FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY
10-MAUVE AREA, G-10/4, ISLAMABAD
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No.15 (7)/2019-HF (A)/4 — 11th October, 2019

Subject: **MINUTES OF 4th MEETING OF THE EXECUTIVE BOARD OF FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY HELD ON 03-10-2019**

The 4th meeting of the Executive Board of Federal Government Employees Housing Authority was held on 03-10-2019 at 3:00 pm under the Chairmanship of Secretary Housing & Works in the Committee Room of Federal Government Employees Housing Authority, Islamabad.

2. The minutes of said meeting are enclosed for kind information / record.

Encl:- As Above

(FAAIZ AALI GILL)
Director (Staff)

Distribution:-

i. Dr. Imran Zeb Khan
Chairman EC / Secretary,
M/o Housing & Works, Islamabad.

ii. Mr. Afzal Latif
Additional Secretary (Cabinet)
Cabinet Division, Islamabad

iii. Mr. Abdul Aziz Uqaili
Additional Secretary-I,
Ministry of Interior, Islamabad.

iv. Dr. Arshad Mahmood
Additional Secretary (Expenditures)
Finance Division, Islamabad.

v. Mr. Zahoor Ahmad
Additional Secretary
M/o Housing & Works, Islamabad.

vi. Mr. Akhtar Jan Wazir
Additional Secretary
Establishment Division, Islamabad

vii. Mr. Khashih Ur Rehman,
Draftsman,
Law & Justice Division

viii. Mr. Tariq Rasheed
Managing Director,
PHA Foundation, Islamabad.

ix. Mr. Shahid Farzand
Director General,
Pak. PWD, Islamabad.

x. Chief Commissioner
ICT, Islamabad.

xi. Chairman
Capital Development Authority,
Islamabad.

xii. Mr. Waseem Hayat Bajwa,
Chief Executive Officer
FGE Housing Authority.

CC:
1. PS to Minister for Housing & Works, Islamabad.
2. S.P.S. to CEO, FGE Housing Authority, Islamabad.
3. All Directors, FGE Housing Authority, Islamabad
4. Office File,

FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY
10-MAUVE AREA SECTOR G-10/4, ISLAMABAD
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Subject **MINUTES OF THE 4th MEETING OF THE EXECUTIVE BOARD OF THE FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY HELD ON 03-10-2019.**

The 4th meeting of the Executive Board of the Federal Government Employees Housing Authority was held on 03-10-2019 at 3:00 pm under the Chairmanship of the Honorable Secretary, Ministry of Housing &Works in the Committee Room of FGE Housing Authority. (The List of participants is enclosed).

2. The proceedings of the meeting started with recitation of the Holy Quran.

3. The Chief Executive Officer, FGE Housing Authority welcomed the members of the Executive board. Following agenda items were discussed in detail by the Board.

Agenda Item No. 1 **CONFIRMATION OF THE MINUTES OF 3rd MEETING OF THE EXECUTIVE BOARD OF FGE HOUSING AUTHORITY HELD ON 04-09-2019.**

4. The Chief Executive Officer apprised that the 3rd meeting of the Executive Board was held on 04-09-2019 and accordingly the Minutes were issued on 17-09-2019. Furthermore, on the minutes, none of the member has sent any observation to the FGEHA.

DECISION:-

5. ***The Executive Board unanimously approved the minutes of 3rd Executive Board meeting held on 04-09-2019.***

Agenda Item No. 2 **REGULATIONS- POWERS AND FUNCTIONS OF CHIEF EXECUTIVE OFFICER OF FGEHA.**

6. The Chief Executive Officer, FGEHA informed the Board that in the last Board meeting, the Executive Board approved Federal Government Employees Housing Authority, Regulations, 2019 (Powers of CEO) with the directions to further delineate the Regulations in order to explicitly define powers delegated to CEO, FGEHA and powers retained by the Executive Board under the Ordinance No. VIII of 2019. In pursuance of the decision of Executive Board a proposal regarding the powers to be retained by the Executive Board and those delegated to the Chief

Executive Officer under the Ordinance, with some additions, has been prepared accordingly details are as under:-

POWERS RETAINED BY THE EXECUTIVE BOARD :

i. To grant approval to purchase or procure through acquisition under the Land Acquisition Act, 1894 (I of 1894) or any other prevailing law for the said purpose, as per approved policy from Federal Cabinet for the time being in vogue, as applicable at the site of the scheme, or otherwise any land or property in Islamabad or any part of Pakistan and hold, manage, reclaim and take possession of such land or property, in accordance with law;

ii. To grant approval to enter into contracts, arrangements, joint venture agreements with any person or firm, for preparation, planning, development, execution, implementation and maintenance of schemes in the specified area, for carrying out the purposes of this Ordinance;

iii. To impose and vary development charges, transfer fee, service charges, toll or other charges in respect of any land or buildings within any scheme in the specified area;

iv. To grant approval to lease, purchase, procure, sell, exchange, mortgage, rent out or otherwise dispose of any property vested in the Authority;

v. To grant approval to modify, re-plan or cancel any scheme or a part thereof in the specified area;

vi. To grant approval to plan and execute mergers and amalgamation with other housing schemes or cooperative housing societies;

vii. To grant approval to obtain loan for the purpose of generating capital for its scheme or seek contributions from members of the schemes or drives announced and floated by the Authority;

viii. To give approval to receive grants from the Federal Government for the purpose of generating capital for its scheme or seek contributions from members of schemes or drives announced and floated by the Authority; and

ix. To accord approval of launching of schemes for Federal Government employees and other specified groups to be determined by governing body

POWERS DELEGATED TO THE CHIEF EXECUTIVE OFFICER:

i. To prepare plans, development, execution, implementation, maintenance, management and regulating of any scheme in the specified area approved by Executive Board.

ii. To accord approval of the layout plans, building plans of the scheme in conformity with the local municipal regulations.

iii. To accord approval for collection of revenues for maintenance of the scheme and enforcement of regulations made under this Ordinance.

iv. To incur any expenditure and procurement of land, buildings, plant, machinery, equipment, instrument and necessary materials for the approved schemes.

v. To carry out, maintenance arrangement, management and provision of all facilities, services and utilities including water, electricity, gas and sewerage for schemes in the specified area.

vi. To do all such acts and deeds and things that may be necessary or expedient for the purpose of proper preparation, planning, development, execution, implementation, management and maintenance of residential and commercial property in the schemes in the specified area.

vii. To recover development charges, transfer fee, service charges, toll or other charges in respect of any land or buildings within any scheme in the specified area as imposed by the Executive Board.

viii. To sanction all administrative expenditure after completion of codal formalities as per financial powers admissible to head of department given in "System of Financial Control and Budgeting, 2006" of the Federal Government.

ix. To assist, supervise and pass any instruction relevant to achieve the above functions.

OTHER POWERS AND FUNCTIONS OF CEO:

FINANCIAL POWERS:

The following financial powers may be delegated to the Chief Executive Officer of FGEHA.

a) Technical Matters — Full Powers

b) Adoption of Systems of Financial Control and Budgeting -2006

c) All powers as admissible to "Head of Department" as per "System of Financial Control and Budgeting "(2006)

ADMINISTRATIVE POWERS:

i. To cause removal of any works obstructing the execution of any project or scheme of the authority

ii. To hold ballots for the allotment of plots in cases where the number of applicants increase the number of available plots

iii. To make appointments and promotions upto BPS 16.

iv. To post and transfer the officials / officers from BS 1 to BS 19 within the organization (FGEHA) under his administrative control.

v. To grant earned leave to the employees in BPS 17,18 and 19 in the Authority and to sanction leave beyond three months to the employees in BPS 1- 16

vi. To sanction all expenditures subject to budget allocation

vii. To declare surplus or unserviceable any store, vehicle, machinery, furniture or any other moveable property

viii. To hire buildings for office and to rent ceilings as prescribed by regulations from time to time

ix. To issue manuals of instructions to regulate the activities of the authority subject to the condition that they are not inconsistent with the Ordinance

x. To do all things that are incidental to and connected with the exercise of the powers as mentioned above.

7. The CEO briefed the members about further additions / changes made in Regulations, Powers and Functions of CEO, FGEHA.

RECOMMENDATION:

08. The above said proposal was placed before the Executive board for consideration and approval so as to carry out the working of the organizations in a smooth and effective manner.

DECISION:-

9. *Board approved delegations of Powers to CEO (including Financial and Administrative powers) as detailed in para-6 for smooth disposal of day to day official business of the Authority.*

Agenda Item No. 3 PROPOSED AMENDMENTS IN FGEHA ORDINANCE / BILL 2019

10. The CEO, FGEHA briefed that Ordinance No. VIII of 2019 promulgated on 12-07-2019. In the previous meeting, the members suggested to refine and improve the Ordinance. For instance, the structure of the FGE Housing Authority comprised of three tier management system i.e. Governing Body, Executive Body and CEO of the Authority, which is not in conformity with the structure of other similar authorities. Likewise some other aspects were also highlighted. Hence, there is a need to bring some amendments in Authority's Ordinance / Bill 2019. The legal consultant of the FGEHA was consulted who proposed following amendments in the Ordinance / Bill 2019 to smoothly run the affairs of the organization.

I. REPLACING THE CHIEF EXECUTIVE OFFICER BY THE DIRECTOR GENERAL:

The Director General to head the organization in place of Chief Executive Officer.

