

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

No.11 (4)/2008-HF (A)/156

10th January, 2019.

Subject:

MINUTES OF 156h MEETING OF THE EXECUTIVE COMMITTEE OF FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION HELD ON 24-12-2018

155th meeting of the Executive Committee of Federal Government Employees Housing Foundation was held on 24-12-2018 in the Committee Room of Federal Government Employees Housing Foundation.

2.

The minutes of said meeting are enclosed for kind information \text{\lambda}ecord.

Encl:

As above

Director (Law) / Company Secretary

Distribution:-

- Dr. Imran Zeb Khan Chairman EC / Secretary, M/o Housing & Works, Islamabad.
- Mr. Seerat Asghar Retired Federal Secretary H No. 12, St No. 79, G-6/4, Isb
- Mr. Muhammad Siddique Additional Secretary, Ministry of Interior, Islamabad.
- Mr. Asmatullah Shah, Vice Chairman EC/Joint Secretary, (Estate) M/o Housing & Works, Islamabad.
- Mr. Zaigham Rizvi Ex. Chairman HBFC H No. 67, St No. 23, Khayaban-e- Badban, Defence, Phase-V, Karachi.
- Rana Muhammad Rafique Khan 11. Financial Advisor, M/o Housing & Works, Islamabad.
- Mr Muhammad Shahzad, 13. Joint Engineering Advisor, M/o Housing & Works, Islamabad.

- Mr. Abdur Rauf Chaudhary 2 Retired Federal Secretary H No. 45-C, St No. 39, I-8/2, Isb.
- Mr. Afzal Lateef Chairman, Capital Development Authority, Islamabad.
- Amir Ahmed Ali Chief Commissioner, ICT, Islamabad.
- Mr. Tariq Rashid, Managing Director, PHA Foundation, Islamabad
- Mr. Farukh Ali Mughal 10. Solicitor General, M/o Law & Justice, Room No. 343, S-Block, Pak. Secretariat, Islamabad.
- Mr. Shahid Farzand 12. Director General, Pak. PWD, Islamabad.
- Mr. Muhammad Yaseen Shar Baloch, 14. Deputy Secretary (Admn) M/o Housing & Works, Islamabad

CC:

1. P.S to Minister, Ministry of Housing & Works, Islamabad.

- S.P.S. to Director General, FGE Housing Foundation, Islamabad.
 All Directors, FGE Housing Foundation, Islamabad
- 4. AM (IT), FGE Housing Foundation.

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

Subject:-

MINUTES OF 156TH MEETING OF THE EXECUTIVE COMMITTEE OF FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION HELD ON 24TH DECEMBER, 2018.

156th meeting of the Executive Committee was held on 24th December, 2018 at 11:00 am in the Committee Room of the FGE Housing Foundation, under the chairmanship of Secretary, Ministry of Housing & Works, Islamabad. List of participants is annexed.

2. The meeting started with recitation from the Holy Quran. The Director General, FGE Housing Foundation welcomed the participants and briefed regarding the minutes of 155th meeting of Executive Committee which was held on 04-08-2018.

AGENDA ITEM NO.1:

CONFIRMATION OF THE MINUTES OF 155TH MEETING.

3. Executive Committee confirmed the minutes of 155th meeting.

AGENDA ITEM NO. 2:

FEDERAL GOVT. EMPLOYEES HOUSING SCHEME BHARA KAHU ZONE-IV ISLAMABAD- REVIEW OF CONSTRUCTION AGREEMENT BETWEEN FGEHF & M/S GREEN TREE (PVT) LTD.

- 4. Director General, FGEHF briefed that main agreement for subject scheme was drawn between M/s Green Tree (Pvt) Ltd. and FGE Housing Foundation on 01-04-2009 and an amount of Rs 1018.9 Million was paid to the M/S Green Tree (Pvt) Ltd in 2009 and Land measuring, 3150 Revenue Kanals was transferred in the name of FGE Housing Foundation.
- The Honourable Supreme Court of Pakistan took a Suo Moto notice on an newsitem appeared in the newspapers with the allegation that land was purchased by the Housing Foundation on high price. The said notice was converted into Suo Moto case bearing No.4/2011. Many hearings were held in the honourable Apex Court and finally the said suo moto case was disposed of on 27-02-2013 in favour of Housing Foundation. The operative part of the judgment of

the Supreme Court is reproduced as under:-

M/s Green Tree (Pvt.) Ltd. may undertake its commitment for observing the terms and conditions set out in the agreement including that there will be no increase in

cost escalation on any account. M/s Green Tree (Pvt.) Ltd. shall submit an affidavit in this regard to Hon: Supreme Court

ii. Payment of remaining portion of cost of land be clubbed with measurable targets to safeguard interests of F.G. Employees and Housing Foundation".

6. The Executive Committee in its 129th meeting formulated some measurable targets for release of the amount due on account of price of land. In this regard 1st installment amounting to Rs.1.2 million was paid to M/s Green on 29-8-2013 of raw land on submission of revised layout plan to CDA. However, the 2nd installment was not paid to M/s Green Tree as they did not start the development work at site. M/s Green Tree furnished a draft construction agreement wherein it was categorically mentioned that construction cost will be Rs. 2.11 billion. The working of the said amount comes to Rs.2.11 billion was based on the following formula.

I. 3000x600x4600x0.6 = Rs.4.968 billion II. 4.968-2.85 (cost of land) = Rs.2.11 billion

Subsequently M/s Green Tree took the plea that the construction cost comes to Rs.2.99 billion and

basis of the said amount formula is as under:
i. 1350 x 950000/
ii. 1650x 600x 4600/500 = Rs. 4.55 billion

iii. Cost of land Rs.1.28 billion + Rs.4.55 billion = Rs. 5.86 billion

5.86 - 2.85 = Rs. 2.99 billion

The matter remained pending in different courts and in the meanwhile NAB took the action on the pending complaint before them on the Bhara Kahu housing scheme. The matter was closed by NAB on 16-8-2018. However, in the office of NAB for execution of the project, the matter an effort was made to resolve in the form of addendum to be executed between both parties. In this regard M/s Green Tree signed an addendum and copy of same was filed in the Islamabad High Court. In the said addendum M/s Green Tree accepted that the construction cost shall be 2.99 billion. In the NAB office it was also agreed by both the parties:-

i. that M/s Green Tree shall replace the defective land measuring 700 kanals (approx) with plan land.

