



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

Subject: MINUTES OF 14<sup>TH</sup> MEETING OF EXECUTIVE BOARD OF THE FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY HELD ON 24-06-2021

14<sup>th</sup> meeting of the Executive Board of the Federal Government Employees Housing Authority (FGEHA) was held on 24<sup>th</sup> June, 2021 at 05:00 PM 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 20-5-2021

3. 13<sup>th</sup> Executive Board meeting was held on 20-05-2021 and minutes were issued on 02-06-2021.

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

RECOMMENDATION:

5. The minutes of the 13<sup>th</sup> meeting were placed for confirmation.

**DECISION:**

6. The Board unanimously approved minutes of the 13<sup>th</sup> Executive Board meeting, circulated on June 02, 2021.

**AGENDA ITEM NO. 02**

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

7. 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.

8. Government Agencies had cleared "Mouza Kathar" measuring 1986 Kanal for which NOC had been issued, copy of the necessary clearance was issued by the concerned agencies attached, whereas remaining land would 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 principle the amount of Rs.5.589 billion for the development of Phase-1(a).
- ii. In addition, the Executive Board in its 13<sup>th</sup> meeting held on May 20<sup>th</sup>, 2021, directed to circulate the draft agreement along with finalized Layout Plan (LOP) in the agenda of 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 were to 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) The Contract Agreement was for Phase-1(a) which included land measuring 1986 Kanals 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.

9. 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:

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

#### DISCUSSION:

11. The Board was apprised that the NAB authorities vide correspondence NABR20190426171699/2019/IW-III/Inq/10891, dated June 16<sup>th</sup>, 2021 had sought certain record, pertaining to land and infrastructure





development, of the said project. The Board was of the view that FGEHA should wait for the outcome of the aforesaid letter and therefore, agenda should be deferred.

**DECISION:**

12. The Executive Board decided to defer the agenda.

**AGENDA ITEM NO. 03**

Subject: **CURRENT STATUS OF SECTOR F-14/ F-15 HOUSING SCHEME**

13. A writ petition No. 3450/2020 titled **Malik Muhammad Riaz Vs Federation of Pakistan & others** was filed in the Islamabad High Court where the petitioners sought enforcement of a settlement arrived at with Federal Government Employees Housing Authority, described in paragraph 102 of the minutes of 6<sup>th</sup> Executive Board of FGEHA. The petitioners stated that without adequate compensation they could not be deprived from their fundamental rights granted under the Constitution of Islamic Republic of Pakistan 1973.

14. Brief facts of the case were that the petitioners in an earlier Writ Petition challenged the acquisition of land falling in Sector F-14/15 under the Land Acquisition Act before the Islamabad High Court with the plea that in presence of CDA's Ordinance 1960 (A Special Law), the Land Acquisition Act 1894 (A General Law) would not be applicable in the Islamabad Capital Territory. The said Writ was allowed by the Islamabad High Court, however, the matter had attained finality from the Supreme Court of Pakistan where it was held that both laws could co-exist in harmony in the Islamabad Capital Territory.

15. During the pendency of the appeal before the Honorable Supreme Court of Pakistan negotiations were held with the petitioners as the project was held in abeyance and the Supreme Court of Pakistan kept the judgment reserved for more than 6 months. A settlement was arrived with the petitioners





of sector F-14/F-15 which was incorporated in the minutes of 6<sup>th</sup> Executive Board of FGEHA reproduced below;

- a. For all the affectees / landowners the rate of compensation of land in sector F-14 will be Rs.2,070,000/- per kanal + 15% land acquisition charges and interest as per section 34 of land acquisition act, 1894 till date of payment and the rate of compensation of land in Sector F-15 will be Rs.2,530,000/- kanal + 15% land acquisition charges and interest as per section 34 of land acquisition act, 1894 till date of payment. Whereas demand of the land owners for compensation of land for F-14 is Rs.3,300,000/- per kanal and for F-15 is Rs.3,800,000/- per kanal as approved in the 5<sup>th</sup> E.B meeting held on 21.10.2019, which was agreed by the chair.
- b. The land owners / affectees of Sector F-14/F-15 would withdraw all the reference petitions filed u/s18 of the land acquisition act, 1894 for enhancement of compensation.
- c. The agreement would be submitted in the Supreme Court with the request by both the parties to dispose of the CAs No.1476 to 1485/2018 filed by Federal Government Housing Foundation titled "FGEHF Vs Malik Ghulam Mustafa etc." as prayed for, accordingly.
- d. No further litigation would be instituted by both the parties with regard to any issue of land acquisition, enhancement of price of land and BUPs pertaining to Sector F-14/15 in future and the committee constituted by the affectees / locals of the area shall hand over peaceful possession of land and BUPs to develop the Housing Scheme on payment of compensation of land / BUPs as settled in the revised draft agreement / settlement. The following committee from the affectees / locals shall be responsible for peaceful possession.

