



FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY  
10-MAUVE AREA, G-10/4, ISLAMABAD

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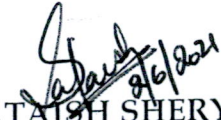
No.15 (7)/2019-HA (A)/13

Dated: 2<sup>nd</sup> June, 2021

Subject: MINUTES OF 13<sup>th</sup> EXECUTIVE BOARD MEETING OF THE  
FEDERAL GOVERNMENT EMPLOYEES HOUSING  
AUTHORITY HELD ON 20-05-2021

13<sup>th</sup> Meeting of the Executive Board of the FGE Housing Authority was held on Thursday, 20<sup>th</sup> May, 2021 under the Chairmanship of Federal Minister for Housing & Works in the Committee Room of Federal Government Employees Housing Authority Building G-10/4, Islamabad.

2. The minutes of the said meeting are enclosed for information, please.

  
(DR. SATAISH SHERYAR)  
Director (Staff)

Distribution:

- |   |  |
|---|--|
| i. Mr. Tariq Bashir Cheema<br>Chairman EB/ Federal Minister,<br>Ministry of Housing & Works                     | ii. Dr. Imran Zeb Khan<br>Secretary, M/o Housing & Works,<br>Islamabad.                              |
| iii. Mr. Zahoor Ahmad<br>Additional Secretary,<br>M/o Housing & Works, Islamabad.                               | iv. Pir Muhammad Ishaq<br>Solicitor,<br>Law & Justice Division                                       |
| v. Ch. Muhammad Anwar<br>Senior Chief (Technical/PP&H),<br>Planning Commission, Islamabad                       | vi. Mr. Rizwan Ahmed Sheikh<br>Senior Joint Secretary (Expenditures)<br>Finance Division, Islamabad. |
| vii. Mr. Amer Ali Ahmad<br>Chief Commissioner,<br>ICT, Islamabad.   | viii. Mr. Tariq Rashid,<br>Managing Director,<br>PHA Foundation, Islamabad.                          |
| ix. Mr. Akram-ul-Haq,<br>Director General,<br>Pak. PWD, Islamabad.  | x. Mr. Amer Ali Ahmad<br>Chairman, CDA<br>Islamabad.   |
| xi. Mr. Tariq Rashid,<br>Secretary EB/ Director General,<br>FGE Housing Authority, Islamabad                    | xii. Col. (R) Imtiaz-ul-Haq Khattak<br>Chief Engineer<br>FGE, Housing Authority, Islamabad           |
| xiii. Mr. Amir Mohiyuddin<br>(Co-opted member),<br>Joint Secretary (Estate),<br>M/o Housing and Works Islamabad |  |



FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY  
10-MAUVE AREA, G-10/4, ISLAMABAD

<><><>

Subject: MINUTES OF 13<sup>th</sup> MEETING OF EXECUTIVE BOARD OF THE  
FEDERAL GOVERNMENT EMPLOYEES HOUSING  
AUTHORITY HELD ON 20-05-2021

13<sup>th</sup> meeting of the Executive Board of the Federal Government Employees Housing Authority (FGEHA) was held on 20<sup>th</sup> May, 2021 at 02:30 PM hours under the Chairmanship of Honourable Federal Minister for Housing & Works, in Committee Room, FGEHA HQs Islamabad. List of participants is enclosed.

2. Proceedings of the meeting commenced with recitation from the Holy Quran. Director General, FGE Housing Authority welcomed the respected members of the Executive Board.

AGENDA ITEM NO. 01

Subject: CONFIRMATION OF THE DECISIONS OF EXECUTIVE BOARD  
MEETING OF FGE HOUSING AUTHORITY HELD ON 15-4-2021

3. 12<sup>th</sup> Executive Board meeting was held on 15-04-2021 and minutes were issued on 21-04-2021.

4. The Board was apprised that no observation had been received from any member of the Executive Board.

RECOMMENDATION:

5. The minutes of the 12<sup>th</sup> meeting were placed for confirmation.

## DISCUSSION:

6. Senior Chief (Tech./PP&H) suggested to add in the agenda item # 02, Closure of Agreement Signed Between FGEHA And M/s Ishaq & Sons For Project 'Multan Height Lahore', para # 14 on page 3 of 22 under discussion, "all financial and audit liabilities be cleared ,to avoid future complications". He also suggested that the Chief Planner, FGEHA and Chief Engineer, FGEHA may examine and vet all JV Proposals, in the future.

## DECISION:

7. The Board unanimously approved minutes of the 12<sup>th</sup> Executive Board meeting, circulated on 21-05-2021, along with endorsement of suggestions made by the Senior Chief (Tech. / PP&H).

