, unless excluded by or repugnant to the context be deemed to include its successors-in-interest), through its duly authorized representative namely, Mr. _____ holding CNIC No. _____.
(The Lessor and the Lessee shall hereinafter be individually referred to as "Party" and collectively as the "Parties")

WHEREAS

1. The Lessor is the owner of a pre-constructed three-storey building (ground plus two) consisted upon a total covered area of 90,000 sq. ft. (30,000 sq. ft. per floor), constructed on plot No. _____ measuring 72,000 square feet, situated in **QUAID-E-AZAM BUSINESS PARK (QABP)**, Sheikhpura.
2. The Lessee has represented to the Lessor that:
 - (i) the Lessee is a [company/body corporate/firm registered in [Pakistan/abroad], that manufactures garments, made-ups and accessories (the "Business");
 - (ii) the Lessee shall use the rented premises (as defined in this Agreement) for manufacture and exports of garments, made-ups and accessories (the Business); and
 - (iii) the Lessee has represented that he is not a director, member, officer, employee of the Lessor and none of the aforesaid persons or their parents, siblings, spouse or children are owner(s), Director(s), partner(s) or have direct or indirect controlling interest, as the case may be, of/in the Lessee.
3. The Lessee is desirous to obtain on Tenancy the building (fully described in the Schedule-I of the Agreement, and hereinafter referred to as the "Rented Premises") to carry out the Business.
4. The Lessor has agreed to Tenancy out the Rented Premises to the Lessee, and the Lessee has agreed to accept the same, on certain terms and conditions, which the Parties are desirous of reducing into writing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. GENERAL:

- (i) In this Agreement, unless the context otherwise requires:
 - (a) The Recitals and the Schedules attached hereto shall form an integral part of the Agreement.
 - (b) References to Clauses and Schedules are references to Clauses and Schedules of this Agreement;



- (c) References to persons include bodies corporate, firms and unincorporated associations;
- (d) The singular includes the plural and vice versa;
- (e) References to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it;
- (f) "Board" or "BOD" means the Board of Directors of PIEDMC (Lessor);
- (g) "Government" means the Government of the Punjab, the Federal Government or any Local Government, as the context may require.
- (h) "Policy" means the "Leasing Policy—Garment City, Quaid-e-Azam Business Park, Sheikhpura 2025-26" as amended from time to time.
- (i) "Rented Premises" means the building as fully described in Schedule I of this Agreement.
- (j) "Annual Rent" means the rate of rent for a whole year including the mandatory 10 percent yearly increase, duly provided in Clause 4 and Schedule II of this Agreement for the Term of the Agreement.
- (k) "Garment Manufacturer" means a limited Company, body corporate or a firm registered with SECP in Pakistan, that undertakes any and all type(s) of business(es) related to manufacture of garments, made-ups and accessories.
- (l) "Stitching Unit" means and includes a limited Company, body corporate or a firm registered with SECP in Pakistan, that undertakes any and all type(s) of business(es) related to manufacture, stitching and exports of such garments, made-ups and accessories stitched by itself.
- (m) "Stitching Machine" means a single needle machine.

2. **TENANCY:**

- (i) For and in consideration of the Rent (as defined in Clause 4(i) and specifically mentioned in Schedule I of this Agreement) and the Lessee's undertakings, covenants, representations and warranties hereinafter mentioned, the Lessor hereby demises unto the Lessee, the Rented Premises, to hold and enjoy the same for the Term (as defined in Clause 3(i) of the Agreement) provided all the perimeter walls of the Rented Premises, any balconies, plazas, terraces, or roofs (whether or not adjacent to the Rented Premises), and any space in and/or adjacent to the Rented Premises used for shafts, stairways, stacks, pipes, conduits, ducts, electric or other utilities, or other facilities, and the use thereof, as well as access thereto through the Rented Premises (at and for such times as shall not unreasonably interfere with the Lessee's Business) are expressly reserved to the Lessor (the "Tenancy").
- (ii) The Lessee hereby accepts from the Lessor, the Rented Premises as is in its present condition (pre-constructed) and the Lessee hereby acknowledges that:
 - (a) the Rented Premises is being delivered "as is", that is, the Lessee has performed preliminary investigations and reviews and has concluded on his own judgment that the Rented Premises is suitable for the Business, without any representations of any kind (including, without limitation, any

express or implied warranties of merchantability, fitness or habitability) from the Lessor; and

(b) the Lessee's taking possession of the Rented Premises hereof is conclusive evidence that the Rented Premises suitable for the Business, is in good order and in satisfactory condition at the time of the execution of the Agreement.

(iii) The Lessor shall provide the following common facilities (the "Common Facilities") to the Lessee upon payment of service charges, as determined by the Board from time to time, by the Lessee(s):

(a) Lighting, security and cleaning of the area around the rented premises excluding the rented area;

(iv) The Management and allied charges paid to Lessor shall also be included in the service charges. Nothing in the Agreement, including, without limitation, the method of computation of the Rent (as defined in Clause 4 (i) of the Agreement) and/or any act(s) of the Parties hereto or any other provision contained herein, shall be construed as creating any relationship between the Parties hereto other than that of the lessor and the lessee.