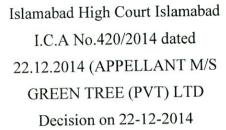
ii. M/s Green Tree shall provide green area upto 15% instead of 8% and in this regard
 j Housing Foundation shall provide them 5% commercial plot of the said additional land measuring 400 kanals.

iii. M/s Green Tree shall provide 100' access road with bridge from Angori Road to site project.

A copy of draft addendum lastly finalized in NAB office is available as annexture.

8. However various decisions were made both by Islamabad High court Islamabad as well as Supreme Court of Pakistan. A very brief extract of verdict of both august Courts is an under:

under.		
1	Suo Moto Case No.4 of 2011 CMA No.2659 of 2011 Decision on 27-2-13	I. M/s Green Tree (Pvt) Ltd may undertake its commitment for observing the terms and conditions set out in the agreement including that there will be no increase in cost escalation on any account. M/s Green Tree (Pvt) Ltd shall submit an affidavit in this regard to Hon Supreme Court. II. Payment of remaining portion of cost of land i.e clubbed with measureable targets to safeguard interest of FGE Housing Foundation
2	Supreme Court of Pakistan Suo Motu Case No.4 of 2011 dated 02- 6-2014 Criminal Original Petition 8/2014 (Petitioner Housing Foundation) Decision 2-6-14	The issue of the construction agreement was not part of the earlier proceedings in Suo Motu case No.4 of 2011. Obviously the development work cannot commence unless the agreement Witten of clause 21 is executed between the parties. The order on the basis of which the petitioner has moved this petition for contempt of Court does not cover the responsibility of the parties under Clause 21 of the agreement. This petition is misconceived, the same is therefore dismissed.
3	Islamabad High Court Islamabad Writ Petition No.501 of 2014 dated 18-6-2014 (APPLICANT /S GREEN TREE (PVT) LTD. Decision on 18-6-2014	Directions are being issued to the parties to execute construction agreement with mutual consent as observed by the Hon'ble Supreme Court of Pakistan. The parties on execution of said agreement would be bound to abide by all terms and conditions settled between the parties including making schedule of payment



In accordance with the direction of the Hon'ble Apex court dated 27.2.2013 I n letter and spirit by following with terms and conditions set out in the agreement dated 01.04.2009, therefore the respondents are under obligation to make payment with mark-up.

PRESENT STATUS OF LAND IS AS UNDER:

- i. 3000 Kanal (One Kanal = 600 Sq.Yds)Land @ 950000/kanal was to be provided as per agreement
- ii. The M/S Green Tree Pvt Ltd planned 3268 plots of various sizes on 3000 Kanals
- iii. After approval of Layout Plan by CDA, M/s NESPAK during vetting of the planning/design at a later stage, pointed out that the Planning is not up to the mark and as a result 700 Kanal of land (approx) have to be interchanged. Till date only 34 kanal of land have been exchanged.
- iv. CDA amended its regulations & increased percentage of green area from 8% to 15%. As such requirement of land increased from 3000 kanals to 3375 kanals.
- v. At this stage total 3153 revenue kanals of land stood transferred in the name of FGE Housing Foundation.
- vi. Additional Land measuring 222 kanal still to be provided by M/S Green Tree Pvt Ltd.
- vii. For proper access to the site 59 Kanal & 5 Marlas(25 K +26 K + 8 K 5 M) have also been transferred in the name of FGE Housing Foundation in October 2018. As earlier there was no proper access to the site.
- 9. The development cost 2.3 M/kanal of development land (55% of total land) comes out $1650 \times 600 \times 4600 / 1000000 = 4554$ Million. The M/S Green Tree Pvt Ltd has been of the view that the development cost should be as per prevailing market rates due to the fact that the rates in the year 2009 are not workable at all.
- 10. Whereas para (2) The party of the First Part has offered for sale "Raw Land" measuring 3000-Kanals in a compact black free from all encumbrance, mortgages, charges liens and disputes of all kinds, and party of the second Part has agreed to purchase the same at the mutually settled price of Rupees Nine Lac and Fifty Thousand (RS 9.50,000/=) Per Kanal. This price shall be applicable to the entire 3000-kanals of land.

Whereas para (12) The price of the developed 55% land in the shape of plots, residential as well as commercial, has been mutually agreed by the parties at Rupees Twenty Three

Lac (Rs 23,00,000/-) per kanal (Rupees Four Thousand Six Hundred) (Rs 4,6000/-) per Square Yard). The price shall be applicable to all the residential / commercial developed plots.

Whereas para 19 of the agreement (copy of agreement "since the amounts of Rs 9,50,000/- and Rs 23,00,000/- have been fixed after deliberation and taking into consideration all the pros and cons of the matters relevant to the performance of the obligations under this Agreement, party of the first Part shall not be entitled to claim escalation therein on any ground whatsoever"

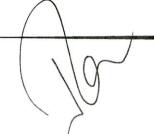
- And as per Para 21, of the agreement which states that "Before the execution of development works are taken in hand a comprehensive contract document based of standard conditions would be executed between the parties which shall govern the execution of works entrusted to the care of party of the First Part in its capacity as a contractor".
- The Executive Committee deliberated that now, when land for access road has been 14. transferred in the name of FGE Housing Foundation and M/S Green Tree Ltd Pvt intends to start construction work. The matter of cost of construction/development is to be resolved in the best interest of the allottees. Detail deliberations are required as FGE Housing Foundation & M/S Green Tree Pvt Ltd have derived different meanings from agreement drawn in 2009 about development cost. FGE Housing Foundation stands with the verdict on 27-2-13 of Honorable Court in Suo-Moto Case No.4 of 2011 in CMA No.2659 of 2011. On the basis of the cost of developed plot to be paid by the allottees of one kanal was worked and as 2.99 million and for other size of plots cost were fixed and schedule of payment of tentative was prepared. Whereas, M/s Green Tree Pvt Ltd is of the view that Supreme Court of Pakistan Suo Motu Case No.4 of 2011 dated 02-6-2014 Criminal Original Petition 8/2014 has declared that the issue of the construction agreement was not part of the earlier proceedings in Suo Motu case No.4 of 2011. Obviously the development work cannot commence unless the agreement Witten of clause 21 is executed between the parties. Therefore, M/S Green Tree Pvt Ltd is with the contention that since agreement wasn't signed in 2009, therefore it should be as per prevailing rates besides making escalation as part of construction agreement.
- In the light judgment of the Supreme Court latest order dated 2-6-2014 following prepositions were considered by the Executive Committee for cost of raw land & infrastructure development cost as per agreement drawn in 2009 and M/S Green Tree Pvt Ltd (as per recast estimate in 2018, is as under:

As per Agre	As Per contention of M/S Green Tree (Pvt) Ltd	
1	2	3
As per the then understanding	As per Understanding from certain clauses	The cost of land & construction as
of FGE Housing Foundation &	of agreement that Rs 4600/ Sq.Yd is	per prevailing market rates
allotment letter issued to	development cost in addition to cost of raw	
prospective allottees.	land	
Cost of Land and development	cost of Land 0.95 M/Kanal	Cost of Land = 0.95 M/Kanal 2850
based on which payment of	0.095 x 3000 = 2850 (A)	M (A)
schedule was issued.	Cost of development = 2.3 M/Kanal or	Cost of Development as per latest
i) 1650 x 0.95 = 2850 M	4600/Sq.Yd	marked rates based onNHA SCR
(a)	= 1650 x 600= 990000 Total Sq.Yards	2014 + 15% above& MES 2014 +
ii) <u>1650x600x4600</u> =4554.99M	Cost per Sq.Yard@4600/Sq.Yd	20% above = 5558.98M (B)
500	880000x4600=4554M(B) 1000000	Total (A + B)
1650 x 0.95 =	Total (A+B) 7404 M	8538.98 M
<u>1567.5</u>		
2987.5 (b)		
Total A + B = 5867.75 M		

16. The August forum was requested to peruse the proposals for the construction agreement in the light of decisions of Honorable Courts to proceed further toward construction agreement with the developer.

DECISION:-

- 17. The Executive Committee decided that the payment of Rs. 911 millions which is pending with FGEHF, regarding the 3000 kanals land already mutated in favour of FGEHF by M/s Green Tree (Pvt.) Ltd. will be released on pro-rata basis in three phases on Intigale-Tabadla of land in exchange of 700 kanals of land declared unsuitable for scheme by the NESPAK upon the transfer of fresh 222 kanals of land to satisfying the requirements of CDA by laws
- 18. M/s Green Tree, NESPAK and Technical Wing of Housing Foundation to prepare Revised Layout Plan (LOP) as per land (including 700 kanals exchanged plus 222 kanals fresh land) within 15 days and be submitted to CDA for conceptual approval to proceed further.



19. Cost estimate/BOQs be worked out afresh on the prevalent market rates once revised LOP is conceptually approved by the CDA and be made part of the Construction Agreement.

AGENDA ITEM NO. 3:

REHABILITATION AND DEVELOPMENT WORK OF SECTOR G-13.

- Director General, FGEHF, presented a brief of the work awarded and explained the committee about variation in quantities of certain items. He informed that upto 12th IPC, an aggregate variation of Rs. 169.9 million in the total contract price of Rs. 946 million had been experienced. Director Technical informed the participants that there may be further increase of Rs. 315 million approximately in some of the quantities for completion of the project.
- 21. While giving the background, Director General briefed the committee that original PC-I for Rehabilitation & Development work of sector G-13 Islamabad was approved by DWP on 05-01-2016 for Rs. 1763 Million. The work was awarded for following sub heads with the contract awarded of Rs.946 million. Work was commenced by the contractor, however consultant was engaged subsequently after visualizing actual site condition of the roads. The consultant designed pavement as per sub soil strata and anticipated vehicle loads, resultantly quantities of certain items increased remarkably. The Housing Foundation prepared revised PC-I by incorporating variation in quantities as well as anticipated price adjustment in the cost of material and labour. The DWP discussed the PC-I in its meetings held on 06-7-2018 and 18-7-2018. But the revised PC-I could not be approved with following observations of DWP:-

"It is proposed that Director General, Housing Foundation may be asked to go ahead toward completion of the onward contract & variation statement be approved by Housing Foundation itself, if any.

- Engr estimate be got prepared for all remaining sub heads.
- Assurance be given that cost will not be increased from that of engineer estimates for all remaining sub heads of PC-I.
- Cost estimate of STPs be prepared as per present market rates as it was / is not
 possible to construct STPs with the cost accounted for in original PC-I rather it
 doubles/triples the cost. Perhaps the cost accounted for in original PC-I was that a
 oxidation ponds. The consultant to ensure present cost of STPs their location etc in
 revised PC-I.
- Housing Foundation is therefore requested to submit revised PC-I after fulfilling above mentioned requirements for consideration of DWP i.e. within two months time."

- However Technical Committee comprising of JEA, M/o Housing & Works, Director General, Pak. PWD and Technical Advisor, FGEHF discussed and their viewpoint is also reproduced as under:
 - i. The revised PC-I does not have firm quantities and firm rates. All items must be rechecked. Revision of PC-I was agreed in principle.
 - ii. In earlier original PC-I, designs of different components were carried out after approval of PC-I as well as award of work. The same may not be repeated again. Housing foundation would furnish a certificate that there will be no further increase in the quantities of items of work.
 - iii. As per general practice the employer approves any variation / substitution. The Director General may approve justified and legitimate variations as employer party as per contract agreement.
 - iv. The work may be resumed and all legitimate payments be made as per rules. FGEHF would remove all bottleneck, resolve all issues and would improve progress of work as per mandate of Foundation.
 - v. The person holding technical positions lacks competency, required qualification and legal official capacity to technically sanction estimates. FGEHF may arrange technical workforce to undertake construction work as per Pakistan Engineering Council byelaws having relevant qualification/capacity to resolve the bottlenecks.
 - vi. FGEHF may seek engineering advice from Joint Engineering Advisor and financial advice from Financial Advisor of Ministry or representative of Pak. PWD and M/o Planning, Development and Reforms as and when required.
 - vii. Director General FGEHF will take appropriate action for technical sanction of cost estimates.
 - viii. After consultation with M/o Planning, Development and Reforms, FGEHF has to substantiate that which forum (DWP or Executive Committee) is competent forum for approving revised PC-I. The Deputy Chief M/o Planning, Development and Reforms questioned the legal capacity/ competency of DWP forum for approving revised PC-I. He needed documentary evidence from Foundation.

