

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

E. No. 2 (I) 2017-HF (A)

Islamabad, the 17th August, 2017.

To,

Muhammad Khabab Jaffar
Section Officer (Works),
M/O. H & W.
Islamabad.

Subject: -

MINUTES OF THE 146TH MEETING OF THE EXECUTIVE
COMMITTEE OF FEDERAL GOVERNMENT EMPLOYEES HOUSING
FOUNDATION HELD ON 22.06.2017.

Reference letter No. E. 7 (2)/2017-Works dated 21st & 26th July, 2017 regarding subject cited above. It is to inform that the Minutes of all agendas of 145th & 146th Meetings except for Agenda Item No. 01 have been issued, with the approval of Chairman Executive Committee (CEO) of FGE Housing Foundation. Agenda No. 01 will again be placed before the Executive Committee in its next meeting.


17/8/17
(Malik Ahmed Hassan)
Assistant Director (HR-II)

Distribution:

- 42
17-8
1. PS to Director General, HF.
 2. Director (Admn), HF. *Recd 17/8/17*
 3. Concerned File



FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION

10-MAHVE AREA, G-10/4
ISLAMABAD

No.11(4)/2008-HF(A)/146

19th July, 2017

Subject: **MINUTES OF 146th MEETING OF THE EXECUTIVE COMMITTEE OF FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION HELD ON 22-06-2017.**

146th meeting of the Executive Committee of Federal Government Employees Housing Foundation was held on **22-06-2017** in the Committee Room of Federal Government Employees Housing Foundation, Islamabad.

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

Encl: As above

(Dr. Muhammad Iqbal Khan Durrani)
Company Secretary / Director (Admn)
Tel: 051-9106063

Distribution:-

- | | |
|--|---|
| 1. Mr. Shahrukh Arbab,
Chief Executive / Secretary,
M/o Housing & Works, Islamabad | 2. Additional Secretary-I,
Ministry of Interior, Islamabad |
| 3. Mr. Sheikh Ansar Aziz,
Chairman,
Capital Development Authority,
Islamabad | 4. Mr. Zuifqar Haider,
Chief Commissioner,
ICT, Islamabad |
| 5. Mr. Asmat Ullah,
Joint Secretary,
M/o Housing & Works, Islamabad | 6. Mr. Jamil Ahmed Khan
Managing Director,
PHA Foundation, Islamabad |
| 7. Ch. Mubarak Ali,
Joint Secretary,
CADD, Islamabad | 8. Mr. Ruhail Muhammad Baloch,
Financial Advisor,
M/o Housing & Works,
Islamabad |
| 9. Director General,
National Housing Authority, Islamabad | 10. Ch. Muhammad Anwar
Chief (Physical Planning &
Housing), Planning
Commission, Islamabad |
| 11. Chief Finance and Accounts Officer,
M/o Housing & Works, Islamabad | 12. Mr. Ali Akbar Sheikh,
Director General/MD,
Pak, PWD/NCL, Islamabad |
| 13. Mr. Qaiser Abbas,
Joint Engineering Advisor,
M/o Housing & Works, Islamabad | 14. Mr. Jamil Ahmad Khan,
Deputy Secretary, (Admn),
M/o Housing & Works,
Islamabad |

CC:

1. PS to Federal Minister for Housing & Works, Islamabad
2. P.S. to Director General, FGE Housing Foundation, Islamabad.
3. All Directors, FGE Housing Foundation, Islamabad.

فیڈرل گورنمنٹ ایمپلائز ہاؤسنگ فاؤنڈیشن

10- ماو ایریا، جی-10/4، اسلام آباد

ایگزیکٹو کمیٹی کے 146 ویں اجلاس منعقدہ 22 جون 2017 کی کارروائی اور

فیصلہ جات:

ایگزیکٹو کمیٹی کا 146 واں اجلاس 22 جون 2017 کو منعقد ہوا۔ اجلاس کی صدارت جناب شاہ رخ ارباب، چیئرمین ایگزیکٹو کمیٹی، ہاؤسنگ فاؤنڈیشن / سیکرٹری ہاؤسنگ ورکس نے کی۔ ایگزیکٹو کمیٹی کے دیگر ممبران اور ہاؤسنگ فاؤنڈیشن کی انتظامیہ بھی اجلاس میں شریک ہوئے۔

ایجنڈہ 1:- ایگزیکٹو کمیٹی کے 145 ویں اجلاسوں (پہلے سیشن اور دوسرے سیشن) کے

لکھے گئے فیصلہ جات کی توثیق اور اس پر عمل درآمد کی صورتحال:

2- ایگزیکٹو کمیٹی کے سامنے 145 ویں اجلاس (پہلا سیشن اور دوسرا سیشن) منعقدہ مورخہ 15 مارچ اور 25 مئی 2017 کے لکھے گئے فیصلہ جات توثیق کیلئے پیش کیے گئے۔ اس کے ساتھ ساتھ ان فیصلہ جات پر عمل درآمد کی صورت حال سے بھی ایگزیکٹو کمیٹی کو آگاہ کیا گیا۔ ایگزیکٹو کمیٹی نے ان فیصلہ جات پر عمل درآمد کی صورتحال کو تسلی بخش قرار دیا۔ فیصلہ:-

3- ایگزیکٹو کمیٹی نے اپنے 145 ویں اجلاس (پہلا سیشن اور دوسرا سیشن) منعقدہ مورخہ 15 مارچ اور 25 مئی 2017 میں کئے گئے جملہ فیصلہ جات کی توثیق کر دی تاہم چیف ایگزیکٹو، سیکرٹری ہاؤسنگ اینڈ ورکس نے بہارہ کہو مری ایکسپریس وے سکیم کے لئے جے وی پارٹنر شپ کے تحت زمین کا حصول، بڈ اور ایگریمنٹ کے معاملے کی جانچ پڑتال کے لئے درج ذیل افسران پر مشتمل ایک کمیٹی تشکیل دی:-

19/6/17

جے ایس ایڈمن

جے ایس اسٹیٹ

جے ای اے

سی ایف اینڈ اے او

کمیٹی نے بڈ اور ایگریمنٹ کو تفصیل سے معائنے کے بعد اپنی سفارشات پیش کیں جس کو چیف ایگزیکٹو کی ہدایات پر ایگزیکٹو کمیٹی کے 146 ویں اجلاس مورخہ 22-06-2017 میں غور و خوض کے لئے پیش کیا گیا ہے۔

ایجنڈا 2:- بارہ کہو میں جے وی پارٹنرشپ کے تحت زمین حاصل کرنے کیلئے بڈ اور

ایگریمنٹ کا معاملہ:

4۔ بنیادی طور پر مجوزہ زمین کے حصول کیلئے لینڈ ایکوزیشن ایکٹ 1894 کے سیکشن-4 کے تحت نوٹیفیکیشن جاری کرایا گیا۔ جس کے بعد ایگزیکٹو کمیٹی کی منظوری سے بارہ کہو میں لینڈ ایکوزیشن کلکٹر کو زمین کے حصول کی قیمت کی ادائیگی کیلئے ممبر شپ ڈسکونفیر-1 کے تمام بقایا ممبران کو جن کی تعداد لگ بھگ 30000 کے قریب ہے کو اپریل 2016 سے کنسینٹ لیٹرز کا اجرا شروع کیا گیا جس کے نتیجے میں تقریباً 16500 ممبران نے زمین کی ڈاون پیمنٹ جمع کرا دی۔ تاہم کنسینٹ لیٹرز کے فوراً بعد وزارت داخلہ نے مداخلت کرتے ہوئے مورخہ 19-05-2016 کو سیکشن-4 کو یکطرفہ طور پر منسوخ کرنے احکامات جاری کر دیئے۔ زمین کی ڈاون پیمنٹ کی مد میں ہاؤسنگ فاؤنڈیشن کو تقریباً 6 ارب 55 کروڑ روپے موصول ہوئے جو کہ مخصوص اکاؤنٹ میں رکھے گئے ہیں۔

5۔ تاہم کچھ ممبران کی شکایت پر وفاقی محتسب نے اس امر کا نوٹس لیا کہ انکو سناریو کی باوجود ایف-14/15 میں کیوں فوقیت نہیں دی جا رہی۔ جس پر وفاقی محتسب کو تفصیلی جواب دیتے ہوئے ہاؤسنگ فاؤنڈیشن نے اعتماد میں لیا کہ ممبر شپ ڈسکونفیر-1 کا استحقاق کسی

19/7/17.

صورت بھی مجروح کئے بغیر زمین کی ایکوزیشن کے جملہ اقدامات لئے گئے۔ تاہم سیکشن-4 کے منسوخی کے بعد پیپرا قوانین کے مطابق کھلی بولی کے طریقہ کار کے تحت زمین کے حصول کا عمل حتمی مراحل میں ہے جس پر اطمینان کا اظہار کرتے ہوئے وفاقی محتسب کی جانب سے مورخہ 24-08-2016 کو تفصیلی فیصلہ جاری کیا گیا جس کے اندر ادائیگی کا عبوری شیڈول اور پروجیکٹ کے مکمل کرنے کا دو سال کا ٹائم فریم دیتے ہوئے فاؤنڈیشن کو ہدایات دی گئی کہ اس امر کو یقینی بنایا جائے کہ ممبر شپ فیز-1 کے الاٹیوں کو بہر صورت یکم جنوری 2017 تک پی او ایل کا اجرا کرنا ضروری ہے

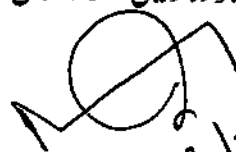
6۔ اسی نوعیت کی ایک اور درخواست اسلام آباد ہائی کورٹ میں لائی گئی جس پر تفصیلی فیصلہ سناتے ہوئے ممبر شپ ڈرائیو فیز-1 کے سینارٹی کے اصول کو مد نظر رکھتے ہوئے یہ فیصلہ دیا کہ فاؤنڈیشن اپنی پالیسی سینارٹی کے اصول کے مطابق پلاٹس کے الاٹمنٹ کا عمل جاری رکھے اس امر کو اس بات سے مشروط کیا گیا کہ فیز-1 کے الاٹیز کو پہلے (exhaust/ accommodate) کیا جائے اور اسکے بعد ممبر شپ فیز-2 کے تحت عمر کی بنیاد پر سینارٹی کے اصول کی بنیاد پر الاٹمنٹ کا عمل شروع کیا جائے۔ اس ضمن میں اسلام آباد ہائی کورٹ نے Promissory Estoppel نافذ کیا جس کا نوٹس وزیر اعظم کے دفتر نے بھی لیا تاہم فاؤنڈیشن کی ICA کی درخواست پر معزز عدالت نے مندرجہ بالا حکم کو عبوری طور پر معطل کیا ہوا ہے۔ اسلیئے یہ بات عین مناسب ہے کہ بارہ کہو میں ممبر شپ ڈرائیو فیز-1 کے ممبران کیلئے مجوزہ زمین کے حصول کے عمل کو جلد از جلد مکمل کیا جائے تاکہ ہاؤسنگ فاؤنڈیشن کا کوئی بھی پروجیکٹ متاثر نہ ہو۔

7۔ اسی ضمن میں وزارت داخلہ نے نوٹیفیکیشن کو منسوخ کرتے وقت ہدایات دی تھیں کہ زمین کی خریداری مارکیٹ ریٹ پر کی جائے تاکہ زمین مالکان کے حقوق مجروح نہ ہوں۔ جس پر ایگزیکٹو کمیٹی کے فیصلے کی روشنی میں پیپرا قوانین کے مطابق "استثنائی / ایگزیمشن کے

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اصول" کے طریقہ کار کے تحت زمین کی خریداری کیلئے اظہار دلچسپی کا پہلا اشتہار مورخہ 16-04-2016 کو دیا گیا جس کے حوصلہ افزا نتائج موصول نہیں ہوئے۔ اسکے بعد پھر قوانین کے مطابق "کم لاگت پر انتخاب" کے طریقہ کار کے تحت زمین کی خریداری کیلئے اظہار دلچسپی کا دوسرا اشتہار مورخہ 22-05-2016 کو دیا گیا جس کی وصول کردہ تجاویز کا بغور جائزہ لینے کے بعد یہ انکشاف ہوا کہ گرین اینکلیو۔ ا سے متصل اراضی میں زمین کی خریداری ممکن نہ ہے چونکہ مجوزہ زمین سی۔ ڈی۔ اے کے زوننگ قوانین کے مطابق زون۔ ۴ کے سب زون۔ ڈی میں آتی ہے جسمیں ہاؤسنگ سوسائٹی کا بنانا ممنوع ہے۔ اس کے بعد پھر قوانین کے مطابق ایک اور اشتہار مورخہ 09-11-2016 کو دیا گیا جس میں اس امر پر زور دیا گیا کہ مطعلقہ قوانین کے ساتھ ساتھ مری ایکسپریس وے سے مجوزہ زمین تک ایک مخصوص / مختص کم از کم ۸۰ سے ۱۰۰ فٹ راستہ کی فراہمی بھی یقینی بنائی جائے۔ جس کے نتیجے میں چار پیشکشیں موصول ہوئیں۔ پیشکشوں کی مالیاتی اور تکنیکی جانچ کیلئے ایویلیویشن / مالیاتی کمیٹی تشکیل دی گئی جس نے اظہار دلچسپی کے اشتہار اور بولی کے کاغذات میں دیئے گئے اہلیت کے معیار کے تحت ان پیشکشوں کی جانچ پڑتال کی جس کے نتیجے میں سب سے کم قیمت میسرز انٹرنیشنل سنٹر فار سروسز ایکسچینج کی طرف سے دی گئی ہے جو کہ 8 لاکھ روپے فی خام ریونیو کنال تھی۔ جس کے اندر مری ایکسپریس وے سے مجوزہ زمین تک 80 سے 100 فٹ تیار شدہ سڑک (میٹل روڈ بمعہ سٹریٹ لائٹس) کے استعمال کے حقوق کے علاوہ مقامی مکینوں کے ساتھ معاملات کا تصفیہ (بشمول سیٹلمنٹ آف کلیم) کی ذمہ داری شامل تھی۔

8۔ اس سلسلے میں ایگزیکٹو کمیٹی کے ممبران نے مجوزہ مقام کا دوبارہ دورہ کیا۔ ان دونوں دوروں میں میسرز عثمانی اینڈ کو کے ماہرین بھی شریک رہے جنہوں نے زمین کے خدوخال، پانی و گیس کی دستیابی، مختص راستے کی موجودہ زمینی صورتحال کے ساتھ ساتھ ترقیاتی اخراجات


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کے تخمینے سے متعلق کمیٹی کے ممبران کو اعتماد میں لیا اور اس سلسلے میں ایک باضابطہ رپورٹ بھی مرتب کی جس کو ایگزیکٹو کمیٹی کے معائنے کیلئے پیش کیا گیا۔