1. Syed Sibit-e-Hassan Shah
2. Syed Inayat Ali Shah
3. Malik Muhammad Rafique S/o Malik Bashir Ahmed
4. Malik Sajjad Mehmood, Chairman of UC 39
5. Malik Rizwan Ahmad
6. Malik Ghulam Jillani S/o Malik Ghulam Sarwar
7. Mr. Zulfiqar Hassan Bhuto S/o Khan Gul
8. Mr. Muhammad Ilyas S/o Fazal Ilahi
9. Mr. Batish Mehmood S/o Muhammad Gulzar
10. Malik Iftar Mehmood from Mira Akku
11. Mr. Naseer Ahmad Malik S/o Noor Ahmed



- e. The settlement would be submitted in the Supreme Court of Pakistan for making it rule of the court in consultation with Ministry of Law and Attorney General of Pakistan.
- f. In case of a landowner with a land holding of at least 4 kanal or more on 20-05-2015, such land owner can opt for land sharing instead of cash compensation as mentioned above in the following manner.
  - i. The land sharing formula would be in terms that a developed plot of 1 kanal shall be allotted to such land owner / affectee for every four kanal of land acquired from him and other land owner / affectee for every two kanal of land acquired from him 10 Marla plot would be allotted to him.
  - ii. It was the obligation of such landowner to provide 4 kanal and 02 kanal of land free from all encumbrances.
  - iii. In the above case the cost of development would be borne by such landowners.
  - iv. It had also been agreed that only the land within F-14 and F-15 will be shared with such landowners. All the religious places Graveyards, Mosques, Imam Bargah, Janazgah and other similar places shall be excluded from the acquisition as mentioned in the awards.
  - v. The compensation of BUPs would be made on the current schedule rate fixed by the PWD department and the cut off date for structure would be for 31-12-2017 for Sector F-14 and 31-12-2018 for F-15/3 as approved in the 5<sup>th</sup> E.B meeting held on 21.10.2019, which was agreed by the chair.
  - vi. As per list of 120 affectees of Dhoke Sawayan and Baba Budah to be provided by the aforementioned committee of affectees those who are affectees or dwellers, whose dwelling house had been acquired, would be allotted one residential plot of size 25'x50' in sector G-15/3 (subject to availability) / Thallian whereas affectees demand was only G-15/3. Such allotment would be subject to the following conditions:
    - a. Only one dwelling house owned by an affectee would qualify for the above compensation, and no other built up property (BUP) will qualify for the above-





mentioned benefit. Other BUP will be compensated through cash payment as per policy.

b. Only one residential plot would be allotted to a family unit of affectees / dweller.

c. Affectees or dweller means a person who was an old and genuine resident of the area being acquired, having his name or his forefathers' names in the voter list of year 1996 and has a built-up property in form of dwelling house on piece of land being acquired.

vii. It would be the responsibility of the affectees committee / representative of the affectees to sign the settlement agreement as settled above from the affectees / locals of Sector F-14/F-15.

16. The writ titled Malik M Riaz vs FGEHA was filed in the Islamabad High Court by the petitioners seeking enforcement of the said settlement. The matter was referred back by the Islamabad High Court to the Executive Board of the Authority to reconsider the matter and ponder over the earlier settlement arrived at with the petitioners. The issue was placed before the Executive Board of the Federal Government Employees Housing Authority in its 8<sup>th</sup> meeting held on 27.11.2020 where the Executive board was apprised about the stance taken by the Federal Government Employees Housing Authority before the Honorable Court. The court was informed that the only remedy available to the land owners for enhancement of compensation under the law was to file reference under section 18 of the Land Acquisition Act 1894 before the referee / Civil Court which was quite in accordance with the judgment of the Supreme Court of Pakistan. The Board was further apprised that the FGEHA's counsel had pleaded before the court that the draft agreement between the land owner / affectees was conditional and subject to the endorsement by the Supreme Court of Pakistan. The same was not entertained by the SCP thus could not be implemented.



