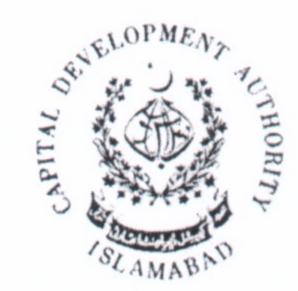


CAPITAL DEVELOPMENT AUTHORITY PLANNING WING

(Housing Societies Directorate)



NO.CDA/PLW/HS (862)/2021 /42)

Islamabad, Sep 10, 2021

- 1. Administrator; M/s FECHS FECHS's society office 3rd floor, Muzaffar Chambers, Blue Area, Islamabad.
- 2. Secretary; M/s NASECHS Blue Area, Islamabad.
- PROVISIONAL APPROVAL OF AS BUILT LAYOUT PLAN OF
 JINNAH GARDEN PHASE-1 EXTENSION A JOINT VENTURE OF M/S
 NASECHS & M/S FECHS OVER AN AREA MEASUING 1826.50 KANALS
 IN MOUZA, LOHI BHER, BURA BAGHYAL, CHOCHA & GAGRI, ZONE5, ISLAMABAD
- Ref: i. Public Notices issued (23-04-2020) in national dailies (Dunya News, 92, Ausaf, Pakistan Observer, The News, The Nation) to verify the land ownership and possession of land for NASECHS and FECHS (dated 23 April 2020 & May 13, 2020)
 - ii. Proceedings of Sub Committee of PAC and NA standing Committee on House & Library.
 - iii. Presentation/Meeting on the proposed project in CDA.
 - iv. Site visit of the subject housing scheme.
 - v. Paragraph 1 of S.R.O. 64(I)/2020.
- As Built Layout Plan of Jinnah Garden Phase-1, Extension, (sponsored by M/s FECHS and M/s NASECHS) over an area measuring 1826.50 Kanals, falling in Mouza Chocha, Lohi Bher, Bora Bangyal & Gagri, Zone-5, Islamabad has been examined in the Authority and cleared/approved provisionally & conditionally for the preparation of detailed engineering designs, transfer deed, mortgage deed, completion of terms & conditions mentioned herein and subsequent NOC on the basis of following facts:
 - i. In the year 2010-2011 National Assembly Standing Committee on house and library recommended the joint venture of both the societies i.e. NASECHS and FECHS, so that the members of NASECHS are able to get possession of their plots
 - ii. Subsequently the JV agreement (dated 07-10-2011) was signed between NASECHS & FECHS wherein main points are as under;
 - M/s FECHS will provide following facilities to the members of NASECHS for their proposed housing scheme
 - a. Access roads
 - b. Electricity
 - c. Sui Gas
 - d. Water Supply Distribution System
 - e. Overall Development of scheme area of NASECHS
 - f. Handover developed plots to members of NASECHS
 - g. Total commercial area of the project will be the property of FECHS
 - h. NASECHS will assist FECHS in CDA, Revenue Authority and Cooperative departments to overcome the difficulties
 - i. FECHS will handover only Residential Area to NASECHS
 - j. Land matters/issues will be cleared jointly by the both societies

- k. The contents of JV agreement will remain enforce till completion of this JV project
- l. The whole process will be monitored by NA Standing Committee on House and Library
- m. Any disputes arising between FECHS & NASECHS will be referred to DC/Registrar Cooperative Societies
- n. The JV agreement has been signed by Administrator of NASECHS & President FECHS
- Register Cooperative informed that requisite fee/penalties will be paid in installments, once new MC of M/s FECHS takes oath as MC of the Society.
- The unpurchased pockets of land within the proposed scheme area/boundary of the scheme will be purchased with possession on priority, in the first instance.
- 3. The detail of Khasra Numbers (in the ownership as submitted by M/s FECHS) as per the proposed as built LOP of Jinnah Garden Phase-1 Extension (sponsored jointly by M/s FECHS & M/s NAECHS) are as follows:-

