PART II
Statutory Notifications (S. R. O.)

GOVERNMENT OF PAKISTAN
CAPITAL DEVELOPMENT AUTHORITY
(Regional Planning Directorate)

NOTIFICATION

Islamabad, the 29th January, 2020

SUBJECT:— REVISED MODALITIES & PROCEDURES (2020) FRAMED UNDER ICT (ZONING) REGULATION, 1992 (AS AMENDED) FOR DEVELOPMENT OF PRIVATE HOUSING/FARM HOUSING SCHEMES IN ZONES 2, 4 & 5 OF ISLAMABAD CAPITAL TERRITORY ZONING PLAN.

S. R. O. 64(I)/2020.—In exercise of the Powers conferred by Section 51 of the Capital Development Authority Ordinance 1960 (No. XXIII of 1960), the Capital Development Authority has been pleased to make the following Regulation namely “Revised Modalities & Procedures (2020) framed Under ICT (Zoning) Regulation, 1992 (As Amended) for Development of Private Housing/Farm Housing Schemes in Islamabad Capital Territory Zoning Plan”

(149)

Price: Rs. 60.00

[5104(20)/Ex. Gaz.]
1. Title & Extent:

2. Definitions:

For the purpose of this regulation following definitions are applicable to the terms used.

Definitions: In this Regulation and in the subsidiary instructions that may be issued from time to time, frequently referred terms have the meanings as indicated. Where any term is not defined it shall have ordinary meanings or such as the context may apply.

i. Addition/Alteration/Revision in Building Plan: Means changes in already existing building or in approved building plan.

ii. Amalgamation: The joining of two or more adjoining plots into a single plot in accordance with these bylaws.

iii. Amenity Plot: Plot allocated exclusively for the purpose of amenity uses, such as government offices, health, welfare, education, worship places, burial grounds, and recreational areas.

iv. Apartment: Means an independent residential unit in a building consisting of at least one bedroom, a living room, a bathroom, and a kitchenette.

v. Arcade: A covered walk-way or a verandah between the shops and the road or street on which the shops abut.

vi. Authority: Means Capital Development Authority (CDA), Islamabad.

vii. Basement: Means a structure wholly or partly below natural ground level/ approach road level.

viii. Building Plan: Means a plan showing detailed arrangements for intended building to be constructed on allotted plot.

ix. Building Works: Means site excavation, erection or re-erection of a building or making addition/alteration to existing building.

x. Bylaws: Means the laws and regulations approved by the Authority and notified for private housing schemes in Islamabad.

xi. Commercial Area: Means the area where shops, show-rooms, stores/ godowns, ware-houses, other market centres, hotels, club, petrol and gas filling stations etc. are to be constructed.
xii. **Commercial Building**: Means a building having shops, show rooms, offices, hotel, restaurant or apartments under mixed use category.

xiii. **Corner plot**: Means a plot situated at the intersection of two vehicular streets.

xiv. **Covered Area**: Means (for the purpose of determining the floor area) the sum of the gross horizontal areas of the floor/floors, including, verandas, 25 percent of the area covered by pergolas, but excluding shades/projections (not exceeding the maximum permissible limits).

xv. **Completion Certificate**: means a certificate issued by the competent authority stating completion of the Housing scheme, project or building.

xvi. **Designated Zones**: means Zone of Islamabad as devised in Islamabad Capital Territory Zoning Regulation 1992 and its subsequent amendments.

xvii. **Existing Building**: Means a building already existing on the ground on the date of commencement of alteration/ addition plan.

xviii. **Extra Land**: Any piece of land that has been left vacant adjacent to any plot/s.

xix. **Farm-housing Schemes**: A farm housing scheme launched by a private company or a cooperative housing society in the designated zones on an area measuring 400 Kanals or more, with minimum plot size 4 Kanals and above except in sub-zone A & D of Zone-IV wherein minimum size of plot will be 8 Kanals and 20 Kanals respectively.

xx. **Flats**: Mean block/blocks of buildings consisting of a number of residential units built in a horizontal or vertical manner exclusively designed for human habitation in the Residential/ Commercial Area.

xxi. **Floor Area Ratio (F.A.R)**: Means ratio between plot area to the total covered area of a building. It is calculated by dividing the total covered area of a building or buildings on a plot divided by the total area of that plot.

xxii. **Frontage of Corner Plot**: Frontage of plots opening on more than one road will be with reference to the street No. as per the possession/site plan. **Housing** means houses and flats considered collectively, “a housing development” a building or building
structure complying with requirements of laws and regulations and where the individual with their families may live.

xxiii. **Height of Building**: Shall be taken as vertical measurement from the crown of front approach road to the highest part of building.

xxiv. **Housing Schemes**: A scheme launched by a private company or a cooperative housing society in the designated zones of private housing on an area measuring 400 kanals (50 Acres) or more.

xxv. **Housing projects**: A project launched in shape of extension of an existing settlement with less than the area required for a housing scheme or a project for regularizing the existing housing project.

xxvi. **Islamabad Capital Territory**: Means area of Capital Site as envisaged in Capital of the Republic Determination of Area Ordinance 1963 or any other amendments made by the competent authority from time to time.

xxvii. **Layout Plan (LOP)**: Means the plan showing layout of the area showing detail of plots in the scheme, plot numbers, sizes of plots, schedule of plots and land use analysis.


xxx. **Master Plan**: Means Master Plan of Islamabad, the plan showing layout of the area with schedule and supported by written statement of goals and objectives and financial implications.

xxxi. **NOC**: means No Objection Certificate issued by the authority to allow the sponsor of the scheme to develop the scheme as per approved LOP and Engineering Designs.

xxxii. **Vertical housing projects**: A project of housing launched by a private company or a cooperative housing scheme on an area measuring 20 kanals to 200 kanals in the designated zones of private housing schemes.

