

# Guidelines for Application Form

Please complete the form after carefully reading the Terms and Conditions

## Section 1 – Applicant`s Information

Provide complete information as required in the Application Form. In case of the Applicant being an individual, provide copy of Computerized National Identity Card (CNIC), National Tax Number (NTN), postal address and contact details. If the Applicant is a company/ partnership/ sole proprietorship, provide Copy of Articles & Memorandum of Association/Partnership Deed, Registration No. and NTN along with postal address and contact detail.

Nominee details must be filled

## Section 2 – Applicant`s Profile

Mention type of applicant's profile by checking the appropriate box i.e. Incorporated Company, Partnership, Sole Proprietorship, along with country of origin.

## Section 3 – Contact Person

Provide details of contact person for all communications with Pakistan Stone Development Company.

## Section 4 – Industry / Project / Processing Machinery / Services

Provide the details of the specific project that is intended to be setup. Also mention the area of the plot applied for.

## Section 5 – Project Details /Feasibility

List primary activities of the proposed project, product and services. Separate sheet(s) may be used for furnishing additional information regarding raw material/ utilities required upon commencement of construction. Also mention the estimated number of people to be employed and specify construction schedule, time line and estimated cost of the project including cost of civil works, machinery and equipment.



*Marble City Risalpur*

A Project for Dimensional Stone & Allied Industries

Application No. \_\_\_\_\_

**I. APPLICATION FORM FOR ALLOTMENT OF PLOT IN MARBLE CITY RISALPUR**

**1. APPLICANT'S INFORMATION (Use Capital Letters)**

- a) Name of the Applicant/Company/Partnership/Sole Proprietorship: \_\_\_\_\_
- b) Mr. / Ms. \_\_\_\_\_ (in case of individual)
- c) Valid CNIC #: \_\_\_\_\_ d) NTN / FTN #: \_\_\_\_\_
- e) Registration Number in case of affiliation with any Association/Chamber: \_\_\_\_\_  
(Please provide copy of Certificate of Registration/Incorporation)
- f) REGISTERED OFFICE ADDRESS: \_\_\_\_\_
- g) TELEPHONE #: \_\_\_\_\_ h) MOBILE #: \_\_\_\_\_
- i) FAX#: \_\_\_\_\_ j) E-MAIL/ WEBSITE: \_\_\_\_\_

**NOMINEE**

- b) Mr. / Ms. \_\_\_\_\_ (in case of individual)
- c) Valid CNIC #: \_\_\_\_\_ d) NTN / FTN #: \_\_\_\_\_

**2. CONTACT PERSON**

- a) Name: \_\_\_\_\_
- b) S/o D/o W/o: \_\_\_\_\_
- c) Relationship with Entity / Business Concern / Applicant: \_\_\_\_\_
- d) Address: \_\_\_\_\_
- e) Telephone (off) #: \_\_\_\_\_ Res #: \_\_\_\_\_ Mobile #: \_\_\_\_\_
- f) Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

**3. APPLICANT'S PROFILE**

- a) Type of Entity / Business Concern (Please tick as appropriate)
  - Incorporated Company     Partnership     Sole Proprietorship / Individual
- b) Origin of Entity
  - i. City: \_\_\_\_\_ ii. Country: \_\_\_\_\_
  - Name of Stock Exchange, if listed, (in case of Public Company): \_\_\_\_\_
- c) Nature of Business Concern (Choose One)
  - Processing Unit \_\_\_\_\_  Allied Industries \_\_\_\_\_  
(e.g. Cutting, Sizing & Polishing etc.)    (e.g. Machinery, Electrical, Welding, Sheet metal etc.)

**4. PROJECT DETAIL**

- a) Give brief detail (e.g. Details of units to be installed etc.)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**b) Approximate size of Plot: (One applicant can apply for only ONE plot)**

2 kanal\* (9000 sq.ft)

4 kanal\*\* (18000 sq.ft)

8 Kanal (36000 sq.ft)

\* 13 plots are reserved for Allied Industries

\*\* 7 plots are reserved for Allied Industries

**c) Category of Plot:**

Industrial Plot

Industrial Corner Plot

Main Boulevard Plot

**d) Data of Utilities**

- i. Electricity: \_\_\_\_\_ KVA
- ii. Telephone: \_\_\_\_\_ Lines
- iii. Water: \_\_\_\_\_ Liters per Day
- iv. Gas \_\_\_\_\_ MMCFD
- v. Internet \_\_\_\_\_
- vi. Cable \_\_\_\_\_
- vii. Other: \_\_\_\_\_

