

12. ANNEXURES

ANNEXURE A
Previous NoC for Gulberg Residencia

BY HAND

**GOVERNMENT OF PAKISTAN
PAKISTAN ENVIRONMENTAL PROTECTION AGENCY
311, MAIN MARGALLA ROAD, F-11/3, ISLAMABAD
PHONE # 051-9267632, FAX # 051-9267625
EMAIL: pakepa@environment.gov.pk**

F. No. 2(1)/2011-IEE-DD(EIA/Mont)/22

Dated:- 21st October, 2011

Subject: - SUBMISSION OF INITIAL ENVIRONMENTAL EXAMINATION (IEE) REPORT OF INTELLIGENCE BUREAU EMPLOYEES COOPERATIVE HOUSING SOCIETY (REGD) ISLAMABAD.

I am directed to convey the approval of Director General, Pak-EPA on IEE report submitted by Mr. Shujaat Ullah Qureshi, Secretary, Intelligence Bureau Employees Cooperative Housing Society (I.B.E.C.H.S) Office No. 26/27, 1st Floor, Beverly Centre, Blue Area, Islamabad for the above-mentioned project.

2. It may also be indicated that approval of IEE is subject to the conditions laid down in the Approval Document (Attached). It is further requested that as per Schedule-VII, IEE/EIA Regulations, 2000, the proponent of project has to submit undertaking regarding acceptance of the conditions laid down in the approval document, soon after the reception of the decision on IEE.

Encl: As above


(M. Ahsan Rafi Kiani)
Deputy Director (EIA/Mont)

**Mr. Shujaat Ullah Qureshi,
Deputy Director General (I.B / Secretary),
Intelligence Bureau Employees Cooperative Housing Society Limited,
"K" Block,
Pak-Secretariat,
Islamabad.**



F. No. 2(1)/2011-IEE-I.B.E.C.H.S-DD(EIA/Mont)/22
GOVERNMENT OF PAKISTAN
PAKISTAN ENVIRONMENTAL PROTECTION AGENCY
311 - MAIN MARGALLA ROAD, F-11/3, ISLAMABAD.
Tele: (92-51-9267621)
Fax No. (92-51-9267625)

E-mail: pakepa@environment.gov.pk

DECISION ON INITIAL ENVIRONMENTAL EXAMINATION (IEE) REPORT
Under

**Review of Initial Environmental Examination (IEE) and Environmental Impact
Assessment Regulations, 2000.**

1. Name & Address of Proponent: Mr. Shujaat Ullah Qureshi,
Secretary,
Intelligence Bureau Employees Cooperative
Housing Society (I.B.E.C.H.S), Office No.
26/27, 1st Floor, Beverly Centre, Blue Area,
Islamabad.
2. Description of Project: The Intelligence Bureau Employees Cooperative
Housing Society Project is aimed to provide
housing and related facilities / amenities for all
income groups of the society members by
developing 2544 number of eight categories of
plots on an area measuring 3,799.09 Kanal.
3. Location of Project: The I.B.E.C.H.S Phase-III (Gulberg Islamabad)
falls in Moza's Darwala, Katheril, Sher
Dhamiyal and Dhalyala in Zone-V, Islamabad.
4. Date of Admission of Application: 23rd June, 2011.
5. After careful review of the Initial Environmental Examination (IEE) report of the
project "IEE of Intelligence Bureau Employees Cooperative Housing Society
(I.B.E.C.H.S), Islamabad" submitted by Mr. Shujaat Ullah Qureshi, Secretary,
Intelligence Bureau Employees Cooperative Housing Society (I.B.E.C.H.S), Office No.
26/27, 1st Floor, Beverly Centre, Blue Area, Islamabad and followed by queries,
comments, clarifications / replies by the proponent / consultant. Pakistan Environmental
Protection Agency (Pak-EPA), Government of Pakistan has decided to accord its
approval on IEE report subject to the following conditions: -

