FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY
10-MAUVE AREA, G-10/4, ISLAMABAD
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No.15 (7)/2019-HA (DS)/31 Dated: 25th January 2024

Subject: **MINUTES OF 31ST EXECUTIVE BOARD MEETING OF THE FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY HELD ON 11TH JANUARY 2024**

31st Meeting of the Executive Board (EB) of the Federal Government Employees Housing Authority (FGEHA) was convened under the Chairmanship of the Honorable Prime Minister/Minister-in-Charge Housing and Works Division, under clause 5 (4) of the FGEHA Act 2020 on **11th January 2024 at 12:00 PM** in the Committee Room of Ministry of Housing and Works, 1st Floor, B-Block, Pak, Secretariat, Islamabad.

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

(AMMARA YUNUS)
Director (Staff)

DISTRIBUTION:

1. Mr. Anwaar-ul-Haq Kakar, Prime Minister of Pakistan/Minister in-charge of Housing & Works/Chairman Executive Board.
2. Dr. Shahzad Khan Bangash, Secretary, M/o Housing & Works, Islamabad.
3. Mr. Waqas Ali Mehmood, Additional Secretary, M/o Housing & Works, Islamabad.
4. Mr. Muhammad Israr, Senior Draftsman, Law & Justice Division, Islamabad.
5. Ch. Muhammad Anwar Hussain, Senior Chief (Technical/PP&H), Planning Commission, Islamabad.
6. Mr. Saad Faazil Abbasi, Senior Joint Secretary (Expenditures), Finance Division, Islamabad.
7. Capt. (R) Anwar-ul-Haq, Chief Commissioner, ICT, Islamabad.
8. Mr. Muhammad Shahid Hussain, Managing Director, PHA Foundation, Islamabad.
9. Director General, Pak PWD, Islamabad.
10. Capt. (R) Anwar-ul-Haq, Chairman CDA, Islamabad.
11. Capt. (R) Muhammad Zafar Iqbal, Director General, FGEHA, Islamabad.
12. Col. (R) Imtiaz-Ul-Haq Khattak, Chief Engineer, FGEHA, Islamabad.
13. Mr. Muhammad Ashfaq Ghumman, (Co-opted Member) Senior Joint Secretary, M/o Housing & Works, Islamabad.
14. Mr. Muhammad Adnan Dayar (Co-Opted Member) Joint Secretary (Estate) M/o Housing & Works, Islamabad.

Copy for information and further necessary to:

i. Chief Engineer, FGEHA
ii. Director (Planning), FGEHA
iii. DC/LAC /Director (Land) , FGEHA
iv. Director (Law), FGEHA
v. Director (IT), FGEHA

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

Subject: **MINUTES OF 31ST MEETING OF EXECUTIVE BOARD OF THE FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY HELD ON 11TH JANUARY 2024**

31st Meeting of the Executive Board (EB) of the Federal Government Employees Housing Authority (FGEHA) was convened on 11th January 2024 at 12:00 PM in the Committee Room of Ministry of Housing and Works, 1st Floor, B-Block, Pak, Secretariat, Islamabad. The Honourable Prime Minister/Minister-in-Charge Housing and Works Division could not attend the meeting due to his official engagements. In his absence, the business of the Board was carried out in accordance with Section 5 (4) of the FGEHA Act, 2020, which provides:- ***"The Chairman shall preside over the meetings and in his absence any senior member chosen by the members present, shall preside the meeting."*** Members of the Executive Board elected the Secretary (H&Ws), being the senior most to preside the meeting as Chairman.

2. Proceedings of the meeting commenced with the recitation from the Holy Quran. At the outset of the meeting, the Chair welcomed the participants. List of participants is enclosed.

3. Agenda items discussed in the meeting and the decisions taken are presented below:

AGENDA NO. 01

Subject: **CONFIRMATION OF THE MINUTES OF 30TH EXECUTIVE BOARD MEETING OF FGE HOUSING AUTHORITY HELD ON 30TH NOVEMBER 2023**

4. Director General, FGE Housing Authority briefed the members of the Board that Minutes of 30th Executive Board meeting were circulated on 15th December 2023 and no reservation had been received from any member of the Board. However, Senior Joint Secretary Finance Division made specific reference to **Section 3 of State-Owned Enterprises (Government and Operations) Act, 2023: *"Scope and Applications"*** regarding **Agenda No. 07**: ***"Constitution of Board of FGEHA in-line with SOE Act, 2023"*** of **30th Executive Board meeting** and recorded his note of dissent to the extent that there is a need of revision of

Board of FGEHA in line with SOE Act, 2023. He further pointed out that as FGEHA & PHA are Statutory organizations and body corporates which are wholly controlled by the Federal Government, therefore as per section 36 (4) of the SOE Act 2023, it is mandatory to bring the governance of FGEHA & PHA in accordance with the SOE Act, 2023 including reconstitution of their respective Boards. In the light of dissenting note of member of the Board, Decision of Agenda No. 07 of 30th Executive Board meeting had been amended as under:

> ***"The Board, with the only exception of one member, decided that there is no need of revision of Board of FGEHA in-line with State-Owned Enterprises (Government and Operations) Act, 2023 as SOE Act, 2023 does not apply to FGE Housing Authority. However, the Board unanimously decided that inclusion of Chief Engineer as member of Executive Board needs to be rationalized/reconsidered and at the same time there is a need to enrich and expand the current quorum of the Board by incorporating at least 2 retired bureaucrats as co-opted/permanent members. The Board directed to refer the instant case to Law, Justice & Human Rights Division for seeking formal advice on the aforementioned aspects along with a need of reverting chairmanship of the Board to Secretary, Housing & Works as pointed out by Senior Draftsman Law & Justice Division, to align the Board with the standard structure of Boards of other authorities/entities."***

DECISION:

5. The Executive Board unanimously confirmed the Minutes of 30th Executive Board meeting with the amendment in the decision of Agenda No. 07 contained in Para-4 above.

AGENDA NO. 02

Subject: PROGRESS ON DECISIONS OF 30TH EXECUTIVE BOARD MEETING

6. The Board was briefed in detail on the progress on the decisions of 30th Executive Board meeting. Progress report on the said decisions is enclosed **(Annex-I).**

7. The Board expressed its satisfaction over the progress on the decisions of 30th Executive Board meeting.

AGENDA NO. 03

Subject: **REPORT ON PARK ROAD HOUSING SCHEME REGARDING PLAUSIBLE WAY FORWARD IN THE LIGHT OF DECISION OF 30TH EXECUTIVE BOARD MEETING**

8. The Board was apprised that the Executive Board in its 30th meeting directed DG FGEHA to present a detailed analysis of following options for consideration in the Board meeting.

i) Land sharing formula, i.e., 4 Kanal of raw land in exchange of 1 Kanal of developed residential plot whereas, and/or 4 Kanal of raw land in exchange of 5 marla of developed commercial plot for acquisition of land in Mouza Tamma, subject to payment of development cost as per CDA policy and earlier decisions of the Executive Board of FGEHA regarding Sector F-12 & G-12.

ii) Options of enhancing the compensation or the instrument of 'Easement of Possession' for Mauza Tamma, on the same analogy of Mauza Mohrian may be explored and brought for the decision of the Executive Board.

9. DG FGEHA further apprised that in compliance to the decision of the Board, a committee was constituted on 30th November 2023 with specific TORs, contained in **Para-8 above**, to present a detailed report after considering all factors. Composition of the committee along with methodology adopted by the committee in the light of TORs is as under:

COMMITTEE COMPOSITION

1.	Director Finance	**Chairman**
2.	Director Planning	Member
3.	Director Law	Member
4.	Director Technical	Member cum Secretary
5.	Director Estate	Member/Special Invitee
6.	DC/LAC	Member
7.	Project Director (Park Road)	Member

METHODOLGY

i. Earlier decisions of the Cabinet and Executive Board related to F-12/G-12, F-14/15 & Park Road; and policy/framework in other organizations, i.e., CDA & DHA regarding ***Residential & Commercial Land Sharing***

ii. Earlier decisions of the Cabinet and Executive Board regarding ***Enhancement of Compensation/Instrument of Easement of Possession.***

iii. Determination of factual position of Ownership in Mouza Tamma

iv. Determination of factual position of Allotment in Mouza Tamma

v. Market Analysis of Land Sharing and Enhancement of Rate

vi. Pros and Cons of Enhancement of Compensation/Instrument of Easement of Possession.

vii. Financial Impact of Enhancement of Rate and Land Sharing

Earlier Decisions of Cabinet & Executive Board; and Policy/Framework in CDA & DHA regarding Residential & Commercial Land Sharing