II. EXCLUDING THE ROLE OF THE GOVERNING BODY :

The Governing body is to be excluded and its functions therefore to be carried out by the Executive Board. Accordingly, proposed to exclude the section 4 and section 5 of the FGEHA Ordinance 2019 which relates to the constitution of Governing Body and its functions. The precedence to this effect is found in other similar organizations such as NHA, OGRA, CDA etc. where only one board/body exists.

III. INCORPORATION OF TERMS & CONDITIONS REGARDING APPOINTMENT OF THE DIRECTOR GENERAL:

The Qualifications, terms and conditions for appointment of Director General may be included and made an integral part of the Ordinance.

IV. INCORPORATION OF THE POWERS OF THE DIRECTOR GENERAL:

The powers and functions of the Director General may be incorporated so as to mention it clearly in the ordinance.

V. INCORPORATION OF THE IMMUNITY CLAUSE:

It is proposed that the immunity clause may also be added

VI. **INCORPORATION OF THE ACQUISITION PROCEDURE AS ENUNCIATED IN CDA ORDINANCE 1960.**

It is proposed that the acquisition procedure as laid down in CDA Ordinance 1960 may also be included in the FGEHA Ordinance 2019.

VII. **INCORPORATION OF SECTION REGARDING EXEMPTION FROM INCOME TAX:**

The FGEHA may be allowed an exemption from Income tax for a period of five years from the date of issuance of notification of the authority.

RECOMMENDATION:-

11. A draft FGEHA Ordinance along with the above mentioned proposed amendments was submitted before Executive Board for consideration.

12. The CEO, FGEHA briefed the members about the salient features of the proposed amendments in Authority Ordinance / Bill 2019. The Chairman observed that the provisions of the Ordinance finalized by the Senate Standing Committee, hence, any amendment proposed in the Ordinance / Bill shall be placed before the Senate Standing Committee for approval. The Additional Secretary, Cabinet stated that the decisions of Senate Standing Committee are only recommendations and it is upto the Government to decide either to implement these recommendations or not Hence, if the Chairman and CEO, FGEHA intends to bring about some amendments in Ordinance / Bill 2019, they are fully empowered to bring such amendments. The Additional Secretary, / Draftsman, Law & Justice Division endorsed the comments of Additional Secretary, Cabinet, however, he was of the view that the draft Ordinance / Bill 2019 shall be presented before Senate Standing Committee. The CEO, FGEHA informed the Board that proposed amended Ordinance / Bill 2019 will be presented Senate Standing Committee and also to Law & Justice Division for legal vetting

DECISION:-

13. ***The Executive Board accordingly granted approval for placement of amended Ordinance / Bill 2019 before Senate Standing Committee on Housing.***

Agenda Item No.4 **GREEN ENCLAVE-I, REQUEST OF M/S GREEN TREE (PVT.) LTD. TO CHANGE BANK GURANTEE TO INSURANCE GUARANTEE IN THE CONSTRUCTION AGREEMENT.**

14. The CEO, FGEHA briefed that Joint Venture agreement was signed with M/s Green Tree in 2009. The developers was required to provide 3268 developed plots to FGEHA but due to suo-moto action taken by the Supreme Court and probe by NAB, the development work could not be started. The case was cleared from Supreme

Court of Pakistan in 2013. Thereafter, the developer was asked to start development work on the rates as agreed in 2009. The matter was again take-up to the Supreme Court of Pakistan which decided that a fresh construction agreement be signed with the developer on prevailing market rates / BOQs. In compliance to the orders of Supreme Court of Pakistan and as per decision of the Executive Committee a construction agreement was signed with M/s Green Tree in April 2019.

15. As per the Construction Agreement the developer was required to give performance security in shape of Bank Guarantee, which he has been unable to provide till date. The CEO explained that M/s Green Tree has submitted that they are trying hard to arrange the requisite Bank Guarantee, but complicated and lengthy procedures of Banks, coupled with the placement of construction industry and contractors on negative list by the Banks as per their general / blanket policy, have failed in obtaining the Bank Guarantee. Therefore he has requested that the condition of Bank Guarantee as performance security be replaced with Insurance Guarantee, which is permissible under FIDIC and PEC guidelines. In this regard, sub Clause 10.1, of the standard PEC bidding documents regarding Performance Security, states:

"The text is deleted and substituted with the following:

> *The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either* ***(a)bank guarantee*** *from any Scheduled Bank in Pakistan or* ***(b)bank guarantee*** *from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or* ***(c)an insurance company having atleast AA rating from PACRA/JCR.***
>
> *The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor."*

16. The CEO also referred to following two Office Memorandums are pertinent to mention here whereby important decisions were made by the National Assembly Secretariat (Public Accounts Committee Wing):

a) Vide O.M No. F.10(1)/2013-14/2016-PAC dated 28-04-2017, the Committee (PAC) directed that instruction be issued to all concerned to accept the bank guarantee instead of insurance guarantee while executing the development schemes/projects.
b) Vide O.M No. F.10(1)/2013-14/2016-PAC dated **09-11-2017**, the Chairman, PAC had extended the acceptance of insurance guarantees from AA rating insurance companies to private firms/entities while executing the development schemes/projects.

17. The CEO, FGEHA also informed that FGEHA has not allowed any Price Adjustment/Escalation in the Construction Agreement to M/s Green Tree, it is apprehended that further delay will cause complications in the form of unavoidable price hike with the time and allottees will also suffer.

RECOMMENDATIONS:-

18. The following three proposals were submitted before the Board for consideration:-

a) An Insurance Bond of an equivalent amount may be allowed to M/s Green Tree duly issued by AA Rating Insurance Company with its Rating ratified by PACRA/JCR.

b) M/s Green Tree may be allowed to pledge a land of an equivalent value, as Collateral in the name of FGEHA.

c) A combination of (a) and (b) above or share of both.

19. The CEO proposed for one of the three options as elaborated above. CEO added that if all the proposals at para 18 are not tenable then

I. Option of assignment of project to other contractors with the approval of employer as per FIDIC may be exercised. If M/s Green Tree fails to engage contractor then

II. Permission is solicited from the Executive Board to terminate the construction agreement with M/s Green Tree and hire new firm for the execution and development of project through competitive bidding as per rules.

20. The Board inquired about the financial implication in case of termination of construction agreement with M/s Green Tree. The CEO informed that there would be no financial implication on termination of the contract. But the delay may cause some time and cost over runs.

DECISION:-

21. The Board discussed the matter at length. Board did not approve option as contained in para 18; i.e. Insurance Guarantee in lieu of Bank Guarantee. However, the Board allowed to give contractor time to assign the project to other contractors with the approval of employer as per FIDIC. If M/s Green Tree fails to engage contractor then the proposal at para 19 (II) regarding termination of construction agreement shall be implemented.

Agenda Item No. 5 APPROVAL OF LAYOUT PLAN OF G-14, MARKAZ

22. The CEO, FGEHA informed that Housing Scheme Phase-IV of the FGEHA was launched in 2004 in Sector G-14/1, 2 & 3, Islamabad. About 4820 kanal of land was acquired through Land Acquisition Collector (LAC) under the Land Acquisition Act, in

March, 2004. The Consent Award for sub sector G-14/1,2& 3 was announced on 29-01-2005 @ Rs.590,000/- per kanal and the infrastructure development work was started. A total number of 5486 plots (approximately) were planned in Sector G-14.

23. In this regard, the Wafaqi Mohtasib Secretariat, in its meetings held on 03-07-2018, also endorsed that all the commercial areas of Sector G-14 shall remain in the ownership of FGE Housing Foundation which may dispose it off as per its policy, to generate enough resources for payment of BUPs and development of Sector G-14. Further, it was also decided that CDA will process and approve layout plan of commercial areas located in Sector G-14 as per CDA parameter without any delay

24. FGE Housing Authority had prepared a layout plan of Markaz of Sector G-14 through its consultant M/S Osmani & Co. The same was forwarded to CDA for approval, but despite lapse of considerable time, CDA had been unable to solicit any approval of the layout plan.

25. In terms of Section 7 of the newly promulgated Ordinance, the Executive Board of FGEHA is empowered to accord approval for acquisition of land under Land Acquisition Act 1894 or any other prevailing law and exercise powers for preparation, planning, approval and development of schemes in the specified area for carrying out for purpose of the Ordinance. Further, without prejudice to the generality of foregoing powers but subject to local laws, the Executive Board is competent to accord approval L.O.P, modify / re-plan any scheme etc.

RECOMMENDATION:-

26. Approval of layout plan of Markaz and Class-III shopping centre of Sector G-14 is a pre-requisite to enter into the process of auction of the Markaz plots Apropos above, approval from Executive Board was solicited for the development of Markaz of Sector G-14 which is of prime importance both from the perspectives of residents of Sector G-14 and Federal Government Employees Housing Authority for having a vibrant commercial area and to have sufficient revenues to be paid as compensation for BUPs and to carry out other developmental work at Sector G-14. Moreover, relaxation in height restriction / Floor Area Ratio (FAR) may be granted to develop G-14 Markaz in harmony with Mauve Area of G-13 & 14 as well as in consonance with Federal Cabinet's vision.