9۔ کنسلٹنٹ کی مجوزہ جگہ کے متعدد دوروں کی روشنی میں مرتب شدہ رپورٹ اور ایگزیکٹو کمیٹی کے ممبران کے تفصیلی دوروں اور درج بالا بحث کی روشنی میں مجموعی طور پر نظر آیا کہ:

- مجوزہ سائٹ تک جانے کے لیے مخصوص / مطلوبہ سڑک موجود ہے۔
- قدرتی ندی نالوں کے علاوہ دوسری سکیموں کی ہائیڈرالوجی رپورٹس سے معلوم ہوتا ہے کہ سائٹ پر پانی موجود ہے جس کو ذخیرہ کر کے بہتر استعمال میں لایا جاسکتا ہے اور مستقبل قریب میں سہلی ڈیم سے پانی کے حصول کو بھی ممکن بنایا جاسکتا ہے۔
- سوئی گیس کی مین لائن مجوزہ سائٹ کے اندر سے گزر رہی ہے۔
- بجلی کی سہولت پہلے سے موجود ہے۔

10۔ اوپر دی گئی صورت حال کے باوجود مندرجہ ذیل نکات قابل غور تھے

- الف۔ ایس ایم ایس پول کے ذریعے منعقدہ اے جی ایم سے یہ نتیجہ سامنے آیا ہے کہ ممبران کی اکثریت گرین اینکلیو-2 کے حامی ہیں۔
- ب۔ میسرز آئی سی ایس ای کی طرف سے 8 لاکھ روپے فی کنال زمین کی خریداری کی تجویز زمین کے نرخوں کی وجہ سے قابل قبول نہیں ہے کیونکہ اس سے پلاٹ سرکاری ملازمین کی دسترس سے باہر ہونے کا اندیشہ ہے۔ جو کہ ہاؤسنگ فاؤنڈیشن کے بنیادی منشور سے اختلافی ہے۔

ج۔ اوپر بیان کی گئی تمام صورت حال / تحفظات، عدالتوں میں قانونی چارہ جوئی، خریداری کیلئے مروجہ قوانین، حکومت اور ہاؤسنگ فاؤنڈیشن کی مارکیٹ کے اندر ساکھ کو لاحق خدشات، گرین اینکلیو-1 کے الاٹیوں کی طرف سے خام زمین کیلئے

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جمع کروائی گئی رقوم کے بعد انکی طرف سے الاٹمنٹ کیلئے دباو کی صورت حال کو مد نظر رکھتے ہوئے گرین انکلیو-2 کے معاملے کو جلد از جلد آگے بڑھانے اور ایک منطقی انجام تک پہنچانے پر اتفاق کی فوری ضرورت ہے۔

د۔ وفاقی کابینہ سے منظور شدہ جے وی پالیسی فار لینڈ بینکنگ کا کامیابی سے آغاز ہو چکا ہے۔ چونکہ یہ پالیسی ملک کے سب سے بڑے فورم جو کہ وفاقی کابینہ ہے سے باقاعدہ جائزہ و جانچ پڑتال کے بعد منظور شدہ ہے لہذا ہاؤسنگ فاؤنڈیشن کیلئے یہ مناسب ہو گا کہ وہ اس پالیسی کے تحت پروجیکٹ کو لانچ کرنے کو ممکن بنائے۔

11۔ مزید برآں سیکریٹری، وزارت ہاؤسنگ اینڈ ورکس نے مجوزہ سکیم کے جگہ کے بارے میں پوچھا۔ ڈائریکٹر جنرل، ہاؤسنگ فاؤنڈیشن نے بتایا کہ گرین انکلیو-2، مری ایکسپریس وے سے تقریباً 4 کلو میٹر کے فاصلہ پر تحصیل مری، ضلع راولپنڈی میں واقع ہے۔ اس مجوزہ سکیم کو نئے تعمیر شدہ لنک روڈ (جو کہ میسرز کامنز ٹاؤن کی تعمیر شدہ ہے) ایک بہترین راستہ مہیا کر رہی ہے جسکی وجہ سے اس سائٹ پر ترقیاتی کام فوری طور پر شروع کیا جاسکتا ہے۔ مزید برآں انگوری روڈ کے راستہ سے بھی باسانی پہنچا جاسکتا ہے۔ اس مجوزہ سکیم کے مشرق میں سکائی گارڈن، نیو کامنز ٹاؤن، جبکہ اسکے شمال مغرب میں بحریہ انکلیو زیر تعمیر ہیں۔ اس پر جے ای اے نے پوچھا کہ مجوزہ سکیم کیلئے کتنی فیصد زمین زیر استعمال آسکتی ہے جس پر بتایا گیا کہ 40 فیصد زمین زیر استعمال آسکتی ہے جیسا کہ ایک کنال ڈوبلڈ پلاٹ کیلئے ڈھائی کنال کی زمین استعمال ہو سکے گی۔

12۔ ایگزیکٹو کمیٹی نے 144 ویں اجلاس میں متفقہ طور پر اوپر بیان کی گئی تمام صورت حال / تحفظات، عدالتوں میں قانونی چارہ جوئی، خریداری کیلئے مروجہ قوانین، حکومت اور ہاؤسنگ فاؤنڈیشن کی مارکیٹ کے اندر ساکھ کو لاحق خدشات، گرین انکلیو-1 کے الاٹیوں کی طرف سے خام زمین کیلئے جمع کروائی گئی رقوم کے بعد انکی طرف سے الاٹمنٹ کیلئے دباو کی صورت حال کو

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مدِ نظر رکھتے ہوئے ممبر شپ ڈرائیو فیز-1 کے ممبران کیلئے وفاقی کابینہ سے منظور شدہ نجی شعبے سے اشتراک کی پالیسی برائے لینڈ بینکنگ کے ذریعے گرین انکلیو فیز-2 سکیم کو آگے بڑھانے کی منظوری دے دی۔

13۔ اس ضمن میں مورخہ 17-02-2017 کو پیرا قوانین کی روشنی میں اخبارات میں اشتہار کے ذریعے وفاقی کابینہ سے منظور شدہ جے وی پالیسی کے تحت بہارہ کہو میں زمین کے حصول کے لیے اظہار دلچسپی طلب کی گئی۔

14۔ ایگزیکٹو کمیٹی کو مزید آگاہ کیا گیا کہ اس کے 144 ویں اجلاس کے دوسرے سیشن میں یہ فیصلہ کیا گیا تھا کہ متفقہ طور پر تمام صورتحال / تحفظات، عدالتوں میں قانونی چارہ جوئی، خریداری کیلئے مروجہ قوانین، حکومت اور ہاؤسنگ فاؤنڈیشن کی مارکیٹ کے اندر ساکھ کو لاحق خدشات اور گرین انکلیو-1 کے الاٹیوں کی طرف سے خام زمین کیلئے جمع کروائی گئی رقوم کے بعد انکی طرف سے الاٹمنٹ کیلئے دباؤ کی صورتحال کو مدِ نظر رکھتے ہوئے ممبر شپ ڈرائیو فیز-1 کے ممبران کیلئے وفاقی کابینہ سے منظور شدہ نجی شعبے سے اشتراک کی پالیسی برائے لینڈ بینکنگ کے ذریعے گرین انکلیو فیز-2 سکیم کو آگے بڑھایا جائے۔ اس ضمن میں مورخہ 17-02-2017 کو پیرا قوانین کی روشنی میں اخبارات میں اشتہار کے ذریعے وفاقی کابینہ سے منظور شدہ جے وی پالیسی کے تحت بہارہ کہو میں زمین کے حصول کے لیے اظہار دلچسپی طلب کی گئی۔

15۔ اس سلسلے میں مقررہ تاریخ مورخہ 03-03-2017 تک درج ذیل چار کمپنیوں نے وفاقی کابینہ سے منظور شدہ جے وی پالیسی کے تحت زمین فراہم کرنے کی دلچسپی کا اظہار کیا۔

نمبر شمار	کمپنی کا نام
1	انٹر نیشنل سٹریٹرز سروسز اینڈ کنسٹرکشن
2	راجہ محمد قذافی / راجہ لیاقت علی
3	راجہ محمد آفتاب / راجہ سلطان احمد
4	انٹر نیشنل سٹریٹرز سروسز اینڈ کنسٹرکشن (پرائیویٹ لمیٹڈ)

16۔ منٹس کی تفصیل درج ذیل ہے:

۴۹/۱۶/۱۶

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

Subject: MINUTES OF MEETING OF THE BID OPENING AND EVALUATION COMMITTEE CONSTITUTED FOR EXPRESSION OF INTEREST FOR JOINT VENTURE WITH PRIVATE SECTOR FOR LAUNCHING OF NEW HOUSING SCHEMES IN ALL PROVINCIAL CAPITALS AND MAJOR CITIES OF PAKISTAN HELD ON 03-03-2017 AT 1500 HOURS.

Meeting of the bid opening and Evaluation Committee constituted for Expression of Interest for joint venture with private sector for launching of new housing schemes in all provincial capitals and major cities of Pakistan was held on March 3rd 2017 at 1500 hours in the Committee Room of F.G.E Housing Foundation, Islamabad under the Chairmanship of Director Technical, F.G.E Housing Foundation, Islamabad, notification attached at (Annex-A). Following attended the meeting:

- | | | |
|------|---|----------|
| i. | Director (Technical), FGE Housing Foundation | Chairman |
| ii. | Director (Finance), FGE Housing Foundation | Member |
| iii. | Dy. Director (Technical), FGE Housing Foundation | Member |
| iv. | Dy. Director (Finance), FGE Housing Foundation | Member |
| v. | Assistant Director (JVPs), FGE Housing Foundation | Member |

02. An advertisement regarding of Interest for joint venture with private sector for launching of new housing schemes in all provincial capitals and major cities of Pakistan, was floated in the national dailies i.e. The Daily Express, The Daily Jang and The News (Annex-B).

03. The aforementioned Committee conducted the meeting by opening the six proposals submitted by the 04 firms/ companies/ individuals, in response to the aforementioned advertisement, in the presence of representatives of the firms/ companies/ individuals, (Annex-C).

04. Assistant Director (JVPs) apprised the Committee about the evaluation criteria as advertised in newspapers and PPRA website which is detailed below;

- a) Land being offered should be in a compact piece and free from all encumbrances.
- b) Land should be located preferably on main road or having easy access from main road.
- c) Offered price of raw land be indicated in proposals along with the terms of JV offer.
- d) Only real owners or holding valid power of attorney of land are eligible.
- e) Authentic ownership documents by the revenue authorities should have been issued in the past three months.
- f) Status of utility services (like electricity, gas, water etc) at site be substantiated with evidence, availability of water at site shall be substantiated by proof.
- g) Interested parties shall be responsible for N. O. C. from all concerned departments, designing/planning and financing of the project.
- h) Interested parties shall have the financial capacity to complete the project.


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- i) Interested parties should have capability and capacity to develop the infrastructure work.
- ii) Complete details regarding Bio-Data/ Experience of key personnel should be provided.

05. Assistant Director (JVPs) also informed the committee about the following details that may also be provided with proposals where applicable:-

- a) Full name of the individual/firm/company/consortium and permanent address with evidence of incorporation and structure of consortium, if applicable.
- b) Detailed status of the firm (sole owner-ship or limited company) certified by the registrar of concerned authority.
- c) Complete information regarding Bio-Data / Qualification / Experience of key personnel.
- d) Following details of Housing and infra-structural projects completed over in the last 5 years with photographs/brochures and documentary proof are also required:-
 - i. Name of Projects, place and client.
 - ii. Scope of work.
 - iii. Details of projects (multi stories, high rise or detached housing, whether residential or commercial) along with total covered area and cost of project, date of start and completion.
- e) Certified proof of financial soundness (from the bank).
- f) Copy of NTN certificate.
- g) Audited balance sheet / income statement for the last 3 years along with annual turnover of the company for the last 5 year.
- h) Undertaking that the firm has never been blacklisted by any govt. / semi govt. / attached department / autonomous body.
- i) Proposed land/ site is free from any litigation.
- j) Performance certificates from the clients for whom similar services have been rendered if any.

06. Names with complete postal address, as submitted vide proposals, of the participating firms/companies/individuals are as under:

S#	Name of Firm & Address	Phone/Fax No.	Receiving Date
I.	Muhammad Sheraz Jadoon, <u>International Services for Services Exchange & Co.</u> Office No. 5, 2 nd Floor, Salma Plaza, F-10 Markaz, Islamabad.	0344-9460944 0333-5035456	03-03-2017
II.	Raja Muhammad Qazafi, Chairman UC-6, Angori and Raja Liaqat Ali, Ex. Nazim, UC Angori	03215570335 0333-5173653	22-02-2017
III.	Raja Muhammad Aftab and Raja Sultan Ahmed	0324-5022066 0300-5132807	22-02-2017
IV.	<u>Master Mind Residentia (MMR), (Pvt) Ltd.</u> Head office: Ground Floor, Office No. 11, Abu Dhabi Tower, F-11 Markaz, Islamabad.	051-2299332-3 0321-5015706 0322-5222333	03-03-2017

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07. The summary/ brief of the submitted proposals/ bids is as under,

I. **EOI PROPOSAL OF INTERNATIONAL CENTRE FOR SERVICES
EXCHANGE & Co.**

1. EOI Proposal by M/s International Centre for Services Exchange & Co. at Mauza Khathar, Manghal, Chaka Baigwal, Angoori, Islamabad, Mauza Sundar and Rangeen Pur, Multan Road, Lahore, and Mauza Kamas and Manga, Mal Chowk, Raiwind Road, Lahore.

THE FIRM:-

M/s International Services for Services Exchange & Co. is registered firm / Company formally incorporated vide RF/ICT/24090 of 2016.

THE LAND:-

- Offered 15,000-20,000 Kanals, Mauza Khathar, Manghal, Chaka Baigwal and Angoori, Tehsil Murree, District Rawalpindi.
- Offered 10,000-20,000 Kanals, Mauza Sundar and Rangeen Pur, Multan Road, Lahore.
- Offered 10,000-20,000 Kanals, Mauza Kamas and Manga, Mal Chowk, Raiwind Road, Lahore.

UTILITIES:

As per Company profile, it has been ensured that the utilities like electricity, gas and water are available at the proposed site.

