Chairman's Message

I would like to take this opportunity to welcome you and thank you for your interest in Gwadar Free Zone. Gwadar Free Zone is being established pursuant to the Gwadar Port Concession Agreement. It is uniquely located at the junction of One Belt One Road, specifically designed to provide the most promising investment opportunities for your business.

Gwadar Port which is a warm water deep sea port will be a major player in inter-region trade due to its proximity to the key shipping routes. The Gwadar Free Zone shall bring extensive economic benefits like tax holiday for 23 years and land lease up to 99 years to the upcoming businesses. The Zone provides most attractive incentives package, connectivity to the regional trade hubs and pro-business policy frame work. Our objective is to go en extra mile to fulfill your needs and support all activities that promote international commerce.

Free Zone is located at the major destination and gateway of China-Pakistan Economic Corridor and provides enormous opportunities and a window into the landlocked Central Asian Republics. The goal of the Gwadar Free Zone is to bolster global market presence by attracting new businesses and foreign investments in general trade, services, manufacturing, logistics, trans-shipment and bunkering business.

We will support Free Zone Companies fully and comprehensively, provide convenient Public Utilities and Services, make sure every investor can focus on the business comfortably without any obstacle.

Again, I welcome you to become a part of our futuristic initiative and appreciate your interest in Gwadar Free Zone.

Sincerely yours

ZHANG BAOZHONG

CHAIRMAN & CEO.

CHINA OVERSEAS PORTS HOLDING COMPANY

董事长致辞

我谨借此机会衷心感谢各位对瓜达尔自由区的热切关注。瓜达尔自由区依据特许经营权而建立,位于"一带一路"的交汇点,其独特、优越的地理位置为您的企业提供了极具前景的发展机会。

瓜达尔港是优良深水不冻港,紧邻霍尔姆斯海峡,必将在区域贸易中扮演更重要的角色。 瓜达尔自由区享有 23 年免税期和最高 99 年土地租赁权,将为各位投资商带来巨大的商业 发展机遇和利益。同时,自由区将提供极具吸引力的优惠政策,建立与周边商业中心的沟 通交流和专业的商业激励制度。我们的目标是,竭尽所能满足各位投资商的需求,提供优 良的商业环境,促进区域国际贸易。

自由区是中巴经济走廊的重要节点,将成为进入中亚内陆国家的重要窗口。瓜达尔自由区将吸引海内外企业参与投资,开展一般贸易、服务业、制造业、物流、转运、金融、旅游等业务,提升全球市场份额和竞争力。

我们将为入园企业提供充分、全方位支持,包括水、电、通信、交通及安全保障等,确保入园企业舒适、全身心地投入企业经营、发展。

再次欢迎您成为自由区的一员,感谢您对瓜达尔自由区的关注。

张保中

董事长 兼 总经理中国海外港口控股有限公司

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ANNIDXURD

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BACKGROUND

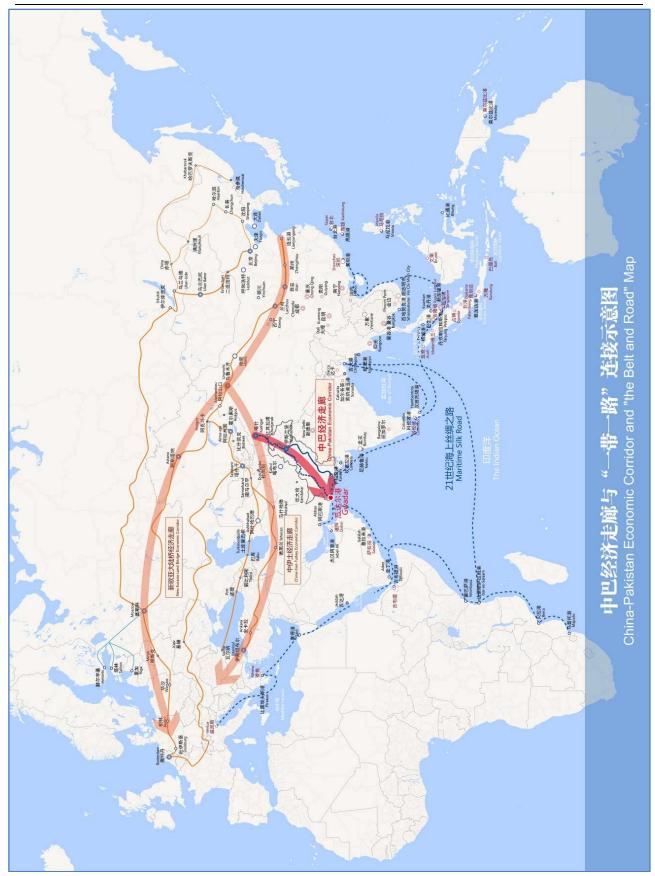
项目背景

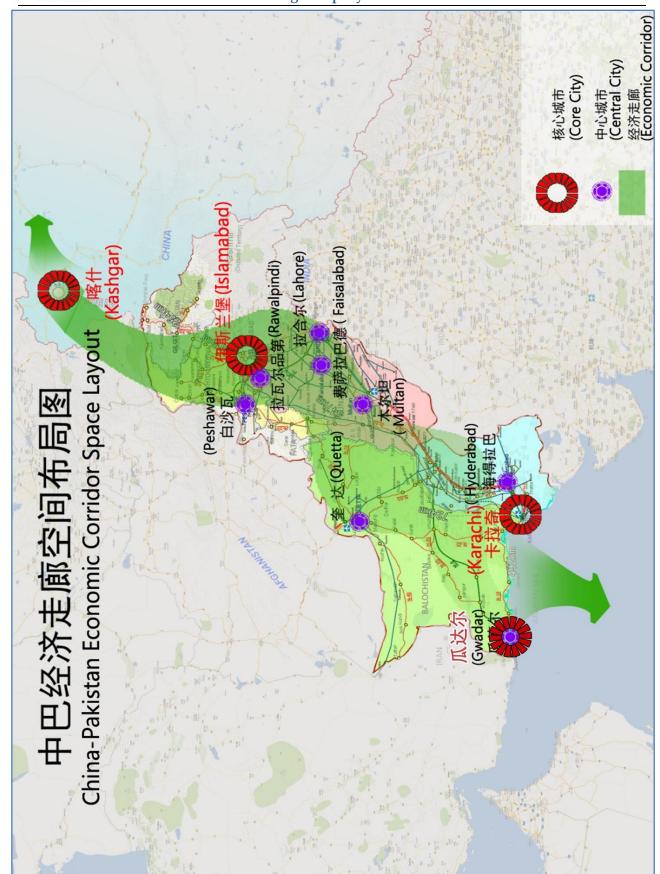
Gwadar Port is located on the shores of Arabian Sea in the province of Balochistan in the southwest of Pakistan. It is a warm water deep sea port at the joining point of 21st Century Maritime Silk Road and Silk Road Economic Belt through a connecting link of China Pakistan Economic Corridor. The Port is located at the mouth of Persian Gulf, just outside the Strait of Hormuz, key oil route in and out of Persian Gulf.

The Gwadar Free Zone enjoys its significant geographical superiority due to its proximity to this vital node of international trade. The total area earmarked for Gwadar Free Zone is 923 Hectares (2,281 acres) immediately west of port and the planned container terminal. The Zone is an integral part of the port and is designed to ensure the optimum utilization of port infrastructure. The Zone sits next to the Gwadar Port which is going to become a future hub of transit and trans-shipment.

瓜达尔港位于巴基斯坦西南俾路支斯坦省,是中巴经济走廊和 21 世纪海上 丝绸之路的重要节点和旗舰项目。瓜达尔港紧扼石油供应要道波斯湾的咽喉 ——霍尔木兹海峡。

瓜达尔自由区地理位置优越,极具发展成为国际贸易中心的潜力。瓜达尔自由区紧邻港口,占地共计 923 公顷(2,281 亩)。作为港口不可分割的一部分,自由区将充分利用港口现有设施,逐步发展成为商贸、物流中心。





Location & Transportation 地理位置及交通

Gwadar Free Zone is situated at 632 Kilometer from Karachi via Makran Coastal Highway and is 120 Kilometer from Iranian border. Gwadar is connected via road and air with the major cities in Pakistan, the planned new international airport will connect the city with major airports globally. The distances from other cities by road travel are as under:

Gwadar—Karachi	632 Km	connected by air & road &ship
Gwadar—Lahore	1876 Km	connected by air & road
Gwadar—Islamabad	2246 Km	connected by air & road
Gwadar – Quetta	970 Km	connected by air & road

瓜达尔经由马克兰沿海高速公路通往卡拉奇和伊朗边境,距卡拉奇 632 公里、伊朗边境 120 公里。瓜达尔与巴基斯坦的重要城市陆空相通,同时规划中的瓜达尔国际机场未来会把瓜达尔与全球各大主要城市紧密相联。瓜达尔与周边城市的陆路距离如下:

瓜达尔—卡拉奇	632 Km	交通:陆、	海、	空
瓜达尔—拉合尔	1876 Km	交通:陆、	空	
瓜达尔-伊斯兰堡	2246 Km	交通:陆、	空	
瓜达尔—奎达	970 Km	交通:陆、	空	