(v) The Lessor may issue rules, bye-laws and policies, in general, and/or specific instructions and directions, in respect of the rented premises or any part thereof and the lessees in general or the Lessee, from time to time, which shall be binding on the Lessee, and any violations thereof by the Lessee shall be deemed to be a breach of the Agreement liable to Termination of the Agreement and eviction.

3. **RENT, SECURITY AND COMMON FACILITIES CHARGES:**

(i) Subject to Clause 6 of this Agreement, the Lessee hereby agrees and undertakes to pay the annual rent of Rs. _____/- (the "Rent") for the Rented Premises, however, the amount mentioned hereinabove is for first year of the Term only.

(ii) The Lessee hereby pays Rupees _____ (Rs.) vide Bank Draft/Pay Order No. _____ dated _____ drawn on _____ as advance rental money (the "Advance Rent") to the Lessor for One (1) year.

(iii) The Lessee hereby agrees and undertakes to pay each year's Annual Rent (with 10% mandatory increase) in advance to the lessor for the remaining Term through a bank draft or pay order in favour of the Lessor in the amounts and by or before to the dates specified in the attached Schedule II of the Agreement.

(iv) The Lessee hereby agrees and undertakes to pay to the Lessor the monthly operations and maintenance charges (O & M Charges) prescribed, from time to time, for the Common Facilities. The current monthly service charges/ O & M Charges for the Common Facilities are Rupees _____ per Acre (Rs. _____) which the Lessee hereby pays to the Lessor vide Bank Draft/ Pay Order No. _____ dated _____ drawn on _____ for the period from _____ to _____. The Lessee shall pay the subsequent O & M charges for the Common Facilities through a bank draft or pay order in favour of the Lessor in the amounts and by or before the dates specified in the attached Schedule III of the Agreement.

(v) The Lessee hereby pays Rupees _____ (Rs. _____) (equivalent to three months' rent vide Bank Draft/Pay Order No. _____ dated _____ drawn on _____ as security amount (the "Security Deposit") to the Lessor. The Security Deposit shall be held by the Lessor, without liability for interest, as security for the faithful performance by the Lessee of all the terms, conditions, representations, warranties, Covenants and



obligations under the Agreement to be kept and performed by the Lessee during the Term.

(vi) The Lessor may deduct from the Security Deposit *ibid* any amount payable by the Lessee under the Agreement, which the Lessee neglects or fails to pay within _____ days of a written demand made by the Lessor, in which case, the Lessor may require the Lessee to pay additional amount to meet the minimum balance of the Security Deposit.

(vii) Subject to Clause (vi) *ibid*, the Security Deposit shall be refunded upon termination/expiry of the Agreement after deduction of the value of any damage or loss caused to the Rented Premises and/or the QABP by the Lessee, if any, and clearance of outstanding utility bills, service charges, of the Rented Premises pertaining to the Lessee, if any, and expenses incurred by the Lessor for removal of the Lessee's Installations (as defined in Clause 12(i) (a) of the Agreement). Any such deduction shall be without prejudice to any other legal or contractual remedy available to the Lessor.

(viii) There shall be no abatement or reduction of the Rent due hereunder, nor shall the Lessee be entitled to damages, losses, costs or disbursements from the Lessor in respect of any business interruption, damage or loss due to partial or temporary failure or stoppage of utilities and utility systems including Standard Utilities (as defined in Clause 10 (i) of the Agreement) and the Special Utilities (as defined in Clause 11(i)(b) of the Agreement) whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes "to the equipment or systems supplying the said services, or from any other cause whatsoever.

(ix) In any event, and notwithstanding anything contained in the Agreement, under no circumstances shall the Lessor be liable to the Lessee, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever for any (a) increased costs or expenses, (b) loss of profit, business, contracts, revenues, or anticipated savings, or (c) special indirect or consequential damage of any nature whatsoever.

4. INCREASE IN RENT:

The Rent at the end of every year shall be increased by Ten (10) percent. The annual rent of the rented premises for a new year shall be calculated by applying the rate of increase i.e. 10 percent, to the amount of annual rent (including increase of 10% if any) paid in the preceding year. The amount of Advance Rent after such such annual increases, payable by the Lessee to the Lessor during the Term of the Tenancy, and the dates of payment are specifically mentioned in the Schedule II of the Agreement. The Lessee undertakes to make the payment of Annual rent on or before the dates mentioned in Schedule II of the Agreement for any specific year. Any delay in making payment of Annual Rent on behalf of the Lessee shall tantamount to default liable to eviction and termination of the Agreement.

5. TERM:

(i) The Tenancy shall be for a period of Thirty (30) years (the "Term"), commencing from the date of signing of the Agreement, unless terminated earlier in accordance with this Agreement. The Term of the Agreement or subsequent registration of the Agreement shall not affect any clause of the Agreement relating to earlier termination of the Agreement and Eviction of the Lessee.