DECISION:-

27. *The Board accorded approval to initiate process of planning by making layout plan as per rules/ bye-laws of CDA. Further CEO may approve the layout plan in the light of powers delegated to CEO by Board.*

Agenda Item No. 6 APPROVAL TO ENTER INTO AGREEMENTS OF APPROVED SCHEMES IN 1ST MEETING OF EXECUTIVE BOARD

28. The CEO, FGEHA briefed the Board that after following due procedures and verifications 06 Proposals received as per JV policy were presented in 1st Executive Board meeting of FGEHA. These firms have been shortlisted from 1st, 2nd & 3rd EOIs advertised. At present, 08 No schemes are at the stage -04 evaluation process. The detail is as under:

- One (01) scheme is at the stage of JV agreement wherein, the engineering consultant of FGEHA will ascertain cost of the construction and others as per agreement drawn between two (02) parties.
- Three (03) schemes are being presented for entering into JV agreement and finalization of cost of apartments to be offered.
- 02 schemes are being presented for signing of MOU.

The salient features of agreement in respect of each scheme are as below:

A. **Apartments Scheme at Mouza Bajnial, Rawalpindi by M/s Aryan Builders (Pvt) Limited.**

29. The scheme was presented in 1st Executive board meeting and approval was granted to enter into a JV agreement subject to fulfillment of all codal formalities and agreement on construction cost as evaluated by M/s Nespak.

- The apartment scheme is located at left side of Kashmir Highway adjacent to Top City-I. The bidder has offered 225 Kanals of land for construction of different categories of apartments. Access to the proposed land is provided through 120 ft. wide Main Boulevard of Top City-I.

Title of Firm:	M/S Aryan Builders (Private) Limited
Location:	Village Bajnial, District Rawalpindi.
Area offered & Verified	225 Kanals
Proposed type:	Option-3 (G+09/11= 4000 Apartments approx.)
Status:	• Feasible Access(From Kashmir Highway) • Physical possession/ownership verified by Revenue Authorities • Close proximity to New Islamabad Airport • 150 ft height permission from CAA in that area.

The salient features of the agreement to be signed are as below:

- 60 % share in total commercial area and 10 % share of Residential apartments will be of Private Partner. The private partner will pay the actual cost incurred with regard to land & development to FGEHA in respect of his residential and commercial share.
- The land cost is Rs.2.00 Million/Kanal as valuated by PBA/SBP approved evaluator.
- All applicable taxes on transfer of land shall be borne by the FGEHA
- The construction rate submitted by M/s Nespak is Rs.4,271/sft which include construction cost, 3% contingencies, 1% horticulture charges and Infrastructure development cost. In order to arrive at a workable solution tentative rate of Rs.4,500/ sft is taken.
- Design, Drawings, Engineering documents, payments etc. of the project shall be supervised and vetted by the engineering consultant of FGEHA.
- Cost will be ascertained and paid as per detailed BOQ's and actual work done duly verified by the Engineering consultant of FGEHA
- Development work shall be done by private partner either through himself or through any of his associates/partners subject to submission of registration with PEC in relevant category & codes.
- The total tentative cost of the project will be approximately Rs. 34,115,511,962. The tentative cost of Rs.5,480/sft is worked out by taking Rs. 4500/sft as base construction price and keeping in view the following expected additional costs /expenditures. The tentative working of additional cost impact over and above Rs.4500/sft is as below.

Price of land(M)@ Rs.2 M/Kanal	Land price i/c tax(8%)	Total Covered area to be developed	Tentative Rate of construction+ Infra.	Land Cost Impact	Utility Services Impact	Escalation (2 years project)@ 6.5 %	Taxes (PST) 5%	Approvals(0.1%)	Service charges of FGEHA (2%)	Income tax on promoter@ 1%	Sales tax on developer	Consultancy charges @3%	
Millions	Millions	Sft	Per.sft	Per.sft	Per.sft	Per.sft	Per.sft	Per.sft	Per.sft	Pers.ft	50/sft	Per.sft	Per.sft
450	486	6,224,156	4500	78	160	160.88	233.04	4.5	90	45	50	159.645	54.

Total Cost of the Project = 5481.15 x 6224156
= 34,115.51 Millions

The category wise detail of apartment including the cost of circulation & Parking area

Category	Size of Apart (Sq.ft)	No of Blocks (G+9/11)	No. of Apartm.	Rs./sft	Price of Apartment	Say Rs.
II	**1953.83** (3 bed)	4	860	5480	10,731,648	10,700,000
IV	**1418.8** (2 bed)	5	1195	5480	7,774,750	7,800,000
V	**1051** (2 bed)	21	1890	5480	5,759,480	5,800,000
Total		**30**	**3945**			

B. **Apartment Scheme in Lahore [M/s Best Construction and Rakhshani Builders (Pvt.) Limited]**

- The scheme was presented in 1st Meeting of Executive board and the board accorded approval to enter into a JV agreement subject to fulfillment of all codal formalities and agreement on construction cost evaluated by M/s Nespak.
- M/s Best Construction and Rakhshani Builders have offered 27.5 kanals of land for the site for apartments at Mouzas Thethar, Bedian Road, Lahore. All the preliminary three stages of verification, feasibility and evaluation have been done.

Title of Firm:	**M/S Best Construction &Rakhshani Builders**
Location:	Village The thar ,Lahore cantt, Bedieon Road, Lahore
Area offered:	27.5 Kanals (extendable to 80 Kanals)
Area verified:	27 Kanals
Proposed type:	Option-3 (G+7 = 330 Units)
Status:	• Compact & level Land • Near to DHA phase -9 &Thethar village • Parallel to Hudiara Canal • Access will be improved through Constructing a bridge on Hudiara Drain

The Salient features of agreement are as below:

- The quantum of land offered is extendable subject to verification by concerned Revenue authorities and agreement on cost valuation. The additional piece of land should be contiguous to existing land.
- The land cost of 27.5 kanals is Rs.5.0 Million/Kanal as valuated by PBA/SBP valuer
- All applicable taxes on transfer of land shall be borne by the FGEHA
- The construction rate submitted by M/s Nespak is Rs.4,305/sft which includes construction cost, 3% contingencies, 1% horticulture charges and Infrastructure development cost. In order to arrive at a workable solution tentative rate of Rs.4,500/ sft is taken.
- 10 % of commercial and 10 % of Residential will be share of the private partner.
- The private partner shall be bound to consider all the improvement/additions suggested by M/s Nespak in its stage-05 report. During submission of drawings in detail Planning & Designing phase private partner shall also facilitate FGEHA engineering consultant in making requisite improvements/modifications in design etc.
- Private partner shall be bound to construct and complete the project within 02 years from the date of signing of construction agreement. The FGEHA will prepare the financial model accordingly.
- The change in status of private partner shall be with the consent of FGEHA and subject to relevant laws.

- The total tentative cost of the project is Rs.2,781,778,406 /-.The tentative cost of Rs.5,700 /sft is considered by taking Rs.4,500/sft as base construction price and keeping in view the expected additional expenditures. The tentative working of additional cost impact over and above Rs.4,500/sft is as below:

Price of land	Land price i/c tax(8%)	Total covered area to be developed	Tentative Rate of construction + Infra.	Land Impact + bridge	Utility Services	Escalation (2 years project)@ 6.5 %	Taxes 5%	Approvals (0.1%)	Services charges of FGEHA (2%)	Icome tax on devloper/ promoter @1%	Sales tax on developer @ 50/sft	Consultancy charges @3%	Total
Millions	Millions	Sft	P.sft	P.sft	P.sft	P.sft	P.sft	P.sft	P.sft	P.sft	P.sft	P.sft	P.sft
137.5	148.5	490,273	4500	315	100	160.88	233.04	4.5	100	45	50	165.2603	5673.9

Total Cost of the Project 5673.9 x 490,273

= 2,781.78 Millions

The category wise detail of apartment including the cost of circulation & Parking area :

Category	Area/Size of Apart(SFT)	No of Blocks (G+6)	No. of Apartment	Rs./sft	Price/ Apartment
II	**2050** (3 bed)	1	36	5700	11,685,000
V	**1350** (2 bed)	1	162	5700	7,695,000
VI	**1075** (2 bed)	1	132	5700	6,127,500
Total		**3**	**330**		

RECOMMENDATIONS:

30. In addition to the salient features of Schemes mentioned as per Serial A & B, the JV agreement for land and infrastructure development in the first phase may be concluded with schemes at serial A and B on cost valuated by the PBA/SBP approved valuer. Further features are as under:

a. The title of land shall be transferred to FGEHA. Payment of land shall be paid on pro-rata basis. However, an amount equal to 5% of total land cost will be kept as collateral according to JV policy. The JV agreement constitutes transfer of land and infrastructure development work.

b. JV Partner at serial A shall start the construction of access road, Geotechnical investigation, Boundary wall, Entrance Gate, earthwork for inland road network, feasibility for water etc.

c. Payment of work done will be made as per actual work done. Rate of infrastructure development shall be as evaluated/ quoted by M/s Nespak in its report at stage-04 of evaluation process.

d. JV partner at serial B shall immediately start the construction of Bridge over Hudiara drain and landscaping of Nullah, boundary wall and earth work for internal road network etc after signing of the JV agreement. The cost of bridge shall be made as per actual work done. Cost of bridge shall be as evaluated by M/s Nespak in its report at stage-04.

e. The construction agreement of schemes at serial A and B will be drawn after signing of JV agreement, which will be subject to vetting by engineering consultant of FGEHA and approval from DWP.

f. The tentative cost of construction may be as mentioned herein above. This cost is subject to confirmation/variation as per actual BOQs in construction agreement to be signed after JV agreement.

g. The BOQs will be made on MRS(Market Rate system) of Government of Punjab for relevant quarter and market rates for items not available in MRS.

h. The allotees shall be offered apartments on tentative rates calculated for each scheme. The cost may vary subject to provisions in FIDC /PEC documents which will form the basis of construction agreement.

i. The brochures of schemes will be circulated among the members to invite them for prospective schemes. No payment of land shall be made unless 50 % of total units of FGEHA share will be booked.