- i. Proponent will strictly adhere to implement all mitigation measures contained in the IEE report and addendum in order to minimize any negative impact on soil, ground water, ambient air quality, noise, natural drainage and biological resources during and after construction of the project. This may be indicated in the report as "**Commitment**". Institutional arrangements for implementation of environmental management plan will be finalized before the start of construction, so that proposed mechanism of environmental protection should work in time.
 - ii. In case of hiring of contractor for different jobs. Clause of "Environmental Protection" should be made part of the agreement. Institutional arrangements for implementation of environmental management plan may be finalized well before the start of construction, so that the proposed mechanism of environmental protection should work at the time of mobilization of project activities as to ensure monitoring of the project activities. Monthly reports of the monitoring activities should be submitted to Pakistan Environmental Protection Agency.
 - iii. The proponent / contractor should ensure a proper plantation and landscaping plan duly approved by CDA. The plan should clearly identify plants / trees to be cut and the types of plants and species to be planted.
 - iv. The proponent of project shall ensure to implement the Environmental Management Plan as part of IEE report with true letter and spirit.
 - v. The proponent will constitute Environmental Management Committee responsible for the management of solid / liquid / hazardous / hospital waste and other issues related to the environment.
 - vi. The Environmental Management Committee shall submit monthly progress report to this agency for review and further guidance.
 - vii. Pak-EPA will constitute a Post IEE Monitoring Committee, which will coordinate with proponent's Environmental Management Committee to implement the Environmental Management Plan.
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- viii. The proponent will take proper measures to avoid contamination of soil for disposal of liquid and solid waste generated during and after the project activities to ensure that no adverse impact would be on environment.
 - ix. The proponent shall solely be responsible for all technical / engineering design parameters of the development project. If any breach / deficiency or failure of the project design that may / would appear at any stage (from execution to operation) that causes deterioration of environment and disturb socio economic conditions of the project surrounding area, the whole responsibility for remedial / mitigation measures and compensation of damage will be borne by the proponent of project.
 - x. As far as possible, employment should be provided to local people particularly for unskilled jobs. Employment record for all positions shall be provided to Pak-EPA. Compensation must be provided to inhabitants in case of loss of agriculture land, crop and property etc in accordance with the rates that are agreed upon. All conflicting issues regarding compensation etc to be settled before executing / commencing the project activities.
 - xi. Special safety precautions to be taken while working close to any settlements, towns, schools and hospitals etc for safety of the people and livestock.
 - xii. The proponent should identify exact locations of camp sites and areas for earth material site with the consultation of consultant.
 - xiii. The proponent should ensure for the proper management of solid waste, which will be generated during construction and operation of the project.
 - xiv. The proponent of project will ensure to sign agreement with CDA for the management of solid waste / domestic waste.
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- xv. The proponent should ensure use of energy efficient devices in the project.
 - xvi. The proponent should ensure to avoid dumping of debris into down slopes and stabilize other slopes by planting grasses / shrubs.
 - xvii. The proponent of project should ensure to arrange clean drinking water for the inhabitants of the society.
 - xviii. The proponent should ensure maximum use of alternate energy in the project.
 - xix. The proponent of the project shall ensure to have rainwater harvesting practices, inverted well, sand reuse of grey water.
 - xx. The proponent of project will ensure to establish sewerage treatment plant in its premises and also ensure to comply with NEQS before final discharge. It may also be ensured that natural drains / streams would not be disturbed, which are flowing nearby / adjacent to the society.
 - xxi. The proponent will also ensure to manage sewage sludge properly, and dump it at identified approved places.
 - xxii. The proponent should ensure incorporation of water conservation measures in the project.
 - xxiii. The proponent will ensure that the proposed project doesn't fall in any sensitive area and there is no pending court case against the proposed project.
 - xxiv. The proponent of the project should be responsible to ensure the compliance of CDA building codes and byelaws.
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- xxv. The proponent and management committee of the proposed housing scheme will solely be responsible to mitigate the environmental issues on priority basis. In case of any emergency i.e. flooding, fire or any other natural disaster, the proponent should be solely responsible to prepare emergency response, plans in advance so that the timely actions could be taken as to protect the inhabitants and their property urgently.
- xxvi. The proponent should ensure to consider the presence of buffer zone for managing High Transmission Lines.
- xxvii. This environmental clearance is for the development of infrastructure. However, the proponent will have to seek fresh clearance from this agency for any future extension /addition in the scheme and multi structure project.
- xxviii. After completion of the project, project area (campsite, workshops, and batching plant and stockpile sites) will be restored to its original condition. For this purpose documentation in the shape of video and photographs should be kept on record.
- xxix. Pak-EPA reserves the right to proceed against the proponent of project in case of delay in submission of IEE study of the project (if any) as per law.
6. The proponent shall be liable for compliance of sections 13, 14, 17 and 18 of IEE / EIA Regulations, 2000, which enunciate the conditions for approval, confirmation of compliance, entry, inspection and monitoring of the proposed project.
7. The proponent will restrict for development of land measuring 3,799.98 Kanals.
8. This approval shall treated as null and void if the conditions, mentioned herein, are not complied with.
9. This approval does not absolve the proponent of the duty to obtain any other approval including the provincial and local governments or clearance that may be required under any other law in force.
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10. Hence therefore, exercising powers under section 12 of the Pakistan Environmental Protection Act, 1997, the undersigned hereby accords Environmental Approval on IEE report of the proposed project "**Intelligence Bureau Employees Cooperative Housing Society (I.B.E.C.H.S)**, located at **Moza's Darwala, Katheril, Sher Dhamiyal and Dhalyala in Zone-V, Islamabad**" with the above mentioned conditions.


12-10-2011
(ASIF S. KHAN)
Director General

ASIF S. KHAN
Director General
Government of Pakistan
Pakistan Environment Protection Agency
Islamabad



F. No. 3(1)/2019-EIA-GR-DD(EIA/Mont)/65
GOVERNMENT OF PAKISTAN
PAKISTAN ENVIRONMENTAL PROTECTION AGENCY (PAK-EPA)
MINISTRY OF CLIMATE CHANGE
PLOT # 42, STREET # 6, SECTOR H-8/2, ISLAMABAD
Ph # 051-9250716, Fax # 051-9250715



Dated:- 22nd March, 2021

Subject: ENVIRONMENTAL IMPACT ASSESSMENT (EIA) REPORT OF GULBERG RESIDENCIA (REVISED & EXTENDED) ZONE-V, ISLAMABAD.

I am directed to convey the approval of Competent Authority on EIA Report submitted by Mr. Allah Rakha Nasir, Joint Secretary (IBECHS) M/s I.B. Employees Cooperative Housing Society Limited project (Gulberg Green Farm Housing Scheme at Zone-4-B), Islamabad for the above-mentioned project.

2. It may also be indicated that approval of EIA is subject to the conditions laid down in the Approval Document (Attached). It is further requested that as per Schedule-VII, IEE / EIA Regulations, 2000, the proponent of project has to submit undertaking regarding acceptance of the conditions laid down in the approval document, soon after the receipt of the decision on EIA.

3. Please also find enclosed herewith format Proforma for ease of compliance reporting.

Encl: As above.


(M. AHSAN RAFI KIANI)
Director (EIA/Mont)

Mr. Allah Rakha Nasir
Joint Secretary
Employees Cooperative Housing Society (IBECHS)
Head Office Street No. B-04
Business Park, Gulberg Greens
Islamabad.



F. No. 3(1)/2019-EIA-GR-DD(EIA/Mont)/65
GOVERNMENT OF PAKISTAN
PAKISTAN ENVIRONMENTAL PROTECTION AGENCY
PLOT NO. 42, STREET NO. 6, SECTOR H-8/2,
ISLAMABAD.

Tele: (92-51-9250713)

Fax No. (92-51-9250715)

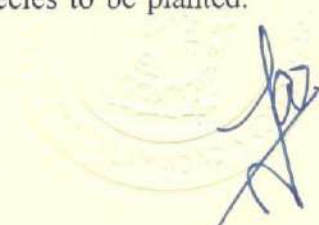
E-mail: pakepa@environment.gov.pk

DECISION ON ENVIRONMENTAL IMPACT ASSESSMENT (EIA) REPORT
Under

**Review of Initial Environmental Examination (IEE) and Environmental
Impact Assessment Regulations, 2000.**

1. Name & Address of Proponent: Mr. Allah Rakha Nasir
Joint Secretary (IBECHS)
Head Office, Street No. B-04, Business Park
Gulberg Greens
Islamabad.
2. Description of Project: Construction of Gulberg Residencia Housing
Scheme (Revised & Extended).
3. Location of Project: At Zone-V, Islamabad.
4. Date of Admission of Application: 22nd October, 2019. (Required Documents and
information received on **27th November, 2020.**
5. After careful review of the Environmental Impact Assessment (EIA) Report of the
project "**Construction of Gulberg Residencia Housing Scheme (Revised & Extended)
Zone-V, Islamabad**" submitted by Mr. Allah Rakha Nasir, Joint Secretary (IBECHS) Head
Office, Street No. B-04, Business Park, Gulberg Greens, Islamabad and followed by queries,
comments, clarifications / replies by the proponent /consultant. Pakistan Environmental
Protection Agency (Pak-EPA), Government of Pakistan has decided to accord its approval on
EIA Report subject to the following conditions:-