THE OFFER:

No. 1

- Offered 15000-20000 kanals at Mauza Khathar, Manghal, Chaka Baigwal, and Angoori, Islamabad. Price of Raw Land is Rs. 400,000/- per kanal.
- 35% of total (minimum of each plot) down payment shall be paid to ICSE.
- Residential plots 25%, Commercial Plots 90% plots & Amenities plots 50% shall be the share of the ICSE & Co.
- Procurement of all the N. O. C.s shall be the responsibility of F. G. E. H. F.
- Offered price of developed plots (in Rs.) is:
 - ❖ 200 SqYds plot = 21,77,600/-
 - ❖ 272 SqYds plot = 27,55,600/-
 - ❖ 356 SqYds plot = 32,88,800/-
 - ❖ 500 SqYds plot = 40,00,000/-
 - ❖ 1000 SqYds plot = 75,00,000/-

No. 2

- Offered 10000-20000 kanals at Mauza Sundar and Rangeen Pur, Multan Road, Lahore.
- Offered price of developed plots (in Rs.) is:
 - ❖ 200 SqYds plot = 2,725,000/-
 - ❖ 272 SqYds plot = 3,445,000/-
 - ❖ 356 SqYds plot = 4,115,000/-
 - ❖ 500 SqYds plot = 5,000,000/-


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No. 3

- Offered 10000-20000 kanals of land at Mauza Kamas and Manga, Mai Chowk, Raiwind Road, Lahore.
- Offered price of developed plots (in Rs.) is:
 - ❖ 200 SqYds plot = 3,810,000/-
 - ❖ 272 SqYds plot = 4,822,000/-
 - ❖ 356 SqYds plot = 5,755,000/-
 - ❖ 500 SqYds plot = 7,000,000/-

REMARKS:

1.	Offered land is in a COMPACT PIECE has been claimed.	Provided
2.	INDEPENDENT EASY ACCESS from main road has been provided.	Provided
3.	Price of RAW LAND is Rs. 400,000/- per kanal provided.	Provided
4.	Documentary evidence regarding real owner or power of attorney or agreement to sell has been provided.	Provided
5.	Authentic ownership documents issued by REVENUE AUTHORITIES in last three months are provided.	Provided
6.	Documentary proof has been provided regarding status of Utility Services (like electricity, gas, water etc) at site be substantiated with evidence, availability of water at site.	Provided
7.	Complete details regarding BIO-DATA/ EXPERIENCE OF KEY PERSONNEL are provided.	Provided
8.	FULL NAME OF THE INDIVIDUAL/ FIRM/ COMPANY/ CONSORTIUM and permanent address is provided.	Provided
9.	DETAILED STATUS OF THE FIRM (sole owner-ship or limited company) certified by the registrar of concerned authority is provided.	Provided
10.	Details of HOUSING AND INFRA-STRUCTURAL PROJECTS completed over in the last 5 years with photographs/brochures and documentary proof are not provided.	Not Provided
11.	Certified proof of FINANCIAL SOUNDNESS (from the bank) is provided.	Provided
12.	Copy of NTN certificate is provided.	Provided
13.	AUDITED BALANCE SHEET / INCOME STATEMENT for the last 3 years along with annual turnover of the company for the last 5 year is not provided.	Not Provided
14.	Undertaking that the firm has never been Blacklisted By Any Govt. / Semi Govt. / ATTACHED DEPARTMENT / AUTONOMOUS BODY is provided.	Provided
15.	Documentary evidence has been provided that PROPOSED LAND/ SITE IS FREE FROM ANY LITIGATION.	Provided
16.	PERFORMANCE CERTIFICATES FROM THE CLIENTS for whom similar services have been rendered are provided.	Provided
17.	GOOGLE MAP of the land is provided.	Provided

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II. EOI PROPOSAL BY MR. RAJA MUHAMMAD QAZAFI, CHAIRMAN UC-6, ANGORI AND RAJA LIAQAT ALI, EX. NAZIM, UC ANGORI AT MAUZA KHATHAR AND MANGHAL, BHARA KAHU, ISLAMABAD.

THE LAND:-

They offered approximately 2400-7000 Kanals of land for Housing Scheme situated at mauza khathar and manghal, Bhara kahu, Islamabad.

UTILITIES:

As per Company profile, no documentary evidence is given regarding utilities like gas, electricity, and water etc. at site.

THE OFFER:

No. 1

- Offered 2400 kanals at Mauza Khathar, Islamabad.
- Price of land is Rs. 650,000/- per kanal.

No. 2

- Offered 4700 kanals at Mauza Manghal, Village Bhanti, Islamabad.
- Price of land is Rs. 650,000/- per kanal.

No. 3

- Offered 7000 kanals at Mauza Manghal, village Sahon and chaka Begwal, Islamabad.
- Price of land is Rs. 300,000/- per kanal.

REMARKS:

1.	Documentary evidence regarding INDEPENDENT ACCESS from main road has not been provided.	Not Provided
2.	Price of RAW LAND is provided.	Provided
3.	Documentary evidence regarding REAL OWNER OR POWER OF ATTORNEY OR AGREEMENT TO SELL has not been provided.	Not Provided
4.	Authentic ownership documents issued by REVENUE AUTHORITIES in last three months are not provided.	Not Provided
5.	Documentary proof has not been provided regarding status of UTILITY SERVICES (like electricity, gas, water etc) at site be substantiated with evidence, availability of water at site.	Not Provided
6.	Documentary Evidence of FINANCIAL SOUNDNESS is not provided.	Not Provided
7.	Complete details regarding BIO-DATA/ EXPERIENCE OF KEY PERSONNEL are not provided.	Not Provided
8.	Full name of the INDIVIDUAL/ FIRM/ COMPANY/ CONSORTIUM and permanent address is provided.	Provided
9.	Detailed STATUS OF THE FIRM (sole owner-ship or limited company) certified by the registrar of concerned authority is not provided.	Not Provided

10.	Details of HOUSING AND INFRA-STRUCTURAL PROJECTS completed over in the last 5 years with photographs/ brochures and documentary proof are not provided.	Not Provided
11.	Certified proof of FINANCIAL SOUNDNESS (from the bank) is not provided.	Not Provided
12.	Copy of NTN CERTIFICATE is not provided.	Not Provided
13.	AUDITED BALANCE SHEET / INCOME STATEMENT for the last 3 years along with annual turnover of the company for the last 5 year is not provided.	Not Provided
14.	Undertaking that the firm has never been BLACKLISTED BY ANY GOVT. / SEMI GOVT. / ATTACHED DEPARTMENT / AUTONOMOUS BODY is not provided.	Not Provided
15.	Documentary evidence has not been provided that proposed land/ site is free from any LITIGATION.	Not Provided
16.	PERFORMANCE CERTIFICATES from the clients for whom similar services have been rendered are not provided.	Not Provided
17.	GOOGLE MAP of the land is provided.	Provided

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III. EOI PROPOSAL BY M/S RAJA MUHAMMAD AFTAB AND RAJA SULTAN AHMED AT MAUZA KHATHAR AND MANGHAL, BHARA KAHU, ISLAMABAD.

THE LAND:-

They offered approximately 500-7,000 Kanals of land for Housing Scheme situated at Mauza Manghal and Kathar. Bhara Kahu, Islamabad.

UTILITIES:

As per Company profile, no documentary evidence is given regarding utilities like gas, electricity, and water etc. at site.

THE OFFER:

No. 1

- Offered 500 kanals at Mauza Khathar, Islamabad.
- Price of land is Rs. 850,000/- per kanal.

No. 2

- Offered 1500 kanals at Mauza Manghal, Village Bhandi, Islamabad.
- Price of land is Rs. 750,000/- per kanal.

No. 3

- Offered 7000 kanals at Mauza Manghal, village Sahon and chaka Begwal, Islamabad.
- Price of land is Rs. 400,000/- per kanal.

REMARKS:

1.	Documentary evidence regarding INDEPENDENT ACCESS from main road has not been provided.	Not Provided
2.	Price of RAW LAND has been provided.	Provided
3.	Documentary evidence regarding real owner or POWER OF ATTORNEY OR AGREEMENT to sell has not been provided.	Not Provided
4.	Authentic ownership documents issued by REVENUE AUTHORITIES in last three months are not provided.	Not Provided
5.	Documentary proof has not been provided regarding status of UTILITY SERVICES (like electricity, gas, water etc) are available at site.	Not Provided
6.	Complete details regarding BIO-DATA/ EXPERIENCE OF KEY PERSONNEL are not provided.	Not Provided
7.	Full name of the INDIVIDUAL/ FIRM/ COMPANY/ CONSORTIUM and permanent address is provided.	Provided
8.	Detailed STATUS OF THE FIRM (sole owner-ship or limited company) certified by the registrar of concerned authority has not been provided.	Not Provided
9.	Details of HOUSING AND INFRA-STRUCTURAL PROJECTS completed over in the last 5 years with photographs/brochures and documentary proof are not provided.	Not Provided
10.	Certified proof of FINANCIAL SOUNDNESS (from the bank) is not provided.	Not Provided
11.	Copy of NTN CERTIFICATE is not provided.	Not Provided

12.	AUDITED BALANCE SHEET / INCOME STATEMENT for the last 3 years along with annual turnover of the company for the last 5 year is not provided.	Not Provided
13.	Undertaking that the firm has never been Blacklisted By Any Govt. / SEMI GOVT. / ATTACHED DEPARTMENT / AUTONOMOUS BODY is not provided.	Not Provided
14.	Documentary evidence has not been provided that proposed land/ site is free from any LITIGATION.	Not Provided
15.	PERFORMANCE CERTIFICATES from the clients for whom similar services have been rendered are not provided.	Not Provided
16.	GOOGLE MAP of the land is not provided.	Not Provided

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IV. EOI PROPOSAL BY M/S MASTER MIND RESIDENTIA (MMR), (PVT) LTD ADJACENT TO BAHRIA AND DHA CITY, KARACHI AND MAUZA TAMA AND MURAINA, ISLAMABAD.

THE FIRM:-

M/s Master Mind Residentia (MMR), (Pvt) Ltd. is the sister concerned of Master Mind Corporation (MMC) Ltd. as a builder/ developer.

THE LAND:-

The firm has offered 12,800-16,000 Kanals adjacent to Bahria and DHA City, Karachi and 5,000-7,000 Kanals at Mauza Tama and Muraina, Islamabad.

UTILITIES:

As per Company profile, no documentary evidence is given regarding utilities like gas, electricity, and water etc. at site.

THE OFFER:

No. 1

- Offered land measuring **12800-16000 Kanals** adjacent to Bahria and DHA City, Karachi.
- Offered price of developed plots (in Rs.) is:
 - ❖ 200 SqYds plot = 1,720,000/-
 - ❖ 272 SqYds plot = 2,100,000/-
 - ❖ 356 SqYds plot = 2,525,000/-
 - ❖ 500 SqYds plot = 3,600,000/-

No. 2

- Offered **5000-7000 Kanals** at Mauza Tama and Muraina, Islamabad.
- Offered price of developed plots (in Rs.) is:
 - ❖ 200 SqYds plot = 5,000,000/-
 - ❖ 272 SqYds plot = 5,800,000/-
 - ❖ 356 SqYds plot = 6,700,000/-
 - ❖ 500 SqYds plot = 7,500,000/-

REMARKS:

1.	Documentary evidence has not been provided regarding INDEPENDENT ACCESS of the site from main road.	Not Provided
2.	Price of RAW LAND is not provided.	Not Provided
3.	Documentary evidence regarding REAL OWNER OR POWER OF ATTORNEY OR AGREEMENT TO SELL is provided.	Not Provided
4.	Authentic ownership documents issued by REVENUE AUTHORITIES in last three months are not provided.	Not Provided
5.	No documentary proof is provided regarding status of UTILITY SERVICES (like electricity, gas, water etc) at site be substantiated with evidence, availability of water at site.	Not Provided
6.	Complete details regarding BIO-DATA/ EXPERIENCE OF KEY PERSONNEL are not provided.	Not Provided


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7.	Full name of the INDIVIDUAL/ FIRM/ COMPANY/ CONSORTIUM AND PERMANENT ADDRESS is provided.	Provided
8.	Detailed STATUS OF THE FIRM (sole owner-ship or limited company) certified by the registrar of concerned authority is not provided.	Not Provided
9.	Details of HOUSING AND INFRA-STRUCTURAL PROJECTS COMPLETED OVER IN THE LAST 5 YEARS with photographs/brochures and documentary proof are not provided.	Not Provided
10.	Certified proof of FINANCIAL SOUNDNESS (from the bank) is not provided.	Not Provided
11.	Copy of NTN CERTIFICATE is not provided.	Not Provided
12.	AUDITED BALANCE SHEET / INCOME STATEMENT for the last 3 years along with annual turnover of the company for the last 5 year is not provided.	Not Provided
13.	Undertaking that the firm has never been BLACKLISTED BY ANY GOVT. / SEMI GOVT. / ATTACHED DEPARTMENT / AUTONOMOUS BODY is not provided.	Not Provided
14.	Documentary evidence has not been provided that proposed land/ site is free from any LITIGATION.	Not Provided
15.	PERFORMANCE CERTIFICATES from the clients for whom similar services have been rendered are not provided.	Not Provided
16.	GOOGLE MAP of the land is not provided.	Not Provided

08. Committee deliberated upon all proposals and shortlisted the proposal by M/s International Centre For Services Exchange & Co. (ICSE & Co.), to be recommended for evaluation by the Evaluation Committee.

09. The meeting concluded with a vote of thanks.

Samar Hasnain Miyan
03/03/17
Samar Hasnain Miyan
Assistant Director (JVPs)
Secretary/Member

Mr. Alif Jan Afridi
Mr. Alif Jan Afridi
Director (Finance/Estate)
Member

Rana Muhammad Munir
08/08/17
Rana Muhammad Munir
Dy. Director (Technical)
Member

Mr. Muhammad Afzal Javed
03/3/17
Mr. Muhammad Afzal Javed
Dy. Director (Finance)
Member

Mrs. Zaib Un Nisa
3/3/17
Mrs. Zaib Un Nisa
Director (Technical)
Chairman

17۔ ایگزیکٹو کمیٹی کو مزید بتایا گیا کہ ایویو ایشن کمیٹی کا اجلاس مورخہ 09-03-2017 کو طلب کیا گیا تھا جس میں درج بالا چاروں کمپنیوں کی طرف سے جے وی پالیسی کے تحت زمین کی فراہمی کے لئے جمع کرائے گئے دستاویزات / کاغذات کا بغور جائزہ لیا گیا جس کے منٹس درج ذیل ہیں:-


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department / autonomous body.
 Proposed land/ site is free from any litigation.
 Performance certificates from the clients for whom similar services have been rendered, if any.