10. Director Finance/Chairman of the Committee informed the Board that Federal Cabinet approved land sharing in the ratio of 1:4 along with the consolidation of small parcels of land into 4 Kanal within the same family; however, it capped the land sharing to the extent of 25% of developed plots. Land sharing in F-14/F-15 was also allowed with the formula in the same ratio of **1:4** and **½:2** subject to bearing of development cost but without capping of allotment of residential developed plots to the land owners. The basic principle of 1:4 was adopted in both the schemes to the extent of land sharing of Residential Plots only. In the light of decision of Federal Cabinet, Executive Board in its 21st meeting held on 20th May 2022 approved Land Sharing in Mouza Tamma. It was further decided in 22nd Executive Board meeting held on 3rd August 2022 that priority would be given to ***Land Sharing*** instead of payment of land in Mouza Tamma. According to Land Sharing Policy of CDA, *allotment of plots of 50*90 on the unit of 04 Kanal or joint plots having more than 10 marla and less than 4 Kanal to the land owners of Sector C-15/16 for residential plots in ratio 4:1*, had been made **but there was no policy invoked for land sharing for commercial plots in CDA**. However, it had been noticed that DHA did not have a specific policy for Land Sharing against commercial plots, however commercial land sharing was considered in specific cases on need basis. Summary of earlier decisions of Federal Cabinet & Executive Board of FGEHA; and prevailing policies in other organizations, i.e., CDA and DHA regarding residential and commercial Land sharing is as under:-

Cabinet/Executive Board Decisions & Policies in CDA/DHA Regarding Land Sharing

Scheme	Cabinet/Executive Board/Others	Decision
F-12/G-12	**Summary of Federal Cabinet** Dated: 25-06-2020	**Para-6 (iv)**: • For land purpose, land sharing formula (1:4, i.e., for every 4 Kanal of Raw Land, 1 Kanal developed plot) will be adopted as decided by the Federal Cabinet. • For land below 4 Kanal of Raw Land, only payment will be made as per acquisition rate. However, if land owner consolidates the small parcels of land into 4 Kanal & above, within the same family, he shall also be given the plot as per above mentioned

		land sharing formula after necessary verification by the LAC.
	Minutes of **19th Executive Board meeting** Dated: 22-12-2021	**Para-24 (iii)**: • Payment to be commenced to Land Owners. • Applications for Land Sharing to be invited, within a specific timeline.
F-14/15	Minutes of **14th Executive Board meeting** Dated: 24-06-2021	**Para-20 (i)**: • The Board directed to float an advertisement/Public Notice at the earliest in National Dailies, on official website of FGEHA as well as by placing banners and notices on the respective site to inform Land Owners to give their options whether they opt for land sharing or compensation @ Rs. 3,300,000/- for F-14 and Rs. 3,800,000/- for F-15 including 15% of compulsory acquisition charges within 20 days from publication of advertisement/public notice. • On expiry of stipulated time, in case of no response from land owner of F-14/F-15, it would be presumed that the land owner 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. **Para-20 (ii)**: • Land Sharing formula was based on 1 Kanal plot in exchange of 4 Kanal of Raw Land and a plot of 10 marla in exchange of 2 Kanal of Raw Land, subject to bearing of development cost by the land owner.
Park Road	Minutes of **13th Executive Board meeting** Dated: 20-05-2021	**Para-28:** Board decided that the ***Road Map Proposed***, was approved in principal if SCBA and FGEHA proceed on the principal of parity in development and distribution of plots in each phase. **Para-26 (i) & (iv) of *Proposed Road Map*:** i. SCBA Housing Scheme shall be executed on 4100 Kanal in Mouza Mohrian on the basis of 02 mechanisms, i.e., price consideration as per award to the extent of 2100 Kanal and land sharing formula (500 sq/yds developed plot for every 4 Kanal of raw land) to the extent of 2000 Kanal. The land owners would however be liable to pay the development cost of their respective plots. iv. The FGEHA shall have to amend the Terms of Reference of the existing Award, and include a Land Sharing Clause, applicable in both Mouza Mohrian and Mouza Tamma, as it was the basis upon which the SCBA had negotiated with the land owners.

	Minutes of **21st Executive Board meeting** Dated: 20-05-2022	**29-I/ (ت):** بورڈ نے ایف جی ای ہاؤسنگ اتھارٹی کو ہدایت دی کہ موضع طمہ کی زمین کی مالیت بہت زیادہ ہے لہٰذا فوری طور پر تجویز کنندہ گروپ سے یا کسی بھی اور فرد / فرم سے لینڈ شئیرنگ کی بنیاد پر اور وفاقی کابینہ کے فیصلہ کی روشنی میں مذاکرات کیے جائیں۔ The Board directed that the negotiations may be held with the land owners/firms on the basis of land sharing in the light of the decision of the Federal Cabinet.
	Minutes of **22nd Executive Board meeting** Dated: 03-08-2022	**109-I/:** موضع طمہ کے لیے فی کنال ریٹ 40 لاکھ 25 ہزار فی کنال بشمول 15 فیصد اکویزیشن چارجز ہو گا اور موضع طمہ میں رقبے / زمین کی ادائیگی کی بجائے " لینڈ شئیرنگ " کو ترجیح دی جائے گی۔ The Board also approved Rs. 4,025,000/-per Kanal including 15% acquisition charges for Mouza Tamma ***and priority will be given to "Land Sharing" instead of payment of land in Mouza Tamma***.
	CDA & DHA Policies Regarding Land Sharing in case of residential and commercial area	• The information gathered from CDA showed that CDA under its land sharing policy alloted the plots of 50*90 on the unit of 04 Kanal or joint plots having more than 10 marla and less than 4 Kanal to the land owners of Sector C-15/16 for residential plots with ratio 4:1. **There was no policy invoked for land sharing for commercial plots in CDA.** • However, it had been noticed that DHA did not have a specific policy for Land Sharing against commercial plots. It made commercial land sharing in specific cases on need basis.

Earlier Decisions of Cabinet and Executive Board regarding Rate Enhancement/Instrument of Easement of Possession

11. It was apprised that detailed analysis of earlier decisions of Cabinet and Executive Board revealed that rate of awards had been altered, either increased or decreased, under the umbrella of enhancement/reversion of amount of award but no instrument of Easement of Possession was used. Main reason of not using the instrument of Easement of Possession was to avoid legal complications due to involvement of 3rd party (land providers) for facilitation in getting possession. In cases of F-12/G-12 and F-14/15, the amount of award was enhanced instead of using the instrument of Easement of Possession. In Park Road scheme, Executive Board reverted its earlier decision of 19th meeting to the original award rate in Mouza Tamma but kept the enhanced rate intact @ Rs. 3,400,000/- in the name of Easement of Possession instead of Enhancement in Mouza Mohrian but payment was allowed to land owners at enhanced rate. The board adopted the instrument of Easement of Possession in true spirit only to the extent of SCBA in which SCBA had used this instrument (by involving third party) for acquiring partial area of land (1045 Kanal). As per legal opinion mentioned in

Para-21 of the minutes of 21st meeting, the Executive Board could enhance the Award. For this purpose, the Board could constitute a committee under section 10 of FGEHA Act, 2020. However, the Board in its 21st meeting reaffirmed its earlier decision of enhancement without constituting the Committee. Summary of earlier decisions of Federal Cabinet & Executive Board of FGEHA is as under:-

Cabinet/Executive Board Decisions Regarding Enhancement of Rate/Instrument of Easement of Possession

Scheme	Cabinet/Executive Board	Decision
F-12/G-12	**Summary of Federal Cabinet** Dated: 23-08-2021	**Para-5:** Para 6(x) of minutes of meeting of the Cabinet Committee, dated 24th June 2021 is reproduced as below: **"The award for Sector G-12 & F-12 notified by CDA in 1985 will be set aside by the CDA for issuance of fresh award by FGEHA."** In order to fulfil all legal parameters, the following proposal for amendment in Para 6(x) is submitted for approval from the Federal Cabinet: **"Entire record of Sectors G-12 & F-12 along with award issued in 1985 are withdrawn from CDA and assigned to FGEHA for decision of compensation, as per direction of Lahore High Court, Rawalpindi Bench and incorporation of modalities as decided by Cabinet Committee"** Note: *(the Dy. Commissioner, FGEHA enhanced the award of land amounting Rs. 7,233,500/- for sectors F-12/G-12) through judgement.*
F-14/15	Minutes of **5th Executive Board meeting (Ordinance)** Dated: 21-10-2019	**Para-24:** After detailed discussion, the Board approved submission of draft agreement/settlement between the affectees of F-14/15 and FGEHA regarding land sharing and enhancement in compensation for requisition of land in sectors F-14/15 before the Supreme Court of Pakistan. ***Note: Recommendations Para-20 (I)*** *Enhancement of compensation from Rs. 2,070,000/- to Rs. 3,300,000/- in F-14 and Rs. 2,530,000/- to Rs. 3,800,000/- in F-15.*
	Minutes of **14th Executive Board meeting** Dated: 24-06-2021	**Para-20 (i)** The Board allowed enhancement of award for compensation in shape of payment at the rate of Rs. 3,300,000/- for F-14 and Rs. 3,800,000/- for F-15 including 15% compulsory acquisition charges.
Park Road	Minutes of **19th Executive Board meeting** Dated: 22-12-2021	**Para-34:** "The enhanced rates of Rs. 4,000,000/- for Mauza Mohrian and **Rs. 8,300,000/- for Mauza Tamma**, were approved by the Board, for submission to the Honourable Islamabad High Court".