C. **M/s Commoners Sky Garden, Islamabad/Rawalpindi**

- M/s Commoners Sky Garden (CSG) have offered 10,000 kanals of land (extendable) in two to three phases at Mouza Kathar and Mengal, Tehsil Murree, District Rawalpindi. In first phase, the JV partner shall provide land in the range of 2500 to 6000 kanals on land sharing basis. Access road and bridge has already been constructed and some portion of infrastructural work has been completed. The terms and conditions as concluded in the agreement are as below:

  (i) The share of FGEHA and CSG in residential area shall be 70:30 (plots & Apartments) and commercial area 55:45 respectively.
  (ii) The infrastructure development work shall be done by the CSG and the CSG shall mutate the land in the name of FGEHA free of cost in different phases. However, expenditure incurred in the transfer/mutation of land shall be borne by the FGEHA.
  (iii) The FGEHA will pay the cost of existing portion of infrastructure work and cost of which is to be assessed by two engineering consultants, one from each side, payable in two installments.
  (iv) The development cost of all the residential plots shall be borne by the FGEHA.
  (v) Separate construction agreement shall be signed within 90 days of signing of JV agreement which will be duly vetted by FGEHA engineering consultant.
  (vi) Construction of Apartments on share of FGEHA may also be done by CSG, with first right of refusal through PEC registered developer having registration in relevant category.
  (vii) The final construction agreement shall be signed subject to
    - Clearance of land for Housing scheme by concerned Revenue & development authority
    - Conclusion of legal / court proceedings& inquiry if any having impact and impeding the project.

RECOMMENDATION:-

31. In light of the salient features mentioned, the JV agreement may be executed between M/s Commoners sky gardens and FGEHA, in the Mouzas Kathar and Mengal. The payment of infrastructure development already executed will be strictly subject to clearance of land and mutation / possession in the name of FGEHA by concerned revenue authority.

D. M/s International Trade Link(ITL) land offered in Deh Jam Chakro and DEH Safooran Karachi

32. The firm offered to construct 4416 apartments on 107,932 sq.yards of land in Deh Jam Chakro Sarjani town, Karachi and 1140 apartments on 70,664 sq.yards land in Deh Safooran District Malir Karachi

i. The land title of Deh Jam chakro was verified through DC Karachi

ii. The feasibility of both lands has been assessed by M/s Nespak and recommended for construction subject to fulfillment of certain conditions

iii. The M/s ITL has offered to construct apartments on end product basis @ Rs.6,000 /sft in Deh Jam chakro and Rs.7,000/sft in Dehsafooran on turnkey basis as end product.

✓ The salient features of MOU are as below:-

- The cost shall include all construction cost, cost of land, utilities, all overhead, direct, indirect expenses & taxes etc to be incurred on the project complete in all respect.
- FGEHA shall offer his apartments to his members at the rate of Rs.6,000/sft (Deh Jam chakro) and Rs.7,000/sft (Deh Safooran) respectively subject to any revision at FGEHA's end.
- M/s ITL shall be responsible to construct the apartments on turnkey basis and follow specifications given by FGEHA.M/s ITL will also make sure proper access
- The categories of apartments including square feet area for each type shall be same as submitted in the proposal.
- The construction agreement shall be approved by DWP after being vetted by the engineering consultant
- The FGEHA engineering consultant shall supervise quality of construction and will recommends amount payable during the construction phase
- The cost of supervision and vetting of drawings designs etc will be included in the quoted price. The process of hiring of consultant shall be made by FGEHA and payment will be released from account made for this purpose
- M/s Nespak reports on stage-2 & 3 and Stage-04 for said schemes will form the basis for evaluation for entering into an Agreement
- 10 % of commercial shall be of private partner and 10 % of residential apartments may be offered to private partner

- Land Title shall be transferred in the name of FGEHA after signing of agreement. 20% payment of land shall be upfront, while rest of the amount will be clubbed with development work.
- Mobilization advance will be paid as per FIDIC/PEC documents guidelines
- Construction agreement shall be made on the basis of PEC/FIDIC guidelines
- M/s ITL shall ensure compliance to local by-laws during architectural designs, drawings. Sound engineering practices will be used to ensure efficient and safe designs.
- FGEHA will approve layout plans, drawings etc subject to fulfillment of all codal formalities as per the local by-laws
- The period of completion of project for both locations shall be 03 years from the date of signing of construction agreement. Escalation will be applicable in second year only as per PEC/FIDIC guidelines. There will be no escalation in extended period
- FGEHA will issue all the letters and transfer/ sale purchase of apartments as per rules and policies of FGEHA.
- M/s ITL will prepare and submit all engineering documents on standardized formats
- Construction agreement shall be made within 45 days of signing of MoU. The land shall be transferred within 15 days of signing of construction agreement
- M/s ITL bills/ IPC's shall be subjected to deduction of applicable taxes. The cost offered by private partner is inclusive of all types of taxes
- FGEHA will prepare a financial model of both the schemes and make payment from account exclusively opened for said projects

RECOMMENDATION:-

33. The above salient features of MoU may be considered & permission to enter into construction agreement may be granted.

34. The Chairman and the members observed that the approval of the schemes have already been granted by the Executive Board in its 1st meeting held on 09-08-2019, hence, further procedural issues shall be decided by the management of the FGEHA on its own level. The CEO informed the Board that as per Section 7 of FGEHA Ordinance No. VIII of 2019, the powers to grant approval to enter into agreements/contracts for preparation, planning, development, execution, implementation and maintenance rest with the Executive Board of FGEHA, hence, all the contracts requires approval of the Executive Board. Moreover, in the above mentioned schemes stage-4 assessment done by NESPAK, therefore, formal approval to enter into agreement to launch these schemes is required. Besides, in future approval to enter into construction agreements with respect to these shall be brought into Board as per the mandate provided in Section-7 of Ordinance.

DECISION:-

35. The Executive Board accordingly granted the approval and allowed CEO FGEHA to enter into the JV agreements in the light of salient features and recommendations elaborated above with those JV partners who have completed pre-requisites and have reached stage-4 of evaluation process being done by NESPAK.

Agenda Item No. 7 APPROVAL TO INITIATE HOUSING PROJECT AT SECTOR F-12 FOR FG EMPLOYEES AND OTHERS

36. The CEO informed that the Ministry Housing & Works initiated a Summary for the Prime Minister on 23-04-2005 for allocation of land in Sector F-12, Islamabad in favour of FGEHF (now authority) for development of housing scheme for Federal Government employees and others specified groups. The then honorable Prime Minister of Pakistan approved the proposals submitted by M/o Interior vide para –7 (i) (ii) and (iii) of summary which are re-produced as under:-

i. CDA will allocate one full sector i.e. F-12 measuring about 750 acres to the Federal Government Employees Housing Foundation for allotment of plots to Federal Government employees on ownership basis.

ii. CDA will develop and maintain the infrastructures of work, sewerage and water supply etc. as CDA is the body responsible for development of sectors of Islamabad.

iii. CDA will retain commercial areas for allotment of auction.

37. CEO, FGEHA further stated that the FGE Housing Authority being a self-finance organization, accordingly manage its finances for development of housing schemes and also subsidize plot for FG employees through auction of commercial area. Since the commercial area was planned to be retained by CDA and it also demanded Rs. 40 billion for the acquisition of Sector F-12, therefore, it was not possible during this period for the FGEHA to acquire land in Sector F-12, thus matter remained pending. The above situation was brought into the notice of Prime Minister Office and held various meetings with the CDA authorities which were not fruitful. The Housing Authority also wrote a letter to the Land Acquisition Collector, Islamabad to issue notification of Sector F-12 in terms of Section-4 of Land Acquisition Act, 1894 but the same was never implemented. Hence, launching and development of housing scheme in Sector F-12 could not be initiated.

38. It was further apprised that Sector G-13, Islamabad was allocated to FGEHF in 1996. During the acquisition process of the sector, it was revealed that area measuring 33.70 acres at Dhoke Miran Redoubt Tank in Sector G-13 was owned by M/o Defence since, 1892. In this regard a meeting was held in December, 2005 in the office of Secretary Defense which was also attended by the Secretary (H&W). During the meeting it was decided that in lieu of 33.70 acres land of Sector G-13, equal piece of land will be given to Ministry of Defence in Sector F-12, which was at that time under consideration for acquisition by FGEHA. On 16-02-2006 an undertaking was given by the then Director General of Housing Authority that after the acquisition of land, Ministry of Defence will be compensated with the equal piece of land in F-12. This decision made the development work of Sector G-13 possible. However, the commitment of then DG (FGEHF) could not be fulfilled as the sector was not acquired by the Housing Foundation.

39. The FGEHF announced auction of commercial plots in Sector G-13, the Ministry of Defence (MoD) through newspapers informed the general public not to show any interest in the said auction owing to their claim in some land in the G-13 Markaz, which led to the cancellation of the said auction. In order to resolve the matter amicably, several meetings were held in the MoD under the Chairmanship of Minister for Defence and CADD. In a meeting held on 25-05-2016, it was decided that a sub-committee will be constituted to resolve the matters with the satisfaction of all the stakeholders. The sub-committee held four meetings, wherein, it was decided that another Summary for the Prime Minister carrying contentions of MoD, CDA and FGEHA may be moved by DG, FGEHA to proceed with acquisition of land. Before submitting the Summary they will share its contents with M/o MoD, HQ, ML&C.