05. Names with complete postal address, as submitted vide proposals, of the participating firms/ companies/ individuals are as under:

S#	Name of Firm & Address	Location of proposed site	Remarks
I.	Muhammad Sheraz Jadoon, <u>International Centre for Services Exchange & Co.</u> Office No. 5, 2 nd Floor, Salma Plaza, F-10 Markaz, Islamabad. Contact: 0344-9460944, 0333-5035456	15000-20000 Kanals in Mauza Khathar, Manghal, Chaka Balgwal, and Angoori, Islamabad. 10000-20000 Kanals in Mauza Sundar and Rangeen Pur, Multan Road, Lahore. 10000-20000 Kanals in Mauza Kamas and Manga, Mal Chowk, Raiwind Road, Lahore.	Complete information/ documentation. Case shall be placed in the Steering Committee.
II.	Raja Muhammad Qazafi, Chairman UC-6, Angori and Raja Liaqat Ali, Ex. Nazim, UC Angori Contact: 03215570335, 0333-5173653	2400 Kanals in Mauza Kathar Islamabad. 4700-7000 kanals in Mauza Manghal, Islamabad.	Insufficient information/ documentation.
III.	Raja Muhammad Aftab and Raja Sultan Ahmed Contact: 0324-5022066, 0300-5132807	500 kanal Mauza Kathar Islamabad. 1500-7000 kanals in Mauza Manghal, Islamabad.	Insufficient information/ documentation.
IV.	<u>Master Mind Residencia (MMR), (Pvt) Ltd.</u> Head office: Ground Floor, Office No. 11, Abu Dhabi Tower, F-11 Markaz, Islamabad. Contact: 051-2299332-3, 0321-5015706, 0322-5222333	12,800-16,000 Kanals. Situated adjacent to Dahria and OHA City, Karachi. 5,000-7,000 Kanals. Mauza Tama and Muraina, Islamabad.	Insufficient information/ documentation.

06. The proposals of the firm/ company at the serial number 01, i.e. International Centre for Services Exchange & Co. located at Tehsil Murree, District Rawalpindi near Islamabad is quite lucrative as FGEHF has already registered members of Phase-I membership drive that could be accommodated in this prospective site. The report/ comments of the Technical Wing on the said proposal alongwith technical feasibility report furnished by consultant M/s Osmani is enclosed at Annex-E. The report of Finance Wing (Financial feasibility) as well as report of Evaluator i.e M/s Surval is enclosed at Annex-F. The firm at serial I i.e. International Centre for Services Exchange & Co. was established in the month of July, 2016 and thus could not fulfill the criteria regarding 05 years experience of Housing & infrastructure development projects. However, it has the experience of providing raw land to various Housing Schemes. Due to its latest inception, the requirement of last 03 years AUDITED BALANCE SHEET / INCOME STATEMENT cannot be fulfilled.

07. On examination of all the proposals/ bids, along with the Technical Wing report and the minutes of the bid opening committee, arrived at the unanimous decision that the firm/ company at the serial number 01, i.e. International Centre for Services Exchange & Co. has provided complete information as required in the advertisement and thus its proposals shall be placed in the Steering Committee for further necessary action. The rest of the firms/ companies/ individuals have not provided the sufficient information and therefore a grace period of seven

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requisite documents/ information for further working/ examination of the evaluation committee.

08. Further the Evaluation Committee recommended aforementioned proposal/ bid of ICSE & Co. subject to following five terms and conditions/ alterations/ negotiations

- a. Dedicated access of 100 feet metalled road running 3 Km from Murree Express Way, connected through a R. C. C. bridge.
- b. Cost of raw land shall be Rs. 400,000/- per revenue kanal of raw land for the entire project.
- c. Residential plots 25%, Commercial Plots 50% and Amenities Plots 25% shall be the share of the ICSE & Co.
- d. Procurement of all the N. O. C.s shall be the duty of ICSE & Co. and F. G. E. H. F. shall facilitate ICSE & Co. in acquiring these N. O. C.s.
- e. The final price of developed plots shall be as under,

❖ 200 SqYds plot = 1,600,000/-

❖ 272 SqYds plot = 2,000,000/-

❖ 356 SqYds plot = 2,600,000/-

❖ 500 SqYds plot = 3,500,000/-

(Note: As per decision of Federal Cabinet to restrict maximum size of plot to 500 Sq. Yds.)

Signature 09/03/17

Samar Hasnain Miyan
Assistant Director (JVPs)
Secretary/Member

Signature

Mr. Atif Jan Afridi
Director (Finance/Estate)
Member

Signature

Muhammad Arshad Chouhan
Director (JVPs/ Planning)
Member

Signature

Mr. Muhammad Afzal Jaffer
Dy. Director (Finance)
Member

Mr. Anwar Hussain Ch.
Chief (PP&H),
Planning Commission
Member

Signature 9/3/2017

Mrs. Zaib Un Nisa
Director (Technical)
Member

Raja Muhammad Akhtar Iqbal
D.F.A., (Works)
Member

Signature

Malik Zafar Abbas
Director (Law)
Member

Deputy Secretary,
M/o Law, Justice & Human Rights
Member

Signature 9/3/17

Waqas Ali Mahmood
Director General (HF)
Chairman

Signature
19/7/17.

10-MAUVE AREA, G-10/4, ISLAMABAD

Subject: ANALYSIS OF EXPRESSION OF INTEREST FOR JOINT VENTURE WITH PRIVATE SECTOR REGARDING LAUNCH OF NEW HOUSING SCHEMES IN ALL PROVINCIAL CAPITALS AND MAJOR CITIES OF PAKISTAN HELD ON MARCH 9, 2017 AT 1400 HOURS.

An advertisement regarding of Interest for joint venture with private sector for launching of new housing schemes in all provincial capitals and major cities of Pakistan, was floated in the national dailies i.e. The Daily Express, The Daily Jang and The News, **Annex-A**. The standardized Memorandum of Understanding uploaded on the PPRA and FGEHF websites is attached at **Annex-B**. The minutes of the bid opening committee is attached at **Annex-C**

02. The aforementioned Committee conducted the meeting by examining the six (06) proposals in original, submitted by the 04 firms/ companies/ individuals regarding the aforementioned Expression of Interest advertisement. Representatives of the two firms, i.e. International Centre for Services Exchange and Mastermind Residentia were present, **Annex-D**.

03. Evaluation criteria as advertised in newspapers, PPRA and F. G. E. Housing Foundation websites which is detailed below;

- a) Land being offered should be in a compact piece and free from all encumbrances.
- b) Land should be located preferably on main road or having easy access from main road.
- c) Offered price of raw land be indicated in proposals along with the terms of JV offer.
- d) Only real owners or holding valid power of attorney of land are eligible.
- e) Authentic ownership documents by the revenue authorities should have been issued in the past three months.
- f) Status of utility services (like electricity, gas, water etc) at site be substantiated with evidence, availability of water at site shall be substantiated by proof.
- g) Interested parties shall be responsible for N. O. C. from all concerned departments, designing/planning and financing of the project.
- h) Interested parties shall have the financial capacity to complete the project.
- i) Interested parties should have capability and capacity to develop the infrastructure work.
- j) Complete details regarding Bio-Data/ Experience of key personnel should be provided.

04. Following details that may also be provided with proposals where applicable:-

- a) Full name of the individual/ firm/ company/ consortium and permanent address with evidence of incorporation and structure of consortium, if applicable.
- b) Detailed status of the firm (sole owner-ship or limited company) certified by the registrar of concerned authority.
- c) Complete information regarding Bio-Data / Qualification / Experience of key personnel.
- d) Following details of Housing and infra-structural projects completed over in the last 5 years with photographs/brochures and documentary proof are also required:-
 - i. Name of Projects, place and client.
 - ii. Scope of work.
 - iii. Details of projects (multi stories, high rise or detached housing, whether residential or commercial) along with total covered area and cost of project, date of start and completion.
- e) Certified proof of financial soundness (from the bank).
- f) Copy of NTN certificate.
- g) Audited balance sheet / income statement for the last 3 years along with annual turnover of the company for the last 5 year.

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18۔ اس کے بعد مورخہ 14-03-2017 کو سٹیرنگ کمیٹی کا اجلاس منعقد ہوا جس کے
منٹس درج ذیل ہیں:-


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

Subject: MINUTES OF THE MEETING OF STEERING COMMITTEE FOR JOINT VENTURE WITH PRIVATE SECTOR REGARDING LAUNCH OF NEW HOUSING SCHEMES IN ALL PROVINCIAL CAPITALS AND MAJOR CITIES OF PAKISTAN HELD ON MARCH 13, 2017 AT 1100 HOURS.

The meeting of the steering committee for joint venture with private sector regarding launch of new housing schemes in all provincial capitals and major cities of Pakistan was held on March 13, 2017 at 1100 hours in the committee room of F. G. E. Housing Foundation. The meeting inaugurated with the recitation of the Holy Quran. Joint Secretary, M/o Housing and Works, the Chairman welcomed all the members.

02. An advertisement regarding of Interest for joint venture with private sector for launching of new housing schemes in all provincial capitals and major cities of Pakistan, was floated in the national dailies on February i.e. The Daily Express, The Daily Jang and The News. In response six (06) from 04 firms/ companies/ individuals were received. After examination and analysis of the evaluation committee the form/ company M/s International Centre for Services Exchange and Co. (ICSE & Co.) was shortlisted.

S#	Name of Firm & Address	Location of proposed site	Remarks
I.	Muhammad Sheraz Jadoon, <u>International Centre for Services Exchange & Co.</u> Office No. 5, 2 nd Floor, Salma Plaza, F-10 Markaz, Islamabad. Contact: 0344-9460944, 0333-5035456	15000-20000 Kanals in Mauza Khathar, Manghal, Chaka Baigwal, and Angoon, Islamabad.	Complete information/ documentation. Case shall be placed in the Steering Committee.

03. Two representatives of the firm/ company M/s ICSE & Co., Mr. Sheraz Jadoon and Colonel Tariq were also present in the meeting. The steering committee proposed to proceed subject to the stern and complete compliance to the standardized Memorandum of Understanding (MOU) duly approved by the Cabinet Division. The representatives of the firms/ company M/s ICSE & Co. consented to comply with the standardized MOU along with the following decisions of the steering committee,

- Dedicated access of 100 feet metalled road running 3 Km from Murree Express Way, connected through an R. C. C. bridge.
- Cost of raw land shall be Rs. 400,000/- per revenue kanal of raw land for the entire project.
- Residential plots 25%, Commercial Plots 50% and Amenities Plots 50% (as per MOU approved by Federal Cabinet) shall be the share of the ICSE & Co.


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- d. Procurement of all the N. O. C.s shall be the responsibility of ICSE & Co. However F. G. E. H. F. shall facilitate ICSE & Co. in acquiring these N. O. C.s.
- e. 25 % of Total (minimum of each developed plots) down payment shall be paid to the ICSE & Co.
- f. The final price of developed plots, in view of the fact same services are to be provided irrespective of size of plot, shall be as under,
- ❖ 200 SqYds plot = 1,600,000/-
 - ❖ 272 SqYds plot = 2,000,000/-
 - ❖ 356 SqYds plot = 2,600,000/-
 - ❖ 500 SqYds plot = 3,500,000/-


04. The Steering Committee decided to recommend proposed terms and conditions contained vide para 03/N for final decision of the Executive Committee.

05. The meeting concluded with the vote of thanks.

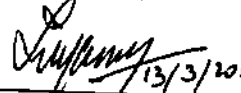

Mr. Zulfiqar Haider
Chief Commissioner
Member


Mr. Alif Jan Afridi
Director (Finance/Estate)
Member

Mr. Ruhail Muhammad Baloch
Financial Advisor (Works) Member

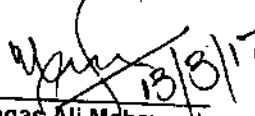

Muhammad Arshad Chouhan
Director (JVP/ Planning)
Member

(C. F. A. O.)
Housing & Works
Member

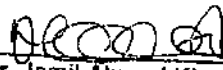

Madam Zaibun Nisa
Director (Tech)
Member

Mr. Anwar Hussain Chaudhary
Planning Commission
Member

Mr. Salman Qayyum
Joint Secretary, M/o Interior
Member


Mr. Waqas Ali Mahmood
Director General (HF)
Member

Member Planning/ Nominee
Chairman (CDA)
Member


Mr. Jamil Ahmad Khan
Joint Secretary
Chairman

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19۔ اس کے علاوہ ایگزیکٹو کمیٹی کو مزید آگاہ کیا گیا کہ مجوزہ سکیم کی سائٹ کے لیے راولپنڈی ڈویلپمنٹ اتھارٹی نے بذریعہ مراسلہ نمبر RDA/MP&TE/F-MRE-28 مورخہ 1/1-2015 سے میسرز کامنز سکائی گارڈن ہاؤسنگ سکیم کی منظوری جاری کی تھی۔ ہاؤسنگ فاؤنڈیشن کی سکیم اسی خسروہ اور اسی علاقہ میں واقع ہے۔ مزید برآں ادارہ تحفظ ماحولیات، حکومت پنجاب نے بھی انھیں خسروہ جات کے بابت بذریعہ خط نمبر DD(EIA)/EPA/F-58(EIA)/0707/2014/1001 مورخہ 2015-

09-10 کو موضع کٹہر اور منگل، انگوری روڈ پر منظوری دی ہے۔

20۔ ایگزیکٹو کمیٹی کو مزید بتایا گیا کہ واساراولپنڈی نے انھیں موضع جات میں جگہ کے معائنے اور ای-آر-ایس رپورٹ کے بغیر اس سکیم کی توثیق بذریعہ خط نمبر AD(WS)/1958-A/019 مورخہ 19-04-2014 کی ہے۔

21۔ ان اوپر دی گئی مختلف ادارہ جات کی منظوری / توثیق کے ساتھ ساتھ محکمہ جنگلات کے ڈویژنل فارسٹ آفیسر، مری فارسٹ ڈویژن نے بذریعہ خط نمبر 765/G/LE مورخہ 22-04-2014 کو انھیں خسروہ نمبر 203/2008 موضع کٹہر اور منگل میں این-او-سی دیا ہے۔ ایگزیکٹو کمیٹی نے اس چیز کا جائزہ لیا کہ چونکہ ہاؤسنگ فاؤنڈیشن کی مجوزہ سکیم کے لیے جے-وی سکیم کے تحت پیش کردہ زمین / خسروہ جات پر میسرز کامنز سکائی گارڈنز کے نام این-او-سی متعلقہ محکموں سے موجود ہے اور پیش کردہ زمین کے مالکان وہی ہیں اس لئے ہاؤسنگ فاؤنڈیشن کو اپنی سکیم لانچ کرنے میں کوئی دشواری سر دست پیش نہیں آئے گی۔ ہاؤسنگ فاؤنڈیشن انھیں این-او-سی جو اس علاقے / خسروہ جات کے لیے پہلے سے موجود ہیں کی بنیاد پر اپنی سکیم کیلئے اپنے نام پر این-او-سی متعلقہ محکموں سے حاصل کر سکتی ہے۔

22۔ مزید برآں سیکرٹری وزارت ہاؤسنگ اینڈ ورکس کی ہدایات کی روشنی میں ایویلیویشن کمیٹی اور سٹیرنگ کمیٹی کے دوبارہ اجلاس طلب کئے گئے جن کی تفصیل درج ذیل ہے۔

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Subject:-

MINUTES OF THE 2ND EVALUATION COMMITTEE MEETING HELD ON APRIL 17, 2017 AT 1300 HOURS IN THE COMMITTEE ROOM OF F. G. E. HOUSING FOUNDATION FOR JOINT VENTURE WITH PRIVATE SECTOR REGARDING LAUNCH OF NEW HOUSING SCHEME IN PROVINCIAL CAPITALS AND OTHER MAJOR CITIES OF PAKISTAN.