However, in the larger interest of the project and keeping in view the agony of the allottees the Board decided to enhance the compensation as per the settlement but refused to allow land sharing as plots were already allotted to FGEHA's members. The terms as approved by the Executive Board were as below: -

- i. For all the affectees / landowners the rate of compensation of land in sector F-14 will be Rs.3,300,000/- per Kanal and for F-15 Rs.3,800,000/- per Kanal as approved in the 5<sup>th</sup> E.B meeting held on 21.10.2019 that amounts to amending the land award already announced by the Land Acquisition Collector, ICI in the year 2015 & 2017.
- ii. The cut-off date for award of BUPs would be extended to 31.12.2017 for F-14 and 31.12.2018 for F-15/3, as approved by 5<sup>th</sup> E.B meeting. The compensation of BUPs would be made on the rates as per current schedule of PWD.

The abovementioned conditions were agreed upon by the then Chair, subject to the following

- a. The land owners /affectees of Sector F-14/F-15 would withdraw all the reference petitions filed u/s 18 of the Land Acquisition Act, 1894 for enhancement of compensation.
- b. No further litigation would be instituted by both the parties with regard to any issue of land acquisition, enhancement of price of land and BUPs pertaining to Sector F-14/F-15 in the future. The committee constituted by the affectees / locals of the area shall hand over peaceful possession of land and BUPs to develop the Housing Scheme.
- c. The settlement would be submitted in the Islamabad High Court for endorsement and making an order of the Court to settle the compensation issue.





17. The Honorable Islamabad High Court was informed about the decision of the Executive Board which was submitted in form of a miscellaneous application. However, the Honorable Chief Justice Islamabad High Court did not agree with the decision of the 8<sup>th</sup> Executive Board meeting and allowed the Writ Petition in favor of the petitioners. The Honorable Islamabad High Court held that the Federal Government Employees Housing Authority was a statutory body and was accountable for its decisions and could not be allowed to go back on its commitments merely on technicalities.

18. Primarily there were two differences in the decisions of the 6<sup>th</sup> and 8<sup>th</sup> Executive Board of FGEHA. The earlier decision had allowed the petitioners to either claim cash compensation or be given a choice to get a developed plot on land sharing formula. However, in its 8<sup>th</sup> meeting the Board denied the land sharing and had only approved enhanced compensation amount.

**WAY FORWARD:**

- I. The FGEHA would implement the decision of the Islamabad High Court in Writ Petition titled Malik Muhammad Riaz Vs Federation of Pakistan & others in letter and spirit and the settlement agreement earlier arrived at with the petitioners and subsequently endorsed by the Executive Board in its 6<sup>th</sup> meeting. Opinion of FGEHA's lead counsel who represented the FGEHA before the Islamabad High Court was also placed for information of the Board.
- II. FGEHA was liable to accommodate the affectees of the said Sector by giving a plot @ ratio of 4:1 under sharing formula policy. In this regard the land directorate of the authority had compiled data on the basis of revenue record. In view of the above, the following proposals were submitted by the Estate Wing for consideration and subsequent approval from the Executive Board.



- a) 290 Category-I plots allotted to the applicants of Old Retirees quota over and above their approved share of 10% may be reverted back and further be utilized to meet the demand of the affectees of the said sector. In the current scenario, it would resolve issue of liability of FGEHA assigned through Islamabad High Court decision. It would also regularize the discrepancy by adopting the approved quota policy in letter and spirit.
- b) If the demand of plots for allotment to the affectees was more than above referred reverted plots from Old Retired quota, then the rest of plots may be retrieved by putting a cut from the bottom of the main 56% serving quota.
- c) Whereas, the affected applicants/ allottees of Sector F-14/15 would be accommodated in future allocated sectors i.e. F-12/ G-12 etc.