(***vii**) **Non-Conforming Use**: Means the use of a plot or structure thereon not.

(xliii) **Projection**: Means an outer side projection from the building line to provide protection from weather and sun.
(xliv) **Property Line:** For the purposes of bye laws means that part of plot boundary which separates private property from the public property or a private property from another private property.

(xlv) **Possession:** Means handing over of a plot to the member/allottee with demarcation of four corners.

(xlvi) **Public Buildings:** Mean a building designed for public use such as hospital/dispensary, post office, police station, town hall, library, recreational buildings and club etc.

(xlvii) **Residential Building:** Means a building authorized for residential occupancy by one or more families.

(xlviii) **Residential Plot:** Means a plot allotted exclusively for residential purpose.

(xlix) **Scheme Area:** Means the area under jurisdiction of the Scheme in Islamabad and/or the area shown in the Layout Plan of the scheme in Islamabad and including any extension or modification affected therein from time to time.

(li) **Set Back/Compulsory Open Space:** Means a space compulsorily required to be left open between the building and the plot line without any obstruction.

(lii) **Septic Tank:** Means a tank in which sewage is collected and decomposed before its discharge into a public sewer or Soakage Pit.

(liii) **Shop–Cum-Flats:** Means provision of shops on the ground floor and flats/offices on the subsequent floors in commercial area.

(liv) **Soakage Pit:** Means a pit filled with aggregate, boulders or broken bricks and intended for the reception of wastewater or effluent discharged from a Septic Tank.

**Storey:** Means the space between the floor and the ceiling of a building.

(lvi) **Stores/Godowns:** Means a building/building meant for storage of material. Those goods are not of inflammable or objectionable character.

(lvii) **Trapped Land:** Land which is not accessible/approachable by the Authority.

(lviii) **Vehicular Street:** means a street which can carry vehicular traffic and have minimum permissible width.
1. **PROPOSAL FOR A HOUSING SCHEME AND A FARM HOUSING SCHEME:**

   (i) A housing /farm housing scheme can be sponsored by a company registered with SECP or a cooperative society registered with Circle Registrar Cooperatives Islamabad, hereinafter referred to as “sponsor”, for an area not less than 50 acres falling within Zone-2, not less then 25 acres in Sector E-11 and not less than 50 acres falling within Zone-5 of the ICT Zoning Plan and whereas in Zone-4 according to Sub-Zone limits in Zone-4. The plan will also give detail of commercial area and parking area.

   (ii) The sponsor shall not advertise or publicize the proposed scheme in any manner except in accordance with these Modalities and Procedures.

2. **PROPOSAL FOR A HOUSING PROJECT:**

   A housing project can be launched by a company registered with SECP or a cooperative society registered with Circle Registrar Cooperatives Islamabad, having the ownership of land less than the required minimum area required for a housing scheme and situated within 500 meters of an existing settlement or regularization of existing scheme.

3. **PROPOSAL FOR VERTICAL HOUSING PROJECT:**

   A Vertical housing project can be sponsored by a registered company or a cooperative society, (hereinafter referred to as “sponsor”), for an area not less than 20 kanals and not more than 200 kanals. Public sector projects can be planned and developed for area more than 200 kanals, however.

4. **DOCUMENTS TO BE SUBMITTED BY THE SPONSORS**

   The sponsors shall meet the following requirements, namely:

   (i) Three copies of the site plan showing location of the scheme at a scale of 1:10,000 with reference to its surrounding areas (within a radius of ½ Km all around) and the land use plan of the zone in which it falls.

   (ii) Three copies of survey plan of the site drawn to a scale of not more than 1:1000 showing Khasra numbers, the spot level and physical features such as high tension lines, water channels, etc. The contours with 0.5 meters or 2 feet interval shall be indicated on the plan.

   (iii) Three copies of layout plan drawn to a scale of not more than 1:1200 showing the sub-division of land into plots, and allocation of land for various uses in accordance with the planning standards.
laid down by the Government of Pakistan in the “National Reference Manual on Planning and Infrastructure Standards”.

(iv) Layout Plan should be prepared and signed by consulting firm registered with PCATP in town planning category or a PCATP registered Town Planner with minimum 5 years of housing scheme design experience.

(v) Fresh copies of Register Haqdarane-Zameen (Fard) attested by Tehsildar ICT and certified copies of sanctioned mutations (along-with khasra gardwari in case of shamlati land) in the name of sponsors.

(vi) Aks shajra/ khasra plan, showing clear boundaries of the project, certified by Tehsildar; certifying the true possession of land owned by the sponsors.

(vii) Non – Encumbrance Certificate (NEC) from Tehsildar.

(viii) Master Plan Concept Report (Detailed Urban Design, including pedestrian plans, tree canopy cover of minimum 30% of all parks with type of indigenous trees planted, Neighborhood Plans, Rainwater harvesting plan for scheme, Traffic circulation plan, Disaster Risk Reduction & Disaster Risk Management Plans).

(ix) Mutation in favor of owners.

5. **PLANNING STANDARDS**

A. **Zone- 2 & 5**

The planning standards may vary from scheme to scheme depending upon the residential density as desired to be achieved by the Sponsors of the housing schemes in Zone-2 & 5. But the land use percentages must remain within the following limits:

(i) Residential (Row Housing and Apartments (vertical development/ apartments not more than 15% of scheme area)

(ii) Open/Green Spaces/Parks Not less than 10%

(iii) Roads/Streets Not less than 23%

(iv) Graveyards Not less than 2%
(v) Commercial Not more than 5%

(vi) Public buildings like school, Masjid, dispensary, hospital, community centre, post office, etc. 