- (ii) The Tenancy may be renewed by the Lessor subject to the terms and conditions of the Agreement and/or new terms and conditions for a period of Three (3) years successively.

6. HANDING OVER OF THE RENTED PREMISE:

- (i) The Lessor handed over the vacant possession of the Rented Premises to the Lessee on _____ at the time of Execution of Provisional Tenancy Agreement and the Lessee hereby continues in the Possession of the Rented Premises.
- (ii) The Parties hereby sign an inventory list (attached as Schedule III of the Agreement) which records all equipment(s), fittings(s) and fixture(s) installed at the "Rented Premises" at the time of execution of the Tenancy Agreement. Any subsequent equipment(s), fitting(s) or fixture(s) installed or placed by the Lessor at or in the Premises, if any, shall also be added to the said inventory list (the items appearing in the said inventory list shall be collectively referred to as the "Lessor's installation).
- (iii) On the day of Execution of the Tenancy Agreement, as well as at the time of giving the vacant possession of the Rented Premises back to the Lessor, the parties shall record meter reading and keep a record of the last paid bills relating to the Standard Utilities (as defined in Claus 10(i) of the Agreement) and the Special Utilities (as defined in clause 11 (i) (b) of the Agreement), so as to determine their respective liabilities in connection therewith.

7. EQUIPMENT AND FIXTURE:

The Lessee hereby binds itself to install a minimum of 500 new stitching machines, which shall be single needle machines, at the Rented Premises. In case, the stitching machines of the Lessee are larger in size, then an equivalence with single needle machines shall be worked out accordingly. The Lessee further acknowledges that for the purposes of this agreement, the requirement of installing and operating a minimum of 500 new stitching machines is mandatory and if at any time, the Lessee is found to be operating less than 500 stitching machines, the same shall be deemed to be a violation of the Agreement liable to eviction. The Lessee is hereby allowed by the Lessor to install/place the equipment, machinery, fittings and fixtures in the Rented Premises in line with his business concern which shall not cause any damage (structural or otherwise) to the Rented Premises, and / or nuisance or disturbance to the other lessees and/or the QABP, at the time of installation, use or removal.

8. TAXES:

- (i) If the Lessor provides a copy of tax exemption certificate issued by the Federal Board of Revenue to the Lessee, the Rent or any other amount payable by the Lessee to the Lessor shall be paid to the Lessor without deduction of such tax.
- (ii) The Lessee hereby agrees and undertakes to pay all taxes and fees levied on the Lessee's Business. In case of any non-payment of any taxes and fees leviable on the Business of the Lessee, there shall be no claim or liability on the Rented Premises.



9. **INSURANCE:**

(i) The Lessee shall during the term of the Tenancy, keep in full force and effect the following insurance policies for the Rented Premises:

- (a) Fire and Lighting
- (b) Riot and Strike
- (c) Earthquake fire and shock
- (d) Atmospheric disturbance
- (e) Impact damage
- (f) Malicious damage; and
- (g) Explosion

The herein above mentioned insurance policies shall be obtained from a reputed insurance company having at least AA rating. In case of any loss/damage to the building, fittings and fixtures of the Lessor, the beneficiary will be the Lessor whereas in case of any loss/damage to the equipment and fittings installed by the Lessee(s), the beneficiary will be the Lessee(s). Moreover, at the time of taking over the possession of the Rented Premises, the Lessee(s) will furnish a copy of Insurance Policy and Premium Payment receipt to the Lessor. In case of failure of the Lessee to continue any or all of the insurance policies mentioned above, and in the event of any loss during the period when any such insurance policy is not in effect, the Lessee shall be solely responsible to make good the loss caused to the building/ rented premises as well as any other equipment, premises or building in QABP.

(ii) The Lessee shall, during the term of the Tenancy, keep in full force and effect, a policy or policies of commercial general liability insurance of a reputed insurance company approved by the Lessor, for bodily injury, personal injury (including wrongful death) and damage to property resulting from (i) any occurrence in the Rented Premises, (ii) any act or omission by Lessee or its respective invitees, guests, agents, representatives, contractors or employees anywhere in the Rented Premises or the QABP, and (iii) the business operated by Lessee in the Rented Premises.

10. **COVENANTS BY THE LESSOR:**

The Lessor hereby covenants as follow:

(i) **Standard Utilities**

Subject to payment of charges, if any, the Lessor shall provide the standard connections of electricity, Gas and water (collectively the "Standard Utilities") at the Rented Premises to the Lessee.

(ii) **Free and Unhindered Access**

Subject Force Majeure, the Lessor shall provide and facilitate free and unhindered access from and to the Rented Premises to the Lessee for carrying out the reasonable activities of the Business.

11. **COVENANTS BY THE LESSEE:**

The Lessee hereby undertakes, covenants, represents and warrants as follows:

(i) Alterations and Additions

- (a) the Lessee shall neither carry out any alterations /modifications/renovations of Rented Premises, nor make any structural changes thereto, without prior written consent of the Lessor which the Lessor in its absolute discretion may grant on such terms and conditions which the Lessor may deem fit.
- (b) the Lessee shall not procure or use any special arrangements or connections of electricity, telephone, gas and water (collectively the “Special Utilities”) without prior written consent of the Lessor which the Lessor in its absolute discretion may grant on such terms and conditions which the Lessor may deem fit.