Incentives & Preferred Businesses 优惠政策及优先产业

Incentives

优惠政策

- 100 % ownership for foreign investors
- Tax holiday for 23 years
- 100 % exemption on customs duties for construction and operation
- Leasing of plots up to 99 years
- Flexible visa regulations
- Ready to use offices, light industrial units, warehouses
- World class infrastructure and security arrangement
- One Stop Shop one window facility for clearances
- Fast track start up and licensing procedure
- 外国投资者 100%所有权
- 23 年免税期
- 企业建设及运营所需物资免进口税
- 建设用地最高 99 年租赁期
- 灵活签证制度
- 可拎包入住的办公室、即可使用的轻工业厂房与仓库
- 一流的基础设施与安全保障
- 一站式服务
- 快速注册与执照申请

Preferred Businesses 优先产业

Including but not limited to 包括但不限于

- Agriculture Processing
- Fish Processing
- Marble Processing
- Manufacturing(Light Industry)
- Halal Food Processing
- Refrigerated storage/cold chain
- Rest & recreation
- Financial services
- Technical & vocational training
- Container yards
- Warehousing
- International Purchasing,
- Transit / Distribution
- Packaging / Labeling
- Stuffing & De-Stuffing
- Trans-shipment
- Light end-assembly/re-assembly
- Value added exports
- Supporting Services Business (Onsite Customs, Information Centre, Retail Outlets, Hotels, Restaurants, Entertainment amenities, Medical facilities etc.)
- Other related businesses

- 农业加工
- 渔业加工
- 大理石加工
- 组装(轻工业)
- 清真食品
- 冷藏/冷链物流
- 休闲服务
- 金融服务
- 技术培训
- 集装箱堆场
- 仓储
- 国际采购
- 运输&分销
- 包装/贴标
- 拆装业务
- 转运
- 组装业务
- 増信出口
- 服务配套产业(报关,信息中心,零售,酒店,餐饮,休闲,医疗等)
- 其他相关产业

Facilities & Cost

设施及收费

Offices 办公室

Title 项目	Details 详情	Remarks 备注
Area 面积	square meters 平方米	Lease Term:1 year renewable 年租,可续租
Size 尺寸	As per requirement 根据客户需求	Payment: Annually in advance 付款方式:每年预付
Rent 租金	US\$ 260 /sq.m. /year 260 美元/平方/年	No charges for the maintenance of common areas: toilets, lobby, corridors and pantries. 公共区域的维护不收费:洗手间、大厅、走廊和茶水间
Security Deposit 保证金	10 % of annual rent 年租金的 10%	Refundable: At the time of vacating the premises 退租时可退保证金
Utilities 公共设施	Electricity, air- conditioning, water. 供电、空调、供水	Charges: Included in the rentals 费用:包含在租金内
Sign Board 广告牌	US\$ 50 50 美元	One Time 一次性
Telecom 通讯	Telephone, Fax and High Speed Internet 电话、传真、网络	Charges: Payable by the client 费用由客户支付
Access & Security 门禁及安保	24 hours 24 小时	Charges: Nil 免费

- All rates are subject to the final negotiation with the applicants.
- 最终租金由租赁双方协商确定。

Warehouses 仓库

Title 项目	 Details 详情	Remarks 备注
Area 面积	square meters 平方米	Lease Term:3 year renewable 租赁期:每三年续约一次
Total Area 总面积	As per requirement 根据客户需求	Total Area: Storage Area + Reception/Office Area 总面积:存储面积+前台/办公室
Unit Height /Dimensions 高度/尺寸	As per requirement 根据客户需求	Storage Outside: Not permitted 不允许室外堆存
Rent 租金	US\$ 100-150/sq.m. /year(as per size) 100-150 美元/平方/年(根 据租用面积确定)	Indoor cleaning and maintenance is responsibility of the tenant. 仓库内清洁和维护由承租人负责
Payment 支付	Annual 年度	In - advance per year 预付
Security Deposit 保证金	10 % of annual rent 年租金的 10%	Refundable: At the time of vacating the premises 退租时可退保证金
Electricity 电	US\$ 0.1154 per Kwh 0.1154 美元/度	Capacity: 35 KVA - Charges apply for additional power Connection Fee: Nil.Consumption Charges to be paid by Tenant. 容量:超出35KVA部分另收费无接口费,实际费用由承租人支付
Gas 气	US\$ 5.8 per mmbtu 5.8 美元/mmbtu	Connection Fee: Nil.Consumption Charges to be paid by Tenant. 无接口费,实际费用由承租人支付
Water 水	US\$15 /1,000 gallons 15 美元/干加仑	Ditto 同上
Garbage disposal 垃圾处理	US\$75 per month 每月 75 美元	Charges :per year 年付费

- All rates are subject to the final negotiation with the applicants.
- 最终租金由租赁双方协商确定。

Light Industrial Units 轻工厂房

Title 项目	Details 详情	Remarks 备注
Area 面积	square meters 平方米	Lease Term: 3 year renewable 租赁期:每三年续约一次
Total Area 总面积	As per requirement 根据客户需求	Total Area: Storage Area + Reception/Office Area 总面积:存储面积+前台/办公室
Unit Height /Dimensions 高度/尺寸	As per requirement 根据客户需求	Storage Outside: Not permitted 不允许室外堆存
Rent 租金	US\$ 100/sq.m. /year 100 美元/平方/年	Indoor cleaning and maintenance is responsibility of the tenant. 仓库内清洁和维护由承租人负责
Payment 支付	Annual 年度	In - advance per year 预付
Security Deposit 保证金	10 % of annual rent 年租金的 10%	Refundable: At the time of vacating the premises 退租时可退保证金
Electricity 电	US\$ 0.1154 per Kwh 0.1154 美元/度	Capacity: 35 KVA - Charges apply for additional power Connection Fee: Nil. Consumption Charges to be paid by Tenant. 容量:超出35KVA部分另收费 无接口费,实际费用由承租人支付
Gas €	US\$ 5.8 per mmbtu 5.8 美元/mmbtu	Connection Fee: Nil.Consumption Charges to be paid by Tenant. 无接口费,实际费用由承租人支付
Water 水	US\$15 /1,000 gallons 15 美元/干加仑	Ditto 同上
Garbage disposal 垃圾处理	US\$100 per month 每月 100 美元	Charges :per year 年付费

- All rates are subject to the final negotiation with the applicants.
- 最终租金由租赁双方协商确定。

Land for industrial units 工业用地

Title 项目	Details 详情	Remarks 备注
Sizes 面积	5,000 m ² —50,000 m ²	Developed plots of 5,000 m ² to 5,000 m ² depend on approved business plan. 依据已批准的商业计划书,可提供最少5000 平米,最大50000 平米的用地。
Lease Term 租赁期	Up to 99 years 最高 99 年	Depend on the project feasibility and industrial type 依项目可研报告和产业类型确定
Rent for Industrial Plot 工业用地租金	US\$ 8/sq.m. /year 8 美元/平方/年	Payment: Annually in advance 租期:每年预付
Rent for plot of Trading/Service 贸 易/服务业用地租金	US\$ 10/sq.m. /year 10 美元/平方/年	Payment: Annually in advance 支付:每年预付
Security Deposit 保 证金	10 % of annual rent 年租金的 10%	Refundable: At the time of vacating the premises 退租时可退保证金
Electricity 电	US\$ 0.1154 per Kwh 0.1154 美元/度	Charges: To be paid by the tenant for connection and consumption of gas. 费用:承租人承担接口费和电费
Gas 气	US\$ 5.8 per mmbtu 5.8 美元/mmbtu	Ditto 同上
Water Љ	US\$15 /1,000 gallons 15 美元/干加仑	Ditto 同上
Garbage Disposal 垃圾处理	US\$200 per month 每月 200 美元	Charges :per year 年付费
Building Completion 建筑施工	Maximum to 2 years (depending on project proposal) 不超过 2 年 (依项目建议书确认)	The tenant shall fence the plot and construct the building as per Zone Building Bye-laws. The plan, building drawings and other documents to be submitted within 6 weeks to the Engineering Department for building permit. 承租人应根据自由区建筑标准进行区域围网和建设。开发商应在6周之内向工程部提交开发计划、设计图纸等文件,以获得施工许可。

- All rates are subject to the final negotiation with the applicants.
- 最终租金由租赁双方协商确定。

Company Registration

公司注册

Company Types

公司类型

New Company 新公司			
Basic Requirements 基本要求	Documentation required 所需文件		
 Allows for single or multiple shareholders ,Shareholder can be individual (person) and/or non-individuals (company). New Company is essentially a limited liability company within free zone. Initial capital required for registration. Minimum requirement is US\$500,000. One time Registration fee of US\$3000 is required for New Company. 	 i. Memorandum and Article of Association of the Company. ii. Board Resolution of the shareholders calling for establishment of a new company to carry out business activity in the Free Zone. iii. Board Resolution for the appointment of the following with power of attorney to act on behalf of the company. a) Manager b) Legal representative iv. Passport copies of the directors, shareholders, Manager and Legal Representative with two photographs. v. Business Plan 		
 自由区允许以个人或公司名义成立新公司独立(独立持股或多人持股)。 新公司性质为有限责任公司。 新公司最低注册资本金不低于50万美元。 新公司注册一次性收费3000美元。 	i. 公司章程。 ii. 董事会关于在自由区内建立新公司并开展商业活动的决议。 iii. 董事会决议及以下人员的授权书。 a) 总经理 b) 法人代表 iv. 董事、股东、经理人和法人代表的护照复印件及照片两张 v. 商业计划书		