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

(vii) The width of the vehicular streets provided in the layout plan will not be less than 40 feet. **However, minimum width of the vehicular streets abutting residential plots up to 130 Sq. Yds. and/or Plot size upto (25’x50’) can be 30 feet.**

All roads must be chamfered at corner plots.

Plot up to 130 Sq Yards minimum 3’X3’

Plots up to 500 Sq Yards minimum 5’x5’

Plots more than 501 Sq Yards minimum 10’x10’

No entrance gate is allowed for any plot abutting on corner of any road/s.

(viii) A minimum of 10% area under residential plots shall be reserved for economy housing with minimum 30 feet wide streets. The minimum size of residential plot will be 90 sq. yds to 130 sq. yds; and

(ix) In Zone-2, the layout plan of the scheme shall conform to standard sectorial layout plan of Islamabad.

(x) The easement of nullah, etc., shall be clearly identified and preserved as open spaces.

Public graveyards planned by CDA shall be allowed on the payment of charges approved by the CDA. Or a group of Housing scheme societies be allowed to develop integrated burial facility as per population standards.

**B. Housing / Farm Housing in Zone-4:**

The planning standards may vary from scheme to scheme depending upon the residential density as desired to be achieved by
the Sponsors of the housing schemes in Zone-4. But the land use percentages must remain within the following limits:

**Sub-Zone A**  
Minimum Land Required 50 Acres

**Sub-Zone B**  
Minimum Land Required 50 Acres

**Sub-Zone C**  
Minimum Land Required 50 Acres

**Sub-Zone D**  
Minimum Land Required 50 Acres

(i) Residential (Housing/ Farm Housing not more than 40% and vertical development/ apartments not more than 15% of scheme areas)  
Not more than 50%

(ii) Open/Green Spaces/Parks  
Not less than 15%

(iii) Roads/Streets  
Not less than 23%

(iv) Graveyards  
Not less than 2%

(v) Commercial  
Not more than 5%

(vi) Public buildings like school, mosque, dispensary, hospital, community center, post office, etc.  
Not less than 5%

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

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

(viii) The minimum size of residential plot will be 130 sq. yds. in Subzones where housing is allowed.

Minimum size of Farm shall not be less than 8 kanal in sub-zone A, 4 kanal in sub-zone-B&C, and 20 kanals in defined locations of sub-zone-D; with a maximum 20% ground coverage/covered area of total plot area on each floor i.e. (B+G+F).

(ix) The easement of nullah, etc., shall be clearly identified and preserved as open spaces.

Minimum 10% for economy housing with 30’ street to be provided in the scheme. Minimum size of plot 90-130 sq yds.
6. **SCRUTINY FEE FOR THE DETAILED SCHEME**

A scrutiny fee at the rates scheduled in Annex-F; shall be payable through Bank Draft/Pay Order to the Authority and shall be deposited along-with the submission of detailed scheme as required by paragraph-4. The scrutiny fee is, however, subject to revision by the Authority from time to time.

7. **CLEARANCE OF LAND DOCUMENTS:**

Revenue officer of Housing Section will scrutinize the land documents that are provided by the sponsors. The details of land provided by the sponsor along-with map of Certified Aks Shajra along-with detail of khasra numbers will be published in leading Newspapers as per specimen at Annex-D for inviting public objections at the cost of sponsors of the project. Revenue officer will scrutinize the public objections and will forward with his report after clearing all objections in the ownership and possession as certified by concerned revenue offices.

8. **CLEARANCE OF DETAILED LAYOUT PLAN OF THE SCHEME.**

(i) The detailed Layout Plan shall be cleared/ approved provisionally and issued to the sponsors with a clear stamp indicating that the plan is provisionally approved for the preparation of detailed engineering design, transfer deed, mortgage deed and subsequent NOC. Strictly not to be used for marketing purposes.

(ii) Objection, if any, in the layout plan will be communicated by registered post acknowledgement due, to the sponsors for rectification within a period not exceeding 30 days of issuance of communication, failing which the scheme will not be processed further till removal/settlement of objections.

(iii) After the layout plan submitted is cleared/approved, the sponsor shall:

   a. Execute in the form attached as Annexure “A”, an undertaking regarding acceptance of the conditions relating to planning, designing and implementation of the scheme;

   b. Deposit the entire development cost of the scheme with the Authority. The amount of development cost shall be assessed by the Authority; on the basis of prevailing cost of development. The amount shall be deposited within 45 days of the clearance of detailed layout plan of the scheme;
c. In case they do not feel inclined to deposit the development cost of the scheme as per clause (b) above, mortgage 20% of the saleable area in the detailed layout plan with the Authority as a Guarantee for completing development works/services within the period specified in paragraph 11. The mortgage deed shall be executed by the sponsor in the form attached as Annexure “B” and be got registered with the Registrar Islamabad, within 45 days after clearance of detailed layout plan of the scheme;

d. Also transfer to the Authority in the form annexed as Annexure “C” and free of charge, the land reserved for open spaces/parks, 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 mosques, solid waste collection point and STP will not be part of 1% public building area for the purpose of transfer.

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

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

10. **ISSUANCE OF NOC**

(i) The NOC conveying the approval of the detailed layout plan of the scheme shall be conveyed to the sponsors after the registration of the mortgage deed and transfer deed in favour of CDA, and meeting the objections, if any, received in response to the Public Notice referred to in para 9 above and approval of engineering designs and detailed specifications.

(ii) The sponsors shall thereafter be allowed to advertise the scheme.

(iii) The validity of the NOC shall automatically, be deemed to have been withdrawn in case the sponsors do not complete at least 25 percent of development works within three year from the date of issuance of the NOC.