	Minutes of **21st Executive Board meeting** Dated: 20-05-2022	**پیرا-29 (الف):** بورڈ نے متفقہ طور پر یہ فیصلہ کیا کہ پارک روڈ سکیم کی زمین ایف جی ای ہاؤسنگ اتھارٹی کی ایکوائر شدہ ہے اور اس پر موضع موہریاں میں ایک ہی ریٹ جو کہ ہاؤسنگ اتھارٹی کے بورڈ نے 19ویں میٹنگ میں طے کیا، یعنی 40لاکھ روپے فی کنال، ہی رکھا جائے گا۔ اس میں کسی قسم کی کوئی تفریق غیر قانونی اور غیر مناسب ہے۔ بورڈ نے یہ بھی فیصلہ کیا کہ سپریم کورٹ بار ایسوسی ایشن کے ساتھ فوری طور پر مذاکرات کیے جائیں تاکہ اُن کو یہ حقائق بیان کر کے رضامند کیا جائے اور 1,725,000 کے ریٹ پر کوئی ادائیگی نہ کی جائے۔ ان معاملات کے تصفیہ تک SCBA/Land Provider کی طرف سے موصول اراضی کی ادائیگی مؤخر کر دی جائے۔ **پیرا-29 (ب):** چونکہ 19ویں بورڈ میٹنگ میں 40لاکھ روپے فی کنال رقم کی غور و فکر کے بعد سفارش کی گئی تھی اس لیے اس پر کمیٹی بنانے کی ضرورت نہیں ہے نہ ہی اس پر نظر ثانی کی ضرورت ہے۔ لہٰذا بورڈ اس کی توثیق کرتا ہے۔ مزید براں ہدایت کی جاتی ہے کہ زمین کا معاوضہ نئے ریٹ کے مطابق کرتے ہوئے زمین کا حصول ممکن بنایا جائے۔ The Board re-affirmed its earlier decision of 19th meeting & kept the enhanced rate intact.
	Minutes of **22nd Executive Board meeting** Dated: 03-08-2022	**پیرا-106:** موضع موہریاں کے لئے بورڈ نے اپنے 19ویں اور 21ویں اجلاس کے دوران کئے گئے فیصلوں پر نظر ثانی کرتے ہوئے فیصلہ کیا کہ ایوارڈ کی طے شدہ رقم 17 لاکھ 25 ہزار ہی رہے گی جبکہ Easement of Possession کی مد میں 16 لاکھ 75 ہزار روپے منظور کر لیے گئے۔ اس طرح کُل ملا کے بورڈ نے متفقہ طور پر موضع موہریاں کے لیے 34 لاکھ روپے بشمول 15 فیصد ایکویزیشن چارجز کا ریٹ منظور کیا جو سارے موضع موہریاں پہ لاگو ہو گا۔ The Board by taking review of its earlier decisions of 19th and 21st Executive Board meeting, decided that award of Mouza Mohrian shall be kept intact @ Rs. 1,725,000/- whereas amount of Rs. 1,675,000/- was approved as easement of possession which comes to Rs. 3,400,000/- including 15% acquisition charges in total. **پیرا-107:** موضع موہریاں کے لیے زمین کی ساری ادائیگی ہاؤسنگ اتھارٹی کے اکاؤنٹ سے ہو گی۔ 1045 کنال رقبے کی حد تک جس کی فہرست بمع بیان حلفی سپریم کورٹ بار ایسوسی ایشن نے مہیا کی ہے اس کے لیے 17 لاکھ 25 ہزار ہاؤسنگ اتھارٹی جبکہ بقیہ رقم کی ادائیگی سپریم کورٹ بار ایسوسی ایشن خود ادا کرے گی۔ However, FGEHA will pay Rs. 1,725,000/- for 1045 Kanal of Mohrian from the amount of Supreme Court Bar Association deposited with FGEHA. **پیرا-109:** موضع طمہ کے لیے فی کنال ریٹ 40لاکھ 25 ہزار فی کنال بشمول 15 فیصد ایکویزیشن چارجز ہو گا اور موضع طمہ میں رقبے / زمین کی ادائیگی کی بجائے "لینڈ شیئرنگ" کو ترجیح دی جائے گی۔ ***The Board also approved Rs. 4,025,000/- per Kanal including 15% acquisition charges for Mouza Tamma*** and priority will be given to "Land Sharing" instead of payment of land in Mouza Tamma.

Easement of Possession in SCBA

12. It was apprised that the term of "Easement of Possession" was first used by Land Supervisory Committee headed by Justice Maqbool Baqir for Park Road Scheme for Mouza Mohrian (SCBA share). He further informed that so far, SCBA had used this instrument (by involving third party) for acquiring only partial area of land, i.e., 1045 Kanal out of 4100 Kanal. SCBA was making payment of Rs. 1,675,000 per Kanal through Easement of Possession to the land provider however, award amount of Rs. 1,725,000 per Kanal was being paid to the land owners by FGEHA. **It had been noted that notwithstanding involving the third party, SCBA had managed to acquire only 456 Kanal out of 1045 Kanal.** For remaining area of 1455 Kanal out of 4100 Kanal, third party payment was not involved and FGEHA had to make the whole payment (Award amount+ amount of Easement of Possession) to the land owner. Other 1600 Kanal of SCBA share was under land sharing.

Factual Position of Ownership/Possession in Mouza Tamma

13. It was informed to the Board that after ascertaining the factual position of ownership and possession in Mouza Tamma, it had been observed that about 65% landholding in Mouza Tamma rested with 13 big landowners. However, wide disparity of ownership and possession amongst the owners/possession-holders had been found. In some cases, Landowners didn't have possession on ground whereas possession holders lacked the title/ownership in other cases. Moreover, absence of ownership in compact form remained a major hindrance to the acquisition of land as the ownership had been scattered over the whole Mouza Tamma. The increased rate of land would facilitate legal owners to get fair and just compensation and in return handing over possession to FGEHA.

Factual Position of Allotment in Mouza Tamma

14. The Board was apprised that according to the details of allotment of plots in Mouza Tamma as per LOP, it had been observed that 166 un-balloted plots of Cat-I measuring 500 sq.yds and 105 un-balloted plots of Cat-II measuring 256 sq.yds were available in Mouza Tamma. It had also been noted that both Cabinet and Executive Board had allowed land sharing for land holding less than 4 Kanal for G-12/F-12 and F-14/15 sectors respectively; however, basic principle of 1:4 had been maintained in all instances. According to land sharing formula approved by the Cabinet, 164 plots of Cat-I would be required to be allotted to the affectees. In case, land sharing was extended to Cat-II plots on the same principle, 70 Plots would be required for the purpose. In either case, number of required plots were available for land sharing.

Availability of plots in Mouza Tamma

Category	Total Plots	Balloted Plots	Un-balloted plots
I	657	491	**166**
II	279	174	**105**
TOTAL	**936**	**665**	**271**

Market Analysis of Land Sharing and Enhancement of Rate

15. The Board was informed that interactions with various locals/landowners suggested unwillingness and dissatisfaction among the people of Mouza Tamma at original award rate (Rs. 4 million per Kanal) primarily due to commercial significance of the Mouza. The disappointment among the people further increased in the aftermath of 22nd Executive Board meeting wherein the Board reverted the rate of Mouza Tamma from Rs. 8,300,000 to Rs. 4,000,000/- per Kanal after taking review of its earlier decisions of 19th and 21st Executive Board meetings. This reversion of compensation amount from Rs. 8,300,000/- per Kanal to Rs. 4,000,000/- per Kanal had become a bone of contention between FGEHA & Land Owners and as a result of severe resistance for acquisition and possession of Land in Mouza Tamma, one person was killed and no. of FIRs were registered. However, it had also been observed that the people of Mouza Tamma looked up to the Executive Board with the expectation and assurance that fair and just compensation of Land would pave the way for peaceful acquisition/possession of Land for FGEHA.

Pros & Cons of Enhancement/Easement of Possession

16. Pros and Cons presented before the Board are as under:-

ENHANCEMENT OF RATE

	PROS		CONS
1	Precedents are available in the form of Earlier Decisions of Executive Board in F-12/G-12, F-14/15 and Park Road Housing scheme.	1	Use of force would be required for possession.
2	Direct Payment to Land Owners.	2	Issue of illegal occupants.
3	No involvement of third party (Land Providers).	3	Delay in getting possession.
4	Speedy Payment.		

EASEMENT OF POSSESSION

	PROS		CONS
1	Already executed by SCBA in same scheme.	1	No legal cover for third party payment available for FGEHA, being a Government Organization.
2	Third party (Land Providers) assurance	2	Complex process of payment to possession holders instead of legal owners.
3	Issue of Illegal Occupants would be minimized in getting possession	3	Owners would be affected despite being the legal entity.
		4	Discretion may lead to legal complexities/malpractices.
		5	Creation of right of third party (Land Provider/illegal occupant) may lead to legal issues.
		6	Delayed possession/acquisition due to increase in litigation.

Financial Impact of Enhancement of Rate and Land Sharing: Total Cost of Land & Project (FGEHA Share)

17. The attention of the Board was invited to the financial implications of enhancement of compensation and land sharing on cost of project due to increase in cost of land. It was informed that total cost of Land in Mouza Tamma without Land sharing would surge to **Rs. 16.8 billion** (Rs. 8.1 billion @ 4,025,000/- per Kanal) at enhanced rate of Rs. 8,300,000/- per Kanal in case the Executive Board reinstated its earlier decision of 19th Executive Board meeting. Whereas total cost of Mouza Tamma would rise to **Rs. 11.4 billion** in case the Board allowed Land Sharing in the light of decisions of Cabinet & 14th Executive Board meeting. It was further apprised that in case of enhancement of rate of Mouza Tamma to Rs. 8,3000,000/- total funds of **Rs. 18.5 to 24 billion** would be required for Mouza Tamma and Mohrian depending upon the number of landowners interested in land sharing in Mouza Tamma. Moreover, increase in Cost of land would subsequently increase the cost of Project.