#### DISCUSSION:

19. The Board was briefed that Islamabad High Court announced decision on June 14<sup>th</sup>, 2021, wherein the decision of 6<sup>th</sup> Board of FGEHA on the terms and conditions settled in an agreement between FGEHA and the land owners of the said Sector was upheld. In subject agreement both options i.e. either compensation through payment of land or option of land sharing formula at the ratio of 01 Kanal developed plot in exchange of 04 revenue Kanal of raw land and a developed plot of 10 Marla in exchange of 2 revenue Kanal of raw land, subject to bearing of development cost by the land owner was agreed upon. It was elaborated that the exact number of plots to be offered to land owners would be determined after getting demand from land owners by launching of advertisement in national dailies, on official webpage of FGEHA as well as by placing banners at site. Further, the Board was informed that allotment of two categories of plots i.e. Category-I (measuring 50x90) and Category-III (measuring 35x70) would be affected accordingly. The Board was briefed about status of construction agreement with



M/s FWO. It was informed that negotiations on revival of the construction agreement was in process with M/s FWO. The latter had demanded provision of price adjustment in the addendum of the original construction agreement. However, the baseline rates for price adjustment were under negotiation with M/s FWO.

#### DECISION:

20. Following decisions were taken:

- (i). The Board directed to float an advertisement/ public notice at earliest in national dailies, on official website of FGEHA as well as by placing banners and notices at the respective site to inform land owners to give their option whether they opt for land sharing or compensation in shape of payment @Rs.3,300,000/- for F-14 and 3,800,000/- for F-15 including 15% compulsory acquisition charges within 20 days from publication of advertisement/ public notice. On expiry of stipulated time, in case of no response from landowner of F-14/ F-15, it would be presumed that the landowner of the said sectors were interested to take compensation instead of plots under land sharing formula and FGEHA would take further course of action accordingly.
- (ii) Land sharing formula was based on 01 Kanal developed plot in exchange of 04 revenue Kanals of raw land and a developed plot of 10 Marla in exchange of 2 revenue Kanals of raw land, subject to bearing of development cost by the landowner.
- (iii) In order to implement the decision of Islamabad High Court, Category-I plots allotted to the applicants where approved quota share has not been observed and plots have been allotted over and above its approved quota ratio may be retrieved and further be utilized to meet the demand while implementing court decision. It will also remove the discrepancy by adopting the approved quota policy in letter and spirit.
- (iv) If there is an additional demand of plots to complete the implementation of court orders then the required plots may be retrieved by putting a cut from the bottom of 56% serving quota.
- (v) Further, the construction agreement between FGEHA & M/s FWO be executed at the earliest with the condition to complete the development work preferably within 18 months' time after signing of construction agreement.



#### AGENDA ITEM NO. 04

#### SUBJECT: ESTABLISHMENT OF INTERNATIONAL HOSPITAL ON BUILD, OPERATE AND TRANSFER (BOT) BASIS IN MAUVE AREA, SECTOR G-13, ISLAMABAD

21. A plot was reserved for international hospital in Mauve Area Sector G-13, Islamabad. M/s UHY was engaged as transaction advisor for preparation of commercial feasibility study, conducting procurement process for engagement of private party, negotiation of concession agreement with private party and afterwards assistance in achieving the financial close. The scope of assignment to be performed by transaction advisor was as below:

SN	Phase	Activity	Deliverables	Fee (M)
1	Commercial Feasibility Study	<ul style="list-style-type: none"><li>• Carryout CFS of the Project to implement and execute the Project through private sector participation /public private partnership basis, while addressing all the relevant technical, legal and financial aspects of the Project.</li><li>• Structure the transaction, to create win-win solution for both the public and private sectors while ensuring value for money proposition is offered to the public sector and bankable financial structure is retained for the private sector. Get the approval of CFS from P3A, if required</li></ul>	<ol style="list-style-type: none"><li>1. Inception Report</li><li>2. CFS</li><li>3. Option Analysis</li><li>4. Transaction Structure</li><li>5. Project Proposal (Qualified or Non-Qualified)</li><li>6. Approval of CFS from P3A, if required</li></ol>	3