- i. The proponent shall intimate Pak-EPA regarding the date of commencement of the project.
- ii. The proponent shall engage services of a third party for compliance monitoring and reporting as per the EMP and condition of approval issued by Pak-EPA. Information regarding the same shall be provided to Pak-EPA before start of construction work at site. Daily Environmental Incident reporting shall also be ensured.
- iii. The proponent shall prepare a comprehensive traffic management plan for material transportation during construction phase and for vehicular traffic during operational phase of the project in consultation with Islamabad Traffic Police (ITP) and details thereof be shared with Pak-EPA.
- iv. Proponent will strictly adhere to implement all mitigation measures contained in the EIA Report and addendum in order to minimize any negative impact on soil, ground water, ambient air quality, noise, natural drainage and biological resources during and after construction of the project. This may be indicated in the report as "**Commitment**". Institutional arrangements for implementation of environmental management plan will be finalized before the start of construction, so that proposed mechanism of environmental protection should work in time.
- v. In case of hiring of contractor for different jobs. Clause of "Environmental Protection" should be made part of the agreement. Institutional arrangements for implementation of environmental management plan may be finalized well before the start of construction, so that the proposed mechanism of environmental protection should work at the time of mobilization of project activities as to ensure monitoring of the project activities.
- vi. The proponent / contractor should ensure a proper plantation and land scaping plan duly approved by CDA. The plan should clearly identify plants / trees to be cut and the types of plants and species to be planted. The local species will be given preference.

A handwritten signature in blue ink is written over a faint circular official stamp. The signature is stylized and appears to be a set of initials or a name. The stamp is mostly illegible but seems to contain some text around the perimeter.

- vii. The proponent of project shall ensure to implement the Environmental Management Plan as part of EIA Report in true letter and spirit.
- viii. The proponent will constitute Environmental Management Committee responsible for the management of solid / liquid / hazardous / hospital waste and other issues related to the environment and ensure compliance with all relevant NEQS.
- ix. The Environmental Management Committee shall submit quarterly compliance monitoring report to this Agency for review and further guidance.
- x. The proponent's Environmental Management Committee shall liaise with Pak-EPA for monitoring of EMP.
- xi. The proponent will take appropriate measures to avoid contamination of soil from disposal of liquid and solid waste generated during and after the project activities to ensure that no adverse impact would be on environment.
- xii. The proponent shall solely be responsible for all technical / engineering design parameters of the development project. If any breach / deficiency or failure of the project design that may / would appear at any stage (from execution to operation) that causes deterioration of environment and disturb socio economic conditions of the project surrounding area, the whole responsibility for remedial / mitigation measures and compensation of damage will be borne by the proponent of project.
- xiii. As far as possible, employment should be provided to local people particularly for unskilled jobs. Employment record for all positions shall be provided to Pak-EPA. Compensation must be provided to inhabitants in case of loss of agriculture land, crop and property etc in accordance with the rates that are agreed upon. All conflicting issues regarding compensation etc to be settled before executing / commencing the project activities.



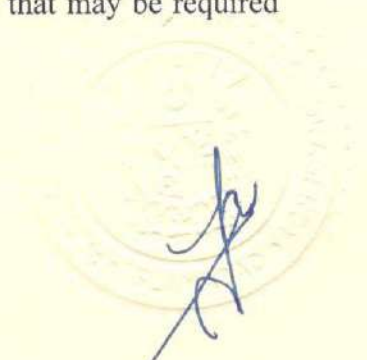
- xiv. The proponent should ensure unhindered movement of surrounding communities and maintenance of community access roads to be used by proponent and its society inhabitants.
- xv. Special safety precautions and noise controlling measures shall be taken while working close to any settlements, towns, schools and hospitals etc for safety of the people and livestock.
- xvi. The proponent should identify exact locations of camp sites and areas for earth material site with the consultation of consultant.
- xvii. The proponent shall ensure proper management of solid waste, which will be generated during construction and operation of the project. The proponent shall impose ban on use of Non-Biodegradable Plastic Bags.
- xviii. The proponent of project will ensure to sign agreement with CDA for the management of solid waste / domestic waste.
- xix. The proponent should ensure use of energy efficient devices in the project.
- xx. The proponent should ensure to avoid dumping of debris into down slopes and stabilize other slopes by planting grasses / shrubs.
- xxi. The proponent of project should ensure to arrange clean and safe drinking water for the inhabitants of the society.
- xxii. The proponent should ensure maximum use of alternate energy in the project.
- xxiii. The proponent of the project shall ensure to have rainwater-harvesting practices, inverted well, and reuse of grey water.



- xxiv. The proponent of project will establish sewerage treatment plant of optimum capacity and Integrated Resource Recovery facility in its premises and comply with NEQS. A separate undertaking regarding the same with clear-cut indication of schedule of construction and operation shall be submitted by the proponent.
- xxv. No natural drain / stream would be disturbed, which are flowing within or nearby / adjacent to the society.
- xxvi. The proponent will also ensure to manage sewage sludge properly, and dump it at identified approved places.
- xxvii. The proponent shall ensure incorporation of water conservation measures in the project and seek prior approval for extraction of groundwater from relevant authority.
- xxviii. The proponent will ensure that the proposed project does not fall in any sensitive area and there is no pending court case against the proposed project.
- xxix. The proponent of the project shall be responsible to ensure the compliance of CDA building codes and byelaws.
- xxx. The proponent and management committee of the proposed housing scheme will solely be responsible to mitigate the environmental issues on priority basis. In case of any emergency i.e. flooding, fire or any other natural disaster, the proponent should be solely responsible to prepare emergency response, plans in advance so that the timely actions could be taken to protect the inhabitants and their property urgently.
- xxxi. The proponent shall ensure to consider the presence of buffer zone for managing High Transmission Lines.