**e) Estimated Number of Employees**

5 - 20       21 – 50       51 – 200

**f) Estimated Cost of Project:**

i. Civil Works: \_\_\_\_\_ (Pak Rs / US \$)

ii. Machinery and Equipment: \_\_\_\_\_ (Pak Rs / US \$)

iii. Working Capital: \_\_\_\_\_ (Pak Rs / US \$)

**g) Construction Schedule: (Please see the timelines in the Clause No. 5 for Units):**

- 6 Months \_\_\_\_\_
- 12 Months \_\_\_\_\_
- 18 Months \_\_\_\_\_
- 24 Months \_\_\_\_\_

**h) SLURRY / WASTE DETAILS:**

Description	Quantity/Day	Mode of pre-treatment	Mode of disposal
Slurry			
Solid Waste			
Gaseous Emissions			
Any other Waste			

**6. RECEIPT INFORMATION**

a) Pay Order /Demand Draft No. \_\_\_\_\_ Dated: \_\_\_\_\_ Rs. \_\_\_\_\_

b) For foreign applicants (any mode of foreign remittance Ref. \_\_\_\_\_ Dated: \_\_\_\_\_ Amount (EU /\$) \_\_\_\_\_

c) Signature of Applicant \_\_\_\_\_

d) Receipt No. \_\_\_\_\_

e) Name of PASDEC Official: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_



## ACKNOWLEDGEMENT RECEIPT

- a) Name of the Applicant/Company/Partnership/ Sole Proprietorship \_\_\_\_\_
- b) CNIC # : \_\_\_\_\_
- c) NTN / FTN #: \_\_\_\_\_
- d) Approximate size of Plot \_\_\_\_\_ Kanals
- e) Category of Plot:  Industrial Plot  Industrial Corner Plot  Main Boulevard Plot
- f) Pay Order /Demand Draft No. \_\_\_\_\_ Dated: \_\_\_\_\_ Rs. \_\_\_\_\_
- g) For foreign applicants (any mode of foreign remittance Ref. \_\_\_\_\_ Dated: \_\_\_\_\_ Amount (EU /\$) \_\_\_\_\_
- h) Name of PASDEC Official: \_\_\_\_\_



Date: \_\_\_\_\_

Signature \_\_\_\_\_

## IMPORTANT NOTES

- 1) Acknowledgement Receipt of Application shall NOT to be construed as Approval of Application.
- 2) Please quote the Application Number for all future communications.
- 3) Serial No. I on page # 1 and Serial No. II on page # 4 hereto form an integral part of the Application form.
- 4) Applications once submitted will not be liable to any change/ withdrawal.
- 5) The Application Form duly complete may be submitted at the following locations
 

o PASDEC Head Office	2nd Floor, Mauve Area, G-8/1 Islamabad.
o PASDEC Regional Office Karachi	2nd Floor, PIDC house, Dr. Zia-ud-Din Ahmed Road, Karachi
o PASDEC Regional Office Quetta	House # 30, Phase # 3, Shahbaz town, Quetta
o PASDEC Machinery Pool Gaddani	C/o Al-Rasko Marble, Factory opposite Signature Marble, Plot # A, 5- Street No. 2, Marble City Gaddani, Hub
o PASDEC Office Chitral Model Quarry	C/o Nasir Traders, near Polo Ground Chitral
o SMEDA Office Peshawar	(ITAC) Sarhad Chamber of Commerce & Industry Chamber House G.T Road, Peshawar
o SMEDA Office Lahore	C/o LCCI 11 Shahrah-e-Aiwan-e- Tijarat, Lahore
o PGJDC Office Gilgit	PGJDC Training Center, Sami Mohallah, Jutyal Cantt. Northern Area Gilgit
o PASDEC Marble City Site Office	Adjacent to Nowshera Industrial Estate, Risalpur
- 6) Application form must accompany Demand Draft / Pay Order in favour of PASDEC Marble City Risalpur. In case of foreign applicants any mode of foreign remittances.
- 7) Non Resident/Overseas Pakistani(s)/Foreign Nationals must provide copies of Valid Passport(s) /Overseas Registration.
- 8) Submission of Application is not to be construed as an allotment of the plot.
- 9) Application with the following short comings will be liable to be rejected:
  - o Applications without required documents
  - o Absence of Applicant's Signatures
  - o Entries with over writing
  - o Submission of application form, after the last date of submission