Reference above cited subject and letter no. 620-DFA(H&W)/2017 dated April 4, 2017 regarding above cited subject. The contention of Deputy Financial Advisor Housing & Works that the evaluation criteria as advertised in the newspaper has not been taken in to account by the Technical Committee is misconceive since the Technical Committee prepared abstract / synopsis of each and every proposal received in tabulated form pointing out deficiency if any. The Technical Committee submitted its preliminary recommendations in all phases including M/s International Center for Services Exchange & Co.

2. Further, response to the findings visa vise the criteria as pointed out in DFA are as under:-

S.	Approved JV Evaluation Criteria	Comments/findings of Rep. of Finance Div.	Reply
a)	Land being offered should be in a compact piece and free from all encumbrances.	Although the land is a compact piece however there is no mechanism to ascertain that it is free from all encumbrances.	The report of the Revenue Authority verifying said list of owners and land mentioned therein as authentic and correct in terms of ownership and free from all legal and financial encumbrances at Annex-A. Further, a public advertisement was floated in national dailies to check/ verify 3 rd party lein is enclosed at Annex-A-II. The affidavit of the firm that the land being offered to FGEHF is free from all encumbrances and legal complications wherein 7000 kanal is already demarcated with pickets is enclosed at Annexed at A-III.
b)	Land should be located preferably on main road or having easy access from main road.	The land is neither located on main road nor have an easy access from main road. Only approach to the proposed land is through another housing society which is not owned by the bidder.	As per Draft JV agreement clause "Main access to the project site shall be from Murree Express way which shall be the responsibility of Party B (M/s ICSE & Co.) to procure and construct in case of approval by the competent authority Party-B undertakes to incur all expenses and to meet all codal formalities alongwith provision of land, for construction and establishment of access road having a specification of 80' to 100' road alongwith bridge connecting Murree Express Way. For access road, an agreement with M/s Commoners Sky Gardens would be executed before payment of transferred land between M/s Commoners Sky Gardens (Pvt) Limited and Federal Government Employees Housing Foundation which would be contractual obligation of Party-B.". Annexed at B-I. B2. Further the agreement of Access regarding


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			provision/ development of a metalled road streaching 3km along with a constructed R. C. C. bridge for the proposed site from Murree ExpressWay by M/s ICSE & Co. is Annexed at B-II. Further, NOCs from the private housing schemes (Sky Commoners Garders) is also Annexed at B-III.
c)	Offered price of raw land be indicated in proposals alongwith the terms of JV offer.	May be carried out as per the laid down criteria.	Raw land price @ Rs. 400,000/- in the JV proposal C-I. Further Evulation report regarding price by M/s Surval- a state bank of Pakistan registered evaluator is enclosed at Annex-C-II.
d)	Only real owners or holding valid power of attorney of land/ valid legal Agreement to sell with real owner of the land are eligible.	The bidder is not an owner of the land. He also have no valid power of Attorney. The basis of the bid is a sale Agreement which is not shown to the committee so it is difficult to ascertained whether it is valid or invalid.	A valid legal agreement to sell with real owner has been provided by the ICSE & Co., annexed at D.
e)	Authentic ownership documents by the revenue authorities should have been issued in the past three months.	Authentic Ownership documents by the revenue authorities have not been shown to the committee.	The verification of land documents provided M/s ICSE & Co. was forwarded to District revenue Authorizes who have verified the said list of owners and land mentioned therein as authentic and correct in terms of ownership and free from all legal and financial encumbrances. Kindly refer to Annex A above.
f)	Status of utility services (like electricity, gas, water etc) at site be substantiated with evidence.	With reference to the Utility Services, it is an established fact that the area is deficient in water resources because of the srata of the area. Electricity at this point of time is also not available at the site.	M/s Osmani, a consultant firm engaged to augment the Technical analysis of the proposed site has mentioned in their report that the site has ample capacity of underground water on the facts that 02 natural streams flow/ pass through the site even during the dry spell of several weeks. Secondly on the northeastern boundary, Sky Garden Housing Project has installed one tube-well with 350 feet depth and has the capacity of 450 gallons per hour. Further, close proximity of Simli Dam at south-western side further contributes in increasing the underground water level. Further, the utility services, Electricity and Gas are available at the proposed site as the neighboring housing schemes (Sky Commoner Gardens, Bahria Enclave and Naval Farms) are developed and equipped with such utilities. Report of M/s Osmani is enclosed at Annex-F.
g)	Preliminary Technical/ geo-technical investigations including but not limited to soil analysis, seismic	The Preliminary Technical/ geo-technical investigations for soil analysis, seismic analysis, topographical surveys, electric resistivity tests including	M/s Osmani has recommended that the proposed site is suitable for housing project as its geology comprises of soft soil and loose rocks that would result in low cost of cut-n-fill activity required for infrastructure development, kindly refer to Annex-F above.

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	analysis, topographical surveys, electric resistivity tests including hydraulic studies should accompany the proposal.	hydraulic studies may not have been conducted and not shown to the committee.	
h)	Affidavit to the effect that interested parties shall be responsible for NOC from all concerned departments including approvals for design planning and financing of the project.	The Committee is not provided with NOCs from Punjab Government, Environment Department, Planning Dept. & specially from Supreme Court of Pakistan which has issued restraining orders against environmental degradation in the area.	Affidavit to the effect that interested parties shall be responsible for NOC from all concerned departments including approvals for design planning and financing of the project has been provided, further M/s ICSE & Co. provided NOC issued in favor of M/s. Commoners Sky Garden NOCs from RDA EP Department, WASA and Divisional Forest Office Murree for the Khasra Nos. / land being provided to Housing Foundation is at Annex-H.
i)	Interested parties should demonstrate capability and financial capacity to develop the scheme and execute infrastructure work and to complete the project.	Any proof of financial capacity of the bidder to complete the project, does not seem to have been undertaken.	Financial soundness has been claimed by the ICSE & Co. which has also been duly assessed by the Finance Wing of FGEHF and is Annexed at I.
j)	Complete details regarding Bio data/qualification/experience of key personnel to be provided.	Details of Bio data/qualification/ experience of key personnel needs to be examined and verified by the committee.	Complete details regarding Bio data/qualification/experience of key personnel to be provided and the Committee is proposed to examine at its convenience and Annexed at J.
k)	An undertaking that the firm is willing to comply with the standardized MOU (Appendix-I) with FGEHF, which shall be followed by a Commercial Agreement, subject to fulfillment of all codal formalities.	The Committee has neither seen the Standardized MOU approved/ signed by the designated Ministers nor it has evaluated the commercial Agreement. The TOR of the Committee to negotiate the Standardized MOU has also not been implemented.	The standardized MoU being part of JV policy approved by the Federal Government and in principle and further fine tuned by the Cabinet Subcommittee was uploaded on FGEHF and PEPPRA Website along with the advertisement. Further the j An undertaking by the firm to comply with the standardized MoU has been provided and Annexed at K.
l)	Legal status of the firm certified by the registrar or concerned authority.	As no document was provided, the legal status cannot be ascertained.	Legal status of the firm certified by the registrar or concerned authority has been provided, kindly refer to Annex-L.
m)	Details of Housing and infra-structure projects completed over in the last five	No such details seem to have been provided.	M/s ICSE & Co. has underwent a JV agreement with M/s. Wajid Iqbal and Co. to develop the project. Complete company profile alongwith past achievements/ goals of JV partner of ICSE & Co.

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	years with photographs/ brochures and documentary proof.		are annexed at M.
n)	Annual turnover of the company, preferably in last five years.	No such documents to this effect has shown.	Kindly refer to Annex-I above.
o)	Performance certificate from the clients for whom similar services have been rendered, if any.	No documents to this effect has been shown.	Performance certificates has been provided by the client firms of ICSE & Co. Kindly refer to Annex-O.

Subject:- **MINUTES OF THE 2nd SESSION OF STEERING COMMITTEE MEETING FOR JOINT VENTURE WITH PRIVATE SECTOR REGARDING LAUNCH OF NEW HOUSING SCHEMES IN ALL PROVINCIAL CAPITALS AND MAJOR CITIES OF PAKISTAN HELD ON APRIL 17, 2017 AT 1300 HOURS.**

Reference above cited subject. The contention of Financial Advisor Housing and Works (H&W) conveyed vide Finance Division's letter dated April 11, 2017, that he was directed to agree/ sign the pre-drafted minutes of the Steering Committee is entirely misconceived as no such directions were passed/ not can be passed by any authority. However, minutes of the steering committee were shared with the F.A. H&W in his capacity as the member of Steering Committee for his valuable inputs.

02. The annotated reply to the valuable comments of F.A. H&W is as under,

a. Contrary to the valuable input of F.A. (H&W) that Technical Committee can't render any recommendations as per T. O. R.s of Technical Committee mentioned in the Joint Venture (JV) policy, duly approved by the Federal Cabinet, the Committee shall prepare preliminary recommendations and present the same for consideration of the evaluation committee. Therefore, the Technical Committee has submitted its recommendations perfectly in line with the T. O. R.s notified.

b. Para-wise reply is as under:

Cabinet Committee Decisions	Minutes of the Steering Committee FGEHF Meeting held on March 13 th 2017	Reply/ Comments
Steering Committee is to be chaired by D.G. (FGEHF) instead of Sr. Joint Secretary, Ministry of Housing and Works.	Joint Secretary, Housing & Works has been designated as Chairman of the Steering Committee.	Director General, F. G. E. H. F. has chaired the Steering Committee meeting and the notification of Joint Secretary being the chairman was issued inadvertently/ mistakenly. The correction has been made wherever required accordingly and the minutes of the Steering Committee meeting may kindly be reexamined to put record straight (Annex).
Private party quota	According to the	According to the proposed MoU & draft

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for amenity and commercial plots was required to be decided after the "report of financial feasibility" so that the Federal Government Employees may get plots on easy/affordable rates.	minutes in paragraph 3(c) the share of the private party has been finalized which is against the spirit of the Cabinet Committee decisions and hence it is a violation of the decisions dated 20-09-2016.	Agreement with the JV partner by virtue of all the expenditures on account of payment of land & development works therein 25% share of JV partner and will be incurred by them. Therefore all residential, commercial & amenity plots falling in 25% ambit/ area shall be the share of private partner since all expenditures are being borne by them. FGEHF does not have to incur any expenditure for that 25% share. Further, F. A. H&W in his letter no. 850-FA (ID/ H & W) dated January 17 th 2017 calculated the cost of developed plots as Rs. 5 Million (Copy enclosed). Since the development cost has been capped @2.5 million for 01 Kanal of the developed plot, 25% commercial plus amenity plots shall be allotted to the JV partner to meet the expenditure. Further pertinent to mention here that the development of amenities plots for the residents of the schemes is the liability both for FGEHF and JV partner.
The land offered by private party will be evaluated through private evaluators registered with the State Bank of Pakistan or District Administration, which need to be compiled with.	The conditions for evaluating the cost of land is not followed.	The price of land offered by private party has been evaluated by following three methods: i) Evaluation by professional evaluator registered with SBP as provided in the JV Policy. Copy of Evaluation report by M/s Surval-State Bank of Pakistan Registered- is enclosed. ii) Price quoted by the bidder for same land in the previous bids which was Rs. 800000/kanal of raw land. iii) Price of adjacent land situated in Islamabad by ICT Administration

- c. The issues highlighted by the D. F. A. Works have also been well addressed and the copy is enclosed at Annexure A.
03. M/s International Centre for Services Exchange and Co. (ICSE & Co.) intends to develop the scheme in partnership with M/s Wajid Iqbal and Co. Bio-data/ detail of the firm is also attached at Annexure-B.

Subject: MINUTES OF THE 3RD SESSION OF THE STEERING COMMITTEE MEETING FOR EXPRESSION OF INTEREST FOR JOINT VENTURE WITH PRIVATE SECTOR REGARDING LAUNCH OF NEW HOUSING SCHEMES IN ALL PROVINCIAL CAPITALS AND MAJOR CITIES OF PAKISTAN HELD ON MAY 23, 2017 AT 1030 HOURS.

3RD Meeting of the Steering Committee was held on May 23, 2017 at 1030 Hours for Expression of Interest for joint venture regarding launch of new housing schemes in provincial capitals and major cities of Pakistan in the Committee Room of F.G.E Housing Foundation, Islamabad under the

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Chairmanship of Director General, F. G. E. Housing Foundation Islamabad.

Following attended the meeting:

- | | | |
|-------|---|-----------------|
| i. | Director General, F.G.E Housing Foundation. | Chairman |
| ii. | Joint Secretary, M/o Housing and Works. | Member |
| iii. | Chief Commissioner ICT. | Member |
| iv. | Director (Finance), F. G. E. Housing Foundation. | Member |
| v. | Director (Technical), F. G. E. Housing Foundation. | Member |
| vi. | Director (JVPs), F. G. E. Housing Foundation. | Member |
| vii. | Director (Law), F. G. E. Housing Foundation. | Co-opted Member |
| viii. | Director (Estate), F. G. E. Housing Foundation. | Co-opted Member |
| ix. | Assistant Director (JVPs), F. G. E. Housing Foundation. | Member |

02. At the outset Director General, Housing Foundation, FGEHF besides welcoming briefed the members about the Expression of Interest launched under JV Policy for land banking for Green Enclave-II. The minutes of the previous two meetings of Evaluation and Steering Committee meetings were also presented to the committee for perusal / examination.

03. The members of the committee thoroughly examined the points highlighted by D.F.A and F.A. (Works) and satisfied themselves with the policy provisions and the annotated reply submitted by FGEHF.