Regarding approval of revised PC-I, Chair agreed and emphasized need of approval of PC-I and it was decided that Director General Pak. PWD, Joint Engineering Advisor and Technical Advisor FGEHF will convene meeting in the office of the JEA about the technical aspects of the project/PC-I to resolve outstanding issues enabling approval of PC-I.

DECISION:-

ix.

23. In view of the fact that contractor had stopped work at the site due to non payment, for payment upto 12th IPC for resumption of work at site the Executive Committee while desiring resumption / continuation of work at site decided unanimously that Housing Foundation should go ahead in respect of approval of variation statement as per rules and complete the project in all respects. Regarding remaining sub heads of approved PC-I, it was

agreed that revised PC-I should be prepared after incorporating all variation items and the revised PC-I should be presented before DWP for approval.

AGENDA ITEM NO. 4:

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<u>INFRASTRUCTURE</u> <u>DEVELOPMENT</u> <u>WORK</u> <u>OF</u> <u>SECTOR</u> <u>G-14/2,3</u> <u>ISLAMABAD.</u>

- 24. Director General explained in detail about present status of the project including variation in quantities of items. The Committee while desiring continuation of work observed that Housing Foundation should approve such variation at its own level as per rules and complete the project at the earliest as all allottees were approaching the Ministry on daily basis for early handing over possession of developed plots.
- Further, the issue of payment to the contractor against price adjustment was discussed at length. Director General briefed that payment against price adjustment could not be made due to unilateral decision taken be the Executive Committee in its 132nd meeting held on 08-01-2015 to the effect that "there shall be no escalation/variation in cost during the extended period of contract as per clause 70.1 of the Contract Agreement". It was informed to the Executive Committee that delay in project was caused primarily due to inability of acquisition authorities to transfer possession of project site on account of heavy built up property. It was further informed that such delay could not be attributed to the contractor and due to non payment, contractor had stopped work at site. It was explained that such decision was also contrary to the contents of clause 70.1 i.e. the price adjustment clause which was part of the original agreement.

DECISION:-

- 26. The Executive Committee principally agreed with the variation in quantities and the Chair emphasized that Housing Foundation itself approve such statements as per rules and procedures and complete the project.
- 27. The Executive Committee further unanimously agreed that terms and conditions of original agreement could not be changed unilaterally either by contractor or the FGEHF & FGE Housing Foundation shall go ahead as per contract agreement. The erstwhile decision of 132nd meeting was recalled to the extent of non escalation/variation in cost.



AGENDA ITEM NO. 5:

MATTER OF RESOLUTION PASSED BY SCBA REGARDING PARK ROAD SCHEME.

- Director General, FGEHF briefed that Phase-X of the Housing Scheme at Park Road was launched on parity basis for the members of Supreme Court Bar Association and Federal Govt. Employees and others. As per practice and terms and conditions of the Housing Foundation schemes only one allotment of plot can be made except the case of P.M Package for BPS-22 Officer of Cat-I.
- Director General, further briefed that Supreme Court Bar Association of Pakistan has informed vide letter dated 18th September, 2018 that SCBAP in its 19th Executive Committee dated 20-08-2017 unanimously resolved through circular that the condition of the allotment of plot/house by CDA/PHA/FGEHF or any Govt. Agency mentioned in SCBAP Membership Form will not be applicable on the Members of SCBAP since this Scheme is a joint venture between SCBAP and FGEHF and such condition has no binding on the entitlement of plots of the respected members of SCBAP. Besides, the said Scheme is not the regular Quota Scheme of FGEHF and respected Members are excluded from any such condition in view of the Orders passed by Hon'able Supreme Court of Pakistan from time to time.

DECISION:-

30. Executive Committee agreed with the contention of SCBAP and directed that Housing Foundation should go with the resolution of SCBA in Park Road scheme.

AGENDA ITEM NO. 6:

ALLOTMENT OF CAT-I PLOT IN PARK ROAD SCHEME IN LIEU OF PLOT IN F-14/15.

Director Estate, FGEHF, briefed the committee that Mr. Khalid Khattak, a BS-22 retired Officer of Foreign Service of Pakistan was initially allotted a plot in Sector G-13 under Prime Minister's Package Scheme for BS-22 officers on 19-11-2009. The said plot was a created plot and creation of new plots in Sector G-13 was declared null and void by the Supreme Court of Pakistan due to which possession of the said plot could not handed over to him. His case was lying pending as a Liability Case alongwith other 20 cases of the same Scheme.

- 32. Subsequently, FGE Housing Foundation launched its Housing Scheme, Phase-III Sector F-14/15 in 2015 for Federal Government Employees. As per Summary approved by the Prime Minister, the liability cases were also accommodated in Sector F-14/15. Hence, he was provisionally offered an alternate plot in Sector F-14/15 as a Liability Case.
- 33. After the dismissal of ICA filed by the FGE Housing Foundation in Islamabad High Court against decision of Sector F-14/15, Mr. Khalid Khattak has submitted an application requesting for allotment of plot in Park Road Scheme instead of F-14/15 as he has already waited for too long for materialization of his allotment. The case is submitted before Executive Committee for consideration and decision please.

DECISION:

34. The Executive Committee directed that since the litigation matter of Sector F-14/15 has been solved therefore the allotment of Sector F-14/15 in respect of Mr. Khalid Khattak be processed accordingly.

AGENDA ITEM NO. 7:

ISSUE REGARDING REFUND OF DEPOSITED AMOUNT TO THOSE MEMBERS WHO CONCEALED EARLIER ALLOTMENT OF PLOT.