Branch Company 分公司			
Basic Requirements 基本要求		Documentation required 所需文件	
 The businesses can register: As a branch office of a foreign company having valid registration outside Pakistan. As a branch office of Pakistani company having valid registration in Pakistan. No initial capital required for Branch Company. One time Registration fee of 1,500 US \$ is required for Branch Company. 	i. ii. iii. iv. v.	Certificate of Incorporation or registration with the relevant authority in the country. Memorandum and Article of Association of the Company. Valid operating license of the parent company. Board Resolution of the parent company calling for establishment of a branch office to carry out specific business activity in the Zone and guaranteeing full financial commitment for it. Board Resolution of the parent company for the appointment of the following with power of attorney to act on behalf of the company. a) Manager b) Legal representative. Passport copies of the directors, shareholders, Manager and Legal Representative with two photographs. All documents should be English version and certified by legal certifying authority (e.g. Oath Commissioners).	
 分公司注册: 在巴境外已合法注册的外国公司可在园区内设立分公司。 在巴境内已合法注册的公司可在园区内设立分公司。 分公司注册无资本金要求 分公司注册一次性收费 1500美元 	i. ii. iii. iv. v. vi. vii.	公司所在国注册文件。公司章程。 母公司的有效营业执照。 母公司关于在自由区内建立分支机构并开展特定商业活动的董事会决议,承诺承担其全部经济责任。 母公司董事会决议及以下人员的授权书。 a) 总经理 b) 法人代表 董事、股东、经理人和法人代表的护照复印件及照片两张 所有文件均需提交英文版并经合法认证机构认证(如公证书).	

Documents Required

注册所需文件

Documents to be submitted 需 递交的文件	New Com. 新公司	Branch Com. 分公司
Application Form 申请表	√	√
Business Plan & Project Feasibility Study 商业计划书、项目可行性研究	\checkmark	\checkmark
Certificate of Incorporation Articles of Association 公司注册证书、公司章程	\checkmark	√
Passport Copies, Specimen signatures, Two (2) color photographs of Directors, Shareholders, Manager and Legal representative 董事、股东、经理人和法人代表的 护照复印件,印签样本,彩色照片两张	\checkmark	√
Credit Worthiness Certificate 信用等级证书		\checkmark
Board Resolution of the company calling for the establishment of a specific business in the Zone. 董事会关于确认在自由区内建立机构以开展特定商业活动的决议。	\checkmark	
Board Resolution to Set Up Branch Company 董事会关于建立分支机构的决议		√
Board Resolution for appointment of a manager and legal representative with Power of Attorney to act on behalf of company 母公司董事会授权经理人和法人代表依据委托书代表公司行使权力的决议	√	√
Bank Statement for the last one year 银行资信证明		\checkmark
Minimum Capital requirement:Bank Statement 最低资本金要求:银行证明函	\checkmark	

Registration Procedure

注册流程

New Company 新公司

- 1. Submission of required documents to Gwadar Free Zone Company (GFZC).
- 2. Payments of processing fees.
- 3. Opening of bank account in the zone and deposit of minimum capital in the account. Submission of bank statement along with the duly filled prescribed Application Form to the FZC.
- 4. The management of the FZC shall take 10 working days to scrutinize the documents and intimate the investors about the acceptance of the application. The investors shall make the payments of the following payables:
 - a) Registration Fee (One Time Cost)
 - b) License Fee (Annual)
 - c) Land Lease/ Rentals for Pre-built Offices / Pre-built Warehouses/pre-built factory (Annual)
- 5. The Registration Certificate, License and Lease Deed shall be issued in favor of the Company.
- 6. The investor shall apply the Customer Services Department (GFZC) Visas for the staff. The Immigration Department shall issue the entry visas.
- 7. The investor or the employee after entry to Pakistan shall go for a medical checkup before the stamping of residence visa on his /her passport.
- 1. 向瓜达尔自由区公司递交所需文件。
- 2. 支付手续费。
- 3. 在自由区内银行开户有最低存款要求。按要求填写申请表和银行证明文件一并递 交给自由区。
- 4. 自由区公司将在十个工作日内完成审核相关文件并告知审核结果。通过申请后, 投资人应支付以下费用:
 - a) 注册费(一次性)
 - b) 执照费用(年度)
 - c) 土地/办公室/仓库/厂房租金(年度)
- 5. 签署并颁发注册证书,执照和租赁协议。
- 6. 投资者可向客服部为员工申请工作签证 , 入境事务处将颁发入境签证。
- 7. 投资方或雇员在入境后,在办理居住签证之前应接受体检。

Branch Company 分公司

- 1. Submission of required documents to Gwadar Free Zone Company (GFZC).
- 2. Payments of processing fees.
- 3. The management of the FZC shall take 10 working days to scrutinize the documents and intimate the investors about the acceptance of the application. The investors shall make the payments of the following payables:
 - a) Registration Fee (One Time Cost)
 - b) License Fee (Annual)
 - c) Land Lease/ Rentals for Pre-built Offices / Pre-built Warehouses/pre-built factory (Annual)
- 4. The Registration Certificate, License and Lease Deed shall be issued in favor of the Company.
- 5. The investor shall apply the Customer Services Department (GFZC) Visas for the staff. The Immigration Department shall issue the entry visas.
- 6. The investor or the employee after entry to Pakistan shall go for a medical checkup before the stamping of residence visa on his /her passport.
- 1. 向瓜达尔自由区公司递交所需文件。
- 2. 支付手续费。
- 3. 自由区公司将在十个工作日内完成相关文件审核并告知审核结果。通过申请后,投资人应支付以下费用:
 - a) 注册费(一次性)
 - b) 执照费用(年度)
 - c) 土地/办公室/仓库/厂房租金(年度)
- 4. 签署并颁发注册证书,执照和租赁协议。
- 5. 投资者可向客服部为员工申请工作签证,入境事务处将颁发入境签证。
- 6. 投资方或雇员在入境后,在办理居住签证之前应接受体检。

License Application 执照申请

License Types 执照类型

LicenseTypes 执照类型	Privileges 业务范围	Fees (US\$) 费用(美元)
General Trading License 一般贸易执照	The License entitles the investor to carry out import, export, re-export, distribute, store or warehouse goods. 执照赋予投资方开展进出口、再出口、分销、仓储货物的权利	License fee:3000 Annual renewal fee:1000 注册费:3000 年检费:1000
Industrial License 工业执照	The License entitles the investor to actualize any industrial business not included in the Negative List. E.g. Agriculture processing ,fish processing, manufacturing, process, assemble, packing, blending, sorting, grading, repack, labeling, re-labeling, value addition & other port related industries. 执照授予投资者进行负面清单外工业类投资的权利。例如:农业加工、渔业加工、制造、加工、装配、包装、混合、分拣、分级、再包装、贴标、完成半成品货物和出口货物等。	Registration fee: 5000 Annual renewal fee:1000 注册费:5000 年检费:1000
Logistics License 物流执照	The Licensee can import, export & store third party goods 执照持有者可以开展进出口和第三方存储货物的业务	Registration fee:5,000 Annual renewal fee:1000 注册费:5000 年检费:1000
Services License 服务执照	The Licensee can extend the specified services to the businesses within the Free Zone. E.g. consultancy services in finance, management, legal matters, investments, labor relations, economical matters like feasibility studies, market studies, logistics support, food courts, catering services, travel agencies, insurance, cargo handling, freight forwarding, accounting, actuarial, leisure and social services. 执照持有者可在自由区内开展商业特定服务。 包括金融咨询服务、管理、法律、投资、人力资源、经济可行性研究、市场研究、物流支持、餐饮、旅行社、保险、货物装卸、货运代理、会计、精算和社会服务。	Registration fee:3000 Annual renewal fee:1000 注册费:3000 年检费:1000

Documents required for applying License 执照申请所需文件

The prospective investors intending to set up business in GFZ shall submit the following documents for initial screening and approval for license.

- 1. Feasibility Study / Business Plan for the industrial / business undertaking
- 2. Color photograph of partners.
- 3. Copies of passports
- 4. Bank statement of US\$ 500,000 in the company account in any bank in the Free Zone
- 5. Partnership Agreement or the following documents in case of private limited companies:
 - a) Certificate of Incorporation
 - b) Memorandum / Article of Association of the Company
 - c) Resolution authorizing it to invest and carry out business in the Free Zone.
 - d) Resolution for appointment of a representative with power of attorney for dealings with the Free Zone
 - e) Passport copy of the representative
- 6. The companies approved by the Free Zone shall be eligible for undertaking businesses and can apply for the following types of licenses.
 - General Trading
 - Industrial License
 - Logistics License
 - Services License
 - International Transport (Trans-shipment)
- 7. Application Forms for issuance of License are given at Annex-E.