Total land owned & possessed by M/s FECHS is 1270 Kanal & 10 Marla in Mouzaat Bora Bangyal, Chucha & Gagri.

i. Mouza Chucha, Federal Employees Cooperative Housing Society

Total Purchase Land 147 Kanal – 18 Marla Salam Purchased Salam inside Boundary Line Khasra Numbers 185, 212, 240, 241, 242, 253, 254 Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 70 Kanal - 4 Marla Partially Purchase Salam inside Boundary line Khasra Numbers 191, 192, 197, 198, 204, 205, 209, 210, 213, 214, 226 Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 63 Kanal - 9 Marla Partially Purchase Partially inside Boundary line Khasra Numbers 221, 234, 255 Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 12 Kanal - 3 Marla Bilhaaz Kehwat / Partially inside Salam inside Salam Outside Boundary line Kehwat Number 81 Khasra Numbers 199, 200 Salam Inside Boundary Line Khasra Numbers 83, 84, 152, 153 Salam Outside Total Purchase Land 2 Kanal - 2 Marla.

Ii. Mouza Gagri, Federal Employees Cooperative Housing Society

Total Purchase Land 1095 Kanal – 9 Marla Salam Purchased Salam inside Boundary Line Khasra Numbers 255, 256 257, 258, 429, 431, 442, 463, 475, 476, 650 Total Purchase Land 71 Kanal -17 Marla Partially Purchase Salam inside Boundary line Khasra Numbers 196, 200, 205, 253, 254, 349, 380, 381, 382, 397, 441, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 464, 465, 467, 468, 469, 470, 471, 472, 473, 474, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487 Total Purchase Land 285 Kanal - 12 Marla Partially Purchase Partially inside Boundary line Khasra Numbers 197, 201, 202, 203, 204, 249, 252, 272, 278, 281, 282, 331, 346, 348, 394, 403, 420, 421, 439, 455, 548, 585/1/2, 585/2, 589, 664, 902 Total Purchase Land 321 Kanal - 9 Marla Bilhaaz Kehwat / Salam inside Partially inside Salam Outside Boundary line Kehwat Numbers 38 to 41 Khasra Number 377 Salam Inside Boundary Line Khasra Numbers 695, 696, 701 Salam Outside Total Purchase Land 4 Kanal - 18 Marla Kehwat Numbers 51 Khasra Number 351, 352, 353, 354, 355, 356 Salam Inside Boundary Line Khasra Numbers 350 Partially inside Total Purchase Land 53 Kanal Kehwat Numbers 78, 79 Khasra Number 617 Salam Inside Boundary Line Khasra Number 1308 Salam Outside Total Purchase Land 4 Kanal - 3 Marla Kehwat Number 104 Khasra Number 323, 379 Salam Inside Boundary Line Khasra Numbers 324 Partially inside Total Purchase Land 45 Kanal - 14 Marla Kehwat Numbers 113, 114 Khasra Numbers 371, 372, 374, 375 Salam Inside Boundary Line Khasra Numbers 595 Salam Outside Total Purchase Land 14 Kanal - 7 Marla Kehwat Numbers 155 to 157 Khasra Number 376 Salam Inside Boundary Line Khasra Numbers 592, 888 Salam Outside Total Purchase Land 5 Kanal - 7 Marla Kehwat Number