## IMPORTANT DEFINITIONS

In these Terms and Conditions, unless the context otherwise states, the following expressions shall have meaning, hereby respectively assigned to them as follows:

- 1) "PASDEC" means Pakistan Stone Development Company.
- 2) "MCR" means Marble City Risalpur, NWFP.
- 3) "Plot" means, plot of land at Marble City Risalpur, NWFP.
- 4) "Applicant" means Person/Company/Partnership / Sole proprietorship applying for the plot.
- 5) "Application" means the application form and includes all documents submitted by applicant(s) in compliance with the requirements laid down by PASDEC.
- 6) "Kanal" means measurement of plot size. It is also mentioned primary dimension of each based on 225 sq. ft. per marla.
- 7) "PEC / PCATP" means Pakistan Engineering Council and Pakistan Council of Architects and Town Planner
- 8) "EPA" means Environment Protection Agency
- 9) "Project" means the enterprise/Industrial services to be set up by the applicant on the plot.
- 10) "Acceptance Letter" means the letter sent by PASDEC to the successful applicants whose applications have been accepted by PASDEC Management Committee.
- 11) "Provisional Allotment Letter" means letter issued by PASDEC to permit start of the construction work. It will be issued once PASDEC receives the first Installment, Personal Guarantee and Building Drawings approval.
- 12) "Allottee" means that successful Applicant who receives a Provisional Allotment Letter.
- 13) "Consultant" means any third party(ies) that PASDEC may hire for the purpose of examining and scrutinizing the project Plan.
- 14) "Building Byelaws" mean the Laws / Rules / Regulations pertaining to buildings in force from time to time and any directive or orders or Notifications of Pakistan's Federal or Provincial Government(s) or any other competent authority from time to time.
- 15) "Building Regulations" mean the building regulations issued by PASDEC in respect of the Marble City-Risalpur from time to time.
- 16) "Registered Architect/ Engineers / Firms Registered" means a person / firm qualified as such and enrolled on the list of approved Architect/ Engineers of PASDEC and registered with PCATP/ PEC.
- 17) Personal Guarantee means a Guarantee to be borne by the Guarantor, in case of failure of applicant to submit remaining plot installments. It is important that the guarantor should provide the Asset details to use against the guarantee having a value equal to or greater than the remaining amount of installments and must be duly signed and approved by the PASDEC Committee and consultants. PASDEC Committee possesses the right to accept or reject any personal guarantee.

- 18) "Certificate of Completion" means Certificate issued by PASDEC acknowledging completion of building, installation of machinery as per plan & schedule submitted.
- 19) License Agreement is the document issued by PASDEC which endorses that the allottee has paid all the installments / dues / fees / maintenance charges or any other charges levied by Federal / Provincial Governments to date. It will be issued subsequently after the Completion Certificate. It authorizes the start of works on the plot.
- 20) "Foreign Applicant" means an Applicant residing outside Pakistan whether or not a Pakistani national.
- 21) Words imparting masculine gender also include the feminine gender.
- 22) Words imparting feminine gender also include the masculine gender
- 23) Words imparting persons also include body corporate and otherwise, firms, registered or unregistered associations and non government, semi government and government organizations.
- 24) Singular includes the plural and vice versa.
- 25) Words or expressions in these byelaws shall, except where it is repugnant to the subject or context, bear the same meanings as in a Standard English dictionary.

## II TERMS AND CONDITIONS FOR THE ALLOTMENT OF PLOT IN MARBLE CITY RISALPUR

THE FOLLOWING TERMS AND CONDITIONS SHALL BE BINDING ON THE APPLICANT(S) APPLYING FOR A PLOT AT MARBLE CITY RISALPUR LOCATED

### 1. USE OF LAND

Subject to terms and conditions contained herein, the plot allotted shall only be used for processing, manufacturing related to dimensional stone sector.