(ii) Payments of Utility Bills

The Lessee shall promptly pay all charges in respect of the Standard Utilities and/or Special Utilities used or consumed by the Lessee to the PIEDMC.

(iii) Sale, Sub-let, or Assignment

- (a) the Lessee shall not sell, sublet, dispose of, encumber, mortgage, or assign, the whole or any part of its rights and interests including possession in the Rented Premises.
- (b) the Lessee hereby agrees and undertakes that it will not permit liens to attach or exist against the Rented premises.

(iv) Inspection by the Lessor

The Lessee shall allow the Lessor to inspect the Rented Premises, from time to time, within twenty-four (24) hours of receiving a request for inspection from the Lessor, and on immediate basis in emergency conditions.

(v) Legal Compliance

- (a) The Lessee hereby agrees and undertakes that it shall fully comply with, observe and discharge or cause to be complied, observed and discharged, and cause the Rented Premises to comply with, any and all applicable Federal, Provincial and local laws, codes, ordinances, regulations, rules, directives, orders, notifications statutory requirements and other governmental rules, orders and determinations in force at the time of the execution of Agreement or enacted, made or issued subsequently, whether or not presently contemplated, applicable to the, Lessee and the Rented Premises and/or the use, operation and/or maintenance thereof (including, without limitation, employment laws, intellectual property laws, labour laws, environmental laws , occupational health and safety laws) and all covenants, conditions and restrictions of record applicable to the Lessee's use or occupancy of the Rented Premises.
- (b) The Lessee shall not use or permit the rented Premises to be used for any illegal purposes.
- (c) The Lessee shall at all times and in all respects conduct the Business in accordance with law.
- (d) Government of Pakistan has notified QABP as a Special Economic Zone (SEZ) on 07-12-2020. Upon successfully commencing Business at the Rented Premises under the Agreement, the SEZ Act, 2012 and the rules, regulations, bye-laws, or special or general orders thereunder shall be



applicable and binding upon the Lessee. The Lessee shall also be entitled to economic benefits provided under the SEZ. Any violation of the SEZ Act, 2012 and the rules, regulations, bye-laws, or special or general orders thereunder shall be considered as a violation of this Agreement and liable to termination of Agreement and eviction.

(vi) Permitted Use / No Change in Business:

The Lessee shall use the Rented premises exclusively for the purpose of the Lessee Business. The Lessee hereby agrees and undertakes that it will not operate, cause to be operated, use or permit to be used the Rented Premises or any part thereof, for any other purpose whatsoever.

(vii) Maintenance and Repairs:

- (a) The Lessee, at its sole cost and expense, shall maintain and keep the Rented premises, and the Lessor's Installations which are in the exclusive use of the Lessee, in good order and repair at all times during the Term.
- (b) If any portion of the Rented Premises or any item on the Lessor's Installations are damaged or stolen, the Lessee shall promptly notify the Lessor and repair or replace the damaged or stolen portion/item so as to fully restore the value, utility and quality equivalent to the damaged/stolen portion/item to the satisfaction of the Lessor. In case, the Lessor is not satisfied with the remedial actions taken or proposed to be taken by the Lessee in this regard, the Lessor may repair/replace the portion/item under its own care and supervision at the cost and expense of the Lessee which shall be recovered from the security deposited by the Lessee.

(viii) Storage, Handling and Disposal of Hazardous, Toxic, Noxious, Inflammable Substances and Waste material:

- (a) The Lessee shall not store, use, transport, dispose of any noxious, toxic, hazardous, inflammable or combustible chemicals, gas, fluid, materials or substance in, on or around, the Rented Premises or QABP without prior written consent of the Lessor.
- (b) The Lessee, at its sole cost, shall fully comply with all applicable Federal, Provincial and local laws, codes, ordinances, regulations, rules, directives, orders, notifications, statutory requirements and other governmental rules, orders and determinations in force at the time of the execution of the Agreement or enacted, made or issued subsequently, whether or not presently contemplated, applicable to the use, storage, transportation or disposal of noxious, toxic, hazardous, inflammable or combustible chemicals, gas, fluid, materials or substance, and any directions as the Lessor may issue in this regard, from time to time.
- (c) The Lessee shall be solely responsible for any loss, personal injury and/or disease or death, and shall defend, indemnify and hold the Lessor, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the storage, use, transportation, or disposal of any noxious, toxic, hazardous, inflammable or combustible chemical, gas, fluid, material or substance in on or about the Rented Premises or QABP including, but not limited to, payment of compensation for loss, personal injury and/or disease,

death, removal, clean-up and restoration work and materials necessary to return the Rented Premises and QABP, and any other property of whatever nature located on the Rented Premises and QABP, to their condition existing prior to the appearance of noxious toxic hazardous, inflammable or combustible chemical, gas, fluid, material or substance on the Rented Premises or QABP. The Lessee's obligations under this paragraph shall survive the termination of the Agreement.