Comparison of cost of Land and Project at original and enhanced rate keeping in view the land sharing formula is presented below:-

COMPARISON OF COST OF LAND (FGEHA SHARE)

Mouza	Original Cost of Land (in Million) (2024 Kanal @ 4,025,000 per Kanal)		Cost of Land at enhanced rate (in Million) (2024 Kanal @ 8,300,000 per Kanal)	
	Cost of Land (COL)	COL + Sharing	At Enhanced Rate	Enhanced rate + Sharing
Tamma	8,146.6	5,472	16,799.2	11,354.4
Mohrian	7,024.4	7,024.4	7,024.4	7,024.4
TOTAL	**15,171**	**12,496**	**23,823.6**	**18,378.8**

COMPARISON OF COST OF PROJECT (FGEHA SHARE)

S. #	Costs (billion)	Original Cost	Original COL + Sharing	At Enhanced Rate	Enhanced Rate + Sharing
1	Construction Cost	11.18	11.18	11.80	11.18
2	BUP Cost (Approx.)	2.16	2.16	2.16	2.16
3	Land Cost	15.17	12.49	23.82	18.37
	TOTAL	**28.51**	**25.83**	**37.78**	**31.71**

RECOMMENDATIONS:

18. Following recommendations were submitted for the consideration/approval of the Board:-

I. The Executive Board may re-instate its earlier decision of enhancement made in its 19th Meeting to the extent of Mouza Tamma only, i.e., Rs. 8,300,000/- per Kanal including 15% acquisition charges.

OR

Executive Board may constitute a Committee in accordance with legal opinion as mentioned in Para-21 of Minutes of 21st Executive Board Meeting to enhance the new Land Price.

II.

A. Land sharing may be allowed in Mouza Tamma in the light of decision of Federal Cabinet in F-12/G-12 scheme:-

i. For land purpose land sharing formula 1:4, i.e., for every 4 Kanal of raw land, 1 Kanal developed plot may be adopted as decided by the Federal Cabinet.

ii. For land below 4 Kanal of raw land, only payment will be made as per acquisition rate however, if land owner consolidates the small parcels of land in to 4 Kanal and above, within the same family, he shall also be given the plot as per above mentioned land sharing formula after necessary verification by the LAC.

iii. The affectees will be offered plot maximum to the 25% of the total plots as per LOP.

B. Moreover, following the Basic Principle of Land Sharing of Residential Plots, i.e., 1:4 on the same analogy as adopted by Cabinet **Para-18 (II-A)** above and Executive Board for ***land sharing for landholding less than 4 Kanal*** in sectors F-12/G-12 & F-14/15, land sharing may also be allowed for Cat-II Plots in Mouza Tamma.

DISCUSSION:

19. In response to the query regarding basis of calculation of rate of compensation in 19th and 21st Executive board meetings, the Board was apprised that rate determined by 19th & 21st Executive Board meetings for compensation of Land for Mouza Tama, i.e., Rs. 8,300,000 was based on the DC rates of 2021. DC Valuation Table for Mouza Tamma is as under:-

DC VALUATION TABLE FOR MOUZA TAMMA, 29th APRIL 2021

Category	Rate/Marla Rs.	Rate/Kanal Rs.
1	**800,000**	**16,000,000**
2	**300,000**	**6,000,000**
3	**150,000**	**3,000,000**
4	100,000	2,000,000
5	50,000	1,000,000

Note: Given that the area acquired by FGEHA falls largely in the first 3 categories, the average rate came out to be Rs. 8,300,000/-

20. Member Law & Justice Division invited the attention of the board to Clauses 15 (2) and 16 of FGEHA Act 2020 wherein procedure for making an Award of Compensation by the Deputy Commissioner had been provided in detail. He further elaborated that **Clause 19 (3) of the FGEHA Act, 2020 read with Proviso** restricted the Deputy Commissioner or the Executive Board to *correct only an arithmetical, clerical or patent error or mistake in the award or order under review,* but to enhance the amount of compensation. Clause 19 (3) of the FGEHA Act 2020 is as under:-

> ***"The Deputy Commissioner or the Executive Board, either on his or its own motion or on an application made in this behalf, at any time within five years***

from the date of an award or order made before the commencement of this Act, may, after giving the parties concerned a notice and an opportunity of being heard, review the award or order and pass such order thereon as he or it may deem appropriate:

Provided that the order issued under sub-section (3) shall not, except in so far as it corrects an arithmetical, clerical or patent error or mistake in the award or order under review, enhance the amount of compensation".

DECISION:

21. Following decisions were made:-

I. **The Executive Board re-instated its earlier decisions of 19th and 21st meetings to the extent of Mouza Tamma only, i.e., Rs. 8,300,000/- per Kanal including 15% acquisition charges.**

II. **The Board also approved Land Sharing in Mouza Tamma in the light of decision of Federal Cabinet in F-12/G-12; and on the same analogy (1:4), the Board allowed land sharing for cat-II plots in Mouza Tamma as recommended in Para-18 (II) ante.**

AGENDA ITEM NO. 04

Subject: REVIEW OF DELEGATION OF ADMINISTRATIVE POWERS TO DG FGEHA BY THE EXECUTIVE BOARD UNDER SECTION 09 OF FGEHA ACT, 2020

22. It was apprised that Executive Board in its 23rd meeting delegated some of its Financial & Administrative Powers to the Director General FGEHA under Section-9 of the Federal Government Employees Housing Authority Act, 2020.

23. The Sub Committee constituted by the Executive Board in its 22nd meeting held on 3rd August 2022 recommended at Sr. No. 7 of Delegation of Powers as follows:-

"The Director General with the approval of Secretary Housing and Works as per Government Policy has full power regarding deputation of employees to/from other departments within Pakistan"

24. The above said recommendation was approved by the Executive Board in its 23rd meeting held on 13th September 2022 as follows:-

"Director General has full power regarding deputation of employees to/from other departments within Pakistan"

25. In view of forgoing, the matter was placed before the Executive Board with the request that the earlier decision made in 23rd meeting of the Executive Board may kindly be reviewed where such powers shall be exercised by the Director General, FGEHA with the

approval of Secretary (H&W) as per Government policy. The minutes of subcommittee were mentioned at **Para-23 ante**,

RECOMMENDATION:

26. The Executive Board was requested to accord approval of recommendation mentioned vide **Para-25 above**.

DISCUSSION:

27. The Executive Board deliberated in detail on the decision of 23rd Executive Board meeting in order to bring it in consonance with the FGEHA Act, 2020 and policy of the Federal Government. In the ensuing discussion, the Board was apprised by FGEHA that the question of deputation to and from is to be decided under section-9 of the FGEHA Act, 2020. A careful reading of the section-9 reveals that it empowers the Executive Board of the FGEHA to delegate any of its function and duties to the Director General, FGEHA. It was further briefed that functions of the Executive Board are spelled out in section-5 of the Act ibid as per which the Board is primarily responsible to take such decisions and exercise such powers related to preparation, planning, approval and development of schemes for carrying out the purposes of this Act. However, as such none of the functions specified in section-5 relate to appointment/deputations to and from FGEHA. The Board observed that under section-8 of Act ibid, matters relating to appointment of officers and officials are to be regulated in such manner and on such terms and conditions as may be **prescribed by regulations**. It was clarified that Rule 8 of FGEHA Employees (Service) Regulations 2020 provides that in case of non-availability of a suitable person, the Authority may fill the post through deputation with mutual consent of both the lending and borrowing departments. However, as such the aforesaid rule does not specify as to which authority is competent to approve the deputations to/from FGEHA and only stipulate that the appointment by transfer/deputation may be made **by appropriate appointing authority**. In this regard, the rule 38 of FGEHA Employees (Service) Regulations 2020 was cited which provides that **for matters not specified in these regulations, an employee shall be governed by the laws, rules, regulations, orders, instructions which are applicable to a civil servant of the Federal Government of the same status and pay scale held by the employee.** Thus, in case of deputation to and from FGEHA, the Federal Government policy for deputation of civil servants will be applicable.

DECISION:

28. **The Board in the light of the aforesaid discussion decided that henceforth, deputations to and from FGEHA shall be regulated strictly as per deputation policy of Federal Government in terms of Rule 8 read with 38 of FGEHA Employees (Service) Regulations 2020.**

AGENDA NO. 05

Subject: PROGRESS/UPDATE ON KASHMIR AVENUE PROJECT

29. Detailed briefing on Kashmir Avenue Apartment Project for resumption of work in the aftermath of Amicable Settlement which was allowed in 27th meeting of Executive Board was given. It was apprised to the Board that Kashmir Avenue Apartment project was launched by Prime Minister of Pakistan in April 2019, under ***Naya Pakistan Housing Program*** for providing housing facilities to the Federal Government Employees in Mauve Area, Sector G-13/4, Islamabad. It was further informed that PC-I of the project was approved in the DWP held on 24th December 2019 and was endorsed by the Executive Board in its 1st meeting held on 7th February 2020. Contractor M/s Kingcrete Builders was hired through PPRA Rules – Single Stage Two Envelope Procedure (SSTE) in March 2020 and work commenced in May 2020, with a stipulated duration of 03 Years.