(iv) Revision in the already approved layout plan after issuance of NOC shall be permissible during the submission of revised/extension
layout plan of any scheme provided the consent of stakeholders/allottees is documented in the authority. A public notice in two daily national newspapers must be published.

11. **COMPLETION PERIOD OF THE SCHEMES**

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

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

   (ii) If the completion of the scheme is delayed beyond the completion period specified in sub-paragraph (i) above, the sponsor shall pay the extension charges at the rates specified in Annex-F. No further extension beyond six years will be allowed.

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

   (i) After the clearance of detailed layout plan of the scheme, the sponsors shall prepare, within a period of three months, the engineering design and specification of the services and utilities and make a presentation to a panel of engineering experts nominated by the CDA, for approval of engineering designs and detailed specifications of services/utilities in the scheme. Or get a third party validation of Engineering Designs prepared by the approved consultants, submitted by the sponsors from the list of consultants on the panel of CDA.

   (ii) In case the sponsors fail to submit the engineering design within the stipulated period of three months they may be permitted additional time subject to the payment of a monthly fine @ 25% of the original scrutiny fee for this purpose. Similarly for rectification and resubmission of corrected version of engineering design two weeks time from the date of issuance of CDA’s letter indicating deficiencies would be allowed. In case the sponsors fail to submit the revised design in time a fine of Rs.10,000 per week or as revised from time to time would be applicable.
(iii) The designs and specifications of the services proposed to be provided in the scheme shall be prepared by a well-reputed firm of consulting engineers registered with Pakistan Engineering Council in accordance with accepted norms and practices of engineering and the guidelines given in para 13.

(iv) Two copies of the engineering designs and detailed specifications, as approved by the panel of experts referred to in sub-paragraph(i) above shall be submitted to the DG (Planning) CDA, for final approval of the CDA.

(v) The approval of the engineering designs and detailed specifications by the “Panel of Experts” shall not absolve the sponsors and their consultants from the responsibility of proper design based on sound engineering practices.

13. **ENGINEERING DESIGN GUIDE LINES**

(i) **Water Supply**

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

(a) Average water consumption per capita per day 60 gallons

(b) Max. Daily Demand 90 gallons

(c) Peak Hours Flow 200 gallons

(d) Consumption for non-residential area per acre/day 1000 gallons

(e) Fire demand/G.P.M. 2000 to 4000 gallons as per standards of national board of fire authorities of USA.

(f) Primary School 8 gallons per capita per day for 15% of total population of the scheme.

(g) Colleges 8 gallons per capita per day of 5% of the population of the scheme.

(h) Hotels/Motels 600 gallons per 1000 Sft. per day.
(i) Offices. 200 gallons per 1000 sft. per day.

(j) Hospitals 150 gallons per capita per day.

(k) Mosques 3 gallons per “Namazee” for 20 percent of total population of the scheme.

(ii) Roads

(a) Pavements:—

The pavement design of all roads shall be carried out in accordance with “AASHTO Design Manual 1986” and as amended from time to time. All the roads shall have a minimum of 1.6 inches thick asphalt concrete wearing surface in addition to adequate base and sub-base courses. The minimum width of pavement shall be 18 feet. For 30 feet wide road pavement shall be 16 feet.

(b) Geometries:—

As per applicable AASHTO standards.

(iii) Sanitary Sewer System:

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

Septic Tank is compulsory for all domestic, commercial or institutional building.

No sewer or waste will be disposed in existing Nalla or water streams. Treated sewer must be reused for irrigation purposes.

(iv) Storm Water Drainage:

(a) Max. rainfall intensity. 3 inches per hour

(b) Impermeability factor. 0.8

(c) Min. diameter of storm sewer. 12 inches.

Hydrology report must be submitted over the period of 50 years for all Nallas.
(v) **Electricity:**

a) Zone-2 & 4 The distribution network shall be underground.

b) Zone-5 The distribution network shall be underground.

(vi) **Sui Gas and Telephone:**

The sponsors would provide infrastructure of Gas lines and Fiber optic cables; according to standards followed by SNGPL, PTCL and other Service providers, as may be allowed by competent authority.

(vii) **Solid Waste Management System:**

The sponsors would provide a comprehensive solid waste management plan, along with the layout plan of the scheme. The plan should identify the final disposal site for solid waste along with its dumping process. Minimum 1 kanal site is to be reserved for transitional solid waste disposal system in each scheme upto 1000 kanals. One kanal each will be provided in addition to it for each additional 1000 kanal of the scheme.

(viii) Civil works in the scheme will be timely verified by C.E. Lab or Private building research centers suggested by C.E. Lab of CDA.

(ix) Monthly report regarding development of scheme area be provided duly signed by consulting Town planning firm registered with PCATP.

14. **PROCESSING FEE FOR ENGINEERING DESIGNS/DETAILED SPECIFICATIONS**

The sponsor shall be required to deposit a fee for the processing and approval of engineering designs by the panel of experts at the rate of Rs.1000/- per kanal or as revised from time to time by the CDA.

15. **COMMENCEMENT OF DEVELOPMENT WORKS**

The sponsors shall mobilize their resources to start implementing the scheme within a period of six months after the issuance of the letter of approval of engineering designs and detailed specifications by the CDA.
16. IMPLEMENTATION OF SCHEME BY THE CAPITAL DEVELOPMENT AUTHORITY ON BEHALF OF THE SPONSORS

CDA may take up planning, design and implementation of the scheme, if requested by the sponsors, on payment of departmental charges @ 15% of the total cost of the scheme. The rate of departmental charges is subject to revision by the CDA from time to time.

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

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

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

(i) The sponsors shall submit to the Director (Planning) the detailed work schedule in respect of implementation of the scheme.

(ii) Monthly progress report shall be submitted to the Director (Planning) till the completion of the scheme.