## AGENDA ITEM NO. 02

Subject: APPROVAL TO INK CONSTRUCTION AGREEMENT FOR PHASE-1(A) WITH M/S COMMONERS SKY GARDEN (PVT) LTD

8. The Joint Venture (JV) of land sharing Agreement between Federal Government Employees Housing Authority (FGEHA) and M/s Commoners Sky Garden (CSG) was signed on 11-10-2019 for 6025 Kanal. FGEHA engaged M/s Designmen Consulting Engineers (Pvt.) Ltd as the Consultant, responsible for Consultancy Services for Detailed Review and Vetting of Master Planning, Designs, Drawings, Estimates, Construction Supervision and Management.

9. Government Agencies had cleared "Mouza Kathar" measuring 1986 Kanal for which NOC had been issued, necessary clearance from the concerned agencies were attached, whereas land measuring 4,039 Kanal might be taken into account when CSG provided land cleared by the concerned Government Agencies.





### DISCUSSION POINTS:

- i. The Executive Board, in its 11th meeting held on March 5<sup>th</sup>, 2021, approved in principal the amount of Rs. 5.589 billion for the development of Phase-1(a).
- ii. In addition, the Executive Board directed to submit the construction agreement in the next meeting.
- iii. The draft construction agreement had been prepared & its main features were as under:
  - a) The Construction Agreement was a "Design and Build" document, based upon FIDIC/PEC templates. The payments would be made on measurements and calculated on MRS basis.
  - b) The Contract price included performing all Design, Planning, Procurement, Material Supply, Execution, Infrastructure Development, Quality Assurance, Quality Control, Testing & Commissioning and all other works to execute the project in accordance with the already finalized Layout Plan (LOP).
  - c) This Contract Agreement was for Phase-1(a) which included land measuring 1986 Kanal in Mouza Khathar so far cleared by Government Agencies.
  - d) The tentative cost was based on the quantities worked out on the approved LOP whereas the rates were based on Market Rate System (MRS) 2<sup>nd</sup> Bi-Annual 2020 of Punjab Government and any rates not covered in MRS would be dealt as Non-MRS / Non-Scheduled items.
  - e) Time for completion of the Project was 36 months, i.e., 24 months of construction / development and 12 months of Defect Liability Period.
10. Draft Construction Agreement was reviewed by Law, JV and Technical wings of the FGEHA. Necessary modifications had been made in the agreement by the concerned departments and made compliant with the FIDIC/PEC guidelines & JV Policy approved by the Federal Cabinet.





## RECOMMENDATION:

11. Approval to ink Construction Agreement of Phase-1 (a) for 1986 Kanal of land at Mouza Kathar between FGEHA and consortium of M/s Commoners Sky Garden & their Construction Partner, was requested.

## DECISION:

12. Agenda was deferred with the direction that Draft Agreement along with finalised Layout Plan (LOP) be circulated in the agenda for the next meeting.

## AGENDA ITEM NO. 03

Subject: SIGNING OF CONSTRUCTION AGREEMENT WITH M/S FWO FOR INFRASTRUCTURE DEVELOPMENT WORKS IN SECTOR F-14&15 ISLAMABAD.

13. Land measuring 9242 Kanals and 9 Marlas in sector F-14/F-15 was acquired by FGEHA through LAC ICT, Islamabad and subsequently process for Hiring of Contractor for Infrastructure Development Works was initiated through advertisement published in National Press on 30 August 2015 on single stage - Two Envelope System on EPC/Turn Key Basis. The Design Vetting and supervision Consultant was M/s Osmani and Company Pvt. Ltd.
14. M/s FWO the successful bidder was issued Letter of Acceptance dated 29<sup>th</sup> September 2016 and letter for Commencement of Work for Design Phase dated 09<sup>th</sup> June 2017.
15. In this regard, M/s FWO mobilized at Site and were paid Mobilization advance amounting to Rs 756.25 million in June 2017. M/s FWO prepared and submitted layout Plan of Sector F-14 which was approved by CDA in its Board meeting dated 22-6-2017. The Layout Plan of F-15 had also been submitted by M/s FWO and was under review by FGEHA Planning Wing.
16. The Acquisition of said sector was challenged by locals and said writs were decided against the Housing Foundation on 23-10-2017 which was challenged by filing CLPAs in Supreme Court of Pakistan. The Supreme Court



suspended Judgement of IHC and leave to appeal was granted on 06-12-2018. In the meanwhile FGEHA was established through Act of Parliament dated 15-01-2020. The Judgement of Supreme Court announced on 8-10-2020 decided that FGEHA could acquire the land. Writ Petition No 3450/2020 in IHC was also filed by locals for compensation of land.

17. M/s FWO due to litigation demobilized from site. As per latest court decision and as per the opinion of Law Wing, Development works in the sector could be executed. It was therefore essential to finalize terms and conditions of Construction agreement with M/s FWO who had started design work and had received mobilization advance against Bank Guarantee.