SN	Phase	Activity	Deliverables	Fee (M)
2	Procurement process	<ul style="list-style-type: none"> <li>• Preparation of bidding documents including Request for Qualification (RFQ), if so required; Request for Proposal (RFP); Project Information Memorandum (PIM)/Market Sounding Document, draft Concession Agreement.</li> <li>• Assist IA in carrying-out competitive, efficient and transparent bidding process for the Project and conduct detailed evaluations of the proposals received and to solicit technically qualified and financially sound private party. And approval of the all stages from P3A, if required (In case of Qualified Project)</li> </ul>	<ol style="list-style-type: none"> <li>1. Project Information Memorandum</li> <li>2. Marketing material and marketing plan for the Project to generate adequate investor interest</li> <li>3. Investor Presentation</li> <li>4. Request for Qualification, if required</li> <li>5. Request for Proposal</li> <li>6. Draft Concession Agreement</li> <li>7. Selection of Private Party &amp; Bid Report</li> <li>8. Project Proposal</li> <li>9. Approval of all stages from P3A, if required</li> </ol>	3
3	Negotiations on the Concession Agreement	<ul style="list-style-type: none"> <li>• Assist IA in effectively negotiating the Concession Agreement with the successful bidder; and other subordinate/ancillary agreements to the Concession Agreement</li> </ul>	<ol style="list-style-type: none"> <li>1. Final Concession Agreement</li> <li>2. Other subsidiary agreements</li> <li>3. Project Proposal</li> </ol>	3
<b>Signing of the Concession Agreement</b>			<b>Deliverables</b>	<b>Fee</b>
4	Assistance in Finance Close	Assist IA to facilitate private party in achieving timely financial close for the Project.	<ol style="list-style-type: none"> <li>1. Review Report on detailed design submitted by the Concessionaire</li> </ol>	



SN	Phase	Activity	Deliverables	Fee (M)
		The activities under this phase may include negotiating Concession Direct Agreement with the Concessionaire and the Lenders, reviewing entire security documentation package and assisting IA in fulfilling conditions precedent related to achievement of timely financial close for the Project.	2. Confirmation that the Concessionaire has met all the conditions precedent for declaring its financial close	3
Total Transaction Advisory Fee (Millions)				12

22. A committee was constituted for periodic meetings with Transaction Adviser to ensure implementation of timelines and to review the deliverables of consultant.

23. M/s UHY submitted the inception report and afterwards submitted the first draft of commercial feasibility study. The committee had detailed discussions on the draft commercial feasibility study, option analysis and proposed transaction structure of the project through series of meetings. The commercial feasibility study submitted by M/s UHY was refined multiple times, and M/s UHY incorporated all the comments of the committee members, in its final submitted report.

24. M/s UHY in its report concluded that it would be most feasible option to establish a hospital of 500 Beds on international standards. Furthermore, transaction advisor recommended that Build, Operate and Transfer (BOT) shall be most feasible transaction structure.

25. M/s UHY has submitted Final Commercial Feasibility Study, the brief of same extracted from Final Feasibility Report which is as follows:





Description		Value
Project Value	PKR(M)	10,700
<b>Investment by Private Party</b>		
Debt	PKR(M)	7,490
Equity	PKR(M)	3,210
<b>Total</b>	PKR(M)	<b>10,700</b>
Concession period (Years)		16
<b>Returns</b>		
IRR-Project	%	16.1%
IRR-Dividend Base	%	21.4%
NPV-Equity cash flow	PKR(M)	6,252
NPV-Dividend	PKR(M)	6,200
Payback period (Years)		9.13
Payback period-Dividend Base (Years)		9.60
Total Dividend paid to Private investor during the concession	PKR(M)	25,466
<b>Share of FGEHA (2.71% of gross revenue p.a.)</b>	PKR(M)	<b>4,374</b>

#### RECOMMENDATION:

26. The committee had recommended to present the brief of the project, commercial feasibility study, option analysis and transaction structure to Executive Board (EB) for information. It was recommended that Executive Board may grant approval to initiate the procurement process for engaging Private party on BOT basis through Technical Wing of FGEHA.

#### DECISION:

27. The Board deferred the agenda with the direction to explore the option of lease with Build Operate & Own (BOO) and auction the said plot through RFP. M/s UHY to present the matter in the forthcoming meeting.



## AGENDA ITEM NO. 05

**Subject: BUDGET FOR THE FINANCIAL YEAR 2021-22**

28. After receiving budget estimates from different wings of the Federal Government Employees Housing Authority (FGEHA), Finance Wing prepared Establishment and Development Budgets for the FY (2021-22). Total Establishment budget for the Financial Year (2021-22) was estimated to be Rs.1,474,720 ,858/- which was showing an increase of 42%, when compared with budget allocations for FY (2020-21), which was Rs.1,037,448,621/-. The increase had been estimated in view of the fact that an Additional Adhoc Allowance (Disparity Reduction Allowance) was likely to be merged with the pay of the Federal Government employees, and resultantly the pay scales would be revised. Therefore, allocations were calculated accordingly. Moreover, some new appointments were expected to be made by the administration wing, so the financial impact has been included in the budget accordingly.