- 35. Director General, FGEHF briefed that a few cases have been found through cross checking and scrutiny of membership forms, who were already allotted plots from FGE Housing Foundation or other Government agencies etc and their cases are also likely to mature against F-14/15 housing scheme. Their allotments have been cancelled. Most of them are old retirees who were allottees in previous phases. They were served Show Cause Notices. Most of them admit and regret for unwilling mistake and request for refund of their deposited amount.
- 36. It is pertinent to mention that vide column No. 31 of membership form, all the members have certified that they have not been allotted a plot / house / apartment by CDA / PHA / FGEHF or any Govt. Agency, in Islamabad. They have also certified that if the information provided is found false at any subsequent stage the amount deposited to FGEHF may be forfeited by Housing Foundation.

DECISION:

37. The Executive Committee directed that the matter should be solved as per general policy of FGEHF and approved terms & conditions of the said scheme on case to case basis.

AGENDA ITEM NO. 8:

CONSIDERATION OF CURRENT CHARGE SERVICE AT THE TIME OF MEMBERSHIP REGISTRATION BUT AFTER FEW DAYS PROMOTED ON REGULAR BASIS WITHIN DUE DATE OF MEMBERSHIP DRIVE PHASE-II (F-14/F-15) HOUSING SCHEME.

38. The agenda was deferred.

AGENDA ITEM NO. 9:

ALLOCATION OF QUOTA FOR EMPLOYEES OF GILGIT-BALTISTAN IN VARIOUS SCHEMES OF FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION.

39. The agenda was deferred.

AGENDA ITEM NO. 10:

MATTER OF RESTORATION OF RESERVED QUOTA OF EMPLOYEES OF LAHORE HIGH COURT, RAWALPINDI BENCH.

40. The said agenda was not discussed.

AGENDA ITEM NO. 11:

FEDERAL GOVERNMENT EMPLOYEES HOUSING SCHEME ON OWNERSHIP BASIS PHASE-X (PARK ROAD AT ISLAMABAD)
MR. FARRUKH NASEEM AKHTAR NAIK, EX-DIRECTOR (BS-20) NAB LAHORE.

Reference preceding para's 1-5/N. Mr. Farrukh Naseem Akhtar Naik, Director Investigation National Accountability Bureau (NAB) applied in phase-II membership drive on 13-04-2017 for allotment of category-I plot. He has mentioned regular BPS-20 at the time of applying in the scheme. Accordingly he was issued consent letter of category-I plot on 06-09-2017. A confirmation of service particulars letter was issued to National Accountability Bureau (NAB) for verification of antecedent of application form. In reply of this letter department has confirmed

that regular pay scale of Mr. Farrukh Naseem Akhtar Naik as (BS-20) along with promotion notification.

After examining the promotion notification (copy attached) his promotion in BPS-20 was on acting charge basis and not regular basis on membership date i.e 13-04-2017 and the said facts has also verified by NAB. As per terms and condition of the scheme applicants holding regular BPS (20-22) on the applied date of membership are eligible for allotment of Cat-I plot.

As per 142nd Executive Committee decision officer holding BS-20 on acting charge basis are eligible for allotment subject to the condition that the officer shall be promoted on the regular basis in the next upcoming CSB. Since Mr. Farrukh Naseem Akhtar retired from service. The officers retired from the service in BPS-20 on acting charge basis. Therefore the case is placed before the EC for decision regarding eligibility of the applicant.

DECISION:-

- 45. The Executive Committee directed to seek advice of Establishment Division through a reference in respect of Mr. Farrukh Naseem Akhtar who stood retired while on Acting Charge basis.
- 46. Further ,the Executive Committee, extended, across the board to all, its decision made in 142nd Executive Committee regarding eligibility of allotment of officers holding acting charge subject to the condition that the officer shall be promoted on the regular basis in the next upcoming CSB, to all such cases where the allottees have been holding acting charge on recommendations of their respective competent promotion Committees/Boards.

AGENDA ITEM NO. 12:

RATIFACATION OF PAYMENT MADE TO LAND ACQUISITION COLLECTOR REGARDING ACQUISITION OF LAND OF TAMMA MOHRIAN, PARK ROAD.

Director General, FGEHF informed the Committee that in light of Contempt of court Case No. Crl.O.P.166/2018 as in continuation of Contempt of Court Petition No. Crl.O.P.41/2017 and Crl.O.P.7/2016 titled Supreme Court Bar Association of Pakistan V/s Mr. Waqas Ali Mehmood regarding for release of funds to complete the Supreme Court Bar Association Complex & Purchasing land for supreme Court Bar Association Cooperative Housing Society fixed on 13th December, 2018, the FGE Housing Foundation has released an amount of Rs. 5.1 Billion as matching grant to Additional Deputy Commissioner (Revenue), LAC, ICT, on

account of Acquisition of land of Tamma Mohrian, Park Road, Islamabad vide Cheque No. 00847566 Dated 7th December, 2018 and vide Cheque No. 00847567 Dated 12th December, 2018 mounting to Rs. 2.0 Billion Rs. 3.1 Billion respectively.

DECISION:-

48. Executive Committee unanimously approved the transfer of funds to LAC for acquisition of land of Tamma Mohrian, Park Road.

AGENDA ITEM NO. 13:

UPGRADATION OF MEMBERSHIP DRIVE PHASE-II TILL 31ST DECEMBER, 2018.

- Director General, FGEHF stated that several applications of FG Employees have been received wherein they are humbly requesting for permission to upgrade their category in Membership Drive Phase-II.
- 50. Keeping in view it is apprised that extension of upgradation of Category in membership Drive-II may be allowed till 31st Dec, 2018.

DECISION:-

51. Executive Committee approved the extension of upgradation of Category in membership Drive-II-till 31st December, 2018.

AGENDA ITEM NO. 14:

UPGRADATION OF MEMBERSHIP DRIVE PHASE-I, GREEN ENCLAVE-II.

- 52. Director General, FGEHF apprised that several applications of FG Employees have been received wherein they are humbly requesting for upgradation of their category in Membership Drive-I, Green Enclave-II.
- Keeping in view it is apprised that upgradation of Category in membership Drive-I (Green Enclave-II) may be allowed without ending date as the member upgrading the category will provide an affidavit showing his consent for losing his seniority and placing at the bottom of next category.