04. Evaluation report submitted by Evaluator registered with State Bank of Pakistan i.e. M/s Surval, was presented to the committee, extract of which is reproduced below:

Assessment			
Description	Front Adjacent	Semi Level Land	Hilly Area
Total Land	6,699 kanals		
Assumed %	5%	40%	55%
Area in	334.95	2679.6	3684.45
Rate per kanal	600,000	500,000	400,000
Asses	200,970,000	1,339,800,000	1,473,780,000
Total	3,014,550,000		

05. The committee also examined the contents of the report inter alia containing profile of the consultant, scope of valuation/ TORs, methodology for valuation of land, overall valuation process and found the report to be satisfactory. In the light of briefing, reply of FGEHF to the queries of F.A and


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D.F.A. alongwith the valuation report of M/s Surval recommended the bid submitted by M/s ICSE for launching of Green Enclave-II with the following conditions;

- i. The financial soundness of M/s ICSE may be further examined / scrutinized.
- ii. The payment of land be made by Party A to Party B subject to satisfactory outcome of the Criminal Original Petition No. 57/ 2015 in SMC 10 / 2005 subjudice in the Supreme Court of Pakistan.
- iii. Further, the payment of the raw land to the land provider shall be subject to satisfactory completion of following measurable targets;

- a) Verification of the Title of land presented by Party "B" from Revenue authorities by Party "A".
- b) Demarcation of verified land, erection of pickets/ posts followed by specification of coordinates on the GIS map after comprehensive survey by the consultant as well as the Technical Wing of FGEHF of the Party 'A' (Installation of pickets may be done by the party "B", whereas survey and collection of data and mapping of coordinates on GIS shall be done by the consultant duly appointed by party "A").
- c) Precise measurement of on ground possession of land presented by party "B" according to the survey by the consultant appointed by party "A".
- d) Confirmation of access to project site and by consultant of Party 'A'.
- e) Transfer/ mutation of land in favor of Party "A".
- f) Verification of possession conforming to title with suitable access to the proposed housing Scheme by District Administration.

06. It was also unanimously agreed that the land which is not found suitable for the housing scheme due to topographical features or is found to be part of Rakh Sarkar, the payment of the said land shall not be made by Party 'A' to Party 'B'.

07. The Evaluation Committee also recommended that F.A / D.F.A may be invited in the upcoming meeting of Executive Committee to satisfy their observations raised/ conveyed so that the Executive Committee may take a decision accordingly.

08. The meeting ended with the vote of thanks.


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23۔ ڈائریکٹر جنرل، ہاؤسنگ فاؤنڈیشن نے ایگزیکٹو کمیٹی کو آگاہ کیا کہ جوائنٹ ونچر پالیسی کے تحت جے وی پارٹنر کو ہاؤسنگ فاؤنڈیشن کے پاس ہر زمین کے انتقال پر ایک مخصوص شرح سے زمین کو کو لیٹرل کے طور پر رکھنا ہوتی ہے۔ تاہم اس پروجیکٹ کیلئے مجوزہ زمین کیلئے اسٹیٹ بینک کے رجسٹرڈ ایولو ایٹر سے زمین کی مارکیٹ کی قیمت کا تخمینہ لگوایا جو کہ درج ذیل ہے

Assessment			
Description	Front Adjacent	Semi Level Land	Hilly Area
Total Land	6,699 kanals		
Assumed %	5%	40%	55%
Area in	334.95	2679.6	3684.45
Rate per kanal	600,000	500,000	400,000

24۔ ایگزیکٹو کمیٹی نے ایولو ایٹر کی رپورٹ کا تفصیلی جائزہ لیا اور اپنے آپ کو اس بات پر مطمئن کیا کہ زمین کی قیمت جے وی پارٹنر کی پیش کردہ قیمت سے زیادہ ہے۔ اس طرح زیادہ قیمت والی زمین کی کم قیمت پر خریداری سے بلواسطہ تقریباً 25 فیصد رقم کی بچت ہو رہی ہے جو کہ کو لیٹرل کے طور پر تصور کی جاسکتی ہے۔

25۔ ایگزیکٹو کمیٹی نے مشیر مالیات، مکانات و تعمیرات کے خط مورخہ 23 مئی 2017 کا بغور جائزہ بھی لیا جس کے اندر سپریم کورٹ آف پاکستان میں زیر سماعت سوموٹو کیس نمبر 10/2005 اور محکمہ جنگلات، پنجاب کے نوٹیفیکیشن مورخہ 09-09-2009 کو سامنے رکھنے اور جے وی پارٹنر کی مالیاتی صحت اور قابلیت کے متعلق مزید غور کرنے کی درخواست کی گئی ہے۔

26۔ ڈائریکٹر جنرل، ہاؤسنگ فاؤنڈیشن نے اس سلسلے میں ایگزیکٹو کمیٹی کے تمام ممبران کو تفصیل سے بریف کیا۔ اس سلسلے میں جتنے بھی ایگزیکٹو کمیٹی کے اجلاس ہوئے تھے اور جتنے بھی مختلف ممبروں کی طرف سے اختلافی نوٹس موصول ہوئے تھے ان کو بھی ایگزیکٹو کمیٹی کے سامنے پیش کیا اور تفصیل سے پیراواں جواب دیا۔

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27۔ ڈائریکٹر جنرل، ہاؤسنگ فاؤنڈیشن نے بارہ کھوہاؤسنگ سکیم کے بارے میں پی اے سی میٹنگ میں بازگشت پر بھی ایگزیکٹو کمیٹی کو تفصیل سے بریف کیا اور کہا کہ جتنے بھی سوالات / خدشات / اعتراضات اس میٹنگ میں درج بالا سکیم کے خلاف اٹھائے گئے وہ بے بنیاد تھے۔ اور ان تمام خدشات / اعتراضات کا خوبصورتی سے ہاؤسنگ فاؤنڈیشن نے دفاع بھی کیا۔ پی اے سی نے مندرجہ ذیل چیزوں پر زور دیا:-

الف۔ ایگریمنٹ میں پی اے سی کا تجویز کردہ ضروری ایڈینڈیم کیا جائے۔ جسمیں ایسے معاملات طے کئے جائیں جو قابل پیمائش اہداف سے مشروط ہوں۔ اور دوسرا سکیم کیلئے محکمہ جنگلات سے ضروری این او سی لازماً حاصل کی جائیں تاکہ بعد میں اس سکیم میں کوئی خلل نہ آئے۔

ب۔ ایگزیکٹو کمیٹی نے پری کوالیفیکیشن کے لئے سکیم کے آؤٹ کے لئے ایک میٹنگ بلانے کا کہا اور اس کے ساتھ ساتھ ٹھیلیاں سکیم کا بھی آؤٹ کرانے کا کہا۔ یہ بھی حکم دیا گیا کہ ڈویلپر کی مالی حالت اور تعمیراتی گنجائش کو بھی دیکھا جائے۔

ج۔ ڈویلپر کی نشاندہی کا طریقہ کار واضح کیا جائے۔

28۔ مزید براں جوائنٹ سیکرٹری کے دفتر میں مورخہ 20-06-2017 کو درج بالا منٹس کو دیکھنے کے لئے ایک میٹنگ بلائی گئی جس میں تحفظات کا اظہار کیا گیا۔ ایگزیکٹو کمیٹی نے ان تحفظات پر علیحدہ علیحدہ بحث کی جس کی تفصیل درج ذیل ہے:-

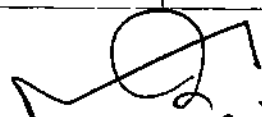
S No.	Approved JV Evaluation Criteria	Comments
1	Land being offered should be in a compact piece and free from all encumbrances	The revenue record produced (placed in the file below) verifies the ownership of the land and also certifies that this ownership is authentic and correct and is free from all legal and financial encumbrances. However, this record does not prove the land to be a compact piece which the FGE Housing Foundation needs to prove based on the record of the Revenue Authority. Also the FGEHF has produced certain papers which show

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		proceedings of the Supreme Court of Pakistan for staying of development work in the area. If the august court has really passed any order regarding stoppage or banning of development work in the area, the concerned must first ensure the settlement of this court order before the execution of agreement with the selected partner.
2	Land should be located preferably on main road or having easy access from main road.	The FGEHF has provided a detailed response of the observation of the representative of Finance Division. The FGEHF has committed to ensure the construction of a road 80 feet to 100 feet along-with bridge connecting Murree Express Way. Also an agreement with M/s Commoners Sky Garden would be executed before payment of transfer of land.
3.	Offered price of raw land be indicated in proposals along-with the terms of JV offer	Raw price land @ Rs. 400,000/- in the JV PC0-1. Further evaluation reports regarding price of M/s Surval- a State Bank of Pakistan registered evaluator at Annex-C-II .
4.	Only real owners or holding valid power of attorney of land/valid legal Agreement to sell with real owner of the land are eligible.	A valid legal agreement to sell with real owner has been provided by the ICSE & Co at Annex-D .
5.	Authentic ownership documents by the revenue authorities should have been issued in the past three months.	The verification of the land documents provided by M/S ICSE & Co. was forwarded to District Revenue Authority who has verified the said list of owners and land mentioned therein as authentic and correct in terms of ownership and free from all legal and financial encumbrances. Kindly refer to Annex-A .
6.	Status of utility services (like electricity, gas, water etc) at site be substantiated with evidence.	The issue was discussed with FGEHF authorities in the meeting and it was decided that Electric Resistivity Tests will be carried out to ascertain and establish sufficient availability of underground water which is extremely necessary for such type of projects.
7.	Preliminary Technical / geo-technical investigations including but not limited to soil analysis, seismic analysis, topographical surveys, electric resistivity tests including hydraulic studies should accompany the proposal.	It was decided in the meeting that FGEHF would obtain report from Survey of Pakistan for seismic analysis of the area. As it has already been mentioned that the Electric Resistivity Test (ERT) would be carried out before the execution of the agreement.

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8.	Affidavit to the effect that interested parties shall be responsible for NOC from all concerned departments including approvals for design planning and financing of the project.	Affidavit to the effect that interested parties shall be responsible for NOC from all concerned departments including approvals for design planning and financing of the projects has been provided, further M/s. ICSE & Co provided NOC issued in favor of M/s. Commoners Sky Garden NOCs from RDA EP Department, WASA and Divisional Forest Office Murree for the Khasra Nos. / land being provided to Housing Foundation is at Annex-H .
9.	Interested parties should demonstrate capability and financial capacity to develop the scheme and execute infrastructure work and to complete the project.	As far as the land provider is concerned, no bank statement could be produced to prove the financial capability of the partner. However, the FGEHF authorities asserted that looking at the financial capacity of the "Developer" is of more importance than that of the land provider. So therefore, the financial capacity of the infrastructure developer should be established and criteria for selection of that developer should be designed accordingly.
10.	Complete details regarding Bio data / qualification / experience of key personnel to be provided.	Complete details regarding Bio data / qualification / experience of key personnel to be provided and the Committee is proposed to examine at its convenience and Annex-I
11.	An undertaking that the firm is willing to comply with the standardized MoU with FGEHF which shall be followed by a Commercial Agreement, subject to fulfillment of all codal formalities.	The standardized MoU being part of JV policy approved by the Federal Government and in principle and further fine tuned by the Cabinet Sub-committee was uploaded on FGEHF and PEPRA Website along with the advertisement. An undertaking by the firm to comply with the standardized MoU has been provided Annex-K
12.	Legal Status of the firm certified by the registrar or concerned authority.	Legal status of the firm certified by the registrar or concerned authority has been provided, kindly refer to Annex-L .
13.	Details of Housing and infrastructure projects completed over in the last five years with photographs / brochures and documentary proof.	No such detail of the instant partner that is the land provider should be provided. It is, however, important to note that the FGEHF authority again insisted that this requirement is basically for the land developer instead of the land provider, and is inadvertently confused frequently. So the FGEHF authority will ensure that land developer qualifies this criteria before any agreement is executed with him / her.


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14.	Annual turnover of the company, preferably in last five years.	The FGEHF could produce only a certificate of a commercial bank certifying the existence of a current account of M/s. International Center for Services Exchange and Company in the said bank.
15.	Performance certificate from the clients for whom similar services have been rendered, if any.	The FGEHF could provide only one certificate issued by M/s. Jahangir Khan, Chief Executive Fida Town Haripur, which is placed in the file below. This certificate shows that the instant partner M/s ICSE & Co. had entered into an agreement with M/s. Fida Town Haripur in 2005.

29۔ اسی دوران فنانشل ایڈوائزر نے ایک خط پیش کرتے ہوئے بتایا کہ حکومت پنجاب نے ایک ایکٹ پاس کیا ہے جس کے تحت تحصیل نیو مری، تحصیل کوٹلی ستیاں اور تحصیل کہوٹہ میں ڈویلپمنٹ پر پابندی ہے۔ جس کے جواب میں ہاؤسنگ فاؤنڈیشن کے قانونی مشیر جناب جسٹس منصور نے ایگزیکٹو کمیٹی کو بریف کیا کہ بیان کردہ خط کوئی ایکٹ نہیں بلکہ سیکشن-17 کا ایک نوٹیفیکیشن ہے جس کا اطلاق بہارہ کہو ہاؤسنگ سکیم پر نہیں ہوتا، ساتھ ہی یہ بات بھی واضح کی کہ بہارہ کہو ہاؤسنگ سکیم کی مجوزہ زمین تحصیل نیو مری، کہوٹہ یا کوٹلی ستیاں کی حدود میں نہیں آتی۔ یہ زمین ضلع راولپنڈی کی حدود میں واقع ہے اور اس سکیم کے لئے صوبہ پنجاب کے مختلف محکمہ جات سے این او سی بھی حاصل کر لی گئی ہیں۔ مزید برآں یہ بھی بتایا کہ سیکٹر ایف-14 کے کورٹ کیس کالنگ بھی بہارہ کہو سکیم کے اجراء کے ساتھ ہے لہذا عدالت کے احکامات کی روشنی میں بہارہ کہو کے ممبران کو الاٹمنٹ کے بعد ہی ایف-14 سکیم شروع کرنا ممکن ہو سکتا ہے۔

30۔ سیکرٹری صاحب نے ہدایات دیں کہ اس ایگریمنٹ پر اٹھنے والے تمام تحفظات کو مد نظر رکھتے ہوئے ایگریمنٹ میں تبدیلی کی جائے اور اسی ایگریمنٹ کے مطابق ٹھیلیاں سکیم کے ایگریمنٹ کا مسودہ بھی تیار کیا جائے تاکہ آنے والے وقت میں یہ تمام مسائل دوبارہ جنم نہ لیں۔ اس پر جوائنٹ سیکرٹری صاحب نے کہا کہ اس ایگریمنٹ کے دوران آنے والی

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مشکلات جیسا کہ کورٹ کیس، بنیادی سہولیات کی فراہمی، بے وی پالیسی کے مطابق ڈویلپر کی مالی حالت کی شرائط کو پورا کیا جائے۔

31۔ مزید براں ایگزیکٹو کمیٹی نے منتخب ہونے والی کمپنی (آئی سی ایس اینڈ کو) کے ساتھ ہونے والے ڈرافٹ ایگریمنٹ کا بغور جائزہ لینے کے بعد چند تبدیلیاں کیں جس کا مسودہ درج ذیل ہے:-

JOINT VENTURE AGREEMENT

This **AGREEMENT** is made at Islamabad on this -----day of June 2017
BETWEEN

THE FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION AN
INCORPORATED COMPANY LIMITED BY GUARANTEE HAVING ITS HEAD
OFFICE AT 10-MAUVE AREA, G-10/4, ISLAMABAD, THROUGH ITS COMPANY
SECRETARY, MR. MUHAMMAD IQBAL KHAN DURRANI (HEREIN
AFTER REFERRED TO AS THE "PURCHASER" (PARTY 'A') WHICH
EXPRESSION SHALL INCLUDE ITS SUCCESSOR AND ASSIGNS IN INTEREST
ETC

AND

M/S INTERNATIONAL CENTRE FOR SERVICES EXCHANGE & CO. (A FIRM
REGISTERED UNDER SECTION 58(1) OF THE PARTNERSHIP ACT, 1932)
HAVING ITS REGISTERED OFFICE AT OFFICE NO. 5, 2ND FLOOR SALMA
PLAZA F-10 MARKAZ, ISLAMABAD THROUGH ITS PARTNER NO. 1 (HEREIN
AFTER REFERRED TO AS THE "SELLER" (PARTY 'B') WHICH EXPRESSION
SHALL INCLUDE ITS SUCCESSOR IN INTEREST AND ASSIGNS ETC &
PERMITTED (THE PURCHASER AND THE SELLER (LAND PROVIDER) ARE
HEREINAFTER ALSO REFERRED TO INDIVIDUALLY AS A "PARTY" AND
COLLECTIVELY AS THE "PARTIES")

[Which expression, unless repugnant to the subject or the context, shall mean and
include the heirs, successors, executors, administrators, nominees,
representatives and assigns of the respective Parties]

WHEREAS THE PARTIES ARE DESIROUS OF JOINING HANDS FOR
PROVISION OF DEVELOPED RESIDENTIAL PLOTS TO PARTY A AGAINST
CONSIDERATIONS SECURED FOR "PARTY B", IT HAS BEEN MUTUALLY
DECIDED TO REDUCE INTO WRITING THE TERMS AND CONDITION OF THE
AGREEMENT.