29. The proposed budget on development side was Rs.60,856,278,297/- against expected receipt of Rs.64,110,000,000/-. Budget was 25% less as compared to what was proposed in FY (2020-21). Finance wing requested all Project Directors (PDs) for sending budget estimates, and preparation of the budget had been done accordingly after taking all factors into consideration.

30. Moreover, since two new sectors G-12 and F-12 had been launched by FGEHA therefore, Authority expected receipts from the proposed allottees. Besides, plots of Green Enclave-I and Apartments of Kashmir Avenue had been made transferable by FGEHA, which would fetch income for the Authority.





### RECOMMENDATION:

31. Budget for the financial year (2021-2022) duly recommended by the Finance & Accounts Committee on 04-06-2021 was presented for approval.

### DISCUSSION:

32. It was stated that as decided by the Federal Government, Disparity Reduction Allowance had not been made part of the basic pay, therefore, actual increase allowed by the Federal Government in the Federal Budget for FY (2021-22) would be taken into account, and the size of the Establishment budget would be reduced accordingly.

33. The Board inquired about the allocation of funds under the head purchase of transport. It was apprised that a sum of Rs. 26 million was allocated for the purpose. It was further inquired whether the Authority needed to procure vehicles in the next financial year. It was informed that the allocation had been made keeping in view the requirement of staff. It was directed that as and when requirement for the procurement of vehicles would surface, the Authority shall bring the same before the Board for approval.

34. The Board inquired about the allocations for the procurement of IT materials in the FY (2021-22). It was informed that Rs. 50.8 million was allocated for the purpose including hardware and software.

### DECISION:

35. The Board approved the Establishment and Development Budget of FGEHA for the FY (2021-22), to the tune of **Rs.1,474,720,858** and **Rs.60,856,278,297** respectively.



AGENDA ITEM NO. 06

Subject: COMPENSATION OF BUILD UP PROPERTY IN G-13/2, ISLAMABAD

36. An application had been received from Mr. Tassadaq Hussain S/o Sher Zaman, stating that built up property payment of House on Plot No.6, Street 24-A, G-13/2, Islamabad was pending till date.

37. The applicant mentioned that after acquiring NOC from the then FGE Housing Foundation and CDA, the applicant constructed a double story house. Later all 12 plots including the applicants plot were cancelled by the Islamabad High Court.

38. In the light of above, and the decision of Hon. Islamabad High Court, alternative plot No. 2-A, St 126, G-13/4, Islamabad was issued to the applicant. The applicant desired that payment of the Built-Up property may be provided to the applicant.

39. The DC/LAC revenue staff had completed the assessment & measurement of the Built up property, which was 6,988 sq.ft.

RECOMMENDATION:

40. It was informed that a supplementary BUP award would have to be issued with only one BUP in G-13/2, Islamabad if the applicant was to be compensated as per the original rates of BUPs set by Pak PWD and ICT.

DECISION:

41. The Board directed that the matter may be re-examined in detail by the Land & Law Wing and brought in the next meeting of the Board with clarity regarding the status of award/ fresh award/ Built-Up Property/ compensation. Legal aspect of the issue would also be examined.





AGENDA ITEM NO. 07

SUBJECT: CHANGE IN LOCATION FROM MOUZA KHAIRI MOURAT, MOUZA CHAHAN, MOUZA MANDOWAL, MOUZA THALLIAN TO MOUZA RAJAR FOR THALLIAN HOUSING SCHEME

42. FGEHA (then FGEHF) signed a JV agreement with M/s KSDB (Pvt) Ltd. after the approval of Executive Committee in its 132<sup>nd</sup> meeting. The agreement was aimed to provide developed plots primarily in Mouza Khairi Mourat, Mouza Chahan, Mouza Mandowal, Mouza Thallian and any land parcel in adjoining Mouza's contiguous to proposed land ranging from 7000 to 10,000 kanal.

43. The Project remained at halt due to multiple issues in the past such as accessibility to the preliminary proposed land, provision of clear land by JV partner and audit observations etc. The matter was also taken up by the PAC and it directed FGEHA to devise a way forward.