Details of the project are as under:-

S. #	Description		
1	Total Land		56 Kanal (7 Acre)
2	Total Covered Area		3,306,017 Sqft
3	Total Residential Blocks		03 (3B+G+21 floors)
4	Total Number of Apartments (1467)	Type-A	714 Nos, with covered area of 1306 Sqft, POL Area 2051 Sqft
		Type-B	753 Nos, with covered area of 1100 Sqft, POL Area 1845 Sqft
5	Original Costs based on Pak PWD Schedule-2012	NIT Amount	Rs. 10.935 billion
		Engineer's Estimate	Rs. 13.521 billion
		Approved PC-I Cost	**Rs. 15.070 billion**
		Contract Agreement Amount	**Rs. 12.416 billion**
6	Commencement Date		06-05-2020
7	Project Stipulated Completion		05-05-2023

Way forward in the wake of Amicable Settlement: Cost & Plan Revision:

30. It was informed that upon execution of Amicable Settlement Agreement with M/s Kingcrete Builders, it was imperative to revisit the Construction Costs as per the latest Pak PWD Schedule-2022 and prepare financial plans for execution of works. It was further informed that analysis of current status of allotment, receipt so far and outstanding amount of allottees also suggested that there was no other possible way to make the project financially viable/sustainable but to enhance cost/price of the apartment. Keeping above in view, revised construction cost was estimated by *The Engineer* (M/s Designmen Consulting Engineers) as Rs. 29.411 billion. Based on such costs, revised PC-I cost would be approx. Rs. 32.702 billion compared to original PC-1 cost of Rs. 15.070 billion, i.e., **117%** increase in the cost of construction. It was apprised that the increased cost of the project would necessitate revision of prices of apartments; as the latest cashflows of the project also depicted that the available project balance **(Rs. 2.297 billion)** along with amount receivable from allottees **(Rs. 9.448 billion)** was insufficient to complete the balance construction work **(Rs. 30.277 billion).** Therefore, prior to revision of PC-I and subsequent hiring of contractor, cost effect should be reviewed in a way that burden of cost would be either transferred directly on to the allottees or might be partly subsidized (cross subsidy) from potential commercial ventures within the project at later stage. It was further apprised that option would be given to the existing allottees either for withdrawing refund or continuing with the new/revised price. Accordingly, the project would be executed on the basis of revised demand.

Current status of allotment & receipt; and funds required for completion of balance work of project is as under:-

CURRENT STATUS OF ALLOTMENT AND RECEIPT OF PROJECT

S. #	Apartment Type	Number of Apartments	Refund	Net Number of Allotments	Total amount receivable (Rs. billion)	Net amount Received (Rs. billion)	Outstanding Amount (Rs. billion)
1	A	714	2	712	7.354	2.671	4.683
2	B	753	23	730	6.816	2.051	4.765
TOTAL		1,467	25	1,442	14.170	4.722	9.448

Note: *Around 3000 applications for allotment had been received upon publishing of project advertisement in 2020.*

FUNDS REQUIRED AS PER REVISED COST ESTIMATES

S. #	Description	Amount (Rs. billion)
1	Original PC-I amount	**15.070**
2	Expenditures till date (16% execution of the project)	**2.425**
3	Balance expenditure as per original PC-I amount	**12.645**
4	Funds required for completion of balance work as per revised cost estimates	**30.277**

31. Moreover, keeping in view all the factors, following three (03) options were presented before to the Board for review to mitigate the impact of unprecedented price hike on the allottees:-

Option-I: Original/Existing Design (3B+G+21)

- No change in design.
- Revised cost has been determined as per Pak. PWD Schedule-2022 & market rates.
- Total cost of the project is **Rs. 32.7 billion.**
- Cost per Sqft is **Rs. 11,459** *(an increase of **Rs. 6,389/-** compared to original **Rs. 5,070/-**)*

Option-II: Readjustment of Amenities (3B+G+21)

- Amenities at Ground Floor in Blocks 1 & 3 will be converted to saleable commercial area
- Creation of additional commercial area of **47,811 Sqft**
- Approx. sale price is **Rs. 80,000/- per Sqft**
- Expected revenue is **Rs. 3.825 billion**
- Total cost of the project is **Rs. 32.7 billion**
- Cost per Sqft is **Rs. 10,500** *(an increase of **Rs. 5,430/-** compared to original **Rs. 5,070/-**)*

Option-III: Additional Commercial Floor (3B+G+22)

- Addition of One Commercial Floor at Ground Floor Level under Existing Tower Footprint (3B+G+22) through amendment in the design.
- Creation of additional commercial area of **80,673 Sqft**
- Approx. sale price of **Rs. 80,000/- per Sqft**
- Expected revenue is **Rs. 6.454 billion**
- Total cost of the project is **Rs. 34.458 billion**
- Cost per Sqft is **Rs. 9,813** *(an increase of **Rs. 4,743/-** compared to original **Rs. 5,070/-**)*

COMPARATIVE STATEMENT

S.#	Description		Original	Option-I	Option-II	Option-III
				Original/Existing Design (3B+G+21)	Readjustment of Amenities (3B+G+21)	Additional Commercial Floor (3B+G+22)
1	Total PC-1 Cost (Approx.) (billion)		15.070	32.702	**32.702**	34.458
2	Addition of Commercial Area (Sqft)		Nil	Nil	**47,811**	80,673
3	Sale Price of Commercial (Approx.) (Rs./Sqft)		-	-	**80,000**	80,000
4	Tentative Revenues from Commercial (billion)		Nil	Nil	**3.825**	6.454
5	Per Sqft Cost		5,070	11,459	**10,500**	9,813
6	**Apartment Price (Rs. Million)**	**Type – A**	**10.400**	**23.505**	**20.756**	**20.128**
		Type – B	**9.152**	**21.141**	**18.669**	**18.104**

Note: *It is noteworthy to state that the above mentioned per Sqft Costs are significantly less than the market prices of comparable projects which have a starting price of Rs. 11,500/-. The Precise Market Rates of different comparable projects are given in:*

COST-BENEFIT ANALYSIS

S.#	Description	Option-I	Option-II	Option-III
1	Additional Floor	No	**No**	Yes
2	Modification in Building Design	No	**No**	Yes
3	Payment of Design Fee	No	**No**	Yes
4	Modification of Partition Walls	No	**No**	Yes
5	Additional Liability of Commercial Sale	No	**Less**	More
6	Revised PC-I Costs (Tentative) in (Rs. billion)	**32.702**	**32.702**	**34.458**
7	Additional Costs Difference from Existing Design (i.e., Option-I) (Rs. billion)	**0**	**0**	**1.756**
8	Potential Revenue from Commercial Auction (Rs. billion)	**Nil**	**3.825**	**6.454**
9	Per Sqft Cost (Rs.)	**11,459**	**10,500**	**9,813**
10	Per Sqft Cost Difference from Existing Design (Rs.)	**0**	**1,340**	**1,646**
11	Time to Publish NIT for Contractor Hiring (Months)	01	**01**	03
12	Project Completion Duration (Months)	**33**	**33**	**36**
13	Payment of Mobilization Advance	**Same**	**Same**	**Higher**
14	Recommendation of Project Director Office- Not Recommended (NR)/Recommended (R)	**NR**	**R**	**NR**

32. It was recommended that in the light of cost-benefit analysis and other factors, **Option-II- Re-adjustment of Amenities (3B+G+21)** was the preferred option, as re-adjustment of amenities would lead to no additional costs of design & construction while yielding commercial sale receipt of approx. Rs. 3.825 billion which could be used for subsidizing the apartment prices to reduce the impact by Rs. 1,340/- Per Sqft, on the allottees. Moreover, it would aid in early hiring of contractor and also keeping the project duration at 33 months. It was further informed that even though the revised cost estimates for the purpose of analysis in above 3 options were The Engineer's estimates as per the latest Pak PWD Schedule-2022 but were tentative and would be finalised after revision of PC-I. The Board was apprised that upon ***Principle Approval*** by the Executive Board regarding revision of apartments' price and adoption of recommended option (**Option-II**), detailed BOQ and revised PC-I documents would be prepared for approval from DWP and subsequent endorsement from the Executive Board. Thereafter, tender for hiring of contractor would be floated.

RECOMMENDATION:

33. Adoption of Option-II ***Re-adjustment of Amenities (3B+G+21)*** *along with* ***Enhancement of Rate*** (**Tentatively @ Rs. 10,500/- per Sqft**) was placed before the Executive Board for ***Principle Approval*** as a way forward for subsequent revision of PC-I accordingly.