- xxxiii. This environmental clearance is for the development of infrastructure based on the plan submitted to this Agency as part of this EIA Report. However, the proponent will have to seek fresh environmental clearance from this Agency for any future extension / addition in the scheme (i.e. entire layout plan: existing + additional) by submitting EIA Report. In addition the proponent will have to seek fresh environmental clearance for multi structure projects in the existing scheme also.
- xxxiv. The proponent will also have to seek separate approval for operational phase of the project.
- xxxv. After completion of the project, project area (campsite, workshops, and batching plant and stockpile sites) will be restored to its original condition. For this purpose documentation in the shape of video and photographs should be kept on record.
- xxxvi. Pak-EPA reserves the right to proceed against the proponent of project in case of delay in submission of EIA study of the project (if any) as per law.
6. The proponent shall be liable for compliance of regulations 13, 14, 17 and 18 of IEE / EIA Regulations, 2000, which enunciate the conditions for approval, confirmation of compliance, entry, inspection and monitoring of the proposed project.
7. The proponent will restrict for development of land measuring **19,667 Kanals**.
8. This approval shall be treated as canceled if the conditions, mentioned herein, are not complied with.
9. This approval does not absolve the proponent of the duty to obtain any other approval including the provincial and local governments or clearance that may be required under any other law in force.



10. Hence therefore, exercising powers under section 12 of the Pakistan Environmental Protection Act, 1997, the undersigned hereby accords Environmental Approval on EIA Report of the proposed project "**Construction of Gulberg Residencia (Revised & Extended) at Zone-V, Islamabad**" with the above-mentioned conditions.


(DIRECTOR GENERAL)
Pak-EPA

ANNEXURE B
Modalities and Procedures Framed Under ICT
(Zone) Regulations 1992



June 1993

**CAPITAL DEVELOPMENT AUTHORITY
ISLAMABAD**

M O D A L I T I E S
&
P R O C E D U R E S
FRAMED UNDER ICT (ZONING) REGULATION, 1992
FOR
DEVELOPMENT OF PRIVATE HOUSING SCHEMES
IN ZONE TWO & FIVE OF ISLAMABAD CAPITAL
TERRITORY ZONING PLAN

PRICE RS 50/-

**MODALITIES & PROCEDURES
FRAMED UNDER ICT (ZONING) REGULATION, 1992
FOR
DEVELOPMENT OF PRIVATE HOUSING SCHEMES
IN ZONES TWO & FIVE OF ISLAMABAD CAPITAL
TERRITORY ZONING PLAN**

1. PROPOSAL FOR A HOUSING SCHEME

- i) A housing scheme can be sponsored by a registered company or a cooperative society, hereinafter referred to as sponsor, for a area not less than 200 acres falling within Zone-2 and 100 acres falling within Zone-5 of the ICT Zoning Plan.
- ii) The sponsor shall not advertise or publicise the proposed scheme in any manner except in accordance with these Modalities and Procedures.
- iii) The sponsor shall submit the following documents for preliminary scrutiny.
 - a) Two copies of Site Plan of the proposed scheme at a scale of 1:10,000 indicating its location with reference to important land marks and permanent ground features.
 - b) Registration documents of the sponsors including certified true copies of Articles and Memorandum of Association and Aims & Objectives of the Society as the case may be.
 - c) Statement of verifiable financial resources through last audited balance sheet of the registered Company or certified accounts of Cooperative Society.

In case the documents are deficient in any manner, the same shall not be accepted and returned to the Sponsor.

2. SCRUTINY FEE

A non-refundable scrutiny fee(departmental charges) of Rs.10,000/- per scheme shall be payable to the Capital Development Authority,

Islamabad, by the Sponsor for the preliminary scrutiny of the proposed scheme. The payment shall be made through a bank draft/pay order. The scrutiny fee is, however, subject to revision by the Authority from time to time.

PROCEDURE FOR PRELIMINARY SCRUTINY

- a) The proposal shall be scrutinized by a Committee comprising of:-

i) Member Planning	Chairman
ii) DDG Planning	Member
iii) Any other officer/officers of the Authority whom the Committee may like to co-opt.	Member(s)
- b) The scrutiny shall be completed by the Committee within 30 days.
- c) In case the committee considers the scheme tentatively feasible it will inform the sponsor accordingly. Otherwise, the committee shall inform them of the objections and reconsider the scheme after settlement of the same.

DOCUMENTS TO BE SUBMITTED BY THE SPONSORS

When the application qualifies the scrutiny by the committee, the sponsor shall be advised to meet the following requirements:-

- i) Three copies of the site plan showing location of the scheme at a scale of 1:10,000 with reference to its surrounding areas (within a radius of 1/2 Km all around) and the land use plan of the zone in which it falls.
- ii) Three copies of survey plan of the site drawn to a scale of not more than 1:1000 showing Khasra numbers, the spot level and physical features such as high tension lines, water channels, etc. The contours with 0.5 meters or 2 feet interval shall be indicated on the plan.

- iii) Three copies of layout plan drawn to a scale of not more than 1:1000 showing the sub-division of land into plots, and allocation of land for various uses in accordance with the planning standards laid down by the Government of Pakistan in the "National Reference Manual on Planning and Infrastructure Standards".
- iv) Layout Plan should be prepared and signed by a qualified Town Planner of a firm of Consultants as may be approved by the CDA from time to time.
- v) A certificate from the Tehsildar, ICT, certifying sponsor's ownership of the land covered by the proposed scheme shall also be provided on one of the copies of survey plan referred to at (ii) above.

5. PLANNING STANDARDS

The planning standards may vary from scheme to scheme depending upon the residential density desired to be achieved by the Sponsors of the schemes. But the land use percentages must remain within the following limits.

- | | |
|--|-------------------|
| i) Residential | not more than 55% |
| ii) Open/Green Spaces/Parks | not less than 8% |
| iii) Roads/Streets | not less than 26% |
| iv) Grave Yards | not less than 2% |
| v) Commercial and parking | not more than 5% |
| vi) Public buildings like school, mosque, dispensary, hospital, community centre, post office etc. | not less than 4% |

{ Note: The above percentages will be subject to minor adjustments, keeping in view the sites conditions, special requirements and the land use plan of the zone in which the scheme falls. }

- vii) The width of the vehicular streets provided in the layout plan will not be less than 40 feet.