### 2. PRICE OF PLOT

- 8 kanal PKR 45,00,000/-
- 4 kanal PKR 25,00,000/-
- 2 Kanal PKR 13,00,000/-

PASDEC will charge a base price for standard plot(s) stated above. In addition there will be 10% premium for the corner and 15% for Main Boulevard sited plot(s). The price of the plot(s) is liable to revision by PASDEC from time to time. The differential of revised price of plot due to escalation of developmental cost and cost of land, shall be borne by the applicant.

### 3. SALE PROCEDURE

- a) Application forms for plots at Marble City Risalpur will be available free of cost from pre-advertised branches of Askari Bank Limited or PASDEC Head Office & PASDEC Regional Offices. Application form can also be downloaded from PASDEC Official website: [www.pasdec.org](http://www.pasdec.org)
- b) A non-refundable "Application Form Processing Fee" shall be paid by the applicant at the time of submission of the application form for plot. An amount of Pak Rupees 5000/- is payable by local applicants and US\$ 100/- or equivalent in any mode of foreign remittances by foreign applicants, in the form of a Pay Order / Demand Draft in favour of PASDEC Marble City Risalpur. The forms may be submitted to the locations mentioned in "Important Nots" point 5.
- c) All applications will be considered by the PASDEC within the period of thirty (30) days from the closing date of receipt of applications, or any other extended period as determined by the PASDEC.
- d) The Applicants who qualify for processing of application will be intimated through "Acceptance Letter" after (30) days or any time frame intimated by PASDEC, from the date of submission of Application.
- e) All building plans /drawings shall be in compliance with the Marble City Risalpur regulations and all other building byelaws as are applicable. The Marble City Risalpur regulations shall be provided by PASDEC along with the Acceptance Letter.
- f) Building plans/ drawings of the project shall be prepared by a Licensed Architect/ Engineer at applicant's cost.
- g) On receipt of down payment, 1st installment and personal guarantee, the "Provisional Allotment Letter" will be issued.
- h) The applicant will be required to complete the project as mentioned in Clause 5 of Construction policy.
- i) "Completion Certificate" will be issued to the applicant after inspection of the completed project as agreed in the project plan within the specified time period.
- j) License Agreement will be issued to the allottee subject to clearance of all installments/dues/fees/maintenance charges or any other charges levied by Federal / Provincial Governments to date.
- k) Sales / Lease Deed for transfer of plot will be effective after realization of all dues/installments/fees/liabilities whatsoever.
- l) The allottee may opt to make payments in installments or lump sum.
- m) All payments will be made in the form of Pay Orders/Demand Drafts or any mode of foreign remittances in favor of PASDEC Marble City Risalpur.

### 4. PAYMENT PLAN

Sr. No	Installment Number	Payment schedule	Payment Due Time
1.	DP	Down Payment - 10% of the Total Plot Cost	Within the Thirty (30) days After the Issuance of Acceptance Letter.
2.	1 <sup>st</sup>	10% of the Total Plot Cost	(6) Months after the due date of Down Payment.
3.	2 <sup>nd</sup>	10% of the Total Plot Cost	(12) Months after the due date of 1 <sup>st</sup> installment .
4.	3 <sup>rd</sup>	10% of the Total Plot Cost	(6) Months after the due date of 2 <sup>nd</sup> Installment.
5.	4 <sup>th</sup>	10 % of the Total Plot Cost	(6) Months after the due date of 3 <sup>rd</sup> Installment.
6.	5 <sup>th</sup>	10 % of the Total Plot Cost	(6) Months after the due date of 4 <sup>th</sup> Installment.
7.	6 <sup>th</sup>	10 % of the Total Plot Cost	(6) Months after the due date of 5 <sup>th</sup> Installment.
8.	7 <sup>th</sup>	10 % of the Total Plot Cost	(6) Months after the due date of 6 <sup>th</sup> Installment.
9.	8 <sup>th</sup>	10 % of the Total Plot Cost	(6) Months after the due date of 7 <sup>th</sup> Installment.
10.	9 <sup>th</sup>	10 % of the Total Plot Cost	(6) Months after the due date of 8 <sup>th</sup> Installment.

Note: Annual ground Rent and maintenance charges are Not included in the table mentioned above

### 5. CONSTRUCTION POLICY

- a) The project shall be completed in all respect and commissioned into operation within twenty four (24) months from the date of issuance of the "Provisional Allotment Letter".
- b) A Certificate of Completion shall only be issued by PASDEC when it is satisfied that all works /stages in respect of the Project have been completed by the allottee.
- c) If the allottee fails to complete the project within twenty-four (24) months and a Certificate of Completion is not issued, the License Agreement may at the discretion of PASDEC stand cancelled.