Documents required for applying License 执照申请所需文件

意向投资人希望在自由区注册公司并开展业务活动,应提交以下材料, 供初步审查并获得营业执照。

- 1. 可行性研究/工业或商业的商业计划书
- 2. 合伙人的彩色照片
- 3. 护照复印件
- 4. 在自由区内的任何银行开办公司账户,并提供50万美元的存款证明。
- 5. 若是私人有限责任公司,需提交合伙协议或以下材料:
 - a) 公司注册证
 - b) 公司章程
 - c) 允许在自由区内开展投资和商业活动的决议
 - d) 关于在自由区开展商业活动代理人的授权
 - e) 代理人护照复印件
- 6. 自由区批准注册的企业可以申请以下种类的营业执照:
 - 一般贸易
 - 工业执照
 - 物流执照
 - 服务型执照
 - 国际运输(转运)
 - 7. 执照申请书标准格式请见附件 E

Procedure for applying License 执照申请流程

New Company 新公司

•Cover Letter
•Application Form duly filled
•Business Plan
•Board resolution for commitment of investment
•Bank statement

•Scruitiny Fee US\$ 260

3.Evaluation

- Lease
- •License fee
- •Registration fee

4.Payment

5.Document

- Board Resolution for the appointment of Manager, Legal Advisor
- Passport Copies, specimen signatures, two photographs of Directors, manager, Legal advisor
- License
- Registration Certificate
- •Lease Agreement

6.Issuance

New Company 新公司

- 提交函
- •申请书
- •商业计划书
- •董事会对投资承诺的决议
- •银行证明

1.递交文件

2.支付费用

•260美元审查费

•签发投资批准函

3.文件评估

- •租金
- •执照费
- •注册费

4.支付费用

5.递交文件

- •董事会关于任命经理人、 法人代表的决议
- •董事、经理人、法人代 表的护照复印件、印签 样本、照片两张
- •营业执照
- •注册证书
- •租赁合同

6.颁发证书

Branch Company 分公司

- Cover Letter
- Application Form duly filled
- Business Plan
- Board resolution for commitment of investment
- Board resolution for commitment of investment
- Certificate of Registration of company
- Memorandum and Article of Association of Company

1.Document

2.Payment

•Scruitiny Fee US\$ 150

•Letter of Acceptance to the investor

3.Evaluation

Lease

- •License fee
- Registration fee

4.Payment

5.Document

- Board Resolution for the appointment of Manager, Legal Advisor
- Passport Copies, specimen signatures, two photographs of Directors, manager, Legal advisor

License

- Registration Certificate
- •Lease Agreement

6.Issuance

Branch Company 分公司

- •提交函
- •申请书
- •商业计划书
- •董事会对投资承诺的决议
- •公司注册证书
- •公司章程

1.递交文件

2.支付费用

•150美元审查费

•签发投资批准函

3.文件评估

- •租金
- •执照费
- •注册费

4.支付费用

5.递交文件

- •董事会关于任命经理人、 法人代表的决议
- •董事、经理人、法人代 表的护照复印件、印签 样本、照片两张
- •营业执照
- •注册证书
- •租赁合同

6.颁发证书

Step by Step Process 申报流程

Step 1

- Cover Letter
- Submission of duly filled Application Form
- Business Plan / feasibility Study
- •Board Resolution for commintment of investment
- Bank statement
- Scruitiny fee US \$ 260 for Free Zone C ompany and 150 US\$ for Branch Office

Step 2

- •Evaluation and due diligence of investors by the Customer Support Department and by HSE Consultant for industrial units. for assessment of pollutants. (processing Time = 2 weeks)
- •Approval by the management of GFZC.
- •Issuance of Letter of Acceptance or Letter of Rejection to the client.
- •Signing of Agreement on commercial terms of the Zone as a commitment by the Investor.

Step 3

- •Submission of Specimen Signatures, Copies of passport s, Two (2) colored photographs of Manager, Legal Advisor, Directors and Shareholders of the Company
- •General Power of Attorney in favour of the Manager and Legal Advidor for dealing with the Zone.
- •Opening of Bank Account in the Zone with a balance of initial capital of US \$ 50,000

Step 4

- Selection of definitive Office Space, Warehouse or plot for industrial unit
- •Payment of Fees for Registartion, License and Lease
- Issuance of Registration Certificate and License
- Signing of Lease Agreement between Investor, GFZC and Gwadar Port Authority (GPA)

Step 5

- •Handing over of possession of plot, office or warehouse to the client
- •Submission of building plans / detail drawings, application for utilities and details of effluents in case of industrial undertakings.
- Approval of construction drawings. Start of bussiness /
 Start of construction for industrial units.

Step 6

- •Submission of documents for grant of entry visas
- •Issuance of resident visas for the staff and officials
- Provision of utilities to the industrial units.
- •Start of operations of industry.

步骤—

- •递交函
- •递交申请表
- •商业计划/可行性研究
- •董事会承诺投资的决议
- •银行证明
- •新公司缴纳260美元的审查费,分公司缴纳150美元的审查费

步骤二

- •客服部对投资者进行尽职调查,HSE部对投资者产业进行环境影响评估。 (评估期为2周)
- •通过自由区公司的管理审批
- •颁发许可证或者发送拒绝信
- •投资方签订自由区商业协议

步骤三

- •递交公司经理人、法律代表、董事和股东的印签样本、护照复印件、彩色照片两张
- •对经理人和法律代表的全权委托书
- •在自由区内银行开户并注资资本50万美元

步骤四

- •选定办公室、仓库和工业地点
- •支付注册费、执照费和租金
- •颁发营业执照和商业许可
- •自由区公司、瓜达尔港务局与投资方签署租赁协议

步骤五

- •向客户交付办公室、仓库
- •递交工业企业的建筑计划/详图、公共设施的申请和排放详情
- •批准建筑施工图纸
- •项目建设

步骤六

- •递交入境签证所需的文件
- •颁发员工和管理者的定居签证
- •规定工业的公共设施范围
- •开展项目经营

List of Negative Businesses 负面清单

The businesses mentioned in the negative list as notified by Gwadar Free Zone Company from time to time are not allowed. Following are the businesses disallowed:

- Arms and ammunitions
- High Explosives.
- Radioactive substances
- Drug
- Any other business which is not accepted by GFZC.

瓜达尔自由区公司将随时更新园区产业负面清单,清单提及的产业将禁止在园区内经营。负面清单如下:

- 武器弹药
- 危险爆炸物
- 放射性物质
- 毒品
- 自由区公司认为不适合开展的其他业务

Annex – A

入园企业注册申请书

Application for Registration

入园企业注册申请书

I / We hereby apply for registration in Gwadar Free Zone: 我/我们申请在瓜达尔自由区注册:

1. Details of the Applicant 申请人详情:

	Directors	# 01 Shares	Amount of Shares
	董事	持股比例	持股数量
1.	Name 姓名:		
2.	Name 姓名:		
3.	Name 姓名:		
4.	Name 姓名:		
5.	Name 姓名		
2.	Tel 电话:	、Fax 传真:	
	Email 邮箱:	、Mobile 移动电话:	
3.	Name of Manager 经理人姓名	່ງ:	
	Address 地址:		
	Passport No.护照号码:		
	ID #身份证:		
4.	Name of Legal Representative	e 法人代表姓名:	
	Address 地址:		
	Passport No.护照号码:		
	ID #身份证:		
5.	Details of New/Branch Comp	, , <u>,</u> ,	新/分公司详情(推荐)
	Company Name 公司名称:		
	Share Capital 股份资本:		

- 6. List of documents required for New/Branch Company新/分公司应提供的文件:
 - a) Memorandum and Article of Association 备忘录和公司章程
 - b) Board Resolution for setting up Company in Free Zone 董事会在自由区内建立企业的决议
 - c) Board Resolution for appointment of Manager / Legal Representative 董事会委托经理人/法律代表的决议
 - d) Specimen Signature of Manager / Legal Representative 经理人/法律代表的印签样本
 - e) Two colored photographs and Copies of Passports of Manager and Legal Representative

经理人/法律代表的彩色照片两张和护照复印件

- f) Specimen signatures and passport copies of directors. 董事护照的签印复印件
- 7. Undertaking 承诺书:

I, the undersigned do hereby declare that I have reviewed the Rules & Regulations of Gwadar Free Zone and the information provided in this application is correct. We do undertake and comply all the terms and conditions given in the Rules & Regulations and other conditions issued by the Gwadar Free Zone Company

签署人特此声明已阅读瓜达尔自由区的规章管理条例,本申请书所提供的信息正确无误。 签署方承担和遵守规章管理条例的所有条款以及自由区公司颁布的其他条例。

Name & Signature of Authorized Signatory
授权签署人的姓名和签名:
Date 日期·

For Official Use 审核方使用			
Application/Documentation Approval	Registration Approval		
申请/批准文件	注册批准		
Name 姓名:	Name 姓名:		
Signature 签名:	Signature 签名:		
Date 日期:	Date 日期:		

Annex – B

1.

2.