- viii) The minimum size of residential plot will be 200 Sq. Yds.

(130 sq. yd. Now)

- ix) In Zone-2, the layout plan of the scheme shall conform to standard sectoral layout plan of Islamabad.
- x) The easement of nullah, etc., shall be clearly identified and preserved as open spaces.

6. SCRUTINY FEE FOR THE DETAILED SCHEME

A scrutiny fee at the rate of Rs. 2,000/- per acre shall be payable through Bank Draft/Pay Order to the Authority and shall be deposited along with the submission of detailed scheme as required by paragraph 5. The scrutiny fee is, however, subject to revision by the Authority from time to time.

7. CLEARANCE OF DETAILED LAYOUT PLAN OF THE SCHEME

- i) Objection, if any, in the layout plan will be communicated by registered post acknowledgement due to the sponsors for rectification within a period not exceeding 30 days of issuance of communication, failing which the scheme will not be processed further till removal/settlement of objections.
- ii) After the layout plan submitted is cleared, the sponsor shall:
 - a) execute in the form attached as Annexure "A", an undertaking regarding acceptance of the conditions relating to planning, designing and implementation of the scheme;
 - b) deposit the entire development cost of the scheme with the Authority. The amount of development cost shall be assessed by the Authority on the basis of prevailing cost of development. The amount shall be deposited within 45 days of the clearance of detailed layout plan of the scheme;
 - c) In case they do not feel inclined to deposit the development cost of the scheme as per clause (b) above, mortgage 30% of the saleable area in the detailed layout plan with the Authority as a Guarantee for completing development works/ services within the period specified

in paragraph 10. The mortgage deed shall be executed by the sponsor in the form attached as Annexure "B" and be got registered with the Registrar Islamabad, within 30 days after clearance of detailed layout plan of the scheme;

- d) also transfer to the Authority in the form annexed as Annexure "C" and free of charge, the land reserved for open spaces/parks, grave-yard, and land under right-of-way of roads, etc. in the scheme, within 45 days of the clearance of the detailed layout plan of the scheme.

8. PUBLIC NOTICE OF PLOTS MORTGAGED WITH CAPITAL DEVELOPMENT AUTHORITY IN THE SCHEME

A public notice, as per specimen attached as Annexure "D", shall be published in the press, at the expense of the sponsors, regarding the mortgage of plots under saleable area with the Authority by the sponsors within 5 days after mortgage deed has been executed between CDA and the sponsors.

9. ISSUANCE OF NOC

- i) The NOC conveying the approval of the detailed layout plan of the scheme shall be conveyed to the Sponsors after the registration of the mortgage deed and transfer deed in favour of CDA, and meeting the objections, if any, received in response to the Public Notice referred to in para 8 above.
- ii) The sponsors shall thereafter be allowed to advertise the scheme.
- iii) The validity of the NOC shall automatically be deemed to have been withdrawn in case the sponsors do not complete at least 10 percent of development works within one year from the date of issuance of the NOC.

10. COMPLETION PERIOD OF THE SCHEMES

- i) The sponsors shall be required to complete the development works of the scheme within the time indicated as under:-

- a) Scheme covering an area of 100 acres. Three years
- b) Scheme covering an area between 101 acres to 200 acres. Four years
- c) Scheme covering an area between 201 to 400 acres. Five years
- d) Scheme covering an area of more than 400 acres. Six years

(ii) If the completion of the scheme is delayed beyond the completion period specified in sub-paragraph (i) above, the sponsor shall pay a sum of Rs. 5,00,000/- for grant of extension for a period of one year. No further extension shall be granted.

11. APPROVAL OF ENGINEERING DESIGNS AND DETAILED SPECIFICATIONS OF THE SERVICES/ UTILITIES

- i) After the issuance of NOC and clearance of detailed layout plan of the scheme, the sponsors shall prepare, within a period of three months, the engineering design and specifications of the services and utilities and make a presentation to a panel of engineering experts nominated by the CDA, for approval of engineering designs and detailed specifications of services/utilities in the scheme.
- ii) The designs and specifications of the services proposed to be provided in the scheme shall be prepared by a well-reputed firm of consulting engineers registered with Pakistan Engineering Council in accordance with accepted norms and practices of engineering and the guidelines given in para 12.
- iii) Two copies of the engineering designs and detailed specifications, as approved by the panel of experts referred to in sub-paragraph (i) above shall be submitted to the DDG (Planning) CDA, for final approval of the CDA.
- iv) The approval of the engineering designs and detailed specifications by the 'Panel of Experts' shall not absolve the sponsors and their consultants from the responsibility of proper design based on sound engineering practices.

12. ENGINEERING DESIGN GUIDE LINES

i) Water Supply

The sponsors shall make their own independent arrangement for water supply according to the following standards:

- a) Average water consumption per capita per day 100 gallons
- b) Max. Daily Demand. 150 gallons
- c) Peak Hours Flow 200 gallons
- d) Consumption for non-residential area per acre/day. 1000 gallons
- e) Fire demand/G.P.M. 2000 to 4000 gallons as per standards of national board of fire authorities of USA.
- f) Primary School. 8 gallons per capita per day for 15% of total population of the scheme.
- g) Colleges. 8 gallons per capita per day or 5% of the population of the scheme.
- h) Hotels/Motels. 600 gallons per 1000 sft. per day.
- i) Offices. 200 gallons per 1000 sft. per day.
- j) Hospitals 150 gallons per capita per day.
- k) Mosques. 3 gallons per 'Namazee' for 20 percent of total population of the scheme.

ii) Roads

- a) Pavements:-
The pavement design of all roads shall be carried out in accordance with "AASHTO Design Manual 1986" and as amended from time to time. All the roads shall have a minimum of 1.6 inches thick asphalt concrete wearing surface in addition to adequate base and sub-base courses. The minimum width of pavement shall be 20 feet.