DECISION:-

54. Executive Committee approved the extension of upgradation of Category in membership Drive-I, Green Enclave-II without closing date till launching of the project.

AGENDA ITEM NO. 15:

APPROVAL OF ENGAGEMENT/FEE FOR JUSTICE(R) MANSOOR AHMED KHAN, COUNSEL F-14/15 CASE.

- Director General, FGEHF informed the committee that FGE Housing Foundation launched Phase-VII housing scheme regarding F-14/ F-15 for allotment of plots to registered members of membership drive Phase-II. Some locals of the area filed writ petitions in the Islamabad High Court Islamabad by challenging the Award of Land and Notification U/s 4 of Land Acquisition Act 1894 of the said scheme. The High Court set aside the award and notification issued by the LAC of the said scheme. The Housing Foundation filed an Intra Court appeals by challenging the Award same were also dismissed.
- The Housing Foundation filed CPLAs in the Supreme Court of Pakistan by challenging the judgments of the Islamabad High Court Islamabad. Mr. Makhdoom Ali Khan, Advocate Supreme Court of Pakistan was engaged as pro-bono and his Associates Mr. Khurram M Hashmi and Mr. Saad Hashmi were engaged by paying him professional fee amounting to Rs.3.3 million.
- The said CPLAs were fixed on 06-12-2018 and Mr. Makhdoom Ali was contacted for appearance in the Supreme Court of Pakistan. His associates were informed that he is busy in other assignment, therefore, he could not appear on the said date. Due to importance of the case Director General and Director (Law) contacted Justice (R) Mansoor Ahmed as he was known to the facts of the case. He appeared on behalf of FGEHF whereby the impugned judgments were suspended and leave to appeal was granted.

DECISION:-

58. Executive Committee unanimously approved the engagement of Justice (R) Mansoor Ahmed Khan as Counsel of FGEHF alongwith Mr Makhdoom Ali Khan.



AGENDA ITEM NO. 16:

CONSIDERATION OF APPOINTMENT OF COMPANY SECRETARY.

59. Director General, FGEHF briefed the committee that appointment of Company Secretary is a statutory requirement under the Companies Act, 2017. After the superannuation of Mr. Malik Zafar Abbas, Ex-Director Law, Ex-Company Secretary of the Federal Govt. Employees Housing Foundation. It is proposed that Ms. Rabia Aurangzeb, Director Law, (additional charge) may be appointed as Company Secretary of the Foundation, in addition to her duties as Director Law, with immediate effect. She shall be responsible to handle all the responsibilities of the Company Secretary of the FGE Housing Foundation as per provisions of Security Exchange Commission of Pakistan

DECISION:-

as following:-

i.

60. The Executive Committee approved the appointment of Ms. Rabia Aurangzeb, Director (Law) as Company Secretary.

AGENDA ITEM NO. 17:

CONDITIONAL TRANSFER/NOCS OF PLOTS WHERE THERE IS NO RESTRAINING ORDER/ STATUS QUO OR IN VARIOUS HOUSING SCHEMES OF THE HOUSING FOUNDATION.

- Director General, informed that the Executive Committee in its 101st meeting was approved conditional transfer of plots where there is no restraining order from the competent court of law.
- or issuing of NOC where there is no restraining order. Now it has been learnt that due to conditional transfer of plots litigations are increasing day by day. Further on disposal of the court cases between the parties or those cases where the Housing Foundation is direct party and also those cases where the last purchaser of the plots are not party in the litigations between the parties are pressing hard for further transfer of their plot or grant of NOC for construction of houses and delivery of possession of their plots. In this regard the guidance of the Board of Director is required
 - Whether the Housing Foundation can transfer of plots where there is no restraining order / stay order or court directions to the contrary for such transfer of title conditionally subject to final out come of titled court case by obtaining affidavit.

- ii. Whether the Housing Foundation can transfer of plot on disposal of court case of plots or may wait appeal time.
- 63. It is further submitted that, CDA has abolished the practice of conditional transfer of plots due to litigation issues.

DECISION:-

64. The Executive Committee directed that when there is a explicit restraining order no transfer shall be allowed. However, during a pendency of a case in the court one time conditional transfer be allowed subject to submission of an affidavit by both the parties whereby affirming that the transfer is at the risk at the cost of the parties and Housing Foundation shall bear no cost at the outcome of the case. Regarding issuance of NOC the Technical Wing is directed to submit the case separately in the next EC meeting.

AGENDA ITEM NO. 18:

CREATION OF THE POST OF DEPUTY DIRECTOR GENERAL (BS-19/20) AT FGE HOUSING FOUNDATION.

- 65. The work load / responsibilities of Director General, Housing Foundation are increasing day by day and is not possible for him to deal with all the matters lonely. Therefore, a post of Deputy Director General (BS-19/20) on regular basis is to be created at FGE Housing Foundation for handling the burden of Director General.
- The officer will responsible to deal with the official matters of Administration Wing, Security Wing, Law Wing and Coordination Wing and will have the full authority by Director General. The post should be filled 100% by direct appointment / transfer.
- Programme by the Prime Minister, the Director General Housing Foundation also has to act as Secretary to the Housing Task Force to implement the 5 million housing project, which in itself is an independent assignment. Therefore, there it may be in the public interest to create an independent post of Additional Director General to share the work load of the Director General, FGEHF.

DECISION:-

Executive Committee approved creation of a post of Additional Director General (BS-19/20) with the directions that a full fledge proposal be initiated and be referred to HR Committee of FGEHF to assess further HR requirements enabling FGEHF to deliver its future projects.

AGENDA ITEM NO. 19:

CONTRACT APPOINTMENTS & EXTENSIONS

- Mr. Wajid Ali Shah, Technical Consultant (E/M) has written to the Secretary, Housing & Works that he was serving as Technical Consultant (E/M) on contract basis at FGEHF w.e.f 13-05-2016 and working with full dedication & expertise. Due to satisfactory performance his contract was granted extension twice. His contract was due to be extended w.e.f 12th August 2018 & hence Technical Director gave an endorsement of Extension for further period due to lack of graduate engineers in the FGEHF, however further extension was not granted to him on the grounds that the appointment letter has no provision of for extension in the contract.
- 70. Service Rules of FGEHF at Clause 22 while covering appointment on contract state that foundation may appoint expert for performing special responsibilities on contract basis for an **initial period** not exceeding one year subject to the conditions as may be approved by the board in individual cases.