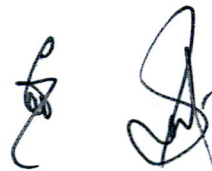
18. Details of Plots were as under:

<u>F-14 as per Plan approved by CDA</u> <i>Area IP to IP = 7289.25 Kanals</i>		<u>F-15 as per Latest submission</u> <i>Area IP to GT Road = 3585.96 Kanals</i>	
Size	No	Size	No
50 x 90	1771	50x90	643
40*80	1465	40x80	651
35*70	1366	35x70	672
ODD	223	ODD	-----
<b>Total</b>	<b>4825</b>	<b>Total</b>	<b>1966</b>

**RECOMMENDATION:**

19. Permission may be granted to negotiate and sign the construction agreement as per below details:

- The amount of Rs 15,125,449,743 as per Letter of Acceptance would be agreement amount.
- No claim of Price Adjustment or Damages for time lapse would be claimed by M/s FWO for previous years.
- Work would be commenced in two separate phases for F-14 and F-15.
- Price Adjustment as per PEC guidelines would be applicable from current date.





DECISION:

20. Executive Board directed that FGEHA may proceed with the negotiations regarding Construction Agreement with FWO after due deliberation in the light of relevant rules /policy and present it to the Board for approval. However, facts related to payment of mobilization advance by FGEHA and its receipt by FWO, may be ascertained and a detailed report in this regard may be presented to the Chairman, BOD.

AGENDA ITEM NO. 04

**Subject: HOUSING SCHEME AT PARK ROAD, ISLAMABAD**

21. The Honourable Prime Minister of Pakistan issued a Directive No.3060 on 13.11.2012 for launching of Supreme Court Bar Association Cooperative Housing Scheme and the M/o Housing & Works, M/o Law & Justice, Finance Division and Pak P.W.D were directed to take necessary action. Later the Supreme Court Bar Association (SCBA) approached the Supreme Court of Pakistan on 20.07.2013 seeking implementation of the said directive of the Prime Minister. The Supreme Court directed the Attorney General and Law Division to resolve the issue after which the Land Acquisition Collector, ICT issued Notification u/s 4 of Land Acquisition Act in Mouza Malot on 19-09-2014 on the request of Federal Government Employees Housing Authority (FGEHA). The said notification was later withdrawn on 14.01.2015, prompting the SCBA to initiate contempt of court proceedings against LAC and others.

22. A series of meetings were held in the office of the Attorney General comprising of representatives of CDA, SCBA, FGEHA, ICT & others. An alternative land to the tune of 8106 kanals was identified in Mouzas Tamma & Mohrian and a fresh notification u/s 4 of LAA was issued on 30.04.2015 by the LAC. The said notification was submitted before the Supreme Court along with the proposal for a joint scheme on parity basis between the Federal Government





Employees and the members of SCBA and the contempt proceedings were dropped accordingly. The SCBA deposited an amount of Rs.5 billion with the FGEHF after which the DC/Commissioner (Revenue), ICT issued notification under 17(4) & 6 of Land Acquisition Act, 1894 on 28.10.2016. The scheme was formally launched for Federal Government Employees in November 2017 and allotments in this regard were made to the successful applicants.

23. The Land Acquisition Collector ICT faced a lot of resistance and was not able to retrieve possession of land from the Land Owners. After another round of litigation a settlement was arrived at amongst the Supreme Court Bar Association, DG FGEHF, Chief Commissioner, ICT and an award of 8194 Kanals of land in Mauzas Tamma & Mohrian was announced u/s 11 of the Land Acquisition Act 1894 on 17.08.2018 on the following rates:

Village	Acquired area K - M	Rate (per Kanal)
Tamma	2024-03	Rs. 40,00,000/-
Mohrian	6170-12	Rs. 17,25,000/-
Total	8194-15	

24. The scheme had however remained dormant physically due to on ground impediments and pending litigation before the SCP which had now been decided in favour of FGEHA. Recently a Land Supervisory Committee was formed to oversee the project under the Chairmanship of Justice Maqbool Baqir. A number of meetings had been held. The SCBA Executive Committee in the meeting held on 04-05-2021 informed the Supervisory Committee that they were able to negotiate a deal with the Land Owners. The Land Supervisory Committee therefore proposed the following way forward.

25. The Scheme should be launched in Phases of which Phase 1 would comprise of 4100 kanals and would be reserved for the members of SCBA.

26. The SCBA would be responsible to provide the FGEHA with peaceful possession of 4100 Kanals of land in Mauza Mohrian and provide a 150 feet wide



access way to the site consisting of 90 Kanals, passing through Mauza Tamma after which the FGEHA would carry on the developmental work on the same.