- (d) The Lessee shall, at all times and without exception, keep the Rented Premises neat and clean and free of refuse, trash, rubbish, papers and waste material and debris of all kinds. The Lessee shall keep all garbage, waste and refuse generated by its own activities in such manner as may be prescribed by the Lessor, from time to time. The Lessee shall co-operate to the fullest extent with the Lessor to keep QABP environmental-friendly, clean, compliant and safe.

(viii) Nuisance:

- (a) The Lessee will not do or permit anything to be done on the Rented premises or permit to keep anything thereon which may be annoying, offensive or objectionable to the Lessor, or other Lessees of QABP in the sense of disturbing or being likely to disturb the peace, use or enjoyment of QABP, or which the Lessor in its reasonable opinion deem to be annoying, offensive or objectionable.
- (b) The Lessee shall not bring into or keep in or about the Rented premises any animals or birds etc.
- (c) Any apparatuses, devices, machines and mechanical equipment used in the Rented Premises or belonging to, or in the care of, the Lessee or any employee or agent thereof which causes unreasonable noise or vibration that may be detrimental to the structure of the Rented Premises or any building(s) within the QABP or which may be perceptible to any Tenancy or licensed space to such a degree as to be objectionable to the Lessor or to any other lessees in QABP, shall be placed and maintained by the Lessee, at the Lessee's expense, on vibration eliminators or other devices (including, without limitation cork, rubber or spring type vibration eliminators) sufficient to absorb, eliminate and prevent such unreasonable noise or vibration. If, in the Lessor's judgment, the noise or vibration from any such equipment will cause harm to the structure of the building(s) within the QABP including the Rented Premises or to any system(s) therein, or disturb the Lessor or any other the lessee or licensee of QABP, the Lessor may require the Lessee to substitute, remove or discontinue the use of any and all such equipment(s).
- (d) In case the Lessor serves a notice in writing to the Lessee in respect of a nuisance (which without limitation may arise out of noise, odour, vibrations), the Lessee shall upon receiving notice thereof, immediately abate such nuisance, failing which the Lessor may, without prejudice to any other remedy, impose a reasonable fine for each day of default or terminate the Agreement.

(x) Signage:

Except for signs which are located wholly within the interior of the Rented Premises and which are not visible from the exterior of the Rented Premises, no signs, advertisements or notices shall inscribed, painted, affixed, displayed, placed, erected or maintained by the Lessee at any place on the Rented Premises, except with the Lessor's prior written approval.



(xi) **Maximum Load:**

The Lessee shall not place a load upon any floor of the Rented premises which exceeds the load per square feet which such floor was designed to carry and which is allowed by law. The Lessor shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Rented Premises. Heavy objects, if such objects are considered necessary by the Lessee, as determined by the Lessor, shall stand on such platforms as determined by the Lessor to be necessary to properly distribute the weight.

[The said load needs to be defined so that Lessee must be restricted to maintain the limit prescribed.]

(xii) **Orderly Behavior:**

The Lessee shall maintain order and good behavior among its employees, agents and visitors at all time and ensure, that they do not indulge in any illegal or immoral acts, deeds or behavior, destroy or damage the Rented Premises or the Lessor's Installations or any other premises, equipment(s), fitting(s), fixture(s) in QABP or disrupt the activities of other lessees or Lessor in QABP. The Lessee shall ensure that its employees, agents and visitors comply with the terms of the Agreement at all times.

(xiii) **Commencement of Operation:**

- (a) The Lessee shall be bound to bring and affix all its equipment, necessary for the proper functioning and operation of the Stitching Unit within a period of 12 months from the date of execution of this Agreement. The Lessee hereby agrees and assures the Lessor that the Lessee shall install a minimum of 500 stitching machines (single needle or equivalent as mentioned above) in the Rented premises within a period of 12 months mentioned above and apply for a No Objection Certificate from the Lessor for commencement of Business. Upon being satisfied that the Lessee has fulfilled the above-mentioned requirements, and or any other requirement under the Law, rules, regulations, or specific or general orders issued by the Lessor from time to time, the Lessor may issue NOC to the Lessee. The Lessee further agrees and assures that upon receiving the NOC from the Lessor, the Lessee shall begin/ commence the operation of its stitching unit within Seven (07) Days.
- (b) In case of failure of the Lessee to either install a minimum of 500 stitching machines (single needle or equivalent as mentioned above) on the Rented premises within 12 months of execution of the Agreement, or failure to obtain NOC from the Lessor, or upon receiving NOC from lessor, or upon failure to commence operation of the Business within 07 days from the issuance of NOC by the Lessor, the Agreement shall be deemed to be terminated and the Lessee shall be liable to be evicted forthwith.
- (c) If the No Objection Certificate is not issued within a period of 60 days from the date of application, the same shall be deemed to be rejected and the Agreement shall be deemed to be terminated and the Lessee shall be liable to be evicted forthwith.