40. Due to dispute with MoD, the FGEHA is unable to auction commercial plots in Sector G-13 which is its main source of revenue generation, thereby severely hampering rehabilitation work in Sector G-13. Therefore, it has now become imperative for FGEHA to acquire land in Sector F-12 on feasible terms and conditions, in order to accommodate MoD and also registered members of Membership Drive-II of FGEHA on the age-wise seniority basis.

RECOMMENDATIONS:-

41. Following recommendations made by the CEO to resolve this long outstanding matter:

i. Decision of the Hon'ble Prime Minister dated 26-07-2005 for allocation of Sector F-12 to FGEHA may be maintained with a few amendments whereby infrastructure of roads, sewerage, water supply be carried out by FGEHA.

ii. Furthermore, FGEHA will also retain the commercial area for allotment by auction, so as to clear the land from BUPs and cross-subsidize to members.

iii. 33.70 Acres land to be reserved for M/o Defence in lieu of land of G-13 Markaz to resolve long outstanding issue.

iv. Accordingly, the Executive Board may allow to start acquisition process of sector F-12 under the provisions of FGEHA Ordinance 2019.

42. The Board Members discussed the matter in detail. The Chairman observed that there were some differences in the stance of CDA to that of FGEHA, therefore in the first instance the matter may be taken up with CDA and in case it is not resolved then summary for Federal Cabinet may be initiated.

DECISION:-

43. The Board suggested to take up the matter with CDA authorities to reach consensus, in case matter is not resolved then take up afresh by initiating a Summary for the Federal Cabinet for acquisition of Sector F-12, in the light of above referred recommendations.

Agenda Item No.8 APPROVAL FOR SUBMISSION OF SUMMARY TO FEDERAL CABINET OR PM FOR MAUVE AREA G-12 BY THE EXECUTIVE BOARD

44. The CEO, FGEHA informed the Board that sector G-12 was acquired by CDA on 19-04-1984, but it was not planned and developed according to the CDA by-laws and the sector was gradually occupied by illegal structures. Presently, upto 80% area is encroached and CDA is not keen to take possession of the land. However, recently the mauve area of Sector G-12 has been cleared from encroachment through anti-encroachment drive launched by Federal Government.

45. The mauve area of Sector G-12 is adjacent with two sectors of FGEHA i.e G-13 and G-14 and after the approval of Federal Cabinet regarding change in land use of Sector G-13 and G-14, the master planning of the mauve area for construction of high-rise multipurpose housing units is going on. The CDA has allowed only 7 acres of land for residential purpose to FGEHA. Whereas, FGEHA intends to develop entire strip of mauve area from Sector G-12 to G-15. As the mauve area of Sector G-12 is laying dormant and CDA has no immediate plans to take possession of the Sector. Therefore, FGEHA may be allowed to acquire the mauve area of Sector G-12 for master planning and development of mauve area from G14 to G12 in a coherent manner with the approval of the Federal Cabinet.

RECOMMENDATION:-

46. In view of above foregoing details, it was proposed that a Summary for Prime Minister/ Federal Cabinet, may be initiated for allocation of mauve area of Sector G-12 in favour of FGEHA, as per acquisition rates or prevailing CDA rates for mauve area

DECISION:-

47. The Board decided to take up the matter with CDA authorities with regard to acquisition and price mechanism on mutually agreed basis. Thereafter, initiate a Summary for the Federal Cabinet for acquisition of Mauve area of Sector G-12 on agreed terms and conditions.

Agenda Item No.9 APPROVAL OF DWP COMMITTEE TO APPROVE CONSTRUCTION AGREEMENT / PC-1S

48. The CEO, FGEHA informed that in past, the competent authority had constituted a Development Working Party (DWP) of FGE Housing Foundation with the composition mentioned as under :-

i.	Secretary H&W / Chief Executive	Chairman
ii.	Director General, Housing Foundation	Member
iii.	Joint Engg. Advisor, M/o H&W	Member
iv.	Financial Advisor (Works), M/o H&W	Member
v.	Chief (PP&H), P&D Division	Member
vi.	Chief Engineer Planning, Pak PWD	Member
vii.	Assistant Engineering Advisor, M/o H&W	Member
viii.	Director (Tech), Housing Foundation	Member

49. After the promulgation of FGEHA ordinance 2019, and establishment of FGEHA, the afore-mentioned committee needs to be revised due to delegation of powers to Authority which were previously not vested.

RECOMMENDATION:-

50. The fresh composition of the committee was proposed as under :-

(i)	Chief Executive Officer, FGEHA	Chairman
(ii)	Chief Engineer, FGEHA	Member
(iii)	Director Planning, FGEHA	Member
(iv)	Director Finance, FGEHA	Member
(v)	Director Technical, FGEHA	Co-opted Member
(vi)	Chief (Physical Planning & Housing) M/o PD&R	Member
(vii)	Joint Secretary (Expenditure), M/o H&W	Member
(viii)	Joint Engg. Advisor, M/o Housing & Works	Member

The afore-mentioned Committee (DWP) will be responsible for :

(a) The Development Working Party (DWP) shall be constituted and notified to consider and approve the self-financed projects of FGE Housing Authority.

(b) The quorum of DWP will be incomplete without the presence of either representative of the Finance Division and Planning & Development Division.

(c) In case either of these Divisions does not agree to the project proposal or any aspect thereof, the case would be referred to Executive Board for consideration.

DECISION:-

51. The Executive Board approved constitution of Development Working Party (DWP) of the FGEHA and ToRs of the DWP as proposed.

Agenda Item No. 10 TERMINATION OF JOINT VENTURE AGREEMENT/ CONTRACT OF FGEHF WITH M/S ICSE & CO.

52. The CEO, FGEHA briefed that FGE Housing Authority executed a joint Venture Agreement with M/s International Centre for Services Exchange & Co (ICSE) on February 16th 2018, regarding development of housing scheme at the Mauza Kathar and Mangal, District Rawalpindi. Since execution of this agreement, the performance of M/s International Centre For Services Exchange & Co (ICSE) has remained non-satisfactory and non-serious. Vide clause 5 of the agreement regarding "possession of developed residential plot which is reproduced as under;

> ***Party** 'B' shall be responsible to handover possession of developed residential plots both to the members of Party 'A' as well as to the general public, within the mutually agreed time not exceeding **24 months** on agreed price. In case of any force majeure, the period can extended to 36 months, with mutual written consent of both parties.*

53. The agreement was executed on February 16th, 2018 and after elapse of 19 months neither documentation has been fulfilled by the M/s International Centre For Services Exchange & Co (ICSE) nor any physical development has taken place. The clause 2 of the agreement regarding 'location and access of proposed scheme' is reproduced as under,

> *And whereas, for the right of way, an independent/ irrevocable agreement would be executed between M/s Commoners Sky Gardens (Pvt.) Ltd. and Federal Government Employees Housing Foundation which would be imperative contractual obligation of Party 'B', at the time of first transfer of title / mutation of land.*

54. Till to date, neither any land has been mutated to FGE Housing Authority nor any agreement regarding access with M/s Commoners Sky Gardens has been executed, which was the sole responsibility of the Party 'B'.

55. F. G. E. Housing Authority made correspondence vide no. (EOI-PD-Dev/ Partner)/2016-HF dated October 23rd,2018 to M/s International Centre For Services

Exchange & Co (ICSE) regarding 'mutation of land for Green Enclave-II, Bhara Kahu' Vide this correspondance a reference to clause 4(f) of the JV Agreement was made which stated that conducting a joint visit, comprising of members from both parties. and subsequent joint report is a pre-requisite for mutation of any set of land parcel in favour of Party A. Consequently no satisfactory response/ reply was received by F. G. E. Housing Authority in this regard from M/s International Centre For Services Exchange & Co (ICSE).

56. Furthermore, a letter bearing no 12(1)PD-Inquiry/2017-HF dated January 24th 2019 whereby the decision of 156th meeting of the Executive Committee was conveyed to M/s International Centre For Services Exchange & Co (ICSE) by F. G. E. Housing Foundation. In this regard no progress regarding 80 feet wide independent access from the project site leading to Murree Express Way has been conveyed by F. G. E. Housing Foundation to M/s International Centre For Services Exchange & Co (ICSE). Moreover other concerns raised by F. G. E. Housing Foundation regarding compactness of project land, surety that the project site is free from any legal encumbrances, empirical evidence ensuring that the land chunk to be transferred must conform to the title of land under transfer and all the necessary arrangements made with concerned DCs for smooth transfer of land have not been addressed satisfactorily so far.

57. It seems that M/s International Centre For Services Exchange & Co (ICSE) has been unable to abide by the clauses of the agreement. Because of this non serious and reluctant attitude of M/s International Centre For Services Exchange & Co (ICSE) F.G.E Housing Authority is left with no other option but to revoke the said agreement

58. Apropos above, the subject mentioned Joint Venture Agreement with M/s International Centre For Services Exchange & Co (ICSE) may be revoked In this regard, the relevant clause of the agreement, Clause 19, under heading "DISPUTE SETTLEMENT MECHANISM" is reproduced as under,

> *"Every dispute or difference arising between the parties as to the interpretation, operation, or effect of any clause in the agreement which cannot be mutually resolved, shall be referred to the Executive Committee of Party A. If not resolved than the same shall be referred to the sole Arbitrator, which shall be nominated by the mutual consent of the parties. The decision of the sole Arbitrator shall be binding on the Parties. The Arbitration Act, 1940 and rules made there under shall be applied to the arbitration proceedings under this clause. The venue of Arbitration shall be Islamabad."*

RECOMMENDATION:

59. Approval to proceed further in the matter by revoking the Joint Venture Agreement with **International Centre For Services Exchange & Co (ICSE)** regarding development of housing scheme at the Mauza Kathar and Mangal, District Rawalpindi, was solicited from the Executive Board.