NOW, THEREFORE, THIS AGREEMENT is reached between the parties on the
following mutually agreed terms and conditions.


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1. **PURPOSE:-**

Whereas, Party 'A' undertakes that it has Federal Government employees and other specified groups as its registered members and Party 'A' meets all mandatory requirements in terms of eligibility to purchase developed residential plots from Party B.

And

Whereas, Party 'B' undertakes to deliver peaceful possession of developed residential/commercial plots to members of Party 'A' on fulfillment of all financial, legal, technical and other related codal formalities required for a housing scheme, as mutually agreed between the Parties.

2. **LOCATION AND ACCESS OF PROPOSED SCHEME:**

Whereas the land is located at prime location situated at Mouzas Kathar, Mangle, Angori, Chaka, Tehsil Murree District Rawalpindi.

And

Whereas main access to the project site shall be from Murree Express Way which shall be the responsibility of party 'B' to procure and construct. In case of approval by the competent authority Party-B undertakes to incur all expenses and to meet all codal formalities alongwith provision of land, for construction and establishment of access road having a specification of 80' to 100' road alongwith bridge connecting Murree Express Way. For access road, an agreement with M/s Commoners Sky Gardens would be executed before payment of transferred land between M/s Commoners Sky Gardens (Pvt) Limited and Federal Government Employees Housing Foundation, which would be contractual obligation of Party 'B'.

3. **TITLE OF RAW LAND:**

That Party 'B' declares to have arranged a total land measuring 15000 Kanals to 20000 Kanals (approximately) of raw land in its exclusive possession and free from all encumbrances, in Mouzas Kathar, Mangle,


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Angori, Chaka Baigwal, Tehsil Murree District Rawalpindi, which is ready for immediate transfer in a compact piece, which shall be extendable by mutual consent/understanding by both the parties depending upon booking of residential plots. Ultimately title of entire raw land shall rest with Party "A".

The transfer of land from Party 'B' to Party 'A' shall be contingent upon the following:-

- i. Party 'B' shall be bound to provide land in compact piece and not scattered disjointed pieces of land. The land shall be contiguous and adjacent to project site of M/s Commoner Sky Gardens.
- ii. Party 'B' shall, at least 14 days prior to the transfer of title, identify the land at site with proper demarcation under joint supervision of the District Revenue Authorities, the Party 'A' and the Survey of Pakistan, for the land proposed & the Party 'A' to be transferred in the name of the Party 'A'.
- iii. Party 'B' shall at least 07 days prior to transfer of title, provide relevant revenue documents including inter alia Fards Malkiat (brai bay) of relevant Mistle Miadi (Jama Bandi Zerekar) including mistl from Register Intiqal (wherever is required), Aks Shajra, Girdawari, Certified Registered Deed alongwith Fard indicating Haqooq Shamilat so as to facilitate the Party 'A' to scan the factum of ownership / possession, to satisfy itself with regard to title of land, to eliminate any ambiguity of title (right / interest) over the land proposed to be transferred in the name of Party 'A'.
- iv. Party 'B' shall at least 07 days prior to the transfer of title, provide a Non-Encumbrance Certificate (NEC) from the concerned Revenue Officer of the area for the land proposed to be transferred in the name of the Party 'A'.
- v. Party 'B' shall within 7 days after transfer of land shall provide No Demand Certificate (NDC) from the original land owner certifying therein that he has no more right or interest / claim in land and he shall not prefer /interfere / litigation against the Party 'A' about the said land on account of payment received from the Party 'B'.
- vi. Party 'B' shall be responsible to earmark/identify first set of land parcels with khasra nos., alongwith relevant mauzas, ready for immediate transfer through sale mutation or otherwise.


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- vii. The first sale mutation must consist of land not less than the minimum area required for building of Housing Society according to relevant Municipal authority's byelaws i.e. 500 kanals approximately.
- viii. The quantum of land to be transferred in the name of the Party 'A' for the remaining mutations can vary with mutual consent of both parties but shall not be less than 100 kanals for each sale mutation.
- ix. That within seven days after transfer of land Party 'B' shall provide duly authenticated "No Demand Certificate" from owners who have transferred their rights and interests in land in favour of the Party 'A'.
- x. That first parcel of land comprising of 100 kanals shall be transferred as sale by the Party 'B' in favour of Party 'A' on the basis of deferred payment mode and the cost of this parcel of land would be retained as security by the Party 'A'.
- xi. Before mutation of each set of land parcels, a committee consisting of representatives of technical staff of the Party 'A', Survey of Pakistan and Technical Consultant of the Party 'A', shall jointly visit the site and submit a joint report according to the following TORs
- a) The District Revenue Authorities shall verify as to the authenticity/integrity of the land title, free from all legal/financial encumbrances including factum of adverse possession if any. The District Revenue Authorities shall further assist in the demarcation of land.
 - b) Survey of Pakistan shall provide precise coordinates/sea levels of the area demarcated by the District Revenue Authorities.
 - c) Technical Consultant of the Party 'A' shall ensure that the site plan to be provided by the Party 'B' shall form integral part of this Agreement and shall certify suitability/ fitness of land for housing scheme based on the following, inter alia;-
 - compactness factor of proposed site
 - undulation factor of proposed site
 - access to proposed site
 - relevant Municipal/Zoning Regulations authorizing housing society or otherwise on proposed site


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- d) Party 'B' shall make all out effort to facilitate the aforementioned process and ensure completion of activities within 14 day.

4. **POSSESSION OF DEVELOPED RESIDENTIAL PLOTS:**

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

5. **QUOTAS OF RESIDENTIAL PLOTS:**

a. **Federal Government Employees Housing Foundation (FGEHF) Quota**

It has been agreed that not less than 75% quota of total developed residential plots shall be reserved for members of Party 'A', depending upon the response/booking by the registered members/prospective allottees of FGEHF.

b. **General Public Quota**

25% quota of residential plots shall rest with Party "B" and 75% FG quota of residential plots shall be reserved for Party 'A'. However, ownership shall remain with Party A.

6. **QUOTAS OF COMMERCIAL PLOTS:**

Party 'A' shall have 50% share of total Commercial Plots/Area. Rest of Commercial plots i.e. 50% shall be allotted to the Party "B" by the Party "A", as per Party B's requirement. However, allotment letters shall be issued by Party 'A' and subsequent transfers shall be also done by Party 'A'.

7. **AMENITY PLOTS:**

Amenity plots i.e. Parks, Play Grounds, Schools/Colleges; Hospitals & Community Centers shall be shared between Party 'A' and Party "B" on parity basis in accordance with municipal byelaws of concerned authority regarding land use. However, allotment letters shall be issued by Party 'A' and subsequent transfers shall be done by Party 'A'.


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8. (a) **ELIGIBILITY AND SENIORITY CRITERIA AGAINST FGEHF QUOTA**

The eligible members of FGEHF shall be offered plots on "First Come First Serve basis", contingent upon payment of 25% down payment alongwith the application form.

(b) **ELIGIBILITY AND SENIORITY FOR GENERAL QUOTA:**

Eligibility and seniority against general public quota shall be decided exclusively by Party 'B'.

9. **FIDUCIARY ARRANGEMENTS:**

- All prospective allottees including the general public, shall have to adhere to the schedule of payments, duly advertised in the widely circulated news papers / brochure of scheme.
- There shall be a designated "Project Collection Account" for the purpose of collection of all proceeds from prospective allottees i.e. members of FGEHF as well as the General Public. The project collection account shall be operated solely by Party A and exclusively for the instant project.
- Funds collected from allottees in project collection account, against the Party A quota, shall be disbursed to Party "B" in the following manner:
 - a. Price of raw land @ Rs.400000/- per revenue kanal, received in project collection account as down-payment, will be released to Party B, through cross cheque on completion of the following:-
 - i. Verification of the title of land and compactness of land presented by Party "B" from District Revenue Authorities.
 - ii. Demarcation of verified land, erection of pickets / posts, identification / specification of coordinates corresponding to erected pickets / posts, to be followed by survey by consultant of Party 'A' for preparation of GIS Map / Image clearly indicating pickets / posts alongwith coordinates on the GIS Map / Image (Installation of pickets/ posts shall be done by Party "B", whereas survey and collection of data and mapping of coordinates shall be done by the consultant duly appointed by Party "A").


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- iii. Measurement and Verification of on ground possession of land presented by Party "B" and reconciliation with results of the survey/ GIS Image / Map, by the Consultant and Technical Committee of Party 'A'.
- iv. Entry of mutation of land (اندرراج انتقال) (in favour of Party "A" before District Revenue Authority and issuance of fresh NOC by Forest and Environment Department corresponding to such entries.
- v. Attestation of Mutation (تصدیق انتقال) by District Revenue Authority and confirmation of measurement / possession of land corresponding to title by the concerned Revenue Officer.

In addition to above the payment shall only be released after

- Successful / satisfactory outcome of Criminal Original No. 57/2015 in Suo Moto case No.10/2005 pending in the honourable Supreme Court of Pakistan in the interest of Party 'A'.
- b. Remaining installments received in project collection account, according to the schedule of payment, duly advertised in the widely circulated news papers / brochure of scheme will be released to Party B in their designated account for development expenditures (on actual work done basis as per verification of consultant of party 'A') as well as miscellaneous expenditures in any case.
- Funds collected from allottees in project collection account, against the Party B quota, shall be disbursed to Party "B" in the following manner:
- a. Price of raw land received in project collection account as down-payment, will be released to Party B, through cross cheque at the time of transfer in their designated account, in lieu of transfer of requisite quantum of raw land required for a developed plot.
 - b. Remaining installments received in project collection account, according to the schedule of payment, duly advertised in the widely circulated news papers / brochure of scheme will be released to Party B in their designated account for development expenditures (on actual


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work done basis as per verification of consultant of party 'A') as well as miscellaneous expenditures in any case.

- To adhere to the payment schedule, party 'A' shall be responsible to collect installments from allottees within time, as per terms of offer of allotment.
- Party 'A' shall share the detail of amounts deposited in project collection account with Party 'B'.

10. TENTATIVE RATES OF DEVELOPED RESIDENTIAL PLOTS:

a) FOR MOUZAS KATHAR, MANGLE, ANGORI, CHAKA

- a) Subsidized cost of 15000 to 20000 kanals of raw land shall be Rs.4,00,000/- (Rs 4 lac only) per revenue kanal.
- b) For the Federal Government Employees, size and rates of subsidized developed residential plots shall be as under:-

S.#	Plots Sizes (in yards)	Square Yards	Rates developed plots for F.G. employees	Categories
1.	50x90	500	3,500,000/-	Cat-I
2.	40x80	356	2,600,000/-	Cat-II
3.	35x70	272	1,900,000/-	Cat-III
4.	30x60	200	1,500,000/-	Cat-IV&V

- c) In case the Party B is enable to complete development at aforementioned rates, then Party A shall withhold allotment / transfer of corresponding value of commercial plots from Party B's share.
- b) For the General Public, size and rates of developed residential plots shall be as per decision of party 'B'.

11. SCHEDULE OF PAYMENT FROM PROSPECTIVE ALLOTTEES:

- (1) That schedule of payment for developed residential plots from Party 'A' quota shall be decided by Party "A". Tentative schedule is as under:


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S.No.	Description	Amount	Time of Payment
1.	Brochure Fee	Rs.5,00/-	At the time of purchase of Brochure
2.	Down Payment	25% of the total price of developed plots.	Payable at the time of submission of application for allotment
3.	Rest of Amount	75% of the total price of developed plots.	Payable in 7 equal quarterly instalments

(2) Tentative schedule of payment of General Public as under:

S. No.	Description	Amount	Time of Payment
1.	Brochure Fee	Rs.1,000/-	At the time of purchase of Brochure
2.	Down Payment	25% of the total developed plots.	Payable in advance at the time of submission of application for allotment
3.	Rest of Amount	75% of the total developed plots.	Payable in 7 equal quarterly instalments

12. NOC's:

That party 'B' shall be responsible for securing requisite NOC'S in the name of FGEHF for start and completion of the housing scheme from the following authorities;

- Punjab Environment Department;
- Concerned Municipal Authority;
- Any other relevant authority if applicable.