44. Earlier, FGEHA opened the membership for Government Employees and General Public in March 2017. Approximately, 9105 residential plots of various categories were planned and offered to members of FGEHA. In response, 5317 members deposited the down-payments against offers issued. The mutation for land measuring 1206 kanal approx. in Mouza Chahan was also entered in the name of FGEHA, whose approval was pending from revenue office. Moreover, the Firm could not provide the requisite access to the proposed site.

45. Realizing the dire need of plots for allotments to awaited members and pursuant to PAC directions to suggest way forward, the authorities decided to revive the project and to this effect Project Supervisory Committee for Thallian was notified in 2020. The meetings of P.S.C were held on



weekly/fortnightly basis to find a pragmatic way forward. In this regard, following had been done/worked out:

- a) FGEHA had revalidated an agreement with MORE and FWO for provision of access from M-2 after approval of E-B in its 6<sup>th</sup> meeting.
- b) Land documents of 2500 kanal in Mauza Rajar had been provided by the firm, which were under evaluation.

46. Further, following was to be done:

- i. Approval from NHA for interchange on M-2 and provision of 300 kanal of land by M/s KSDB (Pvt) Ltd for transfer to NHA.
- ii. Mutation of 100 kanal of land as Performance Security in favor of FGEHA.
- iii. Settlement of audit paras from DAC and PAC

47. Furthermore, M/s KSDB Pvt. Ltd had provided an undertaking for the provision of developed residential plots on rates agreed in already signed JV Agreement. Firm had requested to change the Project Site from Mouzas listed in para-42 to Mouza Rajar, which required land valuation. They had also shown their inability to provide 2<sup>nd</sup> access through Chakri Road, as same was neither available nor possible for the newly proposed land.

48. In view of above and in order to move forward on the instant Project, certain necessary changes were required in the JV Agreement dated 23<sup>rd</sup> September, 2016, including permission to change the location of the project, revaluation of land price and others. An addendum would be drafted and placed before the next Executive Board meeting, for approval.

### RECOMMENDATION

49. The Executive Board may grant in principle approval to change the location of the project from Mouza Khairi Mourat, Mouza Chahan, Mouza Mandowal, Mouza Thallian to Mouza Rajar & adjoining Mouzajat and to draft the addendum as stated in para 48.





DECISION:

50. The Executive Board directed to place the addendum in next Executive Board meeting, after incorporating all the changes, to the original JV Agreement duly vetted by the Law Wing, FGEHA.

AGENDA ITEM NO. 08

Subject: MOU WITH BURJ BUILDERS & DEVELOPERS PVT LTD. FOR APARTMENT PROJECT ON M-9 SUPER HIGHWAY NEAR BAHRIA TOWN KARACHI

51. The Steering Committee in its meeting dated 7-12-2020, recommended the proposal of Burj Builders (Pvt) Ltd (*previously Sultan Fort*) for signing of MOU. The Executive Board in its 9<sup>th</sup> meeting deferred the agenda till the appointment of regular Chief Engineer and specified that the title of land leased could not be equated with owned land.

52. The agenda came up under discussion again during the confirmation of minutes for 9<sup>th</sup> Executive Board, wherein it was informed that the case had been vetted by the law wing of FGEHA and under FGEHA act, 2020 in the definition of specified area; land could be leased to the authority. The Executive Board after deliberations gave the following decision:

*"The Executive Board directed that FGEHA shall strictly adhere to the provisions of JV Regulations and FGEHA Act, 2020 and in case of the housing projects to be launched on leased land, the said land should be under the Government lease only instead of any private owner/party"*

53. In was submitted that the land in question was leased for the period of 99 years starting in the year 1995 and would expire in 2095 renewable under land rules 1975 under clause 4(2). The lease of the land was granted by Government of Sindh and currently under the ownership of proposers.



54. The proposal was a potential project for employees of Federal Government in Karachi and had clear title, land use. Further, no liability would be created for FGEHA as all codal formalities would be completed before transfer/mutation of land.

**RECOMMENDATION:**

55. The Executive Board to grant in principle approval to evaluate the proposals of lease lands for JV and approve the recommendations of Steering Committee for signing an MOU with the Burj Builders & Developers (Pvt) Ltd for advertisement of the project.

**DECISION:**

56. The Board deferred the agenda with the direction to clarify/ascertain the legal aspect of lease/ownership framework in the light of FGEHA Act, 2020 and local laws. Further, business plan/marketing plan may also be presented in next EB meeting.

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

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