- d) The construction of the building(s), structure(s) and facility(ies) and the specifications thereof shall be strictly in accordance with :
- i. All applicable Building Bye Laws and Building Regulations provided with the Acceptance Letter.
  - ii. The construction plans approved by PASDEC pursuant to the provisions of this Agreement in the event of any violation of the foregoing ,the applicant shall rectify any such violation (including demolishing any building(s), structure(s) and facility(ies) within such time period stipulated by PASDEC otherwise PASDEC shall, without prejudice to any other rights and remedies available to it, have the right to revoke the License Agreement.
- e) PASDEC will facilitate in the provision of infrastructure and utilities to the allottee/ occupant of each plot through the relevant service / utility providers.
- f) Time frame for the completion/development of units after the issuance of Provisional Allotment Letter & this construction plan will be observed as follows:

#### Processing Units

Installation of the size cutter	within 12 months
Installation of the Section cutter	within 12 months
Installation of the Crane	within 12 months
Installation of the Polisher	within 12 months
Installation of Block Cutter or gang saw	within 24 months
Machinery shed erection	within 24 months

#### Other Units

15 % Installation of machines	with in 12 months
15 % Installation of machines	with in 12 months
15 % Installation of machines	with in 18 months
15 % Installation of machines	with in 18 months
15 % Installation of machines	with in 24 months
15 % Installation of machines	with in 24 months
10 % Installation of machines	with in 24 months
Machinery shed erection	within 24 months

## 6.TRANSFER OF PLOTS

- a) No allottee shall be allowed to grant any interest or rights to any third party in respect of the allotted plot prior to the execution of Sale / Lease Deed in the favor of the allottee.
- b) During the period when the allottee is a licensee and/or prior to complete payments of all dues / amount owned by the allottee in respect to the allotted plot. PASDEC shall at all the times have the right to re-possess the plot if the allottee breaches any terms and condition imposed by PASDEC.
- c) In the event of allottee wishing to transfer the rights or interests in the plot after the allottee has executed the Sales Deed, an approval from PASDEC shall be required to be obtained by the allottee. The allottee shall also pay such transfer fee as determined by PASDEC.
- d) It is also mandatory that the person whom plot has been transferred or sold shall abide by rules & regulations of the PASDEC and the Transferee will work legislatively only under the dimension stone sector within the industrial estate
- e) In case of demise of an allottee (where an individual) after allocation / allotment his/ her nominee shall be entitled to all rights available to the allottee.

## 7. GENERAL CONDITIONS

- a) Applications will be invited through public campaigns / advertisement in English/ Urdu/ Regional Language newspapers of wide circulation.
- b) The scheme will be open to all local and foreign entrepreneurs. The foreign nationals shall be facilitated by PASDEC in obtaining all necessary approvals of the Government of Pakistan in order to purchase plot(s) at Marble City Risalpur.
- c) Once application is processed CNIC will be required for provisional allotment letter.
- d) Submission of Application shall not confer any entitlement to allotment of plot.
- e) In case of applications exceeding the number of plots, the allotment / allocation of the plot(s) may be made through transparent balloting after the detailed scrutiny of the application determined by PASDEC.
- f) PASDEC reserves the right to offer through auction or any other mode the allotment of other than industrial plots.
- g) All applications will be processed by the Management through a Committee setup for the purpose of processing applications by PASDEC Board.
- h) PASDEC may cancel any application /plot at any time with a valid reason without any liability on the part of PASDEC to provide justification to the Applicant /Allottee.
- i) Any increase in the cost of land /development cost of the plot due to the decision of the worthy court / or any other reason shall be borne by the Allottee.
- j) Any misleading information/ statement/ document may result in the rejection of Application and/or cancellation of plot allotment.
- k) Failure of the Applicant / Allottee to meet the timelines provided for, in respect of the payment / schedule / operation / construction may result in the cancellation of the allotment and subsequent refund (90% of the amount paid by the Applicant to PASDEC without any interest profit / markup whatsoever) after the cancellation / repossession. The Allotment of plot will be transferred to the next Applicant, if he agrees to enter at the stage with full liabilities.
- l) Annual ground rent and maintenance charges as notified by PASDEC will be payable by Allottee at the start of each Fiscal Year to PASDEC. This amount / charges payable are liable to subsequent increase(s) as determined by PASDEC. The maintenance charges will be cumulated and charged as per the acquired area / land in the industrial estate.
- m) In case any payment dues are not paid in time, a late surcharge @1% per month for the unpaid principal amount will be payable by the Allottee to PASDEC.
- n) In case of mortgage for any purpose, NOC from PASDEC is required. Prior to mortgage, the financial institution shall enter into an agreement with PASDEC to first fulfill all the financial liabilities outstanding against the allottee.
- o) Any violation of the terms and conditions, building regulations framed by PASDEC or otherwise prescribed under the laws of Pakistan may result in cancellation of the allotment and subsequent repossession of the plot.
- p) All formalities and the expenditure (including stamp-duty and registration fee) to be incurred on execution / registration/ transfer of any license (as the case may be) or any other document and deed pertaining to the transfer of the plot shall be carried out and be borne by the Allottee.
- q) All or any approvals required to be obtained for the project and / or for investing in or acquiring a plot at the Marble City Risalpur shall be the sole responsibility of the Applicant.
- r) All Government taxes, levies and charges in respect of the plot shall be solely borne by the Allottee whenever the same becomes applicable or due.
- s) The allottee shall abide by EPA rules and regulations enforced from time to time.
- t) In addition to the terms and conditions contained here PASDEC shall have the sole discretion to impose further terms and condition from time to time