DECISION:-

71. Executive Committee directed to re-advertise the post of Technical Consultant (E/M) for fresh appointment.

AGENDA ITEM NO. 20:

EXECUTION OF CARLTON HOTEL PROJECT BY FEDERAL GOVERNMENT EMPLOYEES HOUSING FOUNDATION.

72. It is stated that a letter was received from M/o Housing & Works regarding observations raised by the then Secretary M/o Housing & Works vide letter No. SPS/Secy(H&W)/2/2017 dated 03-11-2017 on the subject noted above, which was not been properly addressed.

DECISION:-

73. The Executive Committee directed that this matter be resolved with Ministry of Housing & Works.

AGENDA ITEM NO. 21:

CASE OF MR. ABDUL BASIT, ASSISTANT DIRECTOR (BS-17) FOR FIXATION OF HIS SENIORITY AS PER RECOMMENDATION OF CABINET SUB-COMMITTEE, ESTABLISHMENT DIVISION AS ON 10-12-2007.

- The case of Mr. Abadul Basit, Assistant Director (BS-17) for fixation of his seniority as per recommendation of Cabinet Sub-Committee, Establishment Division was placed in the Executive Committee. Wherein, it was stated that the services of Mr. Abdul Basit is regularized through Cabinet Sub-Committee, Establishment Division held on 31-05-2012 and Cabinet Sub-Committee regularized the services of Mr. Abdul Basit as on 10-12-2007 mentioned in minutes (. Due to non availability of any vacant post of Assistant Director in NHA, that's why the services of Mr. Abdul Basit transferred to FGE Housing Foundation as on 11-02-2013.
- 75. In this regard, a decision of Federal Services Tribunal regarding seniority of transferred of person:-

"when a person is compulsory transferred to another office as a result of conscription or alongwith post and his work, he should be allowed to count his previous continuous service in the grade toward seniority in that grade in the new office".

76. The matter was placed in the HR Committee of Housing Foundation wherein it was decided that the same may be sent to Establishment Division for their recommendation about fixation of seniority. In continuation to this, the Establishment Division advised that "it is the responsibility of Department Authority".

DECISION:-

- 77. The said matter was referred to HR committee for deliberation and to give proper audience to all the affectees Assistant Directors. Further, all concerned Directors will also be included in HR Committee for this case as under:
 - i. Mr. Sajid Manzoor Asadi, Direcoter Admn
 - ii. Mr. Saeed Ramzan, Director Estate-I,
 - iii. Mr. Alif Jan Afridi, Director (Finance)
 - iv. Syed Kazim Abbas, Director (Estate-II).



ADDITIONAL AGENDA ITEM NO. 01:

<u>JOINT VENTURE AGREEMENT FGEHF - KS BUILDERS - TRANSFER</u> OF LAND OF ACCESS.

- 78. It is briefed that in response to letter dated 18-07-2018 and in pursuance of the meeting of Executive Committee, M/s K.S. Developers be directed through a NOTICE to proceed as under:
 - i. An area measuring 2500 kanals approximately of raw land in compact piece (hereinafter referred to as the project site) @ Rs. 4.10 lac per revenue kanal (as determined by the Valuator in pursuance of the stipulations contained in the JV policy duly approved by the Federal Cabinet) Mouza Moorat, Tehsil Fateh Jang, District Attock along with 100 feet dedicated access from the project site leading to Girja road near Thallian Interchange, M-2, measuring approximately 109 kanals of raw land (as per actual price assessment by independent valuator registered with State Bank of Pakistan), may be transferred in the name of FGEHF subject to:-
 - Retention of 25% aggregate payment (both for 2500-106 kanals) as collateral by the FGEHF.
 - b. Empirical Evidence must be provided for as per actual consideration of the transfer of land vide valid Agreement / Bank Transactions and all taxes must be payable according to the actual consideration.
 - c. Land shall be transferred under the auspices of the good offices of DC Rawalpindi, through a committee to be headed by the Assistant Commissioner and consisting of Tehsildar (RO), Girdawar and concerned Patwari inter alia with the following TORs.
 - i. Title of land must be clear of all legal encumbrances.
 - ii. The land constituting the project site must be in compact piece.
 - iii. The land to be transferred for 100 feet access road must emanate from Grija Road and culminate in project site.
 - iv. The possession of land to be transferred must conform to the title of land under transfer



- d. 25% collateral retained by FGEHF shall be released upon physically transfer of real right of way through dozers.
- e. The payment will be made on the spot at the time of execution of mutation for which cheque to be prepared before hand and shared with him.
- f. Offer letter in favour of K/S builders, corresponding to his share of residential / commercial plots of mutated land be handed over at the time of execution of transfer.

DECISION:-

- 83. Executive Committee directed that a 1 month time notice sent to M/s K.S. Developers regarding above noted matters. It was also directed that a letter be forwarded to PAC to take-up the matter on priority basis.
- 84. Executive Committee further directed to issue similar NOTICE to M/s ICSE, JV Partner in Murree Expressway Scheme (Green Enclave-II) for transfer of land and further process.

ADDITIONAL AGENDA ITEM NO. 02:

CONVERSION OF TWELVE RESIDENTIAL PLOTS INTO COMMERCIAL PLOTS.

- B5. Director General, FGEHF briefed the Housing Foundation launched Phase-III Housing Scheme in the year 1996 in Sector G-13 & G-14/4, Islamabad. Accordingly 7,448 residential and 54 commercial plots have been allotted to the successful applicants and allotment letters were issued in the year 2002 & 2008-2012 respectively. The possession of residential and commercial plots of Phase-III is being handed over to the allottees since 2008.
- 86. Later on some plots were created by CDA and allotted to the applicants by FGEHF as per the policy / rule in vogue. Whereas, twelve commercial plots were converted into residential plots on the request of cabinet division and subsequently, the plots were allotted to eight members of Executive Committee of Housing Foundation and four other applicants of serving quota. Four out of eight members of Executive Committee and one allottee out of five allottees of serving quota have sold their plots to bonafide purchasers in the open market and four retained the ownership of allotment of their plots.
- 87. On 12-10-2013 the Prime Minister's office issued directives to cancel the plots allotted to Members of Executive Committee of Housing Foundation on the plea that plots allotted in

violation of the criteria set out in terms of Clause 3 read with Clause 4 of the Memorandum and Articles of Association. The PM office further directed Housing Foundation to cancel the allotment of allottees ab-initio and assume possession with immediate effect and recover the current market price of the plot / property in cases where the plots were transferred.