董事会决议(新公司)

BOARD RESOLUTION (For New Company) 董事会决议(新公司)

It is stated that the Board Meeting of M/s					
No. 序号	Name & Signature 姓名&签字	Position 职务	Nationality 国籍	Address 地址	
	Mr. / Mrs 先生/女士 Signatures 签名:				
	Mr. / Mrs 先生/女士 Signatures 签名:				
•••••					

3.	Agreed to appoint Mr. / Mrs as Legal
	Representative for our Company for legal matters in the Gwadar Free Zone.
	董事会同意任命
	律事务。
4.	Agreed to grant power of attorney to Mr. / Mrs as our attorney. He
	/ She shall have full powers of authority to do and undertake all the acts on behalf of the
	Company that we could do personally including but not limited to the right to sell, buy,
	lease, mortgage, assign, rent or disposal of any property; the right to execute, accept, undertake, and perform all contracts in the name of the Company; the right to deposit,
	endorse, or withdraw funds to or from any of the Company's or safe deposit box in the
	GFZ; the right to initiate, defend, commence or settle legal actions on behalf of the
	Company; and the right to retain any accountant, attorney, advisor deemed necessary
	to protect the Company's interests relative to any foregoing unlimited power.
	董事会同意委托
	力,该权力包括但不限于销售、购买、租赁、抵押、指派、租借和处理相关财产的权力;
	以我公司名义执行、承诺、承担和履行所有义务,以及在自由区内存储、捐赠或撤回资
	金和处置公司银行保险箱的权力;代表我公司行使启动、维护、执行和处置法律事务的
	权力;可以根据需要拥有雇佣会计、律师、顾问的权力,对抗任何形式的外来侵害,维
	护公司利益。
	Signed by Board Members on this day:
	董事签署日期
	Name of Board Member Signature
	董事姓名 签名:
	Mr. / Mrs. 先生/女士 ,
	Mr. / Mrs. 先生/女士 ,
	Attachments 附件:

- 1. Specimen signature, colored photographs (2) and photocopy of passport of Manager / Representative in charge.
 - 经理人/法律代表的的印签样本、护照复印件和两张彩色照片。
- 2. Specimen signature, colored photographs (2) and photocopy of passport of Legal Representative.
 - 法人代表的印签样本、护照复印件和两张彩色照片。

Annex - B 董事会决议(分公司)

BOARD RESOLUTION (For Branch Company) 董事会决议(分公司)

	It is state that the Board Meeting of M/s
	was held on at The Board agreed and resolved the following:
	兹证明年月日在召开的董事会,通过以下决议,详情如下:
1.	Resolved to establish a Branch Office of the Company in Gwadar Free Zone. We further guarantee full financial commitment for the establishment of the branch in the Free Zone. 董事会通过在瓜达尔自由区建立分公司的决议,董事会承诺在自由区全资设立分公司。
2.	Agreed to appoint Mr. / Mrs as Manager and Representative in – charge (As License Holder) for our Branch Office for day to day dealing with the management of Gwadar Free Zone. 董事会同意任命
3.	Agreed to appoint Mr. / Mrs as Legal Representative for our Branch Office for legal matters in the Gwadar Free Zone. 董事会同意任命
4.	Agreed to grant power of attorney to Mr. / Mrs

actions on behalf of the Company; and the right to retain any accountant, attorney, advisor deemed necessary to protect the Company's interests relative to any foregoing unlimited power.

Signed by Board Members on this day :	
董事签署日期	
Name of Board Member	Signature
董事姓名	签名:
Mr. / Mrs. 先生/女士	<i>ı</i>
Mr. / Mrs. 先生/女士	. ,
Mr. / Mrs. 先生/女士	_ ,
Mr. / Mrs. 先生/女士	_ ,
Mr. / Mrs. 先生/女士	

Attachments 附件:

- 3. Specimen signature, colored photographs (2) and photocopy of passport of Manager / Representative in charge.
 - 经理人/法律代表的的印签样本、护照复印件和两张彩色照片。
- 4. Specimen signature, colored photographs (2) and photocopy of passport of Legal Representative.
 - 法人代表的印签样本、护照复印件和两张彩色照片。

Annex – D 印签样本

Specimen Signature 印签样本

I Mr. / Mrs. / Ms.:		Nationality:	
Bearing Passport No.:		Issue Date:	
holding position as		in the Company	
is giving below my spe	cimen signatu	are for attestation.	
		,护照号码 担任	
签样本,用以公证。	⊥	JE ±	积分,延供以下的
Specimen Signatures: 签名样本:			
Attested by Board Merr 经董事确认:	ıbers:		
1		2	

Annex – El 执照申请书

APPLICATION FOR ISSUANCE OF LICENSE 执照申请

Instructions to fill up the Application Form – E1:

申请表- E1 填写指南:

1) The investors intending to set up pre-built facility or acquire a pre-built facility in the Zone shall submit the duly filled FORM – E1 with a business plan or a feasibility study, scrutiny fee and other necessary documents for initial screening and due diligence process.

投资方有意向在自由区内建设期房或购买仓库应填写完成并递交表格—E1,同时提供商业计划书或可行性研究,缴纳审核费,提供初步筛选和审查所需的必要材料。

2) The prospective investors desiring to establish industrial undertakings in the Zone shall submit duly filled FORM – E1 and FORM – E2 with a business plan or a feasibility study, scrutiny fee and other necessary documents for initial screening and due diligence process. In addition to this, the applicant shall have a meeting with the Health safety & Environment Consultant of GFZC for discussion on the possible effluents, industrial waste, chemical solvents, gaseous discharges and toxic pollutants requiring specialized treatment.

若投资方有意向在自由区内开展工业制造,应填写完成并递交表格—E1 和表格 E2,同时提供商业计划书或可行性研究,缴纳审核费,提供初步筛选和审查所需的必要材料。此外,申请人应会见健康与安全部门咨询师,一并商讨并针对可能产生的排污、工业垃圾、化学试剂、气体排放、有毒污染物提出专业的解决方案。

3) All the sections of FORM-E1 and FORM-E2 should be duly filled as incomplete application may cause delay in the approval process. Extra sheets may be used to elaborate the points in case of inadequate space in the application forms.

应填写完整表格—E1 和表格—E2 中的所有内容,如未填写完整可能会延误审批流程。附表用于详细阐述申请表中未阐明的部分。

4) The Metric system be used for describing all units of measurement, US \$ for currency details and HS (Harmonized System) code for import, export and re-export details.

十进制被用于描述所有度量单位、美元汇率和进出口、再出口详情的海关编码(统一制度)。

5) The complete set of documents shall be submitted to the following address: 所有材料准备齐全后,请递交到以下地址:

Gwadar Free Zone Company Ltd.

瓜达尔自由区有限公司

Address: No.1, Pakistan-China Friendship Road, Gwadar, Pakistan

地址:巴基斯坦瓜达尔中巴友谊大道1号

Tel: (0092) 086-4212292

联系方式: (0092)086-4212292

LICENSE APPLICATION FORM (For all kind of businesses) 执照申请表(适应于所有业务)

1) Applicant Details 申请人详情:

Name of Applicant 申请人姓名:
Nationality 国籍:
Applicant ID / Passport No 身份证号码/护照号码
Address: (street, city, country, zip code) 地址:
2) Project Details 项目详情 :
Name of Company / Project 公司/项目名称:
Legal Status : New Company: Branch Company:
Address in full (P. O. Box)地址:
Phone 电话:Fax 传真:
F_mail 邮箱· Website 网扑·

3)	Type of Registration(Please tick the relevant box)注册类型(请在相应方框打√)
	New Company 新公司
	Branch Company 分公司
4)	Proposed Business Operations (Please tick the relevant box) 拟开展的经营活动(请在相应方框打√)
	Trading
	Industrial
	Logistics
	Services
	International Transport

Please provide a brief description of industrial undertaking and in case of trading, service provide the list of products / commodities so that they could be included in the License.

请对工业制造进行简要描述,或提供贸易、服务业所包含的产品或服务的清单,以便添加到执照描述中。

CHINA OVERSE	swithmentality
5)	Proposed Name of Company in FZ 自由区入园企业计划使用的名称:
	First Name Option* 第一名称:
	Second Name Option 第二名称:

The name of the company cannot be used until approval granted by the GFZC. 企业名称须待自由区公司批准后方可使用。

6) Shareholder Details 股东信息:

No. 序号	Name 姓名	Address 地址	# of Shares 持有股份	Total Value of Shares (US \$) 股份价值(美元)
1				
2				
3				
4				

7) Director Details **董事信息**:

No. 序号	Name 姓名	Address 地址	ID / Passport No. 身份证号码/护照 号码
1			
2			
3			
4			

8) Manager / Legal Advisor Details **经理人**/法人代表信息:

No. 序号	Name 姓名	Address 地址	ID / Passport No. 身份证号码/护照号码
1			
2			

9) Banks Details **银行信息**:

No. 序号	Name 姓名	Address 地址	Tele- Phone 电话	Fax 传真	Email 邮箱	Financial Assistance (if any) 财政援助 (如有)
1						
2						

10) Facilities Requirements(Please tick the relevant box)设施要求 (请在相应方框打√)

Please provide the details of facilities required in the FZ with tentative date. 请在暂定日期前提供自由区内所需设施详情。

Standard Office 标准办公室:	Warehouse: 仓库	
Light Industrial Unit: (LIU): 轻工业	Industrial Plot: 工业	

Sr. No. 序号	Details of Requirements of Facilities 所需设施详情	No. of Units Required 所需数量	Area in Square Meters 所需面积(平 方米)	Tentative Date Facilities Required 暂定日期
1	Office Space 办公室 m², m², m²			

中国海外港口控股有限公司 中国港控 China Overseas Ports Holding Company

2	Warehouse 仓库
	m ² , m ²
3	Light Industrial Unit (LIU) 轻工业 m², m²
4	Industrial Plot 工业

11) Human Resource Requirements(*):人力资源需求(*)

Please provide the details of total workforce required for the business:

请提供所需劳动力数量:

Sr. No. 序号	Manager 经理人	Supervisor 总监	Skilled 熟练	Semi-skilled 半熟练	Unskilled 无技能
Male 男					
Female 女					

12) Project Cost (Million US \$):项目费用 (美元):

No. 序号	Description 描述	Cost in US \$ (Millions) 费用(百万美元)
1	Building (In case of Construction by the Client) 建筑(如客户需要自行建设)	
2	Plant and Machinery 机器和设备	
3	Furniture & Fixtures 家具&固定资产	
4	Erection / Installation 装置和安装	
5	Vehicles 车辆	
6	Working Capital 运营资本	
7	Contingencies 应急费用	
8	Others 其他	
	Total 共计	

(*)GFZC would encourage commitment of applications for engaging locals.