- i. SCBA Housing Scheme shall be executed on 4100 Kanals in Mauza Mohrian on the basis of two mechanisms i.e Price consideration as per Award to the extent of 2100 Kanals and Land Sharing Formula (500 sq/yards developed plot for every 4 revenue kanals of raw land) to the extent of 2000 Kanals. The land owners would however be liable to pay the development cost of their respective plots.
- ii. The left over plots (Estimated to be Approx. 250) in Phase 1 would not be availed by the members of SCBA and would be placed at the disposal of FGEHA for allotment to its members i.e Federal Government Employees. FGEHA would however be liable to return the said plots to SCBA in later phases.
- iii. The entire commercial area would belong to FGEHA which will be auctioned and its proceeds will be used for the development of the project.
- iv. The FGEHA shall have to amend the Terms of Reference of the existing Award, and include a Land Sharing Clause, applicable in both Mauza Mohrian and Mauza Tamma, as it was the basis upon which the SCBA had negotiated with the land owners.
- v. The Chairman Land Supervisory Committee Justice Maqbool Baqir also directed FGEHA to impose Section 4 on the remaining available land in Mauza Mohrian, for further expansion and to cope with the short fall if required.
- vi. The SCBA would ensure that all cases to the extent of village Mohrian pending in various courts would be withdrawn by the Land owners. They would also facilitate FGEHA in talks for further possession of land with the remaining land owners belonging to the Authority.
- vii. The SCBA had deposited an amount of Rs 5 Billion with FGEHA as cost of land. The FGEHA after disbursement of award price shall return the





remaining surplus amount to SCBA. The SCBA would however be liable to pay development cost of the project when it was required

**RECOMMENDATION:**

27. Approval from the Executive Board was solicited on the following;

- To allow the FGEHA division of Park Road Housing Scheme in Phases and to proceed with Phase 1 as directed by the Land Supervisory Committee headed by Justice Maqbool Baqir whose suggestions have been explained in detail vide Para 4 (i-ix).
- Land sharing Clause may be added to the already announced award for Park Road, applicable to both Mauza Mohrian and Mauza Tamma.
- The Deputy Commissioner FGEHA be authorized to impose Section 4 of the Land Acquisition Act on the remaining/adjacent land available in Mauza Mohrian for accommodation of allottees who may be affected by the land sharing and for coping up with the short fall if required.
- The Deputy Commissioner be authorized to disburse the amount to the land owners falling in passage way from the funds of FGEHA.

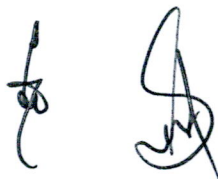
**DECISION:**

28. The Board decided that the roadmap proposed, was approved in principle if SCBA and FGEHA proceed on the principal of parity in the development and distribution of plots, in each phase.

**AGENDA ITEM NO. 05**

Subject: **APPEAL AGAINST AWARDS OF BUPs IN G-14/1 AND G-14/2 ANNOUNCED BY DC/LAC FGEHA**

29. As per Section 19 of the FGEHA Act, 2020, the right to appeal to the Executive Board, against an order or award passed by the DC/LAC could be availed by any aggrieved person. Appeal was filed by the affectees of G-14,





against First and Second Partial Awards for BUPs in G-14/1 & 2 and Final Award for BUPs in G-14/2.

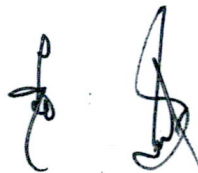
30. The affectees also filed an application for Redressal of Grievances in the President's Secretariat, which was forwarded to DC ICT, from where it was transmitted to FGEHA for further necessary action as per rules/laws/policy etc. Letter was received from the office of ADCR (ICT), dated 13<sup>th</sup>, April, 2021.

**BACKGROUND:**

31. FGEHA had partially awarded BUPs 93, 81 & 58 in G-14 1&2, Islamabad, for approx 1500 individuals. The office of DC/LAC had put up khulli katcheris for the affectees numerous times requesting for access to their properties for measurement purposes, so that they could be accommodated in the award. Partial awards were only done so that further unnecessary delay might be mitigated. The development process was halted and possession to the federal government employees was awaited. They had deposited their hard earned money and were waiting for a plot for more than 16 years. (600 Allottees had died waiting for the possession of their plots).

**RESPONSE/FACTS ON GROUND:**

- i. Contractor has been hired for the purpose of development, the development of G-14 was underway, the development of G-15/3 shall start soon.
- ii. The BUPs constructed after land award 2005 were considered as illegal as per law and against the directions of respected Islamabad high court.
- iii. As per Law, only covered area was entitled to be compensated.
- iv. The rates were duly approved executive board with the consent of the affectees and evaluation report of Pak PWD, it was a onetime activity and the decision therefore it could not be revised.
- v. It was informed that only covered area was entitled for compensation.
- vi. Those religious entities and graveyards constructed prior to the land award 2005 were legal and exempted from acquisition, However schools



and colleges would be demolished and alternate plots to the Ministry of Education would be allocated as per layout plan of the sector.