- 88. In compliance to the directives of PM office, Housing Foundation cancelled the allotments and cancellation letters and notices served to the allottees and transferees on their addresses. The effectees challenged the said decision in Islamabad High court.
- 89. Thereupon, Housing Foundation placed the matter before the Executive Committee in its 136th meeting and the committee constituted a five members committee to examine the matter and submit its report in the upcoming meeting. Accordingly, the committee presented its report before the Executive Committee in its 140th meeting and the same was approved by the Executive Committee. The decisions of 136th & 140th meetings of Executive Committee were conveyed to the honorable Islamabad High Court. On 21-02-2017, the Islamabad High Court directed Housing Foundation to implement the decisions of Executive Committee within six months. As the matter was of technical matter, therefore, could not be finalized within the time fixed by Honourable Islamabad High Court.
- 90. The matter was again taken up before the Executive Committee in its 154th meeting and the EC taken the following decisions:
 - a). Revert 12 residential plots in Sector G-13 Markaz into Commercial plots.
 - b). Cancel plots allotted to members of Executive Committee in the light of decision of Prime Minister.
 - c). Examine the eligibility as FG employee of the all allottees to whom allotment was made as EC member to determine their seniority on notional basis and present comprehensive report in the next meeting giving full facts about eligibility, seniority, possession or otherwise of plot etc.
- 91. Thereafter, the EC of Housing Foundation in its 155th meeting unanimously taken the following decisions which are reproduced as under:
 - a). Revert 12 residential plots in Sector G-13 Markaz into Commercial plots.
 - b). Cancel plots allotted to members of Executive Committee in the light of decision of Prime Minister.
 - c). Examine the eligibility as FG employee of the all allottees to whom allotment was made as EC member to determine their seniority on notional basis, irrespective of the fact that whether they had applied or not and present comprehensive report in the next meeting giving full facts about eligibility, seniority, possession or otherwise of plot etc.
 - d). The allottees to whom allotment was made will provide an affidavit submitting that they will withdraw the litigation pending in the court and agree to the above arrangement.



- 92. In pursuance to the decision 155th meeting of Executive Committee of Housing Foundation, a meeting was held in the office of Secretary / CEO-HF, Ministry of Housing & Orks on 13-11-2018 at 02:30 pm, wherein it was decided to place all facts and history of the case before Executive Committee for a fresh decision.
 - 93. The report of Director Technical, Housing Foundation regarding assessment of market value of the plots is placed.

DECISION:-

- 94. Executive Committee decided that the plots which were allotted to the members of Executive Committee will be cancelled in compliance to decision of the Prime Minister.
- 95. Eligibility of these allottees to whom allotment was made as EC member will be examined as FG employee to determine their seniority on notional basis, irrespective of the fact that whether they had applied or not.
- On determination of their seniority according to the prevalent criteria of the scheme in which they fall (whether in G-13 or G-14), their case for compensation (after due valuation process through an independent Valuator registered with SBP) or allotment (in the same scheme (G-13 & G-14, if fall in the seniority of that scheme) or in ongoing schemes (like F-14/15 or Park Road) as the case may be, will be processed without any discrimination according to their entitlement/eligibility and submitted to the Executive Committee on case to case basis for approval.
- 97. A principle is laid down to compensate the allottees which were allotted plots being members of Executive Committee that, if one aforesaid allottee is covered by seniority in Sector G-13, his compensation or allotment (as the case may be) will be as per valuation of his/her plot in Sector G-13. However, if one above allottee who was allotted plot in Sector G-13, however doesn't fall in seniority of G-13 but in subsequent scheme of Sector G-14, his compensation or allotment will be determined according to his entitlement in Sector G-14 and not in Sector G-13. If one above allottee is not covered in even Sector G-14, he will be offered a plot in any of one ongoing schemes.
- 98. The allottees to whom compensation/allotment will be made to provide an affidavit submitting that they will withdraw the litigation pending in the court and agree to the above arrangement.

ADDITIONAL AGENDA ITEM NO. 03:



Director General, FGEHF informed the committee that Mr. Muhammad Yahya a member of Housing Foundation has submitted an application that he got membership for allotment of Cat-I plot in Phase-II on 22-03-2017 and deposited an amount of Rs. 100,000/- . After registration his membership details were not appearing on the Housing Foundation website. For this purpose he approached to Housing Foundation and the bank to race his application. After hectic efforts he was informed by bank Inter Office Memo that his amount of registration was transferred to Housing Foundation but the membership form was still lying with bank.

100. Now, his application form and other documents were also be forwarded to Housing Foundation, but till today I am clueless about my membership / allotment status.

DECISION:-

101. Executive Committee directed to process his application in phase-II for allotment as per rule and regulation in the light of the date of submission of registration fee.

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

LIST OF PARTICIPANTS

Sr. No	NAMES
1.	Dr. Imran Zeb khan, Chairman EC / Secretary, M/o Housing & Works, Islamabad.
2.	Mr. Afzal Lateef Chairman, Capital Development Authority, Islamabad.
3.	Mr. Muhammad Siddique, Additional Secretary, Ministry of Interior, Islamabad.
4.	Mr. Asmatullah Shah Vice Chairman EC / Joint Secretary, (Estate), M/O Housing & Works, Islamabad.
5.	Mr. Farukh Mughal Solicitor General, M/o Law & Justice, Pak. Secretariat, Islamabad
6.	Rana Muhammad Rafique Khan, Financial Advisor, M/o Housing & Works, Islamabad.
7.	Mr. Tariq Rashid Managing Director, PHA Foundation, Islamabad.
8.	Mr. Shahid Farzand Director General, Pak. PWD, Islamabad.