- b) Geometries:-
As per applicable AASHTO standards.

iii) Sanitary Sewer System

The scheme would have its own independent sewerage treatment system which should be capable of taking 80 percent of the water consumption. RCC pipes shall be used for conveying the sewerage. The minimum diameter of the sewer shall be 6 inches. The disposal of sewerage shall be made through the trunk sewer which will terminate at a sewerage treatment plant for primary treatment.

iv) Storm Water Drainage

- | | | |
|----|-------------------------------|-------------------|
| a) | Max. rain fall intensity. | 3 inches per hour |
| b) | Impermeability factor. | 0.8 |
| c) | Min. diameter of storm sewer. | 12 inches. |

v) Electricity

- | | | |
|----|--------|---|
| a) | Zone-2 | The distribution network shall be underground. |
| b) | Zone-5 | The distribution network shall be preferably underground, but it may be overhead. |

vi) Sui Gas and Telephone

According to standards followed by SNGPL and PTC.

SCRUTINY FEE FOR ENGINEERING DESIGNS/ DETAILED SPECIFICATIONS

The Sponsor shall be required to deposit a fee for the scrutiny and approval of engineering designs by the panel of experts at the rate of Rs. 100/- per acre in favour of the CDA.

COMMENCEMENT OF DEVELOPMENT WORKS

The sponsors shall mobilize their resources to start implementing the scheme within a period of six months after the issuance of the letter of approval of engineering designs and detailed specifications by the CDA.

15. IMPLEMENTATION OF SCHEME BY THE CAPITAL DEVELOPMENT AUTHORITY ON BEHALF OF THE SPONSORS

CDA may take up planning, design and implementation of the scheme, if requested by the sponsors, on payment of departmental charges @ 8% of the total cost of the scheme. The rate of departmental charges is subject to revision by the CDA from time to time.

16. INSPECTION BY THE AUTHORIZED OFFICER OF THE CDA DURING THE COURSE OF EXECUTION OF THE SCHEME

The scheme shall be open for inspection to the CDA during the entire period of its execution.

17. INTIMATION OF WORK SCHEDULE TO THE CDA BY THE SPONSORS

- i) The sponsors shall submit to the DDG (Planning) the detailed work schedule in respect of implementation of the scheme.
- ii) Monthly progress report shall be submitted to the DDG (Planning) till the completion of the scheme.

18. PAYMENT OF INSPECTION/MONITORING FEE TO THE CDA

The Sponsors shall pay to the CDA Rs. 1000/- per acre on account of inspection/monitoring expenses during the execution stage of the scheme.

19. RECORDING OF INSPECTION NOTES BY THE OFFICERS OF THE CDA ON THE DEVELOPMENT WORKS

- i) The authorized officer/s of CDA shall record their observations on the works in progress regarding quality and progress of work being undertaken in a scheme and will ensure that their instructions are complied with by the sponsors. A copy of each note shall be handed over to the

Sponsors for record and another copy, duly signed by the Sponsors or their Engineer Incharge at site, shall be kept in the CDA's record.

- ii) In case the Sponsors fail to abide by the instructions contained in the Inspection Note, the CDA shall take appropriate measures to rectify the situation which may include getting the work done at the risk and cost of the sponsors by disposing of plots mortgaged with the CDA. In case the development cost exceeds the amount deposited by the sponsors with the CDA or the sale proceeds of the mortgaged plots, the same shall be recoverable by the CDA from the sponsors or the allottees of plots in the scheme as arrears of land revenue under the CDA Ordinance, 1960.

20. RELEASE OF MORTGAGE PLOTS

The plots mortgaged with the CDA by the Sponsors will be released after the Committee appointed by the CDA has certified that the development works have been completed as per approved schedule, specifications and design. The form of redemption deed is appended as Annexure "E".

21. DEFAULT IN COMPLETION OF SCHEME

- i) The CDA shall assume the control of the scheme in case it is satisfied that the sponsors are incapable of completing the scheme after expiry of the extended period of completion.
- ii) In the event of CDA assuming control of the scheme, it shall sell the plots mortgaged with it in the scheme privately, through public auction or private contract in order to accumulate funds for the completion of the remaining development works in the scheme to the extent of amount received from such sale, and para 19 (ii) will apply mutatis mutandis in such an eventuality.

22. CONNECTION OF SERVICES OF A PRIVATE SCHEME WITH CAPITAL DEVELOPMENT AUTHORITY'S SERVICES NETWORK

The CDA in its discretion may permit the Sponsors of a scheme to connect the services within the scheme with the overall network of

services if available in the area. Such connection shall be allowed by CDA subject to payment of charges as may be prescribed from time to time.

23. MISCELLANEOUS

- i) In case the sponsors desire permission to advertise the scheme, without completing ownership of ~~200~~¹⁰⁰ acres in Zone-2 or ~~100~~³⁰ acres in Zone-5 and prior to the issuance of a formal NOC by the CDA, they will be required to fulfil the following requirements:-
- a) Sponsors shall submit documentary evidence that they are the owners and in possession of at least 30% of the land proposed for the scheme.
- b) The Sponsors shall mortgage with the CDA as per terms and conditions contained in para 7, ~~60~~³⁰ acres or 30 acres of land for the scheme pertaining to Zone-2 or Zone-5 respectively.
- c) The Sponsors shall commit to procure the balance land within six months from the date of mortgage.
- d) The Sponsors shall advertise the scheme only through a Scheduled Bank to be nominated by the CDA for a restricted membership which will also be determined by the CDA and the complete record of which shall be maintained by the nominated Bank and submitted to CDA.
- e) The Sponsors will be authorised to use the funds collected as a result of advertisement only for the purchase of balance land.
- f) After completing purchase and transfer of land in the name of the sponsors, the Sponsors will be required to complete all other formalities given in para 4 onwards for the issuance of the CDA.
- g) Possession of individual plots in the scheme shall not be handed over by the sponsor till the entire scheme is fully

developed and completion certificate in this behalf has been issued by the CDA. The plots reserved for amenities and public buildings shall be disposed off with the prior approval of the CDA.

- ii) The Authority has the discretion to change, modify, alter or relax any of the provisions contained herein and when so required without any prior notice or intimation to the Sponsor/s of a scheme.

ANNEXURE 'A' UNDERTAKING

We, M/S _____, sponsors of a housing scheme on land measuring _____ acres in Mauza _____, District Islamabad, acting through our _____ do hereby accept and undertake to abide by the terms contained in the 'Modalities and Procedure' framed by the CDA in pursuance of the ICT (Zoning) Regulation, 1992, which are annexed hereto as part of this undertaking and have been signed by us in token of our having accepted the same.