(*)自由区公司鼓励入园企业优先聘用当地劳工。

13) Anticipated Cargo Movement Details (Tons):预计货物运输详情(吨):

Please give below the anticipated cargo movement of your proposed business:

请提供拟开展业务所需的货物运输信息:

Description	1 st Year 第一年			2 nd Year 第二年			3 rd Year 第三年					
描述	Ton 吨		Con	o. of tainer 箱数量	To		Cont	o. of tainer 简数量		ns ŧ		. of ainer 首数 量
	Imp 进/出	_	-	Exp 出口	Imp 进/b	Exp 出口	_	Exp 出口	-	Exp 出口	Imp 进/t	
Through Gwadar Port 通过瓜达尔港												
Through Air Cargo 通过空运												
By Road 通过陆运												

14) Utilities Requirements:所需公共设施:

a)	Electricity 电 :		KVA 干伏安
----	------------------------	--	---------

- b) Water 水: ------ Cubic Meter / day 立方米/日
- c) Gas 气: ----- MMBTU/ day 百万英热/日
- d) Telecom 通讯: ------ No. of Telephone Line 电话线数量

e)

15) Undertaking 承诺书:

I / We hereby declare that all the details given by us in this Form are true and accurate and I / We hereby agree to abide by all the Rules, regulation and Conditions prevailing in the Free Zone and time to time issued by the Gwadar free Zone Company.(*)

(*)Any additional undertaking by applicant on account of CSR, environment, gender parity and local resource preference would be appreciated and may add to feasibility marks.

Name & Signature of Authorized Signatory

签署人特此声明本申请书所提供的信息准确无误,并愿意遵守瓜达尔自由区公司发布的管理规定、规章制度,以及自由区公司颁布的其他规定。(*)

(*)任何关于社会责任、环保、性别平等和优先利用当地资源的附加承诺将会增加申请书的审核评分。

授权签署人的姓名:			
签名:			
	Date ⊟	期:	
	For Official Use	e 审核方填写	
Approved 批准 Remarks : 备注		Not Appro	
Name 姓名	Designation 职务	Signature 签名	Date 日期

Annex – E2

执照申请书附表(工业项目)

ADDITIONAL FORM(For Industrial Projects) 附表(供工业项目)

A - Project Information

A-项目信息

Tentative date of start of construction 预计开工日期	
Tentative date of completion of construction 预计完工日期	
Tentative date of start of production operations 预计运营日期	

B - Project Utilities Requirements

B-项目所需的公共设施

Electricity (Annual)电 (年度)	KVA 千伏安
Water (Annual)水(年度)	Meter Cube 立方米
Natural Gas (Annual)天然气 (年度)	MMBTU 百万英热
Telecommunication 通讯	Lines线

C - Manpower Requirements

C-人力需求

No. 序号	Manager 经理人	Supervisor 总监	Skilled 熟练	Semi-skilled 半熟练	Unskilled 无技能
Male 男					
Female 女					

D - Raw Material Requirements

D-原材料需求

Imported Raw Material (Attach details)进口原材料(附详情)	Tons 吨
Local Raw Material (Attach details)当地原材料(附详情)	Tons 吨
Machinery & Equipment (Attach details)机械&设备(附详情)	Quantity 数量
Other Requirements 其他要求	

E - Production Capacity

E-生产能力

Annual production capacity 年度生产力	
Ratio of local manufacturing 当地制造比例	
Products details (Attach list)产品详情 (附表)	
Future expansion details 未来发展详述	

F - Health, Safty and Environment Issues

F-健康、安全和环境

I - Products

1-产品

II - Processed Raw Materials II-原材料加工

Name of Product 产品名称	Consume Rate 消耗速度	Type of storage 存储类型	Method of Delivery 运输方式	Precautions to prevent pollution 预防的有效措施	Hazard Classification 危险等级
Description 描述	Tons/day or Cubic Meters /day 吨/日或立方米/	Bulk, Tanker, Drums etc 散装、油管、筒 等	Ship, Road or Air 海运、陆运、 空运	(e.g. spillage, emissions) (泄露、排放)	Flammable, Toxic etc. 易燃物、有毒物质 等

Type of Fuel*:燃	料类型	
Natural Gas	Furnace Oil:	Other (Please Specify)
天然气	燃料油	其他(请详细指出)
*Kindly note that F	Fuels of less than 1% of S	Sulphur content only are permissible
请注意硫排放低于	1%才可以被批准。	
III - Waste Airbor	rne	
III-气体排放		

Source (Point Sources& Fugitive) 来源 (固定&不固定来 源)	Volume rate of Emission (m³/hr) 排放体积比(立 方米/小时)	Pollutant content (Ug/m³ or mg/m³ or g/m³) 污染物量	ProposedTreatment / MitigationSystems 应对方案/缓解系统	ChimneyHeight (m) (Proposed) 烟囱高度(米)		

IV - Liquid Waste IV-液体排放

Source (From process, washings, laboratory cooling etc.) 来源 (来自加工、 洗涤、冷却	Rate of Generation (Ipd or gpd) 排放比例	Type and chemical content include. Total Heavy Metal Content etc. 化学类型包括总重 金属含量等	-	Quality (Attach typical Analysis Repo 特性 (附专业分析报告)			Proposed Treatment and / or Disposal Method 解决方案和处理办 法
			COD	BOD	S.S	PH	
1.							
2.							
3.							

V- Solid Waste V-固体废料

Source 来源	Type and Composition 污染物类型	Rate of generation (kg/day) 排放比例	Proposed treatment and /or method of disposal 解决方案和处理办法	Hazard or Classification 危险分级
1.				
2.				
3.				

VI - Dust & Smoke VI-尘&雾

Sources 来源	Rate of Emission 排放比例	(Micro gram,Milligram,gm) 污染物(微克、毫克等)			,gm) 等)	Propose Treatment 解决方案	Height of Chimney 烟囱高度
		Gaseous	Solid	vapor	odor		
1.							
2.							
3.							

VII- Noise Level VII-噪音污染等级

Time 时间	Construction 建筑	Operation 运营
	() dbs.	() dbs.

VIII - Effects on Environment VIII-对环境的影响

	Expected Effects on various Environmental Elements 对各种环境因素的预计影响						
	Element	Effect					
	因素	影响					
1.	Infrastructure 基础设施						
2.	Public Health 公共卫生						
3.	Wild Life 野生动物						
4.	Marine Life 海洋生物						
5.	Soil 土壤						
6.	Underground Water 地下水						
7.	Atmosphere 大气						
8.	Natural Scenes and Beauty						
	Elements 自然风光						
9.	Archeological Assets 考古						

G - Description of Production Process

G-生产流程介绍

Please provide process flow diagram / chart and layout of the plant and equipment with activity details with temperature and pressure conditions, warehousing etc. The details of precautionary measures taken in respect of environmental hazards are as under: 请提供生产流程图/表和开展生产经营的机械和设备所学的温度和压力状况、仓储等详情,针对有毒有害物质的预防措施详情。

	iples of Environmental Effects Assessment (In detail): 影响评估(详情):
-	ose measurements and Standards to mitigate the effect on environment: 昔施和缓解措施:
,	other information relevant to Health, Safety and Environment: 可健康、安全和环境相关的信息:
surro 我/我	Te take full responsibility for any effect or damage that may happen onto the unding area due to this project and to remove and repair all kind of damages. 们特此承诺,将承担该项目对环境影响和破坏所带来的所有责任,并将移除或修复
inves their 注:	Gwadar Free Zone Company (GFZC) reserves all rights to bind over the tors to remove any effects and repair any damages occurred due to negligence of project and also keeps the right to impose the adequate penalty accordingly. 以达尔自由区公司(GFZC)保留采取任何措施迫使投资方移除项目对环境造成的不良修复所造成损害的权利,并有权依据管理规定对企业处以相应惩罚。
infor	Ve confirm that all the above data have been carefully reviewed and all the mation provided is correct. 们特此证明,已详细阅读以上信息,并保证所提供信息准确无误。
	e of authorized Signatory: 签字人姓名
Signa	.ture:签名 Date: 日期