60. The Chairman and Board members inquired about any financial implications of termination of the agreement with M/s ICSE. The CEO informed the Board that no payment has been made to the JV partner by the FGEHA, therefore, there is no financial implications in case of termination of the contract

DECISION:-

61. The Executive Board allowed FGEHA to go ahead for termination of Joint Venture agreement with M/s ICSE.

Agenda Item No.11 CASE OF MR. MUHAMMAD ASHFAQ, DEPUTY CHIEF MANAGER, NESCOM / IMPLEMENTATION OF RECOMMENDATIONS OF WAFAQI MOHTASIB AND DECISION OF THE PRESIDENT OF PAKISTAN

62. The CEO, FGEHA informed that the Senior Advisor (IMP), Wafaqi Mohtasib (Ombudsman)'s Secretariat, through a letter dated 04-09-2019 has informed that during the Implementation proceedings, held on 03-09-2019, it was agreed that case pertaining to Para-4 of the President orders, may be placed before the Board of Directors for consideration / decision and would inform this Secretariat about the final outcome within 30 days.

63. The Para-4 of the Presidential Order is reproduced as under:

> *"The complainant sought review of the said decision mainly reiterating the stance pleaded earlier. During the proceedings, the Agency undertook to place the matter with regard to employees of the Strategic Organizations i.e. NESCOM before its Board of Directors in the next meeting for consideration in the light of National Command Authority / Strategic Plans Division would be eligible to participate in all welfare schemes including allotment of plots. The learned Mohtasib, therefore, partially accepted the review petition of the complainant vide revised findings dated 06-10-2017 and modified the original findings dated 07-06-2017 to the extent that the Agency would place the matter regarding eligibility of the employees of NESCOM etc at par with other government employees before its Board of Directors in the next meeting for consideration / decision and would inform the complainant about the final outcome within 30 days".*

64. It is relevant to mention that above mentioned order pertains to a complaint filed In Wafaqi Mohtasib by Mr. Muhammad Ashfaq, Deputy Chief Manager, NESCOM

Headquarters, Islamabad. He has pleaded to include the NESCOM under FG Retirees quota instead of Autonomous Retirees quota. He maintains his claim on SRO / Notification dated 25th January, 2010 published in the Gazette of Pakistan whereby *Prime Minister of Pakistan was pleased to approve that employees of following Strategic Organizations would be treated equal to government employees paid out of Defense estimates and would be eligible to participate in all welfare schemes such as allotment of plots, admission in educational institutions, benefits / rebate in rate of taxes etc excluding free medical facilities.*

65. As per quota policy duly approved by the Executive Committee in its 142nd meeting, Autonomous Bodies quota stands reserved for serving as well as retired employees of Autonomous bodies working under the administrative control of the Federal Government (4% for serving employees and 1% for retired employees). The seniority of following six Strategic Organizations working under the National Command Authority (NCA) / Strategic Plans Division (SPD) alongwith other autonomous bodies like WAPDA, OGDCL, etc is maintained under Autonomous Bodies quota on agewise seniority basis.

A Pakistan Atomic Energy Commission (PAEC)
B Kahuta Research Laborites (KRL)
C SUPARCO
D NESCOM
E National Development Complex (NDC)
F Project Management Organization (PMO)

66. Whereas; as per quota policy duly approved by Executive Committee in its 142nd meeting, the FG quota (56% for serving and 20%{10% OR 10% NR} for retired employees) stands reserved for serving as well as retired employees of Federal Ministries Divisions, Attached Departments and their Sub-ordinate offices (Declared as such and included in the Rules of Business).

67. Mr. Muhammad Ashfaq, Deputy Chief Manager, NESCOM is registered member in Drive-II for allotment of a category-I plot. His seniority is maintained under Autonomous Retirees quota (1%). On agewise seniority his case is not likely to mature in F-14/15 scheme. The tentative merit (likely to mature upto) DOB 13-09-1938 while the DOB of Mr. Muhammad Ashfaq is 04-03-1948.

RECOMMENDATION:-

68. As per terms and conditions and approved quota policy, the instant applicant falls under Autonomous quota reserved for its retired employees and his case will be considered for allotment on agewise seniority at his turn.

69. The proposal is placed before the Executive Board for consideration on the recommendation of Wafaqi Mohtasib/President of Pakistan, regarding status of NESCOM as autonomous organization or FG organization.

DECISION:-

70. The Board approved placement of the case of Mr. Muhammad Ashfaq, Deputy Chief Manager, NESCOM under Autonomous retired quota reserved for retired employees of autonomous bodies as per quota policy of FGEHA.

Agenda Item No.12 ACQUISITION OF 831 KANALS LAND IN SUB-SECTOR G-15/3 TO ACCOMMODATE AFFECTEES OF G-14/1,2,3 AND G-15/3

71. The CEO, FGEHA informed that in the year 2004, Federal Government Employees Housing Foundation (now Authority) launched Phase-IV Housing Scheme (G-14/1,2& 3). During registration, extraordinary response was received by the Federal Government Servants. Against 4500 available plots under Phase-IV housing scheme, more than 30,000 applications were received for allotment of plots in that scheme. Therefore, Capital Development Authority (CDA) was requested to allocate additional land in Sector G-15. Accordingly, CDA Board issued NOC on 23.08.2004 regarding allocation of Sub-Sector G-15/3 subject to formal approval of the Prime Minister to be sought by FGEHA. During the acquisition of land in Sector G-14/1, 2 & 3, local land owners came up with multiple demands especially about their rehabilitation elsewhere i.e. allotment of residential plots.

72. The then Prime Minister constituted a High Power Committee under the chairmanship of Cabinet Secretary to resolve issues in implementation of Phase-IV Zone-I Housing Scheme (G-14/1,2& 3). The Committee in its 2nd Meeting held on 30.08.2007, decided that CDA will finalize revised plan of Sector G-15/3 to accommodate the old and genuine affectees of G-14/1, 2, 3 and G-15/3. The FGEHA proceeded for acquisition of land in Sector G-15/3 for allotment of plots to the affectees of G-14/1,2,3&G-15/3. On acquisition of land, LAC announced compensation of land and BUP amounting to Rs. 1269 million which was paid to the affectees. After compensation, possession of land of G-15/3 was handed over to FGEHA.

73. Further, as per advice of CDA, on 28.02.2019 a summary was moved by FGEHA/ M/o Housing & Works through M/o Interior for seeking formal approval of the Prime Minister regarding acquisition of Sub-Sector G-15/3 measuring 831 kanal land. The Interior Secretary endorsed Summary to P.M Office by adding views of CDA

74. The Prime Minister Office vide their U.O. dated 31.07.2019 returned original summary (without approval) to M/o Housing & Works for following clarifications:-

> "Whether the subject matter / proposal is consistent with the law in vogue given that the legal status of Federal Government Employees Housing Foundation has changed from a Company to an Authority since the submission of the summary".

75. It is pertinent to mention that during submission of the summary, the President of Pakistan promulgated Federal Government Employees Housing Authority Ordinance 2019 (Ordinance No. VIII of 2019) on 12th July, 2019, thus changing the status of FGE Housing Foundation from a Foundation to an Authority. In terms of Section 7 of the Ordinance the Executive Board of FGEHA is empowered to accord approval for L.O.P, modify/ re-plan any scheme etc.

RECOMMENDATIONS:-

76. Following proposals are submitted to the board for deliberation and approval:

i. The Executive Board, being competent forum under Section 7 of Federal Government Employees Housing Authority Ordinance 2019, may decide and approve to launch housing scheme on 831 kanal land in G-15/3 already awarded in the name of FGEHA through L.A.C to accommodate affectees of G-14/1,2, 3 & G-15/3 etc by allotting them plots or apartments on ownership basis as mutually agreed.

ii. The Executive board may approve the planning, development and engineering work of the G-15/3 sector to be carried out in conformity with the CDA bylaws planning parameters and through competitive bidding as per PPRA rules Accordingly, FGEHA may plan commercial areas, I&T centers, schools, college etc. in the said sub sector.

iii. The sector may be reserved to accommodate the maximum number of affectees of sector G-14 /1,2 & 3 and G-15/3 as per the decision taken on 28-06-2017 by committee constituted under the chairmanship of Secretary Cabinet on the directions of the then Prime Minister of Pakistan.

77. The Additional Secretary, Finance Division raised an observation that approval is solicited for planning, development and engineering work of Sector G-15/3 without giving any financial details of the project. The CEO further explained that as per delegation of powers, the CEO is competent to approve the layout plan and initiate the development of scheme. The CEO informed that the approval is being solicited for

initiation of the process and complete technical and financial model will be presented in the forthcoming Board meeting.

DECISION:-

78. ***After detail deliberation Board granted conceptual approval to initiate planning & development. Further as per powers delegated to CEO, the approval of layout plan may be done by adhering to the prevailing byelaws of CDA regarding land use planning & allocations etc. The board also directed to bring again the agenda with detailed financial model (business plan) in the next Executive Board meeting.***

Agenda Item No.13 ISSUE OF CONVERSION OF TWELVE RESIDENTIAL PLOTS INTO COMMERCIAL PLOTS.