- vii. Contractor had been hired for the purpose of development, the development of G-14 was underway, the development of G-15/3 shall start soon.
- viii. The affectees land and Legal BUPs had been requested a number of times through notices and advertisements as well as khulli katcheris to get their payments on demolishment of the BUPs and handing over of possession.
- ix. G-15/3 was specifically acquired and reserved for the affectees of G-14 and G-15/3.
- x. Partial Award had not affected the rights of any affectee, as those who possessed legal BUPs may get assessment/ measurement done by Land revenue team and get their payments after demolishment.
- xi. As per executive decision, 1 Plot would be allotted to the old and genuine affectees against 1 dwelling unit, irrespective of covered area.
- xii. The Demarcations and Measurements were done by Land revenue teams of FGEHA in accordance to relevant SOP's.
- xiii. The Abadi Deh was part of the main award, which was announced in 2005, however the process of identifying owners was underway.
- xiv. 2005 Award was set after approval of committee with consent of the affectees, therefore the rate could not be revised.
- xv. The Payments of Land were made to affectees by FGEHA since land Award 2005, BUP payments were issued after award and Demolition of BUPs.
- xvi. The Google (GIS) was the only source to determine the legality of the BUP, whether the BUPs were constructed before the award of 2005 or after. The Islamabad High Court's constituted commission used the GIS as a tool to determine the legality as well.





- xvii. The Assessment/Measurement was made in front of the affectees and all data was shared.
- xviii. Plots were allotted to the affectees in light of the Rehabilitation policy in CDA. No such policy existed in FGEHA. Plots allotted in G-15/3 were through Cabinet Decision.
- xix. Affectees could submit application to the office of DC/LAC for provision of record.
- xx. Land in G14 had already been acquired on consent of locals, more than 60% of Payments had been disbursed, Plots had been allotted to the members (Federal Government employees & other specified groups) and development was underway.

**RECOMMENDATION:**

- 32. The Awards and Method of identification of BUPs and existing rates may be upheld.

**DECISION:**

- 33. The Board endorsed the proposal.

**AGENDA ITEM NO. 06**

Subject: PAYMENT OF MARKET VALUE TO THE BONAFIDE PURCHASERS OF PLOTS (MEASURING 40X80) 356 SQ.YD. IN SUB-SECTOR G-14/4 ON THE DIRECTIONS OF ISLAMABAD HIGH COURT.

- 34. The subject matter was discussed in 12<sup>th</sup> Executive Board meeting and decision was as follows:-

"The Board directed to implement the decision of the Islamabad High Court in letter and spirit. The assessment of Market value had already been done by FBR through its latest notified price of Sub-Sector G-14/4 which shall be taken as a yardstick for ascertaining the Market Value and the affectees of 08 plots be compensated accordingly as directed by the Islamabad High Court"





35. However, Mr. Sher Zaman, an allottee of plot No. 1261-B, G-14/4 objected in his application that the direction of the Board was not in accordance with the decision of the court. He gave an application under protest and requested that the amount as per direction of the Board may immediately be paid to him and the difference of the amount may also be paid to him if the rates were revised in compliance of the court orders later.

As per notification of F.B.R the details were as following:-

Rate for plot of G-14/4 @ 51,000/- PER Sq.Yd.  
Plot area 356 Sq.Yd. (51,000\*356) = Rs. 18,156,000/-

36. Whereas, an amount of Rs. 18,156,000/- had been paid to Mr. Sher Zaman vide cheque No. 00503078 dated 03-05-2021. It was further apprised that the Islamabad High Court in its judgment directed that all the allottees of the said plots would be compensated in accordance with market value, which would be assessed independently including the price of plot as well as construction, if any. Therefore, in compliance a market value through independent evaluators registered with banking association was also carried out.

37. The assessment report of the independent evaluator was as under:-

Rate	Assessed Value	Forced Value
68,812 & 61,931	24,497,395	22,047,656

**RECOMMENDATION:**

38. The case was submitted before the Executive Board for information and further guidance, if any.

**DECISION:**

39. The Board upheld the decision of 12<sup>th</sup> Executive Board meeting i.e. to make payments as per FBR scheduled rates. Any further directions of the Court in the matter, would be followed as per law.