Annex – F

租赁协议标准格式

SUB-LEASE DEED

THIS S Deed");	SUB-LEASE DEED is made at		this	_ day	, 201	6 (the "Su	ıb-Lease
BY AN	D BETWEEN THE FOLLOWING PAR	RTIES:					
(1)	GWADAR FREE ZONE COMPAN Ordinance 1984, having its head office a uz-Zaman Road, Gizri, Clifton, Karachi wherever the context so permits, mean ar	nt 3 rd Floc i (hereina	or, (Extensi fter referre	on) Bahria C ed to as the	omplex-IV, (Lessee" whi	Chaudhary ich express	Khaleeq- sion shall
For Sol	e Proprietorship						
(2)	Lessee" which expression shall wherever liquidators and assigns).	and 1	having i	its place (here	einafter referi	ess loca red to as th	nted at he "Sub-
For Par	tnership Concern						
(2)	Lessee" which expression shall wherever	and	having	its p (herei	corporated olace of nafter referred include its si	busines ed to as th	ne "Sub-
E D.:	liquidators and assigns).						
For Pri	vate Limited Company						
(2)		and	having	its p	ny incorpo lace of nafter referre	busines	ss at
	Lessee" which expression shall wherever liquidators and assigns).	r the conte	ext so perm	nits mean and	include its su	uccessors-in	n-interest,
	ssee and the Sub-Lessee are hereinafter all, as the context may require).	lso collec	tively refer	red to as the	" Parties " and	d individua	lly as the

	Annexure
RECIT	'ALS:
WHER	EAS:
(A)	The Lessee on the date of these presents is seized and possessed of or otherwise well and sufficiently entitled to leasehold rights in the land measuring 923 hectares, situated at Gwadar, delineated and described in Annexure II attached hereto (hereinafter referred to as the " Free Zone Area ").
(B)	The Lessee is responsible for planning, development, operation and maintenance of a free zone to be constructed on the Free Zone Area (hereinafter referred to as the "Gwadar Free Zone") and has the necessary powers to sub-lease the same to investors.
(C)	Sub-Lessee following the proposal dated: (hereinafter referred to as the " Proposal ") is desirous of obtaining [Land, Built-up Area] as more specifically defined in Clause No.1.1. of the Sub-Lesse in the Free Zone Area on a sub-lesse from the Lessee and the Lessee following its Letter of Acceptance dated: (hereinafter referred to as the " LOA "), is pleased to sub-lesse the required [Land, Built-up Area] to the Sub-Lessee in terms hereof.
(D)	The Parties expressly agree that notwithstanding anything to the contrary as may be contained in this Sub-Lease or otherwise, the Sub-Lessee shall at all times strictly and completely abide by and be subject to the Gwadar Free Zone Regulations as issued and amended by the Lessee from time to time and which shall for an integral part of this Sub-Lease. The Sub-Lessee shall ensure that all its activities are carried out in accordance with the Gwadar Free Zone Regulations.
NOW follow	THEREFORE , the Parties hereby mutually agree, undertake, covenant and represent as
1.	Purpose & Location
1.1.	In consideration of the herein reserved and the covenants to be performed and observed by the Sub-Lessee as herein contained, the Lessee does hereby demise unto the Sub-Lessee the [Plot of Land, Built-up Area] bearing No admeasuring square metre and situated in the Free Zone Area as per plan indicated and identified in Annexure I attached hereto (hereinafter referred to as the ["Sub-Leased Land", "Built-up Area"]).
1.2.	The [Sub-Lease Land, Built-up Area] is for use and occupation only for the purpose of [Office, Warehouse, Light Industrial Unit, Manufacturing, etc.] under [type of License] (hereinafter referred to as the "Specific Purpose") and for no other use or purpose, whatsoever, except with the prior written consent and permission of the Lessee.
2.	Rent & Non-Utilization Charges
2.1.	In consideration for the grant of a sub-lease in respect of the [Sub-Leased Land, Built-up Area] as per the terms of this Sub-Lease Deed, the Sub-Lessee shall pay:

meter

equalling

sq.

2.1.1. Upfront cost of [Sub-Leased Land, Built-up Area] at the rate

(*)The currency exchange rate would be the state on signing of the Dead.

per __only);

____only)

of US\$ US\$

2.1.2.	Annual Rent at the rate of US\$	<u> </u>	′- (only) per sq. meter _only) per annum to the Lessee during
2.1.3.	Security Deposit of US\$	_/- (only)	_only) per sq. meter equalling to PKF

- 2.2. The Annual Rent is payable on or before 10th of July every year without any deductions and without prejudice to the right of the Lessee to revoke this Sub-Lease and of its right of re-entry upon the [Sub-Leased Land, Built-up Area] and all other rights and remedies that may be open to the Lessee including the penalty at five percent (5%) above official bank rate per annum, if not paid from the date as agreed above.
- 2.3. That in the case of default in the payment of Annual Rent for two consecutive years, unless otherwise permitted by the Lessee, the Sub-Lease shall be liable to termination and the Lessee shall be entitled to reentry on the [Sub-Leased Land, Built-up Area].
- 2.4. That in case of cancellation of the Sub-Lease due to non-payment of Annual Rent, the same would be adjusted against the Security Deposit for the [Sub-Leased Land, Built-up Area] as mentioned in Clause No. 2.1.1. of the Sub-Lease above.
- 2.5. The Lessee, in the case the Sub-Lessee fails to complete the building and/ or install the machinery within the specified period in accordance with the Gwadar Free Zone Regulations, shall be entitled to charge non-utilization fee equal to one percent (1%) of the estimated cost of the work remaining incomplete every month till the work is completed or the Lessee may cancel the Sub-Lease and the plot shall be resumed. The amount paid by the Sub-Lessee shall also be liable to forfeiture.

3. Term & Legal Structure

- 3.1. The Sub-Lessee shall be entitled to hold the [Sub-Leased Land, Built-up Area] for a period of _____ (__) years commencing from [insert starting date] to [insert ending date] (the "Term") subject to the Sub-Lessee observing the terms and conditions of this Sub-Lease.
- 3.2. The legal structure for this Sub-Lease shall be to the effect that the Lessee shall act as the lessor during the Concession Period where after GPA shall be the lessor in respect of the [Sub-Leased Land, Built-up Area] for the remaining period of the Sub-Lease, and all income during such remaining period shall accrue to the benefit of GPA. Moreover, the termination of the Concession Agreement or the Lease Deed in favor of the Lessee shall not affect in any manner whatsoever the Sub-lease executed by the Lessee with the Sub-Lessee, which shall remain valid for the Term. (Article 5.3.2 (b) of CA).
- 3.3. Upon the expiration of the Sub-Lease and subject to any extension granted to the Sub-Lessee by the Lessee and GPA, the [Sub-Leased Land, Built-up Area] shall be transferred to the Lessee or GPA as the case may be and the Sub-Lessee shall have a right to remove all removable assets from the Sub-Leased Land. (Article 5.5.1 (c) of CA).
- 3.4 The Sub-Lessee shall on termination or sooner of the Term, shall quietly and peacefully within six months or sooner, shall pull down and remove all buildings, erections, plant, machinery, engines and fixtures and restore the [Sub-Leased Land, Built-up Area] to such a level/condition as the same was at the time when it was handed over/sub-leased out to it. Moreover, it is agreed that in case the Sub-Lessee does not remove all the property, then it shall be used for the benefit of the Lessee who shall be at liberty to remove, sell or dispose of the same in the manner it thinks fit and proper, without paying any compensation to the Sub-Lessee for or in respect of the same and any expenses in connection with such retention, removal, sell or disposal being recoverable from the Sub-Lessee the charges for the period of six months allowed for removal, at the same rate at which the Annual Rent is payable.

4. **Investment**

4.1.	The Si	ub-Lessee	's com	pany shall be re	gistered as an inde	pendent ei	nterprise/	legal	person i	n the	Gwada
	Free	Zone,	and	its registered	capital shall not	be less	than	US\$			/
	(only).						
					•						

- 4.3. [Clause to be inserted for ensuring the guaranteed investment after considering mode / procedure for the same with senior management]

5. Public Utilities & Other Charges

- 5.1. The Lessee in addition to the Security Deposit and the Annual Rent, shall also pay Electric, Gas, Water and Sewerage charges and surcharge for late payment to the Lessee on or before the date mentioned in the bills and the charges/ bills for Phones, and Fax to the Lessee or directly to the concerned departments/ authorities, as the case may be.
- 5.2. That in case of default in the payment of the aforesaid service charges i.e. Electricity, Gas, Water and Sewerage by the Sub-Lessee, the Lessee shall be entitled to disconnect the supply, provide the facility of the same and the amount so payable shall be recovered before restoration of the facility.