However, Party 'A' shall fully facilitate with Party 'B' in this regard. Payment of fee of above mentioned NOCs shall be paid by Party 'A'

13. INFRASTRUCTURE DEVELOPMENT:

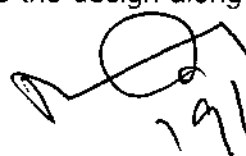
- That Party 'B' shall be obligated to undertake infrastructure development of the housing scheme as per the approved layout plan, according to local/municipal bye laws and standards of concerned development authority, parks and playgrounds, by a contractor/firm/agency of adequate financial and technical profile duly approved by the Housing Foundation in accordance with the criteria laid down in the joint venture Policy for Land Banking duly approved by the Federal Cabinet. The party 'B' shall be responsible for the following:


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- Roads, streets, footpaths, area development, landscaping, retaining walls, main entry gates, complete area fencing/wall, culverts, bridges, electrification, water supply system including water lines, sui gas lines as per approved layout plan
 - The infrastructure will also be in conformity to required parameters as notified by the concerned municipal authority.
 - Storm water disposal with required gradient as per soil condition in open Nallah shall be ensured with mechanism to stop bulk flow during heavy rain / flood season.
 - The sewerage of the scheme shall be collected in Sewerage Treatment Plant in conformity with PEPA requirements.
 - The underground electrification network with street lights from nearest grid station for the scheme shall be established through IESCO.
 - The supply of Sui Gas shall be ensured to every plot and flat.
 - Provision of water supply development/installation of tube wells and pumping stations with provision of under-ground water tank and overhead tank both with required capacity as per requirements and number of plots / flats.
 - The area for amenities shall be secured and marked for better future planning.
- The duration of the completion of the project shall be two years in case of any force majeure or any unforeseen contingency the period can be extended to 36 months, with mutual consent of both parties. The Parties agree that time shall be the essence from the signing of construction Agreement between the Parties subject to smooth operations of accounts and disbursement of money to Party "B". In this regard a construction agreement shall be executed between Party 'A' and Party 'B' before infrastructure development work. Party 'B' shall be entitled to receive 15% mobilization advance against bank guarantee.

14. PLANNING, QUALITY CONTROL AND PROJECT MANAGEMENT OF INFRASTRUCTURE WORK:

- a. A consultant shall be appointed by the party A under Public Procurement Regulatory Authority Rules, 2002 and he will be paid from FGEHF (Party 'A')'s Account. He shall approve the design along with BOQs and supervise quality


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of works and will perform the role of Resident Engineer as well as project manager, on behalf of Party A.

- b. Party A shall be obligated to authenticate and clear the bill within a2 weeks positively, subject to satisfactory report of consultant. That the charges of the consultant firm shall be borne by the project/expense account. Relevant standards of PEC & PCATP shall be strictly adhered.
- c. A standard FIDIC/PEC based Construction Agreement shall be negotiated between Party A and Party B, before the execution of development works based on standard conditions would be executed between the parties which shall govern the execution of works entrusted to the care of party B in its capacity as a contractor of Infrastructure Works.

15. ALLOTMENTS/TRANSFERS ESTATE WING OF FGEHF

- a. Party 'A' shall issue the allotment letters of residential/commercial plots in the name of members of both quotas as per its policy.
- b. The Party 'A' shall process transfer of residential/commercial plots both for general quota as well as for Federal Government Employees quota.

16. ISSUANCE OF POSSESSION LETTERS AND APPROVALS OF RESIDENTIAL AND COMMERCIAL BUILDING PLANS:

- a. The Party "A" shall be responsible for issuance of possession letters of developed residential/commercial plots of housing scheme of both the quota's.
- b. Technical wing of Party "A" shall process/approve the building plans of residential/commercial plots as per relevant byelaws.

17. PROJECT SUPERVISION:

- That a project supervisory committee comprising of 6 members (3 selected from both sides) shall be formulated under the Chairmanship of Director General (FGEHF) for policy level intervention and decisions.
- Director (Technical) and Director (Finance) shall be the permanent members on behalf of the Party A. PD (JVPs) shall be overall custodian of the relevant record of the housing scheme.


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- The CEO of "Party B" shall be responsible for day-to-day matters/affairs of the housing scheme, and shall furnish monthly progress report to project supervisory committee.
- Project Supervisory Committee can be convened at 24 hours' notice at the instance of either DG (FGEHF) or CEO of "Party B".

All decisions shall be subject to final approval of Executive Committee of Party 'A'. The

Parties are bound to follow this agreement and shall not back out from this housing scheme.

18. SERVICE/DEPARTMENTAL CHARGES AND CONSULTANCY EXPENSES

- Administrative expenses and Consultancy related expenses, on part of FGEHF shall be defrayed from the borne by FGEHF.
- Proceeds from prospective Transfer fee of the instant project, shall be reserved for the aforesaid expenses.

19. COORDINATION & COOPERATION:

In recognition of the Purpose and Standards of the relationship arising out of the agreement in hand, the Parties hereto agree to:

- a. exchange and share relevant information;
- b. provide mutual support in areas of common interest;
- c. establish a close working relationship on an equal basis through regular formal and informal communications and activities; and
- d. assist each other in matters related to and arising out of this agreement.

20. TRANSPARENCY AND ETHICAL CONSIDERATIONS:

That the Parties shall put all their energy and efforts to facilitate provision of maximum benefits to the members. No malpractice or any sort of corruption shall be permitted. Party 'B' shall furnish adequate security to Party 'A' as agreed by the Parties.


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That the Parties shall ensure that the project, its funds and resources shall be used only for the purposes agreed upon and not for political or other purposes which may damage the society.

21. PERIOD:

- Validity period of the agreement shall be two years extendable upto three years, with mutual consent of both parties, for reasons to be recorded.
- The Validity period shall be deemed to commence with effect from formal launch of the project i.e. public advertisement in newspapers or formal inauguration/ground breaking ceremony etc.

22. SECURITIES:

- Party B shall furnish 100 kanals of raw land to Party A, as Performance Security before formal launch of the Project.
- The Parties shall put all their energy and efforts with extreme zeal to facilitate provision of maximum benefits to the members.
- It is further to be ensured that logo / brand / name of FGEHF shall not be used by Party B, for the adjoining land which is not part of this agreement due to any delay from party 'A'.
- The time shall be the essence of the Agreement and in case of any delay in the development work, Party 'B' shall pay to Party 'A' Rs. 10,000/- for each day's of delay, liquidated damages provided that such failure has not been contributed to by the action of the party "B". Similarly the consultant shall be bound to give report of work done within a week time. If he fails to do so without adequate reasons party 'A' shall make penalty at the rate of Rs.10,000/- per day to party 'B'

23. MAINTENANCE / SECURITY OF THE SCHEME:

Party 'B' shall be authorized to carry out maintenance and provide other services including security in the housing scheme on behalf of Party 'A' in lieu of service charges by consultation with Party 'A'.


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24. DISPUTE SETTLEMENT MECHANISM:

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

In witness whereof the Parties hereto have reduced in writing the agreement and put their respective hands thereupon on this _____ day of _____ 2017.

Signature: _____

Muhammad Iqbal Khan Durrani
Director (Admn) /Company Secretary
FGEHF, Islamabad

CNIC No.11101-1463937-7

In the presence of:

Witness 1

Signature _____

M. Sheraz Jadoon
Partner No. 1, International Centre
For Services Exchange &
Co(ICSE)
CNIC No. 13101-4616853-5

Witness 2

Malik Zafar Abbas _____

Director Law, FGEHF, Islamabad
CNIC No. 61101-1297836-7

Witness 1

Mr. Sajjad Manzoor Asdi
Director (Coordination), FGEHF
CNIC No. _____

Tariq Mehmood-----

Managing Partner International
Centre for Services Exchange &
Co (ICSE)
CNIC No. 13302-0476620-1

Witness 2

Muhammad Atiq-ur-Rehman
S/o Muhammad Sadiq
CNIC No. 37401-9331539-5



فیصلہ:-

32۔ ایگزیکٹو کمیٹی نے جوائنٹ ایگزامینیشن سکروٹنی کمیٹی کی سفارشات کا بغور جائزہ لیا اور مندرجہ بالا ایگریمنٹ، ایویو ایشن کمیٹی، سٹیرنگ کمیٹی اور جوائنٹ ایگزامینیشن سکروٹنی کمیٹی کی سفارشات کے مطابق مرتب کیا۔

33۔ ہاؤسنگ فاؤنڈیشن کو بہارہ کہو گرین انکلیو-2 کی بابت انٹرنیشنل سنٹر فار سروسز ایکسچینج اینڈ کو کے ساتھ ایگریمنٹ کی منظوری دے دی۔

34۔ ہاؤسنگ فاؤنڈیشن کی جانب سے کمپنی سیکرٹری کو ایگریمنٹ پر دستخط کرنے کی اجازت دے دی گئی۔

ایجنڈا 3:- انٹربورڈ کمیٹی آف چیئرمین (آئی بی سی سی) کے سٹیٹس کے تعین کا

معاملہ:

35۔ انٹربورڈ کمیٹی آف چیئرمین کے چند ملازمین بشمول جناب محمد رمضان اچکزئی (چیئرمین) نے ممبر شپ فیز-2 میں رجسٹریشن کروا رکھی ہے جبکہ بالحفاظ عمر جن ممبران کے کمیسز سناریٹی کے لحاظ سے میرٹ پر تھے ان میں سے جناب رمضان اچکزئی صاحب کو کنسنٹ لیٹر بھی جاری ہو چکا ہے۔ تاہم جناب کو تاحال پی او ایل جاری نہیں ہوا ہے جس کی وجہ ادارے کا سٹیٹس کلیر نہ ہونا ہے۔

36۔ مزید برآں ایگزیکٹو کمیٹی نے 145 کے دوسری سیشن میں یہ فیصلہ کیا گیا تھا کہ اسٹیبلشمنٹ ڈویژن کے ریگولیشن ونگ سے آئی بی سی سی کا سٹیٹس دوبارہ معلوم کی جائے تاہم یہ معلوم ہوا کہ ہاؤسنگ فاؤنڈیشن نے مورخہ 19-07-2016 کو آئی بی سی سی ادارے کا سٹیٹس معلوم کرنے کیلئے اسٹیبلشمنٹ ڈویژن کے ریگولیشن ونگ کو مراسلہ ارسال کیا۔ جس کے جواب میں انہوں نے ہاؤسنگ فاؤنڈیشن کو وزارت بین الصوبائی رابطہ سے رجوع کرنے کا کہا۔ مذکورہ وزارت نے رابطہ کرنے پر اپنے لیٹر مورخہ 11 نومبر 2016 کو بیان کیا کہ آئی بی سی سی

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1972 میں ایک خود مختار ادارے کے طور پر وجود میں آئی تاہم سپریم کورٹ آف پاکستان نے اپنے ایک فیصلے کے تحت قرار دیا کہ ایسے تمام ادارے جو کہ قرارداد کے تحت قیام پزیر ہوئے اُن کو ماتحت اداروں کا سٹیٹس تصور ہو گا تاوقتیکہ بذریعہ قانون سازی وہ خود مختار ادارہ قرار دیا جائے۔ لہذا منسٹری آف ایجوکیشن نے آئی بی سی سی کو اپنا ماتحت ادارہ قرار دیا۔ مزید بیان کیا کہ چونکہ آج تک آئی بی سی سی کا سٹیٹس بطور خود مختار ادارہ قرار نہیں پایا لہذا سپریم کورٹ کے فیصلے کی روشنی میں آئی بی سی سی ابھی بھی ماتحت ادارہ ہے۔ اس سلسلے میں سٹیٹس کی مزید جانچ پڑتال کیلئے ہاؤسنگ فاؤنڈیشن نے ایک خط اسٹیبلشمنٹ ڈویژن کے ایم ایس ونگ کو بھیجا گیا۔ جس کے جواب میں ایم ایس ونگ نے اپنے ایک خط نمبر 6/3/2012-DG-II (Pt) مورخہ 22-05-2017 میں بتایا کہ آئی بی سی سی وزارت بین الصوبائی رابطہ کا ماتحت ادارہ ہے۔

فیصلہ:-

37۔ ایگزیکٹو کمیٹی نے آئی بی سی سی کو وزارت بین الصوبائی رابطہ کا ماتحت ادارہ گردانتے ہوئے ہاؤسنگ فاؤنڈیشن کے ایف جی کوٹہ میں پلاٹوں کی الاٹمنٹ کی اصولی منظوری دے دی۔

ایجنڈا:- 4 سیکٹر جی-13 اور سیکٹر جی-14 سے راستہ گزارتے ہوئے سیکٹر ایف-

14 کو کشمیر ہائی وے تک رسائی دینے کا معاملہ:

38۔ سیکرٹری کابینٹ ڈویژن کی زیر صدارت سٹیرنگ کمیٹی کے اجلاس مورخہ 16-06-2017 اور چیئرمین این ایچ اے کی زیر صدارت ان کے دفتر میں ہونے والے اجلاس مورخہ 19-06-2017 میں درج بالا معاملہ پر سیر حاصل بحث ہوئی۔ جس کے بعد یہ تجویز کیا گیا کہ ہاؤسنگ فاؤنڈیشن کے ٹیکنیکل کنسلٹنٹ کی طرف سے سیکٹر جی-13 اور سیکٹر جی-14 سے راستہ گزارتے ہوئے سیکٹر ایف-14 کو کشمیر ہائی وے تک رسائی دینے کیلئے

17/11/2017

بنائے گئے ڈیزائن کو منظوری کے لئے ایگزیکٹو کمیٹی کے سامنے پیش کیا جائے اور اس پر عملدرآمد کے لئے این ایچ اے کو 100 ملین کی رقم بطور Advance Payment دی جائے اور این ایچ اے سے درخواست کی جائے کہ وہ مکمل منصوبہ پر اٹھنے والے اخراجات کا تخمینہ بتائے تاکہ اس معاملے پر مزید پیش رفت کی جائے۔
فیصلہ:-

39- ایگزیکٹو کمیٹی نے سیکٹر جی-13 اور جی-14 کے درمیان کشمیر ہائی وے سے سیکٹر ایف-14 تک رسائی کیلئے مرتب کردہ ڈیزائن اور این ایچ اے کو 100 ملین روپے کی ادائیگی کی منظوری دے دی۔

ایجنڈا:- 5 جناب عصمت اللہ صاحب، جوائنٹ سیکریٹری، وزارتِ مکانات و تعمیرات کا بطور وائس چیئرمین، ایگزیکٹو کمیٹی مقرر کرنے کا معاملہ:

40- ایگزیکٹو کمیٹی کو بتایا جاتا ہے کہ جناب عصمت اللہ صاحب، جوائنٹ سیکریٹری، وزارتِ مکانات و تعمیرات کے عہدے پر کام کر رہے ہیں۔ چونکہ جناب جمیل احمد خان بھی جوائنٹ سیکریٹری کے عہدے پر کام کر رہے ہیں اور ساتھ ساتھ وہ ڈپٹی سیکریٹری، وزارتِ مکانات و تعمیرات کے فرائض بھی سرانجام دینے کی بابت ایگزیکٹو کمیٹی کے پہلے سے ممبر ہے۔ اسلئے جناب عصمت اللہ صاحب کو جو کہ جوائنٹ سیکریٹری، وزارتِ مکانات و تعمیرات ہیں کو ایگزیکٹو کمیٹی کا وائس چیئرمین مقرر کرنے کی سفارش کی جاتی ہے۔
فیصلہ:-

41- ایگزیکٹو کمیٹی نے درج بالا سفارش کی منظوری دے دی۔

ایگزیکٹو کمیٹی کا اجلاس شکریے کے ووٹ کے ساتھ اختتام پذیر ہوا۔

79/7/17