AGENDA ITEM NO. 07

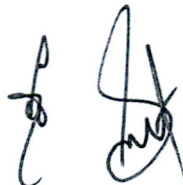
Subject: PROPOSAL FOR DIS-INVESTMENT OF RS. 2 BILLION

40. It is a well-known fact that in almost all civil works projects receipts from the registered members do not match with the work done by the contractors (Interim Payment Certificates) due to different reasons. One of the foremost reasons was that the federal government employees remained unable to make timely payment of installments on due dates. It however, was not possible for the FGEHA to make the project suffer because of cash flow issues. Therefore, being an administrative issue FGEHA had resorted to bridge financing from time to time in order to provide breathing space to the contractor as a short-term arrangement.

41. In a meeting held on 30.4.2021 with the Secretary Housing & Works in chair, the issue of bridge financing against different projects was discussed in detail. It was stated by the chair that it would always be a difficult matter to provide breathing space to the contractor through bridge financing in case of low cash flows, so it may be ensured that the project was financed out of its own cash flows. It was directed by the Secretary that the decision about bridge financing for a particular project, being the administrative issue of the FGEHA, might be made by the DG on case to case basis, provided that this arrangement was always a short term one. It was also directed that DG should also ensure that a financial model containing plan for the return of bridge financed amount from other projects was prepared.

42. It was further added that the FGEHA had done bridge financing against different projects in order to ensure that the work on site did not stop.

43. It was decided in the meeting that a proposal for dis-investment for an amount of Rs. 2 billion (one billion against each F-14/15 and Park Road) be forwarded for the approval of the Board, so that the amount so bridge financed be





recouped to the respective accounts for the time being. The minutes of the meeting of Finance, Budget and Accounts Committee, held on 07-05-2021,

**RECOMMENDATION:**

44. It was recommended that the Board may grant approval to the proposal for dis-investment of the amount of Rs.2 billion made from the project collection accounts of F-14/15 and Park Road. The measure was undertaken to make the finances available in case the decision by the honorable Court was made in respect of F-14/15 and Park Road project.

**DECISION:**

45. The Board decided that there was no immediate need of dis-investment. Permission was granted if subsequent need arose or after the decision of the Honorable Islamabad High Court for development of sectors.

It was emphasized that a comprehensive financial model/ plan of each project should be prepared prior to commencing/ launching of a project. Board also directed that efforts be made to make all projects self-sustainable, so that bridge financing was done only where absolutely needed, in the future.

**AGENDA ITEM NO. 08**

Subject: **MERGER & DEVELOPMENT OF MIXED USE PLOTS 09 & 10, MAUVE AREA, G-14/4**

46. Federal Government Employees Housing Authority, working under the auspices of Housing & Works, had been established through an Act of Parliament, Act No. IV of 2020 on 15-01-2020. The mandate of FGEHA was to provide affordable residential facilities to the Federal Government Employees and other specified groups, on a no-profit no-loss basis.

47. It was apprised that the FGEHA was working on the development of the Mauve Area under its jurisdiction and recently it had auctioned its plots located in the Mauve Area of G-14/4 dated 25<sup>th</sup> November, 2020. The auction of





plots yielded good prices but the owners were reluctant to submit the remaining amount to FGEHA either because of lack of interest and uncertainty about profits yield.

48. Foregoing in view, FGEHA was willing to merge and develop Plot # 9 and Plot # 10 located in sector G-14/4 as mixed-used on its own expenses. This would include commercial (G+4) and apartments/private offices respectively at the approved FAR of 1:10. Both Plots were of 3061 Sq. Yd. and after merging the plots the total area would be 6122 sq. yd.

49. The project would be beneficial in the following ways;

- This building would serve as proof of high-rise development in the vicinity which would encourage the investors to buy the plots.
- The building would serve as the revenue generation through the selling of commercial units for FGEHA.
- It would increase the prices of nearby plots, and
- It would provide the housing facility for FGEHA members under the flagship banner of the Naya Pakistan Housing Program.

50. In view of the above situation, it was suggested to allow the merger of the said plots for mixed-use development and permit FGEHA to construct it as per prevailing bye-laws.

#### **RECOMMENDATION:**

51. FGEHA be permitted to merge and develop Plot # 9 and Plot # 10 located in sector G-14/4 as mixed-used on its own expenses.

#### **DECISION:**

52. The Board directed that a comprehensive feasibility report inclusive of financial liability and prospects of the proposed project may be prepared. A report on the fiscal benefit yielded by auction and a comparison between



monetary impact and viability of both options may also be submitted to the Executive Board.

**AGENDA ITEM NO. 09**

Subject: **CHIEF PLANNER, FGEHA TO BE CO-OPTED INTO THE EXECUTIVE BOARD**

53. Federal Government Employees Housing Authority, working under the auspices of Housing & Works, had been established through an Act of Parliament, Act No. IV of 2020 on 15-01-2020. The mandate of FGEHA was to provide affordable residential facilities to the Federal Government Employees and other specified groups, on a no-profit no-loss basis. Further, the FGEHA was also working on the allotment of Masajids in its jurisdiction.