6. **Tax Holiday**

- 6.1. The Sub-Lessee from the commencement of commercial operations confirmed though letter issued by the Lessee and endorsed by the concerned authority(s) shall for period of the first 23 years of the Sub-Lesse Deed be entitled to a tax holiday ("Tax Holiday") as provided in Annexure III [insert the description of the Tax holiday provided to the Sub-Lessee here] attached hereto.
- 6.2. The Sub-Lessee shall after the Tax Holiday pay and discharge all rates, taxes, duties, charges, assessments and outgoings whatsoever which are now or may at any time hereafter be assessed, charged, or imposed upon or payable to the Federal or any Provincial Government, municipality, local body, department or any other concerned office in respect of the Sub-Leased Land or the use thereof or upon the Sub-Lessee and an appointed part of any rates, duties, assessments and outgoings of the nature mentioned herein which are now or may at any time hereafter be assessed, charged or imposed upon the Sub-Leased Land. If the Sub-Lessee defaults in making payments of the taxes, rates, duties charges mentioned herein, the Lessee shall be entitled to recover from the Sub-Lessee an apportioned part of any such moneys.
- 6.3. Notwithstanding anything contained in Clause No. 6.1. above, all imports shall be subject to all the duties and charges mentioned in Clause No. 6.2. above if and when they are taken out of the Free Zone Area except for the purposes of exporting out of Pakistan.

7. Oversight & Construction

- 7.1. The Lessee has the right to oversight, check and evaluation and overall project acceptance of the design and engineering drawings, funds, construction works and project construction planning, etc. of the Sub-Lessee are according to the approved Proposal and the Gwadar Free Zone Rules and Regulations.
- 7.2. The Sub-Lessee acknowledges that it is aware of and shall comply with the Master Plan/ Project Development Plan of the Lessee and undertakes to practically implement the Proposal within the specified time. The Sub-Lessee shall be bound to commence and complete construction in terms of the following:

- 7.2.1. The Sub-Lessee shall be at liberty to transfer, assign, mortgage and create a charge / lien over its rights in respect of the [Sub-Leased Land, Built-up Area] without prior consent in writing but subject to the condition that any beneficiary or transferee of such further interests or rights shall be obliged to adhere to the Master Plan/ Project Development Plan of the Lessee. (Article 5.3.5 (b) of CA)
- 7.2.2. Notwithstanding anything to the contrary as contained herein this Sub-Lease, the Lessee shall always hold the first charge on the land, building and machinery to the extent of its rental dues and all other claims including labour claims which may be legally found due and payable by the Sub-Lessee to the Lessee at any time.
- 7.2.3. The Sub-Lessee shall be required to start construction in line with the approved Proposal not later than 6 months of signing of this Sub-Lease Deed and to complete construction not later than two (2) years of signing of the same. Unless such time period is extended by the Lessee upon written request of the Sub-Lessee, the failure of the Sub-Lessee to meet any of these conditions shall result in penalties as mentioned herein this Sub-Lease and/ or in accordance with the Gwadar Free Zone Rules and Regulations, including the cancellation of the Sub-Lease Deed or condonation of delay as per the Gwadar Free Zone Rules and Regulations. (Article 5.3.5 (d) of CA)

8. **Indemnification**

- 8.1. The Sub-Lessee agrees to indemnify and keep the Lessee well saved and harmless from and against every claim, demand, third party interest, objection, litigation, loss proceedings, suits, costs, damages, liability, quality of work or reservations howsoever arising from any act or default of the Sub-Lessee or its employees, representatives, agents or assigns.
- 8.2 The Sub-Lessee also agrees to indemnify and keep indemnified the Lessee against any loss or expenses in respect of any injury to or the death of any person caused due to any act or default of the Sub-Lessee or its employees, representatives, agents or assigns on the [Sub-Leased Land, Built-up Area].

9. **Insurance**

9.1. The Sub-Lessee shall keep the [Sub-Leased Land, Built-up Area, Building, Structure, Factory, Plant, Machinery] insured with a reputable insurance company of AA rating for the full insurable value against risk of loss or damage by fire, flood, tempests, storms, impacts, explosions, earthquakes, damage by aircraft and from all other insurable risks and to pay the premium for the same as and when the same becomes dues and payable. Adequate fire fighting arrangement shall be provided by the Sub-Lessee in their [Business, Building, Factory] premises. In case of non reconstruction of the [Building, Structure, Factory, Plant, Machinery] within nine (9) months of the receipt of full insurance amount, the Sub-Lease of the [Sub-Leased Land, Built-up Area] would be cancelled, unless allowed otherwise by the Lessee at its sole discretion.

10. Liability for Breach & Termination

- 10.1. The Parties shall comply with this Sub-Lease Deed in good faith. If either Party breaches any clause or obligation under this Sub-Lease Deed, it shall bear the liability for such breach and compensate the other Party for all the loss thus incurred.
- 10.2. In the event of a breach or default, the Lessee may terminate this Sub-Lease immediately or by providing _____ days written notice to the Sub-Lessee to rectify such breach or default. The Lessee may terminate this Sub-Lease, if the breach or default notified to the Sub-Lessee is not rectified within a period of _____ days from notice of the breach or default by the Lessee to the Sub-Lessee.

11. Text & Currency

- 11.1. In general condition, this Sub-Lease Deed is executed in Chinese and English. The space completed in handwriting of this Sub-Lease and attachment comes into force after the Parties affix seals on it to confirm and has the same effect with print literacy.
- 11.2. Unless noted otherwise, all the currency involved in this Sub-Lease is _____

12. Supplementary Articles

12.1. Arbitration

All disputes arising from the performance of this Sub-Lease Deed shall be settled through friendly negotiation between the Parties. If no settlement can be reached through friendly negotiation, any Party may apply for arbitration under the Arbitration Act, 1949.

12.2. <u>Supplemental Sub-Lease Deed</u>

Supplemental Sub-Lease Deed may be entered into between the Parties through consultation for issues not settled in the Sub-Lease or the Gwadar Free Zone Rules and Regulations as appendix thereof, which shall have the same legal force with the Sub-Lease Deed.

12.3. Fossil, coins, etc.

All fossils, coins, oil/petroleum/gas and articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Sub-Leased Land shall be the absolute property of the Lessee.

12.4. Mines, Mineral, Quarry, etc.

The Sub-Lessee shall not dig for any mines, minerals, quarry, clay, gravel or sand in upon or under the Sub-Leased Land except for the purpose of construction approved as per the Proposal and in accordance with the Gwadar Free Zone Rules and Regulations.

12.5. Disposal of Waste and Debris

The Sub-Lessee shall make proper arrangement for the disposals of the debris and other wastage arising out of the construction and maintenance of building and manufacture or conduct of the trade.

12.6. <u>Alteration</u>

This Sub-Lease Deed shall not be modified or altered in any respect unless the same has been reduced in writing, mutually agreed and signed by the Lessee and Sub-Lessee. The rights under this Sub-Lease Deed are cumulative in nature and not exclusive of any other rights available under the law. No waiver of any rights under this Sub-Lease Deed shall be effective unless the same have been reduced to writing, and signed by the Parties.

12.7. Notices

Any notice shall be deemed to have been sufficiently served on the Sub-Lessee or the successors—ininterest if forwarded to it by registered post addressed to its last known address or if delivery by hand at the Sub-Leased Land, and a notice sent by registered post or sent by email shall be deemed to have been given at the time when in due course of post if would be delivered at the address to which it is sent.

12.8. Gwadar Free Zone Regulations

The Sub-Lessee hereby agrees to be subject to and bound by all the terms and conditions set-forth in the Gwadar Free Zone Rules and Regulations as issued and amended by the Lessee from time to time and which shall form an integral part of this Sub-Lease Deed.

12.9. Counterparts

This Sub-Lease Deed is singed in two counterparts, each of which is an original, one each to be held by the Parties, and all of which taken together form one single document.

12.10. <u>Interpretation</u>

Notwithstanding any provisions contained in this Sub-Lease Deed, in the event of conflict between any provision of this Sub-Lease Deed and the Gwadar Free Zone Regulations, the provisions of the Gwadar Free Zone Regulations shall prevail.

12.11. Governing Law

This Sub-Lease shall be governed by and construed in accordance with the laws of Pakistan.

IN WITNESS WHEREOF this Sub-Lease Deed has been executed by the duly authorized representatives of the Parties hereto on the date first above written.
(LEASE)
Signed on behalf of the GFZC.
(SUB-LEASE)
Signed on behalf of the Investor.
(OWNER)
Signed on behalf of the GPA.

SCHEDULE I DESCRIPTION OF SUB-LEASED LAND

[TO BE INSERTED]

SCHEDULE II DESCRIPTION OF GWADAR FREE ZONE AREA

All that piece and parcel of land bearing

On the North by: [•] On the South by: [•] On the East by: [•] On the West by: [•]

SCHEDULE III DESCRIPTION OF TAX HOLIDAY

Annex - G

联系方式

自由区公司:

Gwadar Free Zone Company

地址:巴基斯坦瓜达尔中巴友谊大道1号

Address:No.1, Pakistan-China Friendship Road, Gwadar, Pakistan

联系方式:

Tel: (0092) 086-4212292

卡拉奇办事处:

Karachi Branch Office

Address: 3rd Floor, (Ext.), Bahria Complex – IV,

Chaudhary Khaleeq Uz Zaman Road, Gizri, Clifton,

Karachi, Pakistan

联系方式:

Tel: (0092) 021-35155081

北京办事处:

Beijing Branch Office

地址:北京市东城区中汇广场 C座 1011室

Address: Room 1011, C#, Zhonghui Plaza, Dongcheng District, Beijing, China

联系方式:

Tel: (0086) 010-56759739