158 Khasra Number 373/2 Partially Inside Boundary Line Khasra Numbers 361/2 Salam Outside Total Purchase Land 2 Kanal - 5 Marla Kehwat Number 186 Khasra Number 586, 587, 588 Salam Inside Boundary Line Khasra Numbers 398, 582/2, 583/2 Partially inside Total Purchase Land 79 Kanal Kehwat Number 196 Khasra Number 590 Salam Inside Boundary Line Khasra Numbers 594 Salam Outside Total Purchase Land 45 Kanal - 12 Marla Kehwat Number 247 Khasra Number 365, 366, 367, 368, 369 Salam Inside Boundary Line Khasra Numbers 364 Partially inside Khasra Number 763 Salam Outside Boundary Line Total Purchase Land 24 Kanal - 9 Marla Kehwat Number 261 Khasra Number 396 Salam Inside Boundary Line Khasra Numbers 345 Partially inside Total Purchase Land 6 Kanal Kehwat Number 288 Khasra Number 393 Partially Inside Boundary Line Khasra Numbers 803, 805 Salam Outside Total Purchase Land 8 Kanal – 1 Marla Kehwat Number 462 Khasra Number 334 Salam Inside Boundary Line Khasra Numbers 333/2 Partially inside Total Purchase Land 52 Kanal – 16 Marla Kehwat Number 540 Khasra Number 279 Salam Inside Boundary Line Khasra Numbers 280 Partially inside Total Purchase Land 12 Kanal Kehwat Number 653 Khasra Number 271, 274, 276, 277 Salam Inside Boundary Line Khasra Numbers 248, 251 Salam Outside Total Purchase Land 12 Kanal – 4 Marla Total Haqooq Shamlat 60 kanal Number Khasra 493 min Shamlati, Hisadari (Nala).

iii. Mouza Bora Bangyal, Federal Employees Cooperative Housing Society

Total Purchase Land 120 Kanal Partially Purchased Partially inside Boundary Line Khasra Numbers 1749, 1751, 1758, 1759, 1767, 1768, 1770 Total Purchase Land 33 Kanal - 16 Marla Partially Purchase Salam inside Boundary line Khasra Numbers 1716, 1734, 1735, 1737, 1741, 1761, 1762, 1763, 1764, 1765, 1769 Total Purchase Land 55 Kanal - 15 Marla Bilhaaz Kehwat / Salam inside Partially inside Salam Outside Boundary line Kehwat Numbers 248 Khasra Number 1739, 1740, 1753, 1760 Salam Inside Boundary Line Khasra Numbers 262, 1464, 1466, 1231, 1571, 1575, 1604, 1546, 1606, 1623, 1543, 1605, 1544, 1478, 744, 1530, 1550, 1619, 1730, 1607, 1629, 1608, 1542, 1545, 1531, 1572, 1574, 1606/1, 1609, 1667, 1756, 1745, 1708, 1715, 1485, 1182, 345, 1631, 1244, 1233, 1235 Salam Outside Total Purchase Land 25 Kanal - 2 Marla Kehwat Numbers 248 Khasra Number 1736 Salam Inside Boundary Line Khasra Numbers 1603, 1618 Salam Outside Boundary Line Total Purchase Land 1 Kanal – 14 Marla Kehwat Numbers 248 Khasra Number 1715 Salam Inside Boundary Line Khasra Numbers 1708 Salam Outside Boundary Line Total Purchase Land 1 Kanal – 12 Marla Bakhana Kasht Kehwat Numbers 267 Khasra Number 1766 Salam Inside Boundary Line Khasra Numbers 1320, 1595, 1593, 1570, 1583, 1587, 1594, 1611, 1723, 1774 Salam Outside Boundary Line Total Purchase Land 19 Marla Kehwat Numbers 299 Khasra Number 1750 Partially Inside Boundary Line Khasra Numbers 1747, 1754 Salam Outside Boundary Line Total Purchase Land 2 Kanal – 10 Marla Kehwat Numbers 299 Khasra Number 1742, 1748 Salam Inside Boundary Line Khasra Numbers 1665, 343, 1507, 1664, 1612, 1183, 1294, 1612/2, 1613/1, 1295 Salam Outside Boundary Line Total Purchase Land 5 Kanal – 13 Marla.