19. PAYMENT OF INSPECTION/MONITORING FEE TO THE CDA

The sponsors shall pay to the CDA Rs.500 per Kanal or as revised from time to time on account of inspection/monitoring expenses during the execution stage of the scheme.

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

(i) The authorized officer/s of CDA shall record their observations on the works in progress regarding quality and progress of work being undertaken in a scheme and will ensure that their instructions are complied with by the sponsors. A copy of each note shall be handed over to the sponsors for record and another copy, duly signed by the sponsors or their Engineer incharge at site, shall be kept in the CDA’s record.

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

(iii) The sponsor would obtain test reports regarding quality of civil works from CE Lab, CDA or other relevant forums / panel of labs recommended by CE lab as and when required (during the execution of civil works).

21. **RELEASE OF MORTGAGE PLOTS**

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

ii. Mortgage land/plots may be redeemed proportionate to development carried out in the scheme area. On every 10% of development of the scheme area 10% of the mortgaged land/plots shall be redeemed.

22. **DEFAULT IN COMPLETION OF SCHEME**

(i) The CDA shall assume the control of the scheme in case it is satisfied that the sponsors are incapable of completing the scheme after expiry of the extended period of completion.

(ii) In the event of CDA assuming control of the scheme, it shall sell the plots mortgaged with it in the scheme privately, through public auction or private contract in order to accumulate funds for the completion of the remaining development works in the scheme to the extent of amount received from such sale.

23. **CONNECTION OF SERVICES OF A PRIVATE SCHEME WITH CAPITAL DEVELOPMENT AUTHORITY’S SERVICES NETWORK**

The CDA in its discretion may permit the sponsors of a scheme to connect the services within the scheme with the overall network of services if available in the area. Such connection shall be allowed by CDA subject to payment of charges as may be prescribed from time to time.
24. **AMENDMENTS IN LAYOUT PLANS**

i. The layout plan may be reviewed at any time before the Authority shall approve the issuance of NOC.

ii. In case the revision is proposed after the NOC same shall only be considered within following framework:

   a. The sponsor shall notify the same for the allottees/members through a public notice as per specimen of CDA.

   b. The sponsor shall satisfy their reasonable objections that are to be submitted on the prescribed Performa.

   c. If the allottee/member is not satisfied with the decision of the sponsor he may file an appeal against the decision to the Member Planning and Design. The decision of Member P&D in this regard will be final.

   d. The revision shall conform to the standard planning parameters viz a viz public amenities and green areas etc.

25. **PROPOSAL FOR A HOUSING PROJECT**

A housing project can be launched by an individual/ firm/company or a cooperative society having the ownership of land less than the required minimum area for a housing scheme and is situated within 500 meters of an existing settlement or regularization of existing scheme.

Standards of the Project with minimum 300 kanals:

(i) Residential (Housing/Farm Housing) Not more than 55%

   Apartments (not more than 15%)

(ii) Open/Green Spaces/Parks Not less than 10%

(iii) Roads/Streets Not less than 23%

(iv) Graveyards Not less than 2%

(v) Commercial Not more than 5%

(vi) Public buildings like school, mosque, dispensary, hospital, community centre, post office, etc. Not less than 5%
(vii) The width of the vehicular streets provided in the layout plan will not be less than 40 feet.

(viii) The minimum size of residential plot will be 130 sq. yds; and a minimum of 10% area under residential plots be reserved for these small plots.

(ix) In Zone-2, the layout plan of the scheme shall conform to standard sectorial layout plan of Islamabad.

(x) The easement of nullah, etc., shall be clearly identified and preserved as open spaces.

B. Housing / Farm Housing in Zone-4:

The planning standards may vary from scheme to scheme depending upon the residential density as desired to be achieved by the Sponsors of the housing schemes in Zone-4. But the land use percentages must remain within the following limits:

Minimum Land Required 300 kanal or above

(i) Residential (Housing/ Farm Housing) Apartments (not more than 15%)
(ii) Open/Green Spaces/Parks Not less than 15%
(iii) Roads/Streets Not less than 20%
(iv) Graveyards Not less than 2%
(v) Commercial Not more than 5%
(vi) Public buildings like school, mosque, dispensary, hospital, community centre, post office, etc. Not less than 5%

(Note: The above percentages will be subject to minor adjustments, keeping in view the sites conditions, special requirements and the land use plan of the zone in which the scheme falls).
(vii) The width of the vehicular streets provided in the layout plan will not be less than 40 feet.

(viii) The minimum size of residential plot will be 130 sq. yds. in Subzones where housing is allowed. Minimum size of Farm will not be less than 8 kanal in sub-zone A, 4 kanal in sub-zone-B&C, and 20 kanals in defined locations of sub-zone-D; with a maximum 20% ground coverage/covered area of total plot area on each floor i.e. (B+G+F).

(ix) The easement of nalah, etc., shall be clearly identified and preserved as open spaces.

(x) In Zone-2 and 5, Standards of the Project with minimum 200 kanals to 299 kanal:

1. Green playground/park 10%
2. Public Building area 5%

(xi) In Zone-4 for projects spanning on area from 200 kanal to 299 kanals:

1. Green playground/park 15%
2. Public Building area 5%

(xii) In Zone-2 and 5, Standards of the Project with minimum 100 kanals to 199 kanals:

1. Green playground/park 10%
2. Public Building area 5%

(xiii) In Zone-4 for projects spanning on area from 100 kanal to 199 kanals:

1. Green playground/park 15%
2. Public Building area 5%
26. **PROPOSAL FOR VERTICAL HOUSING PROJECT/APARTMENTS PROJECT.**

A Vertical housing project can be sponsored by a registered company with SECP or a cooperative society, hereinafter referred to as sponsor, for an area not less than 20 kanals and not more than 200 kanals. The detailed parameters are as under:

<table>
<thead>
<tr>
<th>PARAMETERS</th>
<th>ZONE-II, IV &amp; V</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Rise with Passenger &amp; Cargo Lifts</td>
<td></td>
</tr>
<tr>
<td>Minimum Area requirements</td>
<td>20 kanals</td>
</tr>
<tr>
<td>Maximum area for which permission can be granted</td>
<td>200 kanals</td>
</tr>
<tr>
<td>FAR</td>
<td>1:5.0</td>
</tr>
<tr>
<td>Ground coverage/Area under buildings.</td>
<td>50%</td>
</tr>
<tr>
<td>Maximum Number of Storeys and height of buildings with lifts.</td>
<td>Up to the clearance of Civil Aviation Authority</td>
</tr>
<tr>
<td>Without Passenger Lifts:</td>
<td></td>
</tr>
<tr>
<td>Number of Storeys</td>
<td>Ground + 3 (with one cargo lift/block) in</td>
</tr>
<tr>
<td>Ground coverage</td>
<td>60% of the plot area/size</td>
</tr>
<tr>
<td>Block distance</td>
<td>Minimum 30 feet.</td>
</tr>
<tr>
<td>Width of Roads</td>
<td>Minimum 50 feet</td>
</tr>
<tr>
<td>Allied commercial use for the gated community.</td>
<td>5% with maximum 3 Floors(G+2)</td>
</tr>
<tr>
<td>Access to the site</td>
<td>Minimum 50 Feet Access to the Site is mandatory.</td>
</tr>
<tr>
<td>Services at site would be managed and provided by the sponsors of the scheme.</td>
<td>Sponsors of scheme</td>
</tr>
<tr>
<td>The area other than residential apartments and commercial blocks. Including roads, parking &amp; amenities etc.</td>
<td>Transferred in the name of CDA in order to avoid its unauthorized use at any stage.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Approval</td>
<td>Layout plans, Architectural and Structural designs of the residential buildings will be approved by CDA</td>
</tr>
<tr>
<td>Graveyard in the scheme.</td>
<td>Land for the Graveyard will be required on the basis of Design Population and Standards to be calculated as per NRM Guidelines and same will be transferred in the name of CDA within 10 Kilometers radius of the project in the area as approved by CDA.</td>
</tr>
<tr>
<td>Sewerage treatment plant STP</td>
<td>To be provided within the scheme area to cater for the requirements. Wherever facility is available sewerage system can be connected with CDA main lines on payment as notified by the Authority. Where Sewerage network is not available, provision of a compact Sewage Treatment Plant for disposal of sewage shall be made or fully sealed septic tanks, which shall be mechanically drained through flushing unit, be provided.</td>
</tr>
<tr>
<td>Solid Waste Management System</td>
<td>Solid Waste Management plan to cater for the disposal of garbage generated from the premises @ of 1kg/person/day shall be submitted along with the plans for approval. Garbage shall be transported to the approved disposal sites.</td>
</tr>
</tbody>
</table>
**PART II**

THE GAZETTE OF PAKISTAN, EXTRA., JAN. 30, 2020

<table>
<thead>
<tr>
<th>Completion period</th>
<th>For 20 kanal-100 kanal For 101 kanal -150 kanal For 151 kanal -200 kanal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3 years 4 years 5 years respectively</td>
</tr>
<tr>
<td>Bank guarantee</td>
<td>@Rs300/- per square feet of covered area of the project which will be released on the completion</td>
</tr>
<tr>
<td>NOC</td>
<td>NOC will be issued after approval of LOP and building plans, engineering design, structural designs, &amp; payment of Bank Guarantee</td>
</tr>
</tbody>
</table>

27. **SMALL HOUSING LOTS**

In case of very small areas ranging from 5 kanals to 99 kanals available for housing projects same shall be regulated with following modalities in addition to application of astride major road projects.

(a) Can be proposed by individual, firm, company or any other entity registered with the specific purpose.

(b) Minimum street width of 30 with share of 5’ front setback from the plots on each side of the road.

(c) Green area in such housing lot shall be minimum 20%; including the share of an amenity plot.

(d) The land use conversion shall be charged @10% of the intended use of the housing lot.

(e) Water treatment plant for reuse of water for irrigation or other uses.

(f) A Large Septic Tank shall be provided that will be mechanically drained by a suction truck of MCI.

28. **MUNICIPAL TAX TO RESIDENTS AND BUSINESS**

Municipal tax from each residential unit (house or apartment) will be charged from the occupant of that unit equal to amount of one month rent. It can be charged in yearly installments as well as lump sum. Same is for the businesses they will pay municipal tax equal to prevailing one month of rent in the business area/street. This municipal tax will be used for the construction/rehabilitation of roads, sewerage, collection and
disposal of solid waste, water supply, rain water harvesting, street lights, provision and maintenance of public buildings and horticulture for parks and roads. Maintenance of traffic signals, footpaths, pavement markings and signage.

29. **RESTORATION OF LAYOUT PLAN/NOC OF A HOUSING SCHEME**

The Layout Plan may be restored subject to fulfillment of following formalities:

i- Fresh verification of latest revenue papers and public notice regarding revenue record to call objections.

ii- Payment of fresh scrutiny fee for the processing of restoration of layout plan

iii- Submission of undertaking by the sponsor that all codal formalities will be completed within three months of restoration of layout plans of the scheme. Failing which the layout plan approval be withdrawn without any further notice.

iv- Land ownership and possession information through Public Notices in national dailies and payments of relevant penalties and 50% of the applicable scrutiny fee.

v- Rs. 2000 per Kanal scrutiny fee will be charged at the time of Restoration.

vi- The subject land can only be considered for processing as a fresh case in the name of another sponsor or with another name provided the previous approval is also referenced in the Public notices to verify No objection and claims by any stakeholder with the scheme what so ever.