Without prejudice to the generality of the foregoing, we undertake in particular to abide by the following terms and conditions pertaining to the above-mentioned housing scheme, namely:-

- a) We shall deposit the entire development cost of the scheme to the Authority as a guarantee towards the development of the scheme. The amount of such development cost, as to be determined by the CDA, shall be acceptable to us. The deposit shall be made by us within 45 days from the date of approval of the layout plan of the scheme.
- b) In case we choose not to deposit the development cost of the scheme, we shall mortgage 30% of the saleable area in the detailed layout plan in favour of the CDA free of cost, as a guarantee for completing development works at site within _____ years from the date of the NOC to be issued by the CDA. Such mortgage shall be done by us within 45 days from the date of approval of the layout plan of the scheme.
- c) We shall pay to the CDA proportionate costs for the trunk services as may be provided by the CDA in the housing scheme. Such costs shall be worked out by the CDA which shall be final and shall be paid by us within the period as may be fixed by the CDA for the purpose.
- d) We shall transfer to the CDA, free of charge, the land reserved for open spaces/parks, grave yard and land under right-of-way of roads, etc., in the scheme within 45 days of the clearance of detailed layout plan of the scheme.

- e) We understand that the land in the housing scheme or any part thereof is liable to acquisition by the CDA at any time and we undertake that in case the land is so required by the CDA at any stage, we shall have no objection to the same on any ground whatsoever.
- f) We shall abide by the layout plan and designs of services as may be approved by the Authority for implementation at site and will not make any change/modification therein without prior approval of the CDA.
- g) We shall comply with all the laws and regulations of CDA as may be in force from time to time as also all such other instructions as may, from time to time, be issued by it in this behalf.
- (h) We shall be responsible for defect of any nature in the title of the land in the housing scheme and losses/ damages, if any, incurred, including profit thereon at the rate of 14% (as may be incurred and determined by CDA) shall be paid by us within the period as may be specified by CDA in this behalf failing which the same shall be recoverable by CDA as arrears of land revenue under the CDA Ordinance, 1960.
- (i) In case we fail to complete the development works/ services within the given time and to the satisfaction of the CDA as per terms and conditions, the CDA shall be entitled to assume control of the scheme and dispose of the mortgaged plots and use the sale proceeds, or a portion thereof, in any manner it may like towards the completion of the development works/services.

For and on behalf of
M/S _____

Seal.

Witnesses:

1. _____
Occupation _____
Address _____
N.I.C. No. _____

2. _____
Occupation: _____
Address: _____
N.I.C. No. _____

ANNEXURE 'B'

MORTGAGE DEED

This Mortgage Deed is made at Islamabad on the _____ day of _____ in the year _____ BETWEEN M/S, _____

a company/society registered under the Companies Ordinance 1984 /West Pakistan Cooperative Societies Act, 1925, (hereinafter referred to as the "Sponsor" which expression shall, where the context so admits, include its executors, administrators, legal representatives, assigns and successors-in-interest) of the One Part and the Capital Development Authority, an authority established under the CDA Ordinance, 1960, (hereinafter referred to as "the Authority", which expression shall include its successors-in-office, representative and assigns) of the other part.

Whereas the Sponsor has applied to the Authority in pursuance of ICT (Zoning) Regulation, 1992, for approval of a Housing Scheme over an area of _____ on land bearing Khasra Nos. _____, Mauza _____ District, Islamabad. The authority has agreed to approve the Scheme on the condition that the sponsor deposits with the Authority as security a sum of Rs. _____ (Rupees _____ only) towards cost of development of the scheme or, in the alternative, mortgages with the Authority 30% of the saleable area of the said Housing Scheme.

And whereas, the sponsor has elected to mortgage with the Authority, 30% of the saleable area of the Scheme.

Now, therefore, this deed witnesseth as follows:-

1. As a security for the proper development of the scheme in accordance with the engineering designs, detailed specifications of services/utilities and time schedule approved and laid down by the Authority, the sponsor hereby grants, assures, demises and mortgages unto the Authority, plots No. _____ shown in red colour on the attached scheme plan, bearing drawing No. _____

(ASHIQ ALI GHORI)
Additional Director
(Master Plan Cell)
CDA, Islamabad

2. The Sponsor shall pay all stamp duties, registration charges and other incidental expenses for and in connection with this and any other document to be required for the redemption of this mortgage deed.

3. The Authority shall release the mortgaged plots in proportion to the development that may be completed by the Sponsors:-

- On completion of 25% of the development work, 25% of the mortgaged plots shall be released to the sponsor.
- On completion of 50% of the development work, another 25% of the mortgaged plots shall be released to the sponsor.
- On completion of 75% of the development work, another 25% of the mortgaged plots shall be released to the sponsor.
- On completion of 100% of the development work, remaining 25% of the mortgaged plots shall be released to the sponsors.

4. If the Sponsor fails to abide by any of the terms of the undertaking which is being given by the sponsor to the Authority separately in this behalf, the approval may be withdrawn and the scheme shall be taken over by the Authority without any extra liability.

5. The plots mortgaged to the Authority as a security towards the development of the scheme shall be open to inspection at any time by any officer of the Authority deputed for the purpose.

6. The Sponsor hereby covenants with the Authority and guarantees as follows:-

- a) That it will from time to time and at all times hereafter comply with all the regulations framed by the Capital Development Authority under the CDA Ordinance, 1960.
- b) That the property hereby mortgaged is exclusive and absolute property of the sponsor in which no one else has any claim, concern, right or interest of whatsoever nature.

- c) That it has a legal right, full power and absolute authority to mortgage the aforesaid property by way of such mortgage.
- d) That it has not prior to the date of THESE PRESENTS done, made, committed, caused or knowingly suffered to be done any act under a deed or matter whereby the right to this mortgage has been or may be impaired.
- e) That it hereby declares that the property offered as security for development of the scheme is free from all sorts of encumbrances and charges and undertakes that the said property shall not be sold or charged without the prior approval in writing of the Authority.
- f) That it shall not put the said property in any other charge or otherwise transfer the same or any part thereof in any way and would keep and hold the Authority secured, harmless and indemnified against all losses and damages caused to be suffered or sustained by the Authority as a result of any defect in its title or any one with respect to the said property or any part thereof.
- g) That it shall keep the property mortgaged with the Authority as security till the entire scheme is fully developed in accordance with the approved plan and designs of services.