(xiv) **Miscellaneous:**

- (a) The Lessee is a Stitching Unit as defined in the Agreement.
- (b) The Lessee shall not use or allow the use of the Lessor's Installations and any services provided to the Lessee by the Lessor for any purposes other than those for which they were installed or provided, and

not to do or allow to be done anything that might cause damage of any nature to them.

- (c) The Lessee shall not install or use any electrical equipment over and above his sanctioned load.
- (d) In case of repair and maintenance of building, the Lessee would facilitate the Lessor.
- (e) The Lessee shall not have any proprietary rights in the Rented Premises. The execution of the Agreement only bestows a right on the Lessee to hold the Rented Premises as a Tenant as per the terms and conditions of the Agreement. The ownership of the Rented Premises, shall vest only in the Lessor.

12. Return of Vacant Possession of Rented Premises:

- (i) At the expiry of the Term, or within thirty (30) days of the termination of the Agreement, whichever is earlier, the Lessee hereby agrees and undertakes to hand over vacant and peaceful possession of the Rented Premises to the Lessor, in good condition, that is, in the condition in which it was let out.
- (ii) Upon the expiration or earlier termination of the Tenancy, the Lessee, at his expense, shall:
 - (a) remove any equipment, machinery, fittings and fixtures installed in the Rented Premises by the Lessee (collectively, the "Lessee's Installations"). If the Lessee does not remove the Lessee's Installations and repair and restore the Rented Premises as required hereby within fifteen (15) business days after the request to do so by the Lessor, the Lessee shall be conclusively presumed to have conveyed the same to the Lessor free and clear of any and all liens and security interests, in which event the Lessor may cause such installations to be removed and disposed of at the Lessee's expense, without notice to the Lessee and without obligation to compensate the Lessee. The Lessor may deduct expenses for disposal of the Lessee's Installation from the Security Deposit. The Lessee shall pay the cost of such removal, storage, disposal and restoration to the Lessor upon demand if the same exceeds the Security Deposit. The Lessee shall also remove its personal property from the Rented Premises prior to the expiration or earlier termination of the Tenancy or the Lessee's right to possession of the Rented Premises. If the Lessee does not remove such items prior to the expiration or earlier termination of the Tenancy, the Lessee, shall be conclusively presumed to have conveyed the same to the Lessor free and clear of any and all liens and security interests, in which event the Lessor may cause such items to be removed and disposed of at the Lessee's expense, without notice to the lessee and any obligation to compensate the Lessee;
 - (b) repair any damage to the Rented Premises caused by the removal of any of the Lessee's property, especially while removing the Lessee's Installations; and
 - (c) leave the Rented Premises free of trash and debris and the building in "broom clean" condition.

13. Waiver, Amendments and Entire Agreement:

- (i) No failure or delay on the part of the Lessor relating to the exercise of any right, power, privilege or remedy provided under the Agreement shall operate as, or be deemed to be, a waiver of any such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the Lessee nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in the Agreement (all of which are several and cumulative and



are not exclusive of each other) or of any other rights or remedies otherwise available to the Lessor at law or in equity.

(ii) The subsequent acceptance of the Rent by the Lessor will not be considered to be a waiver of a preceding breach by the Lessee of a term, condition, warranty, representation covenant and/or obligation of the Agreement, regardless of the Lessor's knowledge of the preceding breach at the time of acceptance of the Rent.

(iii) Any waiver, alteration or modification in the Agreement or any other agreement in connection with the Lessee shall be valid only if agreed in writing, duly executed by the Parties and registered, if registration is required.

(iv) The Agreement supersedes any previous agreement between the Parties in relation to the matters dealt by it and represents the entire and complete understanding between the Parties.

14. Indemnification:

The Lessee shall indemnify and keep indemnified the Lessor:

(i) Against any injury, death, and damage which may be caused or done to the persons or property of the employees, agents, visitors, customers of the Parties or any other person, arising out of the negligence or any act or omission which is in breach of the laws, rules or regulations in force from time to time which may be applicable to the Business carried out by the Lessee or to the Lessee, while using the Rented Premises.

(ii) Against any losses or damages suffered by the Lessor on account of non-payment of any fees, demands, claims, charges and dues, payable by the Lessee to the Federal, Provincial or local Government in connection with the use of the Rented Premises or carrying out the business.

(iii) Against structural change or destruction of the Rented Premises arising out of the negligence or any act or omission of the Lessee; and

(iv) Against any claim(s), demand(s), loss(es), damage(s), cost(s), or expense(s) of any nature whatsoever, faced, suffered or incurred by the Lessor as a result of any breach of any term, condition, warranty, representation covenant and/or obligation of the Agreement by the Lessee.