DISCUSSION:

34. In response to a query, the Board was apprised that three possibilities had been worked out bearing in mind that minimum burden of cost would be passed on to allottees. In this regard, option-I served the least as it involved increase in cost only without adding any additional commercial yield which could be used as cross subsidy for the project. The Board was informed that although both Option-II & III involved creation of additional commercial area in order to mitigate the effect of increase of cost on allottees by yielding revenue from commercial. But **Option II: Re-adjustment of Amenities without addition of any floor (3B+G+21)** was the preferred option as it served the best by adding the commercial area of 47,811 Sqft without increasing the cost of construction significantly compared to **Option-III: Addition of Commercial Floor (3B+G+22)** which increased the cost of Project substantially by adding additional floor and structural modifications. It was further informed that additional commercial area (47,811 Sqft) in option-II had been yearned keeping in view the market appetite of the commercial area in the sector whereas option-III involved the greater potential risk of sale of commercial area (80,673 Sqft). In response to the query, the Board was apprised that it was ensured that the overall land use in both option-II & III would remain under the

percentages approved by Federal Cabinet **(Commercial: 50%, Public Building: 25%, Corporate Offices: 25%)**.

DECISION:

35. **The Board approved in principle the *Option-II: Re-adjustment of Amenities (3B+G+21) along with Enhancement of Rate* as a way forward for subsequent revision of PC-I accordingly after fulfilling all the legal/codal formalities.**

AGENDA NO. 06

Subject: WAY FORWARD OF LIFE STYLE RESIDENCY EHFPRO, G-13.

36. The Board was apprised of the background, issues, challenges and way forward of the project. It was informed that two plots measuring 10 acre and 5 acre were earmarked in Sector G-13 for construction of apartment scheme. After approval from 109th Executive Committee held on 10th December 2009, FGEHA entered into JV agreement with M/s Progressive Motels & Resorts (Pvt.) Ltd. on 19th March 2010; and as a result, EHFPRO (Pvt.) Ltd. Company was registered in SECP on 24th May 2010. It was further apprised that initially in 2016, the scope of the project was 2886 apartments of various sizes with 3 basements and G+14 storeys. The scope was revised in 2021 by adding two more floors (3 basements, G+16) and number of apartments increased to 3273 (387 additional apartments); and carving out 342,000 Sqft. commercial area which enhanced cost of the project. Details are as under:-

S#	Type / Size	No. of Apartments				Balance
		10 Acre	Allotted	5 Acre	Allotted	
1	A / 2050	289	289	-	-	-
2	B / 1750	374	374	-	-	-
3	C / 1350	680	680	468	343	125
4	D / 1150	493	493	468	52	416
5	E / 950	-	-	468	308	160
6	Studio / 950	33	33	0	-	-
Total		**1869**	**1869**	**1404**	**703**	**701**

**** 75% Apartments for FG Employees @ Rs. 4,100 per Sqft***
**** 25% Apartments for General Public @ Rs. 6,500 per Sqft***

37. It was apprised that according to the JV agreement; EHFPRO had two tier management with BOD consisted of 4 directors, two each from FGEHA and JV partner. It was further briefed that EHFPRO Board was chaired by FGEHA and CEO was from JV partner, who was also member of the EHFPRO Board. CEO was also responsible to oversee progress of project and take policy decisions for designing, engineering, construction, supervision and marketing/sale of the project. The Board was informed that three addendums to the main JV

agreement from 2010 to 2018 (*with only second addendum approved by the Executive Committee in its 136th meeting*), had modified the main JV agreement. Moreover, execution of JV agreement in the wake of bipartite and tripartite agreements among FGEHA, M/s Progressive & M/s Granite signed between 2010-2012 without approval of FGEHA Board, resulted into series of violations of main JV agreement between FGEHA & M/s Progressive which affected the progress of the project.

38. The Board was briefed in detail that in addition to the enhanced scope of the project and violations in the JV agreement, there were five main reasons for delay and halt of the project. These include: weak financial health of the project, sweeping powers to JV partner through SPV and JV agreement which was arguably not well thought out in the first instance, perpetual tug of war between the partners, termination of construction agreement of contractor (GHC) in December 2022 followed by lack of response for resumption of work despite floating of two NITs; and termination notice by consultant (EA) in August 2023. All these factors made the project cumbersome and complex which needed a holistic approach to resume the halted work of the project.

39. The Board was apprised that keeping in view the issues and challenges to the Project, it had been observed that immediate attention was required to make the project financially viable as main source of cash inflow for the project was receipt of allottees in instalments and at present cash inflow of the project stood at Rs. **15.20** billion including Rs. **1.75** billion through bridge financing by FGEHA against the cash outflow of Rs. **15.16** billion leaving the net balance at just Rs. **37.62 million** for the balance work of Rs. **35.78 billion**. Furthermore, enhanced scope of the project as mentioned at **Para-36** had consumed all available funds including bridge financing of Rs. **1.75** billion (pulled out from other projects). The Board was informed that another factor for delay in execution of project was prolonged illness of contractor and his death which resulted into termination of contract in 2022. At present grey structure of 8 towers (1869 apartments) stood completed and 20% of the commercial area had also been developed at site. The progress of the project from 2016 to 2021 was 66.5% whereas, an increase of only 3.5% had been witnessed since 2022.

PHYSICAL & FINANCIAL PROGRESS (2016-2023)

S #	Year	PHYSICAL PROGRESS (%)		FINANCIAL PROGRESS (%)	
		Progress	Accumulative	Progress	Accumulative
1	2016	2.40	2.40	2.28	2.28
2	2017	13.04	15	13.09	15.97
3	2018	17.90	33.34	17.38	33.35
4	2019	11.25	44.59	11.09	44.44
5	2020	10.90	55.49	10.79	55.23
6	2021	11.00	66.49	10.51	65.74
7	2022	1.70	68.19	1.58	66.72
8	2023	1.75	69.94	1.70	68.42
Total		**69.94**		**68.42**	

40. The Board was apprised that the latest cash flow statement of the project presented a grim picture of financial health of the project as the cost of balance work of project (Rs. **35.78 billion**) far exceeded available balance (Rs. **37.62 million**) and expected receipt from the allottees (Rs. **2.59** billion) which was the only source of revenue until the auction of commercial area. However, there was an untapped potential of commercial area (342,362 Sqft.) which could solve most of the financial issues/problems. Moreover, previous auction of this commercial area remained unsuccessful and EHFPRO could only dispose of 5146 Sqft mainly because the auction was done without any development on site. In this regard, keeping in view all the factors including market appetite, development of bare minimum saleable commercial area and its subsequent phase wise auction had been planned as an immediate remedy. Moreover, packaging of balance development work had been planned to utilize the available funds efficiently and effectively. Cashflow statement and details of commercial area are as under:-

CASH FLOW STATEMENT- EHFPRO

AS ON 04-01-2024		
Ref.	**Description**	**Amount In Millions**
A	Net Revenue	13,443.62
B	Bridge Financing from FGEHA	1,756.65
C	**Total Inflow (A+B)**	**15,200.27**
	CAPITAL EXPENDITURE	
D	Contractor Payments-10 Acre	12,759.65
E	Contractor Payments-05 Acre	663.76
F	**Total Construction Cost (D+E)**	**13,423.41**
G	Consultant Payments (Design & Supervision)	396.41
H	Other Capital Expenditures (Design, FAR, Surveys etc)	185.31
I	**Operational Expenditures**	**587.90**
J	**Management Fee**	**569.62**
K	**Total Outflow (F+G+H+I+J)**	**15,162.65**
L	**Surplus/ (Deficit) (C-K)**	**37.62**

ASSETS/COMMERCIAL AREA- EHFPRO

FINANCIAL STATEMENT / ASSETS COMMERCIAL AREA		
Area	**No of Shops**	**Saleable Area**
Commercial Tower (G+5)	103	88,500 Sqft
Retail Floor (Lower Ground)	540	253,762 Sqft
TOTAL	**643**	**342,262 Sqft**
Sold @ Rs. 76,138 per Sqft	**24**	**5146 Sqft (392 million)**
Potential of remaining Saleable Area @ Rs. 76,138 per Sqft	**619**	**337,116 Sqft (25.67 billion)**
Funds Required for completion		**6.5 billion**
Net Revenues (Approx.)		**19.56 billion**

20% work of Commercial Tower and 40% of Lower Ground (Commercial) completed

41. The Board was informed that after detailed in-house deliberations, EHFPRO Board meeting was called on 21st November 2023 in which the management was directed to explore different means to improve financial health of the project. As a first step, it was decided to immediately issue notices for recovery of outstanding instalments to the tune of Rs. 2.6 billion from the allottees. It was informed that in the wake of poor performance/progress of the project, out of Rs. 2.6 billion, revenue of Rs. 300 to 400 million was expected to start the necessary/bare minimum work.

42. It was apprised that progress of Project, issues, challenges and way forward had also been discussed in detail in 4th meeting of Steering Committee held on 19th December 2023. After analysing the broadly summarized statement of Assets & Liabilities of the Project as per following table, three options were presented before the committee for reviving the project and taking it further.