30. **HANDING OVER POSSESSION OF PLOTS TO MEMBERS/ ALLOTTEES**

a. In order to facilitate housing construction needs of the members/alotttees the sponsors may seek prior permission for the handing over possession of the plots by submitting and undertaking to complete the development works in accordance with the schedule. Accordingly each member/altee shall apply to Building Control-II directorate for the sanction of their building plans along with necessary documents and clearance to be forwarded by the sponsors.
b. The interest of General Public and allottees shall be secured and in case of default of sponsors the individual allottees/ members of the schemes shall be extended the approval for the construction of their houses/ buildings in accordance with the bye-laws of the authority in accordance with the originally approved layout plan (LOP) even in case the approval of LOP has been withdrawn from the sponsor; as the default of sponsor shall be recovered from the sponsor in accordance with rules and the help of Law enforcement agencies (LEAs).

31. **CHANGE OF NAME OF HOUSING SCHEME**

1. The request of sponsors to change the name of the project can be entertained after submitting following documents:
   
   i. Affidavits/undertaking/indemnity bonds by new management of company regarding security of money/liabilities interest/ protection of allottees.
   
   ii. Disputes/liabilities, interest, litigation etc of the allottees/stake holders, if any may be settled.
   
   iii. Public notices may be issued in various daily newspapers, media and website of CDA as well.
   
   iv. Board resolution passed regarding the change of name of the Project.
   
   v. Original resolution passed regarding change of name of the company.
   
   vi. Memorandum of association of company regarding change of name of the project.
   
   vii. Sponsors to undertake regarding liabilities and assets of the housing scheme before and after the change of name of the scheme.

2. Subsequent to vetting/clearance from Law Dte (LA Office, CDA) following formalities will be completed to formally complete the procedure of change of name of layout plan of the scheme.
   
   i. Revised mortgage and transfer deeds with the new name in the name of CDA.
   
   ii. Public Notices by CDA regarding detail of saleable area at the disposal of sponsors for marketing.
   
   iii. Receipt of scrutiny fee for processing the change of name (double the prevailing scrutiny fee of layout plan of scheme).
iv. In case NOC has been issued then with change of name NOC will again require approval of CDA Board.

v. Any other condition can be imposed to safeguard the interest of the allottees.

33. **MISCELLANEOUS**

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

2. The sponsor will display approved layout plan on Bill Boards in the scheme area clearly displaying the following:
   
i. Approved land uses
   
   ii. Mortgaged property
   
   iii. Transferred property.

3. The mortgaged and transferred land will clearly be demarcated on ground in the scheme fenced with barbed wire and display boards.

4. Request for mortgage of alternate plots may be approved provided the land proposed for alternate mortgage is:
   
i. In developed area of the scheme
   
   ii. In a better location w.r.t. width of roads etc.
   
   iii. Of higher market value being commercial.
   
   iv. Encumbrance free and as such will be advertised in national dailies as per clause 9 of Modalities and Procedures.

5. For the Approval of layout Plan, Member Planning and Design (P&D) shall approve the layout plan of housing schemes/projects and vertical housing projects in accordance with the standards and guidelines provided in the modalities and procedures framed under ICT Zoning Regulation 1992 (As amended); subject to clearance of revenue documents of the project from the revenue authorities.


SYED SAFDAR ALI,
Secretary CDA Board.
UNDERTAKING

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

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

a. We shall deposit the entire development cost of the scheme to the Authority as a guarantee towards the development of the scheme. The amount of such development cost, as to be determined by the CDA, shall be acceptable to us. The deposit shall be made by us within 45 days from the date of approval of the layout plan of the scheme.

b. In case we choose not to deposit the development cost of the scheme, we shall mortgage 30% of the saleable area in the detailed layout plan in favour of the CDA free of cost, as a guarantee for completing development works at site within…..years from the date of the NOC to be issued by the CDA. Such mortgage shall be done by us within 45 days from the date of approval of the layout plan of the scheme.

c. We shall pay to the CDA proportionate costs for the trunk services as may be provided by the CDA in the housing scheme. Such costs shall be worked out by the CDA which shall be final and shall be paid by us within the period as may be fixed by the CDA for the purpose.

d. We shall transfer to the CDA, free of charge, the land reserved for open spaces/parks, graveyard and land under right-of-way of roads, etc., in the scheme within 45 days of the clearance of detailed layout plan of the scheme.

e. We understand that the land in the housing scheme or any part thereof is liable to acquisition by the CDA at any time and we undertake that in case the land is so required by the CDA at any stage, we shall have no objection to the same on any ground whatsoever.
f. We shall abide by the layout plan and designs of services as may be approved by the Authority for implementation at site and will not make any change/Modification therein without prior approval of the CDA.

g. We shall comply with all the laws and regulations of CDA as may be in force from time to time as also all such other instructions as may, from time to time, be issued by it in this behalf.

h. We shall be responsible for defect of any nature in the title of the land in the housing scheme and losses/damages, if any, incurred, including profit thereon at the rate of 14% (as may be incurred and determined by CDA) shall be paid by us within the period as may be specified by CDA in this behalf failing which the same shall be recoverable by CDA as arrears of land revenue under the CDA Ordinance, 1960.

i. In case we fail to complete the development works/services within the given time and to the satisfaction of the CDA as per terms and conditions, the CDA shall be entitled to assume control of the scheme and dispose of the mortgaged plots and use the sale proceeds, or a portion thereof, in any development works/services.