15. Notices:

The addresses of the Parties and the representative authorized for inter correspondence, unless agreed otherwise in writing, are:

(i) The Lessor:

“Chief Executive Officer, Punjab Industrial Estate Development and Management Company, office at Commercial Area-North, Sundar Industrial Estate, Lahore. UAN-111-743-743, ceo@pie.com.pk”

(i) The Lessee:

16. Renewal of Tenancy:

The addresses of the Parties and the representative authorized for inter correspondence, unless agreed otherwise in writing, are:

- (i) During the Term of the Tenancy, subject to the performance of all terms, conditions, warranties, representations, covenants, obligations and stipulations of the Agreement by the Lessee, the Lessee shall have the right of priority in renewing the Tenancy, provided the Lessee exercises this option by serving to the Lessor, a written notice requesting the renewal of the Tenancy not less than ninety (90) days before the Term expires: provided that the Lessee shall not be entitled to exercise this option, if the Lessee has not remedied any default under the Agreement about which the Lessor has given the Lessee written notice thereof or the Tenancy Agreement was Terminated by the Lessor due to any breach of the Agreement.
- (ii) The Lessor may grant renewal of the Tenancy for the Rented Premises, in favour of the Lessee, for successive terms of three (03) years, upon mutual terms to be agreed between the Parties.
- (iii) If the Lessor agrees to renew the Tenancy, the Parties shall negotiate and determine the terms and conditions for renewal and the same shall be reduced into writing.
- (iv) If the Lessee fails to give the notice under Clause 16(i) of the Agreement, or if the Lessor and the Lessee fail to renew the Tenancy within seventy-five (75) days upon receipt of such notice, it shall be deemed that the Tenancy will not be renewed.

17. Termination:

- (i) The Lessor, without prejudice to any other contractual or legal remedy, may terminate the Agreement at any time before the expiry of the Term, if the Lessee:
 - (a) fails to pay the Rent in accordance with Schedule II of the Agreement;;
 - (b) fails to pay any amount due including O & M charges, under the Agreement within the prescribed time period;
 - (c) is found to have misrepresented the facts to the Lessor to induce the Lessor to sign the Agreement; or
 - (d) Violates the mandatory provisions of sub-clause (xiii) of Clause 11 of the Agreement.
 - (e) violates or commits a breach, or a material default, in observing or performing any obligations under any term, condition or provision of the Tenancy Agreement including, but not limited to, covenants, representations and warranties, which is not rectified by the Lessee within ten (10) days of receiving a written notice from the Lessor demanding compliance thereof.

In case of termination of the Agreement as aforesaid, the Lessee shall be liable to eviction forthwith despite the Term of Agreement being 30 years and its registration. Any violation envisaged herein above shall be deemed to be willful and shall entail termination of the Agreement.
- (ii) Either of the Parties may terminate this Agreement without assigning any reason by giving twelve (12) months prior notice to the other.
- (iii) In such an eventuality, mentioned in Sub Clause (i) & (ii) above, the Lessor shall apportion the paid advance Rent and service charges for the purpose of final settlement of accounts with the Lessee.

18. Illegality and Severability:

- (i) The Parties agree that if any provision(s) of the Agreement is found to be illegal or invalid or unenforceable at law, then they shall forthwith enter into good faith negotiations to amend such provision(s) in



such a way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as to the point or points in question.

(ii) If any provision is severed from the Agreement, the remaining provisions will continue to have full force and effect.

19. Registration and applicable laws:

(i) This Tenancy agreement shall be registered in accordance with Punjab Rented Premises Act, 2009. The lessee shall bear all the charges of registration.

(ii) This Agreement shall be governed, construed and interpreted by, through and under the Punjab Rented Premises Act, 2009 and other Laws of the Islamic Republic of Pakistan. The courts at Sheikhpura shall have the jurisdiction to try and adjudicate upon all the matter arising between the parties.

20. Miscellaneous Clauses:

(i) That the Parties have executed this Agreement by affixing their signatures (or via their authorized representatives) and stamp/ seal below, and without any duress or coercion.

(ii) That the terms and conditions contained in this Agreement as well as the application form dated _____, bye-laws, orders or directions issued by the Lessor from time to time shall constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral, between the Parties with respect to the subject matter of this Agreement.

(iii) That this Agreement is purely personal in nature and is entered into voluntarily by the Parties. No novation, assignment, transfer or sub-delegation of the obligation under this Agreement whether in whole or in part shall be effective unless the same is reduced in writing and signed by the parties.

(iv) That the Parties shall extend mutual co-operation to each other in the true letter and spirit of this Agreement and shall put forth their best endeavours to effectuate and complete the purpose as envisaged under this Agreement, as smoothly as possible.

(v) That the parties shall be bound to abide by the terms and conditions of this agreement.

(vi) The Schedules appended with the Tenancy Agreement shall be deemed to be a part and parcel of the Agreement and binding on the parties.

(vii) That the terms and conditions of the agreement were read and explained to the parties, who after due consideration and deliberation, independent advice and free will have accepted the terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have put their signatures on the Agreement, with their free will, in presence of witnesses, on the day, month and year herein above written.