7. In case the Sponsor fails to develop the scheme in accordance with approved layout plan and services designs as required by the Authority under the preceding clauses, the Authority shall, without any further notice to or concurrence on the part of the Sponsor, be entitled to:-

- i) take over possession of the mortgaged property:
- ii) Sell or dispose of the said property or any part thereof, together or in parcel, on the account and at the risk of the sponsor, either privately or by public auction or by private contract, on such terms and conditions as the Authority shall think fit and proper, without the bid and intervention of a court of law and without prejudice to the Authority's rights to execute the necessary sale deed, present it for registration

and get the same registered and have the necessary mutation of names entered in the Government and Authority's/ Municipal records, and on such transfer the property shall vest in the transferee and all rights in or to the property transferred as if the property had been sold to the transferee by the owner and for the purposes aforesaid or any of them to make agreement, execute assurance and give effectual receipt for discharge for the purchase money and do all other acts and things for completing the sale, which the person or persons exercising powers of sale shall think proper and the aforesaid power shall be deemed to be a power to sell concur in selling without the intervention of the Court.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal the day and year first above written.

For and on behalf of
M/s _____

For and on behalf of
Capital Development Authority.

In the presence of
Witnesses:-

1. _____
Occupation _____
Address _____
N.I.C. No. _____

2. _____
Occupation _____
Address _____
N.I.C. No. _____

ANNEXURE "C"

TRANSFER DEED

THIS DEED OF TRANSFER made on this _____ day of _____ year _____ by M/S _____, through their _____, hereinafter called the "Transferor":-

IN FAVOUR OF

The Capital Development Authority, Islamabad hereinafter called the "Transferee" (CDA)

WHEREAS the transferor is absolute owner with possession of land measuring _____ Kanals _____ Marlas bearing Khasra Nos.

in Mauza _____ Tehsil and District Islamabad.

AND WHEREAS the Transferee has approved the layout of a housing scheme on the land, in which an area measuring a total of (shown in blue on the plan annexed hereto) is reserved for General Public use as follows (hereinafter called the "Property").

<u>KANALS</u>	<u>MARLA</u>	<u>SQ.FT.</u>
---------------	--------------	---------------

1. For Roads
2. For Parks
3. For Grave-yards
4. For Public Buildings

NOW, THEREFORE, this deed witnesseth as follows:-

1. That the transferor hereby declares and warrants that he is the absolute owner of the Property and no person whatsoever has any charge, encumbrance, lien or mortgage over the property and same is free therefrom.
2. That in consideration of Public Welfare, the transferor hereby transfers to the Transferee, free of charge, all its rights, interest,

ements, appertinent to the Property and to hold the same by the transferee as absolute and lawful owner.

3. That the Transferor further agrees, at all times here after, upon the request and at the expenses of the Transferee, to execute or cause to be executed all such lawful deeds, acts and things whatsoever for better and more perfectly conveying and assuring the "Property" unto the Transferee, its successors-in-office, administrators, assigns as shall be reasonably required by the Transferee, and placing it in its possession according to the true interest and meaning of this deed.
4. That after the execution of this transfer deed, the transferee will be responsible for managing the area transferred to it by the transferor.

IN WITNESS WHEREOF, both the parties have put their respective hands and seals on the day and year first above written.

For and on behalf of the
M/S _____

For and on behalf of the
Capital Development Authority

Witnesses

1. Name _____
Occupation _____
Address _____
N.I.C. No. _____

2. Name _____
Occupation _____
Address _____
N.I.C. No. _____

ANNEXURE C
**EXTERNAL ELECTRIFICATION/
IESCO APPROVAL**

 ISLAMABAD Electric Supply Company Limited Head Office, Street No.40, Sector G-7/4, Islamabad	
No. <u>615-19</u>	/CEO/IESCO/CE(P&E)/HS-258
Date: <u>22/02/2011</u>	

Secretary
Intelligence Bureau
Employees Cooperative
Housing Society Gulberg Phase-1
Islamabad

Subject: **TENTATIVE DEMAND NOTICE FOR DESIGN VETTING FEE / APPROVAL AND INSPECTION / SUPERVISION CHARGES AGAINST EXTERNAL ELECTRIFICATION WORK (SELF EXECUTION) THROUGH SPONSOR IN RESPECT OF INTELLIGENCE BUREAU EMPLOYEES COOPERATIVE HOUSING SOCIETY (IBECHS) FOR FOR GULBERG PHASE-1 ZONE-V ISLAMABAD**

The Chief Executive Officer IESCO has been pleased to accord the approval for provision of electricity infrastructure / external electrification work in the above subject scheme as requested by you.

You are therefore required to deposit the following amounts with Finance Director IESCO F-8 Markaz Islamabad through Bank Draft / Pay order in the name of Chief Executive Officer IESCO Islamabad within 30 days positively from the issue date of this Demand Notice / letter under intimation to this office and other concerned as well.

S. No.	Name of Work	Estd. Amount	Remarks
1	1.5% design vetting fee against the total cost of External Electrification work	Rs.34,39,615/-	These payments should be made through Separate pay order / Bank draft
2	1.5% Inspection / supervision charges against the cost of self execution work	Rs.33,15,731/-	
3	Installation charges of 05 No. Outgoing panel for proposed 05 No. feeders at proposed Grid station inside the H/scheme.	Rs.82,72,218/-	

Further, it is being issued subject to the terms & conditions as noted below: 1,50,27,764/-

- The execution of external electrification work inside the subject housing scheme shall be carried out by the sponsor themselves at their own cost through WAPDA / IESCO approved contractor according to approved / vetted design and as per terms and conditions of approval for self execution work.
- The sponsor will furnish bank guarantee within 30 days positively from the issue date of this demand notice equivalent to 25% of the total electrification cost of self execution work (Rs.5,52,62,188/-) valid for the entire period upto completion of full electrification work / energization of housing scheme.

Chief Engineer (P&E)
IESCO Islamabad

Copy to:

- Finance Director IESCO F-8 Markaz Islamabad. He is requested to intimate this office as and when the above mentioned amounts received from the sponsor.
 - Project Director (CO) IESCO Islamabad.
 - SE (E) IESCO Islamabad Circle.
 - M/s Power Consulting Engineers Islamabad.
 - Master File (HS)
- } for information & n/a please.