79. The CEO, FGEHA is apprised that the Housing Foundation (now Authority) launched Phase-III housing scheme in the year 1996 in Sector G-13/ G-14/4, Islamabad. Accordingly, 7448 residential and 54 commercial plots were created and subsequently allotted. The possession of residential and commercial plots has been handed over to the allottees/ owners since 2008.

80. Later on, some plots were created by CDA and allotted to the bonafide applicants by the FGEHF as per policy/ rule in-vogue. Whereas, 12 commercial plots were converted into residential plots on the request of Cabinet Division and subsequently the plots were allotted to 08 members of the Executive Committee of the Housing Foundation and 4 other applicants out of merit quota. 4 out of 8 members of Executive Committee have sold their plots to bonafide purchaser in the open market and rest of the allottees retained the ownership of allotment of their plots.

81. On 12-10-2013 the Prime Minister's office issued directives to cancel the plots allotted to Members of Executive Committee of Housing Foundation on the plea that plots allotted in violation of the criteria set out in terms of clause 3 read with clause 4 of the Memorandum and Articles of Association. The Prime Minister office further directed Housing Foundation to cancel the allotment of allottees ab-initio and assume possession with immediate effect and recover the current market price of the plot/ property in cases where the plots were transferred.

82. In compliance to the directives of PM office, Housing Foundation cancelled the allotments and cancellation letters and notices served to the allottees and transferees on their addresses. Whereas, these plots were also got converted in L.O.P from CDA into its original planning of commercial plot of G-13 Markaz. The affectees challenged the said decision in Islamabad High Court.

83. Thereupon, Housing Foundation placed the matter before the Executive Committee in its 136th meeting and the committee constituted a five members committee to examine the matter and submit its report in the upcoming meeting Accordingly, the committee presented its report before the Executive Committee in its 140th meeting and the same was approved by the Executive Committee. The decisions of 136th& 140th meetings of Executive Committee were conveyed to the honorable Islamabad High Court.

84. The Islamabad High Court (IHC) directed the Housing Foundation as follow -

> ***"The instant petitions are disposed of with direction to respondent No. 2 to revisit/ re-evaluate cancellation of plots made to the employees of Housing Foundation and to withdraw the letter in case there is no conflict of interest or violation of any Rule and Regulation. Respondent No. 2 shall make determination notwithstanding the directive of the Prime Minster of Pakistan and each case shall be determined on its merit and it shall also take into account that if any original allottee was eligible for the allotment as civil servant"***

85. The instant matter in the light of Islamabad High Court was placed in the 156th meeting of the Executive Committee, the decision of said meeting is reproduced as under:-

- Executive Committee decided that the plots which were allotted to the members of Executive Committee will be cancelled in compliance to decision of the Prime Minister.
- Eligibility of these allottees to whom allotment was made as EC member will be examined as FG employee to determine their seniority on notional basis, irrespective of the fact that whether they had applied or not.
- On determination of their seniority according to the prevalent criteria of the scheme in which they fall (whether in G-13 or G-14), their case for compensation (after due valuation process through an independent Valuator registered with SBP) or allotment (in the same scheme (G-13 & G-14, if all in the seniority of that scheme) or in ongoing schemes (like F-14/15 or Park Road) as the case may be, will be processed without any discrimination according to their entitlement/ eligibility and submitted to the Executive Committee on case to case basis for approval.
- A principle is laid down to compensate the allottees which were allotted plots being members of Executive Committee that, if one aforesaid allottee is covered by seniority in Sector G-13, his compensation or allotment (as the case may be) will be as per valuation of his/ her plot in Sector G-13. However, if one above allottee who was allotted plot in Sector G-13, however doesn't fall in seniority of G-13 but in subsequent scheme of Sector G-14 and not in Sector G-13. If one above allottee is not covered in even Sector G-14, he will be offered a plot in any of one ongoing schemes.
- The allottees to whom compensation/ allotment will be made to provide an affidavit submitting that they will withdraw the litigation pending in the court and agree to the above arrangement.

86. The details of allottees/affectees on case to case basis is as under:-

S.	File No	Allotee	Date of Birth	Transferred / Not Transferred
01	1(S-0309)/E-IV/HF	Mushtaq Malik Establishment Division	02-04-1948	YES 21-01-2010 28-03-2011 (TWO TIMES)
02	1(P-0003)/96-HF	G. M. Sikandar Establishment Division	14-09-1949	NO
03	1(P-0004)/96-HF	Establishment Division /E.C	08-01-1950	NO
04	10(PMS-I-137)	Shahid A. Kamal Ambassador / M.O.FA	01-01-1952	NO
05	1(P-0013)/96-HF	Iftikhar Ahmad Khan J.S (W) / E.C	10-01-1952	NO
06	1(P-0011)/96-HF	Mehmood Akhtar F.A (W) / E.C	02-12-1952	15-11-2010 21-03-2011 (TWO TIMES
07	1(P-0001)/96-HF	Tallat Rasheed Miyan Establishment Division / COO	19-09-1953	YES 07-10-2010 (ONE TIME)
08	1(P-0009)/96-HF	Raja Muhammad Abbas Establishment Division / E.C	20-12-1953	NO
09	1(P-0012)/96-HF	Ahmad Bakhsh Lehri Establishment Division / E.C	03-03-1954	NO
10	1(P-0007)/96-HF	Shah Din Sheikh Pak PWD / E.C	01-06-1955	09-04-2011 (ONE TIME)
11	1(P-0010)/96-HF	Muhammad Asghar Cn. F.A (W) / E.C	07-10-1958	NO
12	10(PMS-I-214)	Karamat Hussain Niazi Not Allotted		Not allotted

87. The matter regarding allotment/ compensation to the affectees of Sector G-13/ G-14 was under litigation in Islamabad High Court as well as Supreme Court of Pakistan since long ago. The Honorable Supreme Court of Pakistan finally decided the matter and passed the following judgment:-

> *"All the private respondents in these appeals have already been allotted plots in Sector F-15, Islamabad in the year 2017 and they are now to deposit the outstanding dues for such plots It is*

acknowledged that most of the respondents in these appeals had deposited some amounts a long time ago even prior to allotment of plots in their favour which amounts now need to be adjusted towards the payment of dues for the plots allotted in their favour. It shall serve the interests of justice if the amounts already deposited by the respondents are adjusted along with the interest at the current bank rate accruing on such deposited amounts and the balance amounts, if any, may be demanded from the respondents towards the allotments in their favour"

88. Subsequently, the Islamabad High Court (IHC) also concluded the case and endorsed the above referred judgment of honorable Supreme Court of Pakistan. In presence of the above referred judgments of the Superior Courts of Pakistan, FGE Housing Authority has no other option to implement the orders passed in the said judgments.

RECOMMENDATIONS:

89. It was proposed that the decision taken by the Executive Committee in its 156th meeting as elaborated above may be reviewed. Furthermore, the matter regarding allotment of plots to the above mentioned allottees may be carried out strictly in the light of judgments passed by Islamabad High Court and honorable Supreme Court of Pakistan.

90. The Additional Secretary, H&W was of the view that the allottees of these twelve plots were illegible for allotment of Sector G-13 as per approved policy of the FGEHA, hence they may be given compensation as per G-13 plots. The CEO informed that issue has been decided by the Supreme Court of Pakistan that according to which allottees of these twelve plots are entitled to draw interest against the principal amount deposited by them as per prevailing interest rates, in case the incumbents seek compensation amount against allotted plots. Otherwise, they may be allotted alternate plots in the ongoing schemes of the FGEHA and amount deposited by them may be adjusted against payment of the cost of land alongwith the interest.

DECISION:-

91. After detail discussion the Board decided that decision of the IHC and Supreme Court of Pakistan be implemented in letter & spirit.

Agenda Item No.14 SHIFTING OF OLD/QADEEMI IMAMBARGAH IN SECTOR G-14.

92. The CEO informed that the housing scheme Phase-IV of the Housing Authority was launched in 2004 in Sector G-14/1,2&3, Islamabad. About 4820 kanals of land was acquired through Land Acquisition Collector (LAC) under the Land Acquisition

Act, 1984 in March, 2004. The Consent Award for sub sector G-14/1,2&3 was announced on 29-01-2005@ Rs.590,000/- per kanal and the infrastructure development work was taken up by the Housing Authority. A total number of 5486 plots (approximately) were planned in Sector G-14.

93. In connection to above, it is pertinent to mention here that the development works at G-14/2 & 3 was started during the year 2012 but due to encroachments at various locations, development activity slowed down. Furthermore it is also important to point out that an old Imam Bargah situated at road No. 804 in sector G-14/3, which is disturbing original alignment and creating hindrance in development activities under progress.

94. Furthermore, about 14 No. of plots are affected due to the said Imam Bargah having size of 50' x 90'. Several meetings were conducted with trustees of the Imam Bargah for shifting. Proposals were discussed to sort this long standing issue Trustees of Imam Bargah agreed to shift the existing Imam Bargah at any suitable place within the Sector of G-14/3 Islamabad. Detailed joint survey has already been conducted and a piece of land alongside Nallah has been earmarked for the purpose. The Member Planning, CDA apprised Board that CDA has shifted Masjids from Margallah Road and Murree Road, therefore, the same course can be followed by FGEHA in instant case under the rules.

95. The CEO gave recommendations that the FGEHA Executive Board being competent forum under section-7 of FGE Housing Authority Ordinance 2019 may consider the proposal for shifting of Imam Bargah at available piece of land along Nullah or Green space between G-14 and F-14.