ASSETS/LIABILITIES OF THE PROJECT

Assets			**Liabilities**		
S #	**Asset**	**Worth (billion)**	**S #**	**Asset**	**Worth (billion)**
1	8 Towers (Grey Structure)	15	**1**	10 Acre plot	18.68
2	337,116 Sqft (Commercial Area)	25.67	**2**	5 Acre Plot (2.5 Acre)	10
3	2.5 Acre plot (5 Acre)	4	**3**	Commercial Area	6.5
4	Receivables	2.6	**4**	Others	0.6
Total		**32.27**	**Total**		**35.78**

Note: Funds Available as on 04-01-2024 Rs. 37.62 million

43. Options presented as way forward are as follows:-

Option-I: Bank Loan

- Bank loan by mortgaging the towers KIBOR+2% @ 24% – 25% per annum
- Immediate resumption of work
- Increase in cost of project by 25% per annum
- Not feasible even after the sale of commercial area and increase in the cost from allottees

Option-II: Cost Passed on to Allottees

- Increase in the price of apartment (burden to be shared by allottees)
- Total impact of cost on allottees is Rs. 9500 per Sqft (Rs. 4100 per Sqft + Rs. 5400 per Sqft)
- Increase in cost of A-Type apartment from Rs. 8.4 million to Rs. 19.2 million (Rs. 10.8 million increase)
- This option would cause unrest in the allottees who have already lost their trust and confidence in the project because of long delays and its present position of dead halt.

Option-III: Tapping Own Resources (Preferred Option)

i) **Develop bare minimum commercial area from balance payment of allottees.**

- Expected revenues to the tune of Rs. 300 to 400 million from the remaining installments of allottees. This amount may kick start construction activities on commercial area.
- Total development cost required for commercial area is Rs. 6.5 billion. However, completion of the façade of commercial tower and retail floor commercial area in first phase would only require Rs. 1.7 billion.

ii) **Sale of Commercial Area in phases**

- Expected yield of whole commercial area is **Rs. 25.67 billion**
- Expected yield of **25%** commercial area to be put to auction in first phase is **Rs. 6.42 billion**

iii) **Packaging of Residential Towers (2 Towers in each phase)**

- Packaging of balance work of 8 towers in 10 acre. Tower-A and Tower-B in 1st phase from the auction proceeds and Tower-C and Tower-D in subsequent phase.

- Funds required to complete **Tower-A** (289 apartments) are Rs. 3.5 billion.
- Funds required to complete **Tower-B** (374 apartments) are Rs. 2.2 billion.

iv) Reducing the scope of work of 5 Acre plot

- Proposal to limit the scope of work of 5 acre to 2.5 acre as per available booking and its further disposal as per policy

v) Increasing cost of apartment

- Increase price of apartment by Rs. 2000 to Rs. 3000 per Sqft on allotment (if required).

44. The Board was informed that detailed analysis of three possible options to resume the project showed that option of taking bank loan by mortgaging residential towers would immediately resume the balance work by addressing the issue of cash inflow. However cost benefit analysis of resumption of work through bank loan was not recommended under the prevailing interest rate at around 25% per annum which would proportionally increase the cost of the project. Furthermore, increasing the cost of apartment and transferring the burden to the allottees as mentioned in option-II was also not considered a preferable option at this stage, but could be considered at a later stage after resumption of work as mentioned in option-III. Therefore, option-III '**Tapping Own Resources**' was considered the "preferred option" as it presented the most advantageous outcome by adopting the methodology of packaging the remaining work of the project and prioritizing the completion of saleable commercial area in first phase to make the project financially sustainable.

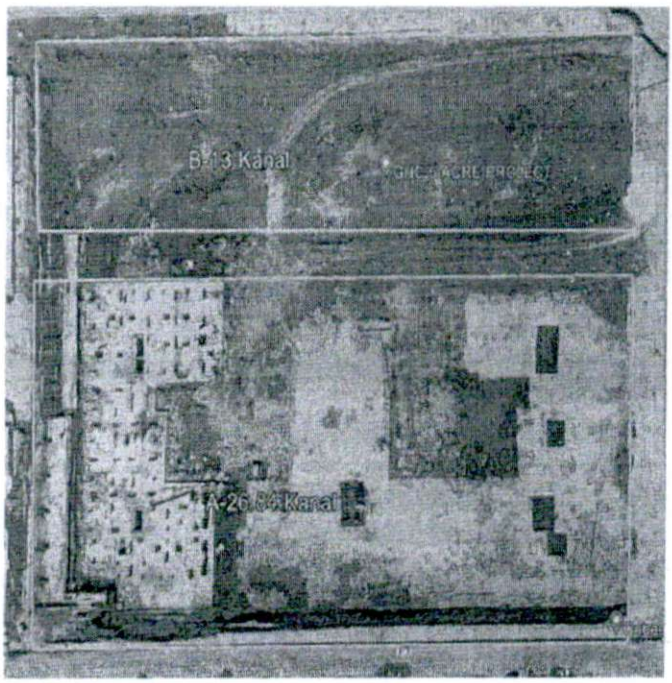
45. The Board was apprised that in the light of guidelines of Steering Committee, detailed plan for balance development work of residential towers and commercial area through packaging as provided in **Para-43 Option-III '*Tapping Own Resources*'** had been prepared and deliberated in detail in EHFPRO board meeting held on 3rd January 2024. It was informed that development of bare minimum commercial area from expected receipt to the tune of Rs. 300-400 million against the balance payment of allottees, i.e., Rs. 2.6 billion was the basis of revival of the Project through option-III, but net recovery of **Rs. 37 million** had been effected from allottees as on 4th January 2024. Lukewarm response from the allottee in the wake of poor performance/progress of the project made it indispensable to reduce the scope of 5.27 acre plot by splitting it in to two plots for further sale of 13 acre plot as mixed use plot. The sale proceed of 13 acre plot would kick start the project at halt as envisaged in option-III. The board was informed that it was decided that comprehensive proposal, approved by EHFPRO Board in its 53rd Board of Directors meeting held on 3rd January 2024 should be

presented before the Executive Board of FGEHA for endorsement and approval to kick start the project at halt.

Following Proposal was presented before the Board:-

Tapping Own Resources: First Phase

i) **Reducing the scope of work of 5.27 Acre plot**



i. Splitting of 5.27 Acre (42.16 Kanal) into two plots measuring 26.84 Kanal & 13 Kanal

ii. Plot measuring 26.84 Kanal would be reserved for Construction of Apartment to accommodate allotment of 726 balloted apartments with change in design, if required.

iii. Plot measuring 13 Kanal would be auctioned as mixed-use plot as per law/policy.

ii) **Develop bare minimum commercial area from balance payment of allottees.**

i. Revenue from the remaining installments of allottees would be used to kick start construction activities on commercial area.

ii. Total development cost required for commercial area is Rs. 6.5 billion. However, completion of the façade of commercial tower and retail floor commercial area in first phase would only require Rs. 1.7 billion.

iii) **Sale of First Phase of Commercial Area**

i. Expected yield of whole commercial area is **Rs. 25.67 billion**

ii. Expected yield of **25%** commercial area to be put to auction in first phase is **Rs. 6.42 billion**

iv) **Launch of first package of Residential Towers (2 Towers in each phase)**

i. Tower-A and Tower-B in 1st phase

ii. Funds required to complete **Tower-A** (289 apartments) are **Rs. 3.5 billion**.

iii. Funds required to complete **Tower-B** (374 apartments) are **Rs. 2.2 billion**.

RECOMMENDATIONS:

46. Following recommendations were submitted for the consideration/approval of the Board as a way forward:-

i. 5.27 acre (42.16 Kanal) plot may be divided into two plots measuring 26.84 Kanal and 13 Kanal after fulfilling all legal/codal formalities and keeping in view JV agreement with M/s Progressive.

ii. Plot measuring 13 Kanal may be handed over to FGEHA and its land use may be changed from apartment to mixed-use for subsequent auction with the purpose that revenue generated may be used as a cross subsidy for resumption and completion of balance work of EHFPRO project as envisaged in **Para-43** above **option-III 'Tapping Own Resources: First Phase'**.

iii. Scope/use of plot measuring 26.84 Kanal may be restricted to construction of apartments to accommodate/adjust the existing allotments by re-designing it, if required.

DISCUSSION:

47. In response to the query regarding parking and congestion issues which would arise due to increase in commercial area, the Board was apprised that each commercial plot would have sufficient parking inside the building as per prevailing CDA byelaws to address the issues.

DECISION:

48. **The Executive Board approved the recommendations contained in Para-46 above.**

AGENDA NO. 07

Subject: SWAPPING OF FIVE STAR HOTEL PLOT WITH INTERNATIONAL HOSPITAL PLOT IN MAUVE AREA, G-13

49. It was apprised that the Executive Board of FGEHA accorded approval to the revision in the lay out plan (LOP) of Mauve Area of G-12 & G-14/4 in its 27th Meeting held on 20th July 2023, under Agenda No. 3. Wherein, Public Building plots (plots No. 12 & 13) located in Mauve area of G- 14/4 were swapped with mixed use plot (plot No. 24) in Mauve Area of G-12. It was informed that the Executive Board of FGEHA in its 30th meeting granted approval for the auction of various plots in sector G-13 & G-14 respectively. In this regard,

upon recommendation of the Auction Committee after visiting the sites of the proposed Five Star Hotel and International Hospital, it was decided to mutually swap both plots. The Board was further informed that no major change was involved in the overall percentages of land use after swapping the said plots as compared to the percentages approved by the Federal Cabinet **(Commercial: 50%, Public Building: 25%, Corporate Offices: 25%).** Forgoing in view, the swapping of the said plots was placed before the Executive Board in the light of decision of 27th meeting of Executive Board, reproduced as under:-

"ایگزیکٹیو بورڈ نے، کیپیٹل ڈیولپمنٹ اتھارٹی کے ***S.R.O.967(I)/2019*** مورخہ 26 اگست 2019 کے ***Regulations of/Amendment in lay out plans, 2019*** کو اپنانے کی منظوری دی اور ہدایت جاری کی کہ متعلقہ فورم سے مندرجہ بالا قانون کے مطابق لے آوٹ پلان میں تبدیلی کی منظوری لینے کے بعد بورڈ کو آگاہ کیا جائے".