4. The detail of Khasra Numbers (in the ownership as submitted by M/s NAECHS) as per the proposed as built LOP of Jinnah Garden Phase-1 Extension (sponsored jointly by M/s FECHS & M/s NAECHS), are as follows:

Total land owned & Possessed by M/s NAECHS is 556 K in Mouzaat Chucha, lohi Bher & Gagri.

i. Mouza Chucha, National Assembly Secretariat Employees Cooperative Housing Society

Total Purchase Land 285 Kanal – 2 Marla Salam Purchased Salam inside Boundary Line Khasra Numbers 206, 220, 222, 229, 235, 237 Total Purchase Land Malkeeti & Bakhana Kasht 32 Kanal - 14 Marla Partially Purchase Salam inside Boundary line Khasra Numbers 191, 192, 197, 198,

204, 205, 209, 210, 213, 214, 225, 227, 228, 311 Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 37 Kanal - 2 Marla Partially Purchase Partially inside Boundary line Khasra Numbers 217, 218, 232, 234, 238, 243, 244, 255 Total purchased land malkeeti and Bakhana kasht Mushtari 54 K 5 Marla Khasra Numbers 193 min, Shamlaati Hisadari Ma Haqooq Shamlaat 140 Kanal Total Purchase Land Malkeeti & Bakhana Kasht Mushtari and Haqooq Shamlat 194 Kanal - 5 Marla Bilhaaz Kehwat / Partially inside Salam inside Salam Outside Boundary line Kehwat Numbers 1 to 3 Khasra Numbers 186, 187, 188, 189, 190, 201, 202 Salam Inside Boundary Line Khasra Numbers 63, 66, 67, 81, 82, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 111, 116, 117, 118, 156, 157, 158, 159, 161, 162, 173, 176, 178, 179, 181 Salam Outside Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 35 Kanal - 18 Marla Kehwat Numbers 149 Khasra Numbers 215, 224 Salam inside Khasra Numbers 214, 227, 228, 272, 273, 358, 359 Salam Outside Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 19 Kanal - 16 Marla Kehwat Numbers 135 Khasra Numbers 233 Salam Inside Khasra Numbers 267, 408/308, 410/310, 364 Salam Outside Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 2 Kanal - 11 Marla Kehwat Numbers 81 Khasra Numbers 199, 200 Salam Inside Khasra Numbers 83, 84, 152, 153 Salam Outside Total Purchase Land Malkeeti & Bakhana Kasht Mushtari 1 Kanal - 9 Marla.

ii. Mouza Gagri, National Assembly Secretariat Employees Cooperative Housing Society

Total Purchase Land 19 Kanal – 14 Marla Partially Purchased Salam inside Boundary Line Khasra Number 441 Total Purchase Land 4 Marla Partially Purchase Partially inside Boundary line Khasra Numbers 348, 349, 440 Total Purchase Land 19 Kanal - 10 Marla Bakhana Malkeeti.

iii. Mouza Lohi Bheer, National Assembly Secretariat Employees Cooperative Housing Society

Total Purchase Land 251 Kanal – 8 Marla Salam Purchased Salam inside Boundary Line Khasra Numbers 991, 997 Total Purchase Land 26 Kanal - 18 Marla Partially Purchase Salam inside Boundary line Khasra Numbers 943, 944, 2139/946, 2140/946, 992, 995, 1005, 1007, 1009 Total Purchase Land 15 Kanal - 3 Marla Bilhaaz Kehwat Salam Inside / Partially Inside / Salam Outside Boundary line Kehwat Numbers 129 to 133 Khasra Numbers 945, 1028 Salam inside Khasra Numbers 888, 893, 908, 917, 919, 950, 928 Salam Outside Total Purchase Land 2 Kanal - 10 Marla Kehwat Numbers 146, 147 Khasra Numbers 988, 999 Salam inside Khasra Number 2143/982 Partially Inside Khasra Numbers 2125/894, 2126/894, 2127/894, 2128/894, 2144 Salam Outside Boundary Line Total Purchase Land 12 Kanal - 2 Marla Kehwat Numbers 155 Khasra Numbers 996 Salam inside Khasra Numbers 912, 929 Salam Outside Total Purchase Land 2 Kanal Haqooq Shamlaat 203 Kanal Khasra Number 1029 min Shamlaati Hisadaari 203 Kanal.