RECOMMENDATION:

96. The FGEHA Executive Board being competent forum under section-7 of FGE Housing Authority Ordinance 2019 may consider the proposal for shifting of Imam Bargah at available piece of land along Nullah or Green space between G-14 and F-14.

97. The Additional Secretary, Cabinet inquired whether the said Imam Bargah is an illegal structure and if so than it should be dealt with accordance with the law. The CEO, informed that the land of Imam Bargah is owned by the owner of Imam Bargah as per revenue record, however, it has encroached the land to some extent, which is affecting 14 plots of genuine allottees of FGEHA who are waiting for possession of

their plots from years. The Member planning, CDA opined that the alternate land may be given from amenities or Masjid plots.

DECISION:-

98. After detail discussion the Board directed to explore feasibility of shifting the Imam Bargah from present location to any other specified amenity plot or Masjid plot available in the master planning of the Sector and bring it in next meeting.

Agenda Item No.15 APPROVAL OF COLLECTION OF PROPERTY TAX IN SPECIFIED AREAS OF FGEHA.

99. The CEO, FGEHA briefed that the Article 7 of Ordinance of FGEHA promulgated on 12th July 2019 provides for Powers, Functions & meetings of Executive Board. 7 (d) states that Executive Board may accord approval for collection of revenue for maintenance of the scheme and enforcement of regulations made under this ordinance & 7(h) states that Executive Board may impose, vary and recover development charges, transfer fee, service charges, tolls or other charges in respect of any land or buildings within any scheme in the specified area.

100. Residents of G-13 and G-14/4 are not paying property tax to CDA since 2015 on the plea that CDA is not justified in collection of property tax from them as it does not provide any services and maintenance in G-13 & G-14 sectors. Residents of G-13 have filed a writ petition No.1077/2017 Mumtaz Hussain& Others Vs Directorate of Revenue CDA & others in Islamabad High Court which is still subjudice Resident Welfare Society of both these sectors have shown their willingness to pay property tax to FGEHA who provides service and maintenance in these sectors.

RECOMMENDATION:

101. It is proposed that FGEHA may be allowed to become a party in the writ petition No.1077/2017. Furthermore, approval may also be granted for collection of Property Tax by FGEHA in their specified areas as per CDA rates changeable from time to time.

DECISION:-

102. The Board allowed FGEHA to become a party in a writ petition No. 1077/2017 and pursue the case diligently and decided to wait till the outcome of the said court case, so that further action be taken in accordance with the decision of Court.

Agenda Item No.16 PROPOSED LAYOUT PLAN OF MAUVE AREA (G13 & G14) APPROVAL REGARDING

103. The CEO, informed that the Federal Cabinet considered the summary of ministry of Housing & works dated 09-04-2019 for "Change in Land Use of the Mauve Area of Sectors G13 & G14" and gave following decision:

> ***"The Cabinet considered the summary dated 8th April, 2019 submitted by Housing & Works Division and in accordance with the proposal at para 6, approved the change in land use of Mauve Area of Sectors G13 & G14, subject to clearance by CDA Board, from construction of office buildings of attached departments, autonomous and semi-autonomous bodies, to construction of multipurpose high rise residential, office and commercial buildings by the FGEHF"***

104. Through promulgation of FGEHA Ordinance, in July 2019, the FGEHA can implement the above referred decision of Cabinet under section 7 of the Ordinance through its Executive Board. In this regard, FGEHA has already informed CDA to incorporate the changes in Land use in the Mauve Area of G13 & G14 in the revised master plan of Islamabad.

RECOMMENDATION:-

105. It was proposed that the Executive Board may approve the change in land use in the mauve area G13 & G14 from office building to mix use multipurpose high rise residential, commercial and office buildings in the light of above referred Cabinet Decision.

106. The draft plan and presentation were submitted for consideration of Executive Board. Further, it was further apprised that after approval, the development of requisite infrastructure will be carried out and accordingly auction of some of the plots like 5 star hotel, international hospital, commercial area (mall) and corporate offices may be allowed in conformity with the local byelaws and FGEHA ordinance.

DECISION:-

107. After detail deliberation the Board decided that, as the approval of change in land use of mauve area Sector G-13 & G-14 was accorded by the Federal Cabinet subject to clearance of CDA Board, therefore, keeping in view the situation arises after establishment of FGEHA, the matter may again be placed before the Federal Cabinet for approval.

Additional Agenda Item No.1 **APARTMENT SCHEME AT MOUZA MANGA OTARE, LAHORE BY M/S ISHAQ& SONS (PVT) LIMITED.**

108. The CEO, FGEHA informed that the subject mentioned scheme was placed before the Executive Board in its 1st meeting held on 09-08-2019 and approval was granted by the Board for signing of MoU with the firm.

109. The features of the scheme are as under:-

- The scheme was presented in 1st Executive board meeting and approval was granted to enter into a JV agreement subject to fulfillment of all codal formalities and agreement on construction cost as evaluated by M/s Nespak.
- The apartment scheme is accessible from Main Multan road. The bidder has offered 108Kanals of land (extendable) for construction of different categories of apartments.

Title of Firm:	**M/S Ishaq& Sons (Private) Limited**
Location:	Village Manga Otare, District Lahore.
Area offered & Verified	108Kanals(extendable)
Proposed type:	Option-3 (G+11= 2424 Apartments approx.)
Status:	• Feasible Access • Physical possession/ownership verified by Revenue Authorities • On main multan road 16 KM from Thokar Niaz Baig

The salient features of agreement to be signed are as below:

- 10 % share in Total commercial area and 10 % share of Residential apartments will be of Private Partner. Private partner will pay his share of development cost.
- The land cost is Rs.9.00 Million/Kanal as valuated by PBA/SBP approved value
- All applicable taxes on transfer of land shall be borne by the FGEHA
- The construction rate submitted by M/s Nespak is Rs. 4731.96 /sft(Saleable price) which include construction cost, 3% contingencies, 1% horticulture charges and Infrastructure development cost. In order to arrive at a workable solution tentative rate of Rs 4750/ sft is taken.
- Design ,Drawing ,Engineering documents ,payments etc. of the project shall be supervised by the engineering consultant of FGEHA
- Payment will be made as per detailed BOQ's and actual work done duly verified by the Engineering consultant of FGEHA
- Development work shall be done by private partner either through himself or through any of his associates/partners subject to submission of registration with PEC in having relevant category & codes.

- The total tentative cost of the project will be approximately Rs. 17.455 Millions. The Tentative cost of Rs.6000 /sft is worked out by taking Rs 4750/sft as base construction price and keeping in view the following expected additional expenditures. The detail working of additional expenditures cost impact over and above Rs.4750 /sft is as below:

Price of land(M)@ Rs.9 M/Kanal	Land price i/c tax(8%)	Total Covered area to be developed	Tentative Rate of construction+ Infra.	Land Cost Impact	Utility Services Impact	Escalation (2 years project)@ 6.5 %	Taxes (PST) 5%	Approvals(0.1%)	Service charges of FGEHA (2%)	Income tax on promoter@ 1%	Sales tax on developer	Consultancy charges @3%	Total cost
Millions	Millions	Sft	Per.sft	Per.sft	Per.sft	Per.sft	Per.sft	Per.sft	Per.sft	Pers.ft	50/sft	Per.sft	Per.sft
976.5	1054.62	2,876,508	4750	367	160	169.81	245.99	4.75	95	47.5	50	176.008	

- The category wise detail of apartment including the cost of circulation area and parking area are asunder:

Category	Size of Apart. (SFT)	No of Apart.	Const. Rates Rs./sft	Tentative Price/ Apart.
II	1725	384	6000	10,350,000
III	1350	480	6000	8,100,000
IV	1100	720	6000	6,600,000
V	875	840	6000	5,250,000
Total		**2424**		

RECOMMENDATION:-

a. In addition to salient features of Scheme, the JV agreement may be concluded with scheme on cost valuated by the PBA/SBP approved valuer. The title of land shall be transferred to FGEHA. Payment of land shall be paid on pro-rata basis. However, an amount equal to 5% of total land cost will be kept as collateral according to JV policy. The JV agreement constitutes transfer of land and infrastructure development work.

b. JV Partner shall start the construction of access road, Geotechnical investigation, Boundary wall, Entrance Gate, earthwork for inland road network etc.

c. Payment of work done will be made as per actual work done. Rate of infrastructure development shall be as evaluated/ quoted by M/s Nespak in its report at stage-04 of evaluation process.

d. The construction agreement of scheme will be drawn after signing of JV agreement, which will be subject to vetting by engineering consultant of FGEHA and approval from DWP.

e. The tentative cost of construction may be as mentioned herein above. This cost is subject to confirmation/variation as per actual BOQs in construction agreement to be signed after JV agreement.

f. The BOQs will be made on MRS(Market Rate system) of Government of Punjab for relevant quarter and market rates for items not available in MRS.

g. The allotees shall be offered apartments on tentative rates calculated for each scheme. The cost may vary subject to provisions in FIDC /PEC documents which will form the basis of construction agreement.

h. The brochures of schemes will be circulated among the members to invite them for prospective schemes. No payment of land shall be made unless 50 % of total units of FGEHA share will be booked.

DECISION:-

110. The Executive Board accordingly granted the approval and allowed CEO FGEHA to enter into the JV agreement in the light of salient features and recommendations elaborated above with the JV partner who has completed pre-requisites and has reached stage-4 of evaluation process being done by NESPAK.

111. The meeting of the Executive Board concluded with a vote of thanks to the Chair.