For and on behalf of
PIEDMC (the Lessor)

For and on behalf of
(the Lessee)

Witness:

Name: _____

Address: _____

CNIC: _____

Witness:

Name: _____

Address: _____

CNIC: _____



SCHEDULE – I

Description of the Rented Premises

BUILDING NO:1

Plot measuring 72,000 square feet with 90,000 square feet covered area in the form of three floors i.e. ground Floor, 1st Floor and 2nd Floor along with all fixtures and fittings, specified in Schedule III of this agreement:

East	:	Plot no.8A
West	:	Plot no.11A
North	:	80ft. Road
South	:	Plot no.29A & 30A
Floor	:	_____
Block	:	_____

(Map indicating the rented premises attached)

BUILDING NO:2

Plot measuring 72,000 square feet with 90,000 square feet covered area in the form of three floors i.e. ground Floor, 1st Floor and 2nd Floor along with all fixtures and fittings, specified in Schedule III of this agreement:

East	:	Plot no.10A
West	:	Plot no.13A
North	:	80ft. Road
South	:	Plot no.27A & 28A
Floor	:	_____
Block	:	_____

(Map indicating the rented premises attached)

SCHEDULE – II

Schedule of Payments of Rent

NO.	YEARS	PERIOD	YEARLY RENT (RS.)	PAYMENT DATE
1.	Second Year	From ____ To ____		
2.	Third Year	From ____ To ____		
3.	Fourth Year	From ____ To ____		
4.	Fifth Year	From ____ To ____		
5.	Sixth Year	From ____ To ____		
6.	Seventh Year	From ____ To ____		
7.	Eighth Year	From ____ To ____		
8.	Ninth Year	From ____ To ____		
9.	Tenth Year	From ____ To ____		
10.	Eleven Year	From ____ To ____		
11.	Twelve Year	From ____ To ____		
12.	Thirteen Year	From ____ To ____		
13.	Fourteen Year	From ____ To ____		
14.	Fifteen Year	From ____ To ____		
15.	Sixteen Year	From ____ To ____		
16.	Seventeen Year	From ____ To ____		
17.	Eighteen Year	From ____ To ____		
18.	Nineteen Year	From ____ To ____		
19.	Twenty Year	From ____ To ____		
20.	Twenty-One Year	From ____ To ____		
21.	Twenty-Two Year	From ____ To ____		



SCHEDULE – III

List of Inventory – Lessor's Installations

[Consider listing the items to be used exclusively by the Lessee separately while listing all the items installed by the Lessor in or at the Rented Premises]

- (i) Description of Floor Slabs, Floor Walls, Ceiling, Windows, Doors.
- (ii) Description of Fire-fighting, Air-Conditioning, Electrical, Mechanical and other Equipment(s).
- (iii) Description of Switchboards, Fans, Exhausts, Ventilation System, Sewerage System, Lights, Air-conditioning Ducts, Gadgets, Meters.
- (iv) Solar PV System installed on the roof.

FORM OF FINANCIAL BID



GARMENT CITY
QUAID-E-AZAM BUSINESS PARK (QABP), SHEIKHUPURA
SPECIAL ECONOMIC ZONE



FORM OF FINANCIAL BID

Please read the application package carefully before filling in the application form.

1-APPLICANT'S INFORMATION

- a) Name of Applicant Company: _____
- b) SECP Registration Number: _____
- c) Address: _____
- d) Email: _____ Website: _____ Telephone: _____
Fax: _____ NTN: _____ Sales Tax: _____
- e) Name of Authorized Representative / Principal Officer for all practical purposes: _____
CNIC: _____ Email: _____ Phone: _____
Fax: _____ Address: _____

2- BUILDING DETAILS:

- a) Building No: ☐ (Write 1 or 2)
(Please submit bid separately for each building)

3- RENT DETAILS:

- a) The base rent is Rs. 21/- per square feet
or
Rs. 21/- per square feet x 90,000 square feet = Rs. 1,890,000/- per Month

4- RENT BID:

Offered Rent per square feet: Rs. _____

Monthly Rent: Offered Rent x 90,000 = Rs. _____

Note: In case of arithmetical error between offered rent and monthly rent, offered rent will be considered as correct.

5- PAYMENT STRUCTURE:

- The applicant will pay 6 months rent in advance for the provisional tenancy period.
- The applicant will pay 3 months security deposit.
- There will be 10 percent increase in rent every year.
- The rent will be collected on annual basis and in advance.

I _____ NIC#: _____
have read, apprehended and agree to the terms and conditions of the above Application. In token of my acceptance of the same, I set my hands hereunder with my free will, dated: _____ at: _____

Signature: _____

Designation: _____

Seal of Company: _____



PUNJAB INDUSTRIAL ESTATES (PIEDMC) **Development and Management Company**

Head Office: Commercial Area (North), Sundar Industrial Estate, Sundar-Raiwind Road, Lahore

UAN 92 42 111 743 743, Phone No : 92 42 35297203-6 Fax No. : 92 42 35297207

City Office: 169/S, Adjacent to Board of Management Office, Quaid-e-Azam Industrial Estate, 4th Floor, Kot Lakhpat Lahore

For Information, Please visit our website www.pie.com.pk or email us at info@piecom.pk



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INNOVATIVE, DYNAMIC & SUSTAINABLE SOLUTIONS

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DEVELOPMENT AND MANAGEMENT COMPANY