4. Land use analysis and schedule of residential and commercial plots as per the proposed LOP is as under:-

LAND USE ANALYSIS

SR. NO.	LAND USE	AREA (KANAL)	PERCENTAGE
1.	Residential	839.73	45.97
2.	Roads	624.29	34.18
3.	Green/Park/Open Space	183.26	10.03

	TOTAL	1826.50	100.00
6.	Graveyard	57.03	3.12
5.	Commercial	30.47	1.67
4.	Public	91.72	5.02

5. According to Master Plan Concept report, the total area of 1826.50 Kanal comprises of NASECHS and FECHS having area of 574 Kanal and 1252.5 Kanal respectively.

SCHEDULE OF RESIDENTIAL PLOTS

SR. NO.	PLOT SIZE	NO. OF PLOTS
1	50' x 90'	5
2	40' x 80'	34
3	35' x 80'	5
4	30' x 60'	1965-
5	25' x 60'	14
6	30' x 50'	6
7	25' x 50'	159
8	40' x 53'	3
9	45' x 35'	16
10	40' x 40'	2
11	40' x 30'	2
12	30' x 30'	87
13	ODD	254
TOTAL		2552

- 6. It is hereby informed that following formalities are required to be completed as per paragraph 8 (iii) and paragraph 9 of S.R.O. 64(I)/2020 for obtaining 'No Objection Certificate (NOC) of the scheme:
 - a) The layout plan documentation will be resubmitted duly signed by Administrator and Secretary of M/s FECHS & NASECHS.
 - b) Requisite fee and penalties will be submitted by management/administrator of the Societies accordingly as per letter issued by Registrar Cooperatives, Islamabad.
 - c) Hydrological Study of water courses will be prepared and presented in CDA within 30 days from the date of issuance of this letter.
 - d) The R.o. W/width of Nalas will neither be reduced nor covered. Protective measure like concrete or iron gratings shall be constructed to maintain security of human life from any untoward situation and keep periodic cleanliness/maintenance. Road width i.e., 40 feet minimum shall be provided throughout the scheme area excluding width of Nala.

- e) Deficient land uses (e.g. Public Building area and Open spaces) will be provided on purchasing of land on priority to eliminate dependency on Public Building Area in the Jinnah Garden, Phase-1.
- f) The graveyard area for Jinnah Garden/NASECHS will be properly earmarked in Mouza Pahag and sponsors will submit Public Notice to verify the land proposed by sponsors (M/s FECHS) as combined/joint graveyard in Mouza Pahag (within 15 days from the date of issuance of this letter). The site of Grave yard being out-side of society area, will be surveyed to confirm on-site possession and development of the same through DD L/S, CDA prior to NOC.
- g) Topographical Plan will be submitted by Consultants of the Project within 15 days time period.
- h) Plots adjacent to Nalas (in scheme area e.g. Plot No. 2 & 1-A to 1-E, measuring 30' x 60' proposed in scheme area especially Mouza Bora Bangyal Mouza Bora Bangyal) will not be allotted unless cleared thorugh presentation of third party vetted hydrological report.
- i) The cluster of land uses across Naval Anchorage Road will be properly fenced and developed through road/infrastructure for utilization by the residents of the scheme and to avoid any adverse possession.
- j) CDA will not be responsible for any dispute between the two sponsors with reference to the JV agreement as it has been signed by the representative of the two societies as nominated by the Registrar Cooperative.
- k) Execute in the form, attached as **Annexure "A"** of Modalities & Procedures 2020 for development of private housing schemes, an undertaking regarding acceptance of the conditions relating to planning, designing and implementation of the scheme;
- 1) Deposit the entire development cost of the scheme with the Authority. The amount of development cost shall be assessed by the Authority; on the basis of prevailing cost of development. The amount shall be deposited <u>within 45 days</u> of the clearance of detailed layout plan of the scheme;
- m) In case you do not feel inclined to deposit the development cost of the scheme, mortgage 20% of the saleable area in the detailed Layout Plan with the Authority as a 'Guarantee' for completing development works/services. The mortgage deed shall be executed by the sponsor in the form attached as **Annexure "B"** of Modalities & Procedures 2020 for development of private housing schemes, and be got registered with the Registrar Islamabad, within 45 days after clearance of detailed layout plan of the scheme;
- Also transfer to the Authority in the form annexed as **Annexure** "C" in Modalities & Procedures 2020 for development of private housing schemes, and free of charge, the land reserved for open spaces/parks, graveyard, only 1% of the scheme area reserved for public buildings, and land under right of way of roads, etc. in the scheme, within 45 days of the clearance of the detailed layout plan of the scheme. Plots under masajid, solid waste collection point and STP will not be part of 1% public building area for the purpose of transfer.
- o) A Public Notice, as per specimen attached as **Annexure "H"** of Modalities & Procedures 2020 for development of private housing schemes, shall be published in the press, at the expense of the sponsors, regarding the mortgage of plots under the saleable area with the Authority by the sponsors <u>within 05 days</u> after mortgage deed has been executed between CDA and the sponsors..
- p) The bye-laws for building plan approval will be as per the provisions of S.R.O.1575/2019 Building Control Regulation 2020.
- q) After the clearance of detailed Layout Plan of the scheme, the sponsors shall prepare, within 03 months, the engineering design and specifications of the services and utilities and make a presentation to a panel of engineering experts