54. It was apprised that Chief Planner an officer of BS-20 was appointed as regular officer of FGEHA, along with Chief Engineer (BS-20), after the approval of Executive Board in its meeting held on 18<sup>th</sup> February, 2021. Chief Planner was one of the Key posts of FGEHA involved with all the Planning, Designing, Architecture, Building Control, JVP and allied matters of FGEHA.

55. Further, in the 1<sup>st</sup> meeting of the Executive Board of Federal Government Employees Housing Authority, held on 07-02-2020, Director General, FGEHA briefed the Board about FGEHA, Act published in the Gazette of Pakistan on 15-01-2020 in which the new composition of Executive Board was discussed.

56. As the said point was already discussed in the Executive Board, it was proposed that newly appointed Chief Planner was co-opted into the Executive Board of FGEHA.

**RECOMMENDATION:**

57. Chief Planner was recommended to be co-opted into Executive Board and matter was placed before the Executive Board for its approval.





**DECISION:**

58. The Board approved the agenda.

**AGENDA ITEM NO. 10**

Subject: **MODIFICATION/ AMENDMENT IN THE RIGHT OF WAY (ROW) OF 801 ROAD, SECTOR G-14, ISLAMABAD**

59. Federal Government Employees Housing Authority, working under the auspices of Housing & Works, had been established through an Act of Parliament, Act No. IV of 2020 on 15-01-2020. Ministry of Housing and Works through Federal Government Employees Housing Authority had been mandated to provide affordable residential facilities to the Federal Government Employees and other specified groups, on no profit no loss basis. For this purpose the FGEHA had launched several housing schemes since 1990 and so far had been able to provide 23,000 residential units to the Federal Government Employees and other specified groups on ownership basis.

60. The Housing Scheme Phase-III of the Housing Authority was launched in 1996 in sector G-13 and sub-sector G-14/4 Islamabad and almost 90% of the development works in these areas had been completed. Development of sub-sector G-14/1, 2&3 was started under the housing scheme phase IV in year 2012 and on site project execution was in progress.

62. Development of sub-sector G-14/3 was started adjacent to North Service Road because the areas beside Sub-sector G-14/4 and Road 801 were encroached by Built up properties.

63. After site clearance, updated site survey showed that the development work of sector G-14/2 & 3 were not executed as per its original coordinates, therefore, the development of 801 road (150' wide) was encroaching the plots of sector G-14/2 & 3. The Width of this encroachment varied from 35' to 38'.



64. As apparent from Survey, this difference was due to the fact that Sub-Sector G-14/3 had been developed approximately 38' south of its approved Layout Plan. Now the available width between existing property line of G-14/4 plots and property line of plots G-14/3 as per Layout Plan varied between 112' and 114'. As a large portion of Sector G-14/3 had already been developed and all the plots of Sector G-14/2 & 3 were already allotted and could not be removed therefore the only option was to reduce the width of road as per on ground situation.

65. In light of the above, it was proposed that the width of 801 road may be reduced from 150 ft. to 112 ft. Excess area, if any found beside the road, would become the part of Road Shoulder and would only be used for Services.

**RECOMMENDATION:**

66. Approval for modification/ amendment in the Right of Way of 801 Road from 150 ft. to 112 ft. was placed before the Executive Board for approval.

67. The Board was apprised that the width of metaled area of the road would remain the same and only the shoulder of the road would be compromised.

**DECISION:**

68. The Board decided to approve the modification/ amendment in the Right of Way of 801 Road from 150 ft. to 112 ft. as the width of the metaled road would remain the same, only the shoulders would be affected and this was not likely to lead to traffic congestion. Approval was granted subject to the following conditions:

- i. This decision was not to be taken/ quoted as a precedent.
- ii. Responsibility shall be fixed if such modification/ alteration was observed/ repeated in future.





AGENDA ITEM NO. 11

Subject: APPROVAL OF PAYMENT OF RS. 3.1 MILLION PER KANAL FOR 'ACCESS ROAD' MEASURING 59.25 KANALS BY GREEN TREES (PVT.) LTD.