RECOMMENDATION:

50. The revision in the Layout Plan of Mauve Area of G-13 regarding swapping of Five Star Hotel plot with International Hospital plot was placed for the consideration/approval of the Board in the light of decision of 27th Executive Board.

DISCUSSION:

51. To a query regarding swapping of plots, it was apprised that the auction committee of FGEHA had visited the existing site of hotel and observed that construction of hotel was not suitable due to the presence of junction at Kashmir Highway that might create hurdles in the free flow of traffic. Keeping in view, the auction committee recommended the swapping of hotel plot with Hospital plot.

DECISION:

52. **The Board unanimously endorsed the revision in the Layout Plan of Mauve Area of G-13 regarding swapping of Five Star Hotel plot with International Hospital plot in the light of the decision of 27th Executive Board meeting.**

The meeting ended with the vote of thanks.

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ANNEX-I

PROGRESS REPORT ON DECISIONS OF 30TH EXECUTIVE BOARD MEETING

AGENDA/DECISION	PROGRESS
Agenda No. 3: AUCTION OF COMMERIAL PLOTS OF VARIOUS CATEGORIES IN SECTOR G-13, G-14 **Decision:** The Board approved the recommendations contained in para-17 above with the direction to reconsider the reserve price if there is any substantial change in Price Index.	• As per directions of the Executive Board, reserved price (RP) of the commercial plots for auction was re-considered by the Auction Committee (AC)/Auction Management Committee (AMC), FGEHA; and no substantial change in the price index was found. Therefore the already determined reserved prices were unanimously kept intact. • The auction planned for 27th & 28th December 2023 was postponed due to the ***court's observation in hearing on 26th December 2023 in the case titled Quaid-Azam University Versus Federations of Pakistan / FGEHA (W.P. No. 2719 of 2023 dated 26th December 2023).*** • In compliance to the orders of the Court, Auction Committee/Auction Management Committee proposed that new date of auction may be announced after the hearing in the IHC on 17th January 2024 in the light of directions of Islamabad High Court. • The forum recommended that additional available plots of Markaz and bazars of Sector G-14 may be included in next auction and services of PBA registered valuer may be hired for determining the reserved price of proposed additional plots for auction. Approval for auction of additional plots had already been granted in 30th Executive Board meeting.
Agenda No. 4: DISCUSSION ON THE LAYOUT PLAN OF SECTOR F-12/G-12 **Decision:** The Board unanimously accorded approval to the recommendations contained in para-31 ante above with the direction to ensure mutation of land in the name of FGEHA immediately. The Board further requested Chairman CDA to ensure that requisite support & facilitation is extended to FGEHA for fulfilling this legal obligation.	**Exchange/transfer of 270 Kanal land to army authorities** • Letters regarding transfer/exchange of land to army authorities in Sector F-12 in lieu of land in Sector G-13 were sent to MEO office dated 27th November 2023 & 20th December 2023. • After strenuous efforts, the letter of MEO office dated 21st December 2023 had been received at ML&C HQ. • ML&C department had forwarded a request to GHQ on 2nd January 2024 to accord NOC to MEO office to proceed further with the demarcation of land. **LOP** • LOP of F-12/G-12 is in process with consultant M/s NESPAK. **Mutation of Land in the name of FGEHA**

	• Letter was forwarded to Additional Deputy Commissioner (R) ICT on 1st December 2023. • Concerned revenue staff had been deputed at the office of Additional Deputy Commissioner (R) Islamabad for early mutation process. • 70% record had been entered in the mutation register.
Agenda No. 5: DISCUSSION ON PARK ROAD PROJECT TO DEVISE A PLAUSIBLE WAY FORWARD **Decision:** The Board directed DG FGEHA to present a detailed analysis of options being recommended at para-46 ante in the next Board meeting for consideration. i) Land sharing formula, i.e., 4 Kanal of raw land in exchange of 1 Kanal of developed residential plot whereas, and/ or 4 Kanal of raw land in exchange of 5 marla of developed commercial plot for acquisition of land in Mouza Tamma, subject to payment of development cost as per CDA policy and earlier decisions of the Executive Board of FGEHA regarding Sector F-12 & G-12. ii) Options of enhancing the compensation or the instrument of 'Easement of Possession' for Mauza Tamma, on the same analogy of Mauza Mohriyan may be explored and brought for the decision of the Executive Board.	Report was presented vide Agenda No. 3 of 31st Board meeting.
Agenda No. 6: AUDITED ACCOUNTS OF THE FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY FOR THE FINANCIAL YEAR 2021-2022 **Decision:** The Executive Board endorsed the recommendations of Finance and Accounts Committee and approved as follows: i. Audited Accounts of FGEHA	Financial Statements were signed after the approval of the Executive Board. Audit of Accounts for the Financial Year 2022-2023 had been commenced by the RSM as approved by Executive Board.

for the Financial Year 2021-2022. ii. Appointment of M/S RSM Avais Haider Liaquat Nauman, Chartered Accountants as Auditors of FGEHA for Audit of Accounts for the Financial Year 2022-2023 @ Rs. 1,650,000/- (inclusive of Pocket Expenses).	
Agenda No. 7: CONSTITUTION OF BOARD OF FGEHA IN-LINE WITH STATE-OWNED ENTERPRISES ACT, 2023. **Decision:** The Board by majority decided that there was no need of revision of Board of FGEHA in-line with State-Owned Enterprises Act-2023 as 'SOE Act-2023' does not apply on FGE Housing Authority. Board also decided that inclusion of Chief Engineer as member of Executive Board needs to be rationalized/ re-considered and at the same time there is a need to enrich and expand the current quorum of the Board by incorporating at least 02 retired bureaucrats as co-opted/permanent members. The Board directed to refer the instant case to Law, Justice & Human Rights Division for seeking formal advice with the request to shed light on the aforestated aspects along with a need of reverting chairmanship of the Board to Secretary, Housing & Works instead of Minister, as pointed out by Senior Draftsman Law & Justice Division, to align the Board with the standard structure of Boards of other authorities/ entities.	• In compliance to the decision of Executive Board, a letter dated 29th December 2023 had been written to Secretary (Law & Justice Division) for seeking formal advice in the instant case. Further necessary action will be taken in accordance with the advice of Law & Justice Division. • In response, M/o Law and Justice vide Letter No. 8/2024-Law-I dated 9th January 2024 stated that under Instruction No. 44 of the Secretariat Instructions of 2004 edition no subordinate office of the Government of Pakistan shall make reference to the Law and Justice Division otherwise than through the Ministry or Division to which it is subordinate. Therefore it is advised to route its reference through the administrative division for advice of this division.

Note: *Minutes of 29th and 27th Executive Board meetings had been confirmed vide agenda 1 & 2 of 30th Executive Board meeting respectively.*

LIST OF PARTICIPANTS OF
31ST EXECUTIVE BOARD MEETING OF FGEHA
HELD ON 11TH JANUARY 2024

S No.	Name & Designation
1.	**DR.SHAHZAD KHAN BANGASH** Secretary, M/o Housing & Works, Islamabad
2.	**MR. WAQAS ALI MAHMOOD,** Additional Secretary M/o Housing & Works, Islamabad.
3.	**MR. MUHAMMAD ISRAR** Senior Draftsman, Law & Justice Division
4.	**CH. MUHAMMAD ANWAR HUSSAIN** Senior Chief (Technical/PP&H), Planning Commission, Islamabad
5.	**MR. SAAD FAAZIL ABBASI,** Sr. Joint Secretary (Expenditures), Finance Division, Islamabad
6.	**CAPT. (R) ANWAR-UL-HAQ,** Chief Commissioner, ICT. Islamabad
7.	**MR. MUHAMMAD SHAHID HUSSAIN,** Managing Director, PHA Foundation, Islamabad
8.	**MR. ANWAR UL HAQ DOGAR** Director General, Pak PWD, Islamabad
9.	**CAPT.(R) ANWAR-UL-HAQ,** Chairman CDA, Islamabad
10.	**CAPT. (R) MUHAMMAD ZAFAR IQBAL,** Director General, FGE Housing Authority Islamabad
11.	**COL. (R) IMTIAZ-UL-HAQ KHATTAK,** Chief Engineer, FGEHA Islamabad
12.	**MR. MUHAMMAD ASHFAQ GHUMMAN** (Co-opted Member) Sr. Joint Secretary, M/o Housing & Works, Islamabad
13.	**MR. MUHAMMAD ADNAN DAYAR** (Co-opted Member) Joint Secretary (Estate) M/o Housing & Works, Islamabad