- nominated by CDA, for approval of engineering designs and detailed specifications of services/utilities in the scheme.
- r) Submit design of Sewerage Treatment Plant (STP) to be provided in the scheme, to the Authority within 02 months from the date of issuance of this letter;
- s) The sponsors shall provide a comprehensive Solid Waste Management Plan as per approved Layout Plan of the scheme. The plan should identify the final disposal site for solid waste along with its dumping process;
- t) Conduct test bore holes at the sites recommended by ERS Report and provide the relevant information at most <u>within 03 months</u> from the date of issuance of this letter.
- u) Environmental Clearance (EIA) from Pakistan Environmental Protection Agency (Pak EPA) will be obtained by the sponsors and a duly certified copy of the same shall be provided to the Authority within 90 days.
- v) Sponsor is liable to submit any outstanding fees/penalties/dues as per relevant rules and regulations of the Authority.
- 7. This provisional/conditional approval of as built Layout Plan has been processed on land certified by Revenue Department, ICT Administration, Islamabad as owned and possessed by M/s NASECHS & M/s FECHS for "Jinnah Garden Phase-1, Extension" housing scheme in above mentioned Mouza Jats/Khasra Numbers.
- 8. It is advised to comply with the above mentioned conditions within stipulated period so as to enable the authority to take further action towards Clause 10 of "Revised Modalities & Procedures (2020)" i.e. issuance of No Objection Certificate (NOC) in respect of 'Jinnah Garden Phase-1 Extension.
- 9. Further to it, it is advised neither to carry out any development works at the site nor to undertake marketing of the scheme before "NOC" is issued by CDA.
- 10. The land under Public Buildings, Amenity areas/Open spaces, R.o.W will be procured and kept intact at site as per provisions of LAYOUT PLAN of the scheme.
- 11. This issues with the approval of Member (Planning & Design), CDA.

Note: Copy of provisionally approved LOP will be issued once the same is submitted duly signed by Administrator FECHS, Secretary NAECHS and the Consulting Town Planner.

(USAMA YOUNAS)
Town Planner (HS), CDA

Copy to:-

- 1. Deputy DG, Planning, CDA
- 2. Director (Housing Societies), CDA.
- 3. Director (Regional Planning), CDA.
- 4. Director (Master Planning), CDA.
- 5. Director (TE & TP), CDA.
- 6. Director Staff to Chairman, CDA.
- 7. P.S. to Member (P&D), CDA.
- 8. Director Enforcement, CDA.
- 9. Director (I.T), CDA.
 - 10. DC Islamabad/Registrar Cooperatives Societies, ICT Administration.
 - 11. Master File.

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