69. Brief regarding payment of cost of land to M/s Green Tree Pvt. Ltd. was given as under:

- i. Green Tree (GT) was to provide 3,000 kanals of land as per agreement dated 01-04-2009.
- ii. Later on as per amended CDA laws 222+153 kanals more land was required to accommodate existing allottees of Green Enclave-I (GE-I), Green Tree agreed to provide this extra land @ 950,000 per kanal, out of which 309 kanals of land had already been mutated in the name of FGEHA as per DC land record.
- iii. After assessment of land, NESPAK declared 700 kanals of land not suitable for development, and GT agreed to exchange this land, out of which 604.2 kanals had been exchanged/mutated in the name of FGEHA as per DC land record.
- iv. GT also mutated 59.25 kanals of land (Access Road) in the name of FGEHA as per DC land record.
- v. So far FGEHA had paid Rs. 2,862,836,962/- +94,857,500/- + 50,000,000/- +39,000,000/-(Rs.3, 046,694,462/-) to M/s Green Tree against cost of land, which came out to be 3,013.5 Kanals of land@950,000/- per kanal as per Supreme Court decision dated 27-02-2013.
- vi. Out of total mutated land in the name of FGEHA which came out to be 3309 kanals, FGEHA had made payment of 3206.84 kanals and payment of 42.91 kanals @ Rs. 950,000/- remained to be paid.
- vii. The developer had again contested that since the Secretary H&W had decided that payment of 59.25 kanals of land would be @ 3,100,000/- therefore, considering 96.6 kanal as mutated (not actually mutated) he might be paid 50% of the balance amount of Rs. 78 Million. As per the



decision taken in the meeting held on 28-12-2020 with Secretary Housing & Works as Chair, 50% of the outstanding payment was made to M/s Green Tree, on condition that the remaining 50% of the outstanding amount shall be paid upon exchange of 96.6 Kanals of land within a month. Moreover, it was also decided in the meeting that since original agreement was for provision of 3000 kanals of land, therefore, land mutated for provision of access road was not the part of original agreement. Hence, rate of 59.25 kanals of land could not be Rs. 950,000/Kanal and the same did not fall under the Supreme Court decision dated 27-02-2013 wherein, it was decided that there shall be no escalation in the cost of land and that the payment was to be linked with the measureable targets.

viii. In the 10<sup>th</sup> Executive board meeting held on 18-02-2021, the recommendation for approval for the payment of 59.25 kanals of land @ Rs.3,100,000/- Kanal to Green Tree Pvt. Ltd. was placed before the Executive Board, the Board decided to constitute a committee including following members to submit their recommendations in the next Board meeting.

1. Additional Secretary, M/ o H & W	Chairman
2. Director (Technical),FGEHA	Member
3. Director (Finance) ,FGEHA	Member
4. Director (Planning),FGEHA	Member
5. DC/LAC,FGEHA	Member

ix. The meeting of the constituted committee was held on 29<sup>th</sup> March, 2021 under the chairmanship of Additional Secretary, M/o H&W. Upon conclusion of the meeting, the Chair gave the following remarks;

"The Chairman of the Committee found himself unable to give a clear verdict on the issue, BOD may ask the department to get this examined from its relevant officers who are aware of the details"





## RECOMMENDATION:

70. The minutes of the meeting were placed before the members of the Executive Board for further advice.

## DECISION:

71. The Board was informed that the construction work on the project site had been halted currently due to the instant issue and the Access Road as was currently proposed was a requirement for viability of the Project. The Chairman directed that legal opinion, in writing, may be solicited from the Law, Justice & Human Rights Division, in this issue.

## Additional Agenda Item No.1

Subject: OFFERING OF FGEHA SURPLUS APARTMENTS TO GENERAL PUBLIC

72. Federal Government Employees Housing Authority, working under the auspices of Housing & Works, had been established through an act of parliament, Act No. IV of 2020 on 15-01-2020. The mandate of FGEHA was to provide affordable residential facilities to the Federal Government Employees and other specified groups, on a no-profit no-loss basis.

73. It was, further, apprised that FGEHA had initiated several residential apartment projects in various parts of the country. These apartments were offered to registered members of FGEHA; federal government employees. However, there existed substantial surplus number of apartments, in these projects, which had not been taken up by the prospective members. This had resulted in numerous issues including cash flow crunch, delays in construction and development phase and cost escalations.

74. Foregoing in view, it was proposed that FGEHA might offer surplus apartments in its owned apartment projects to general public at a minimum of 10% premium of the price determined for FGEHA registered members. Surplus apartments in the Joint Venture Projects (JVPs) would be offered to general public

at par with the price offered by JV partner. FGEHA would offer surplus apartments of its owned projects on its own while JV partner will be given the *First Right of Refusal* for offering the surplus apartments to general public. It was mentioned that the Executive Board of FGEHA had already approved the allocation of specific percentage of quota for provincial employees and general public in its 6<sup>th</sup> meeting held on August 25<sup>th</sup>, 2020.

**RECOMMENDATION:**

75. Approval may be given for offering of surplus apartments in FGEHA approved projects, to General Public at a minimum of 10% premium of the determined price for FGEHA members. For JV Projects price may be at par with the price offered by JV partner with first right of refusal for the JV Partner/

**DECISION:**

76. The Board approved the agenda

The meeting ended with a vote of thanks to and from the chair.

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A handwritten signature in black ink, consisting of a stylized 'S' followed by a vertical line and a small flourish.