## 9. DISCLAIMER

- a) Notwithstanding, anything contained herein, PASDEC shall not be responsible or liable to any person, body or the third party in the event owner of the plot does not execute the License / Lease (as the case may be) or any documentation required for the allotment / allocation of the plot or otherwise for the transfer of the plot to the Applicant / Allottee. PASDEC shall also not be responsible or liable on account of any legal impediments pertaining to the transfer or possession of any plot.
- b) PASDEC shall not be liable in any manner whatsoever to the Applicant / Allottee or to any third party(ies) if PASDEC is unable to carry out its obligations pursuant to the acceptance of the Application of an Applicant / Allottee in respect of the Marble City Risalpur or in respect of any plot for an account of any reason, including without limitation, Force Majeure. The term Force Majeure includes but shall not be limited to an act of war, flood, earthquake, lightning, terrorist act, alteration or modification of governmental policy(ies) or directives, changes in law, labor issues, legal restrictions, industrial disturbances or any other event beyond the control of PASDEC.

### III. APPLICANT UNDERTAKING

#### UNDERTAKING

(In shape of duly sworn Affidavit)  
On non-judicial stamp paper worth PKR 100

I/We, \_\_\_\_\_  
Of \_\_\_\_\_  
Resident of \_\_\_\_\_  
Bearing CNIC# \_\_\_\_\_

Do hereby solemnly affirm and verify and accordingly solemnly undertake on oath that:

- 1) That I / we have read and understood the Terms and Conditions for allotment/sale of plot at Marble City Risalpur incorporated in the Application form and other relevant documentation attached thereto, which shall be considered an integral part of this Undertaking as well and that I / we accept all such terms and conditions without any qualification, with my / our free will and volition thus they shall be binding on me / us at all times.
- 2) That during the process of allotment and afterwards, in case the possession of plot so applied by me / us, is delivered to me/us, provisionally or otherwise, pending discharge of my / our financial obligations to the satisfaction of PASDEC, so stipulated in the Application Form or any other documents/conditions appended therewith or prescribed thereafter by PASDEC, I / we shall remain only licensee(s) of PASDEC upon such plot with no rights or proprietary interest created in my / our favor in respect of plot allotted/to be allotted and I / we shall remain obliged and bound to vacate the plot/premises immediately without any let or hindrance, if so demanded by the PASDEC for any reason or even without assigning any reason for requiring such vacation. The right of the PASDEC requiring me / us to vacate the plot immediately shall be unaffected even in case of any construction and erection or other investment permanent or temporary on the plot by me / us. The PASDEC may also exercise such right(s) of forcible dispossession using reasonable force or other measures such as right of forcible entry and other necessary steps, in case of my / our refusal to do the needful, if and when so required, without any judicial process, whereforwhere for I / we hereby waive all our legal defenses including the right to procure any injunctive relief from any court of law and unconditionally permit PASDEC to exercise all rights and take all steps, necessary to execute the aforesaid provision, as and when deems appropriate by it.
- 3) That I / we hereby allow and authorize PASDEC to cancel, rescind or revoke my / our allotment, the transfer of title or the sale of plot, even if fully matured at any stage without giving any prior notice and without assigning any reason, in case the PASDEC to its satisfaction hold me / us in breach or violation of any terms and conditions of the Allotment and Sale including but not limited to breach of any financial obligations, timelines or nature of use of the Plot so allotted or sold upon me / us. Upon the cancellation, revocation or rescindment, PASDEC shall be at liberty to dispossess me / us from the plot and/or the building / structure raised thereupon and reenter upon the premises as a rightful owner without recourse to any Court of law.
- 4) That I / we hereby undertake to meet all the financial and other obligations and liabilities, arising out of the Allotment, Transfer and Sale of the Plot, explained at length in the Application Form or otherwise agreed with PASDEC. In case of breach of these obligations and liabilities, PASDEC shall be authorized, empowered and allowed to revoke, rescind and cancel my / our allotment, transfer or sale.
- 5) That I / we also hereby declare that I / we have never been in default of any financial facility or obligation, so extended by any financial institution, within the meanings of Financial Institutions (Recovery of Finances) Ordinance, 2001 and bear a clean credit history as I / we have never been adjudged as (willful) defaulter(s) by Competent Forum. I / We further declare that no money decree(s) from a Banking/Civil/Revenue Court is / are passed and outstanding undischarged against me / us OR if some money decree(s) was/were pending/passed against me / us, I / we have provided the detail thereof to PASDEC. I / we further understand that if any information provided by me / us to PASDEC is found to be untruthful or incorrect at any time or stage, PASDEC shall have the right to cancel, revoke or rescind my allotment, sale or transfer and shall be at liberty to repossess the plot alongwith structures, so build thereupon by me / us.
- 6) That I / We shall follow and comply with the Standard Policy regarding removal of Marble Slurry and construct necessary Silos equipment as per the National Environmental Quality Standards (NEQS) / Directives.
- 7) That I / we hereby also forgo and relinquish my / our rights and undertake not to approach any Court of law in case any dispute or difference that arises at any stage involving me / us, other Applicant(s) and/or PASDEC in respect of the plot so allotted/to be allotted, but rather the matter shall be referable to Arbitration, whereforwhere for Chairman, PIDC or any of his nominee shall act as the sole Arbitrator under the provisions of the Arbitration Act, 1940, whose decision on such matter shall be binding and shall have the effect of the rule of court. This Undertaking shall also have the effect of "Agreement to refer" the dispute to Arbitration on my / our behalf.

The undertaking hereby deposed is fully understood by me and is truthfully deposed voluntarily without any duress or pressure.

Deponent(s)

### IV. LIST OF REQUIRED DOCUMENTS

Following documents are required where the Applicant is a Public / Private Limited Company.

- a) Copy of the Certificate of Incorporation.
- b) Copy of Resolution of Board of Directors for the purchase of plot of land at the Marble City Risalpur, the setting up of the Project to be established thereon and name(s) of the Director(s) duly authorized to execute documents on behalf of the Company.
- c) Copy of NTN / FTN Certificate of the Company.
- d) Copy of CNIC of the Director(s) authorized to execute documents on behalf of the company.
- e) Any other information or document and / or undertaking(s) as may be required by PASDEC.

Following documents are required from Partnership.

- a) Copy of Deed of Partnership
- b) Copy of Certificate of Registration of Partnership Form H.
- c) Resolution of partners for purchase of plot of land at the Industrial Marble City Risalpur, the setting up of the project to be established thereon and the name(s) of the power of attorney(s) of the partner(s) authorized to execute documents on behalf of the Partnership.
- d) Copy NTN / FTN certificate of the Partnership.
- e) Copy of CNIC of the Partner(s) duly authorized to execute documents on behalf to the Partnership.
- f) Any other information or document and / or undertaking(s) as may be required by PASDEC.

Following documents are required from Individual / Sole Proprietorship.

- a) Copy of CNIC of the Sole Proprietor.
- b) Copy of NTN certificate of the Sole Proprietor.