For and on behalf of

M/S __________________________

Seal

Witnesses:

1. __________________________
   Occupation: _________________
   Address: _____________________
   CNIC No. _________________

2. __________________________
   Occupation: _________________
   Address: _____________________
   CNIC No. _________________
ANNEXURE “B”

MORTGAGE DEED

This Mortgage Deed is made at Islamabad on the………………………… day of …………………………… in the year……………………….. between M/s………………………………………………………………………………… a company/society registered under the Companies Ordinance 1984/West Pakistan Cooperative Societies Act, 1925, (hereinafter referred to as the “Sponsor” which expression shall, where the context so admits, include its executors, administrators, legal representatives, assigns and successors-in-interest) of the One Part and the Capital Development Authority, an authority established under the CDA Ordinance, 1960, (hereinafter referred to as “the Authority”, which expression shall include its successors-in-office, representative and assigns) of the other part.

Whereas the Sponsors has applied to the Authority in pursuance of ICT (Zoning) Regulation, 1992, for approval of a Housing Scheme over an area of……………… on land bearing Khasra. Nos…………………………………….., Mouza………………., District, Islamabad. The Authority has agreed to approve the scheme on the condition that the sponsor deposits with the Authority as security a sum of Rs…………………………… (Rupees………………………… Only) towards cost of development of the scheme or, in the alternative, mortgages with the Authority 20% of the saleable area of the said Housing Scheme.

And whereas, the sponsor has elected to mortgage with the Authority 20% of the saleable area of the scheme.

Now, therefore, this deed witnessed as follows:—

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

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

3. The Authority shall release the mortgaged plots in proportion to the development that may be completed by the sponsors:—
a. On completion of 10% of the development work, 10% of the mortgaged plots shall be released to the sponsor.

b. On completion of 20% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

c. On completion of 30% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

d. On completion of 40% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

e. On completion of 50% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

f. On completion of 60% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

g. On completion of 70% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

h. On completion of 80% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

i. On completion of 90% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

j. On completion of 100% of the development work, remaining 10% of the mortgaged plots shall be released to the sponsors.

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

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

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

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

(c) That it has a legal right, full power, absolute authority to mortgage the aforesaid property by way of such mortgage.

(d) That it has not prior to the date of THESE PRESENTS done, made, committed, caused or knowingly suffered to be done any act under a deed or matter whereby the right to this mortgage has been or may be impaired.

(e) That it hereby declares that the property offered as security for development of the scheme is free from all sorts of encumbrances and charges and undertakes that the said property shall not be sold or charged without the prior approval in writing of the Authority.

(f) That it shall not put the said property in any other charge or otherwise transfer the same or any part thereof in any way and would keep and hold the Authority secured, harmless and indemnified against all losses and damages caused to be suffered or sustained by the Authority as a result of any defect in its title or any one with respect to the said property or any part thereof.

(g) That it shall keep the property mortgaged with the Authority as security till the entire scheme is fully developed in accordance with the approved plan and designs of services.

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

(i) Takeover possession of the mortgaged property.

(ii) Sell or dispose of the said property or any part thereof, together or in parcel, on the account and at the risk of the sponsor, either privately or by public auction or by private contract, on such terms and conditions as the Authority shall think fit and proper, without the bid and intervention of a court of law and without prejudice to
the Authority’s rights to execute the necessary sale deed, present it for registration and get the same registered and have the necessary mutation of names entered in the Government and Authority’s/Municipal records, and on such transfer the property shall vest in the transferee and all rights in or to the property transferred as if the property had been sold to the transferee by the owner and for the purposes aforesaid or any of them to make agreement, execute assurance and given effectual receipt for discharge for the purchase money and do all other acts and things for completing the sale, which the person or persons exercising powers of sale shall think proper and the aforesaid power shall be deemed to be a power to sell concur in selling without the intervention of the Court.

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

For and on behalf of

M/s ………………………………

For and on behalf of

Capital Development Authority

In the presence of

Witnesses:

1. ______________________
Occupation:_______________
Address:_______________
CNIC No.________________

2. ______________________
Occupation:_______________
Address:_______________
CNIC No.________________
ANNEXURE “C”

TRANSFER DEED

This DEED OF TRANSFER made on the…………………………. day of
………………………………… in the year………………………………by
M/s……………………………………………………………………………………
……………… through their…………………………………………. Hereinafter
called the “Transferor”:—

IN FAVOUR OF

The Capital Development Authority, Islamabad hereinafter called the
“Transferee”.

WHEREAS the transferor is absolute owner with possession of land
measuring……………. kanals………………. marlas bearing KhasraNos
………………………………………………………………………………………… in Mouza……………
Tehsil and District Islamabad.

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

<table>
<thead>
<tr>
<th>KANALS</th>
<th>MARLAS</th>
<th>SQ.FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>For Roads.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>For Parks.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>For Graveyards.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>For Public Buildings (only 1% of the Scheme Area Reserved for Public Buildings)</td>
<td></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, this Deed withnesseth as follows:

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

3. That the Transferor further agrees, at all times hereafter, upon the request and at the expenses of the Transferee, to execute or cause to be executed all such lawful deeds, acts and things whatsoever for better and more perfectly conveying and assuring the “Property” unto the Transferee, its successors-in-office, administrators, assigns as shall be reasonably required by the Transferee, and placing it in its possession according to the true interest and meaning of this deed.

4. That after the execution of this transfer deed, the transferee will be responsible for managing the area transferred to it by the transferor.

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

For and on behalf of

M/s …………………………………

For and on behalf of

Capital Development Authority

In the presence of

Witnesses:

1. ______________________
   Occupation:______________
   Address:______________
   CNIC No.______________

2. ______________________
   Occupation:______________
   Address:______________
   CNIC No.______________
ANNEXURE “D”

CAPITAL DEVELOPMENT AUTHORITY

PUBLIC NOTICE

It is notified for information of general public that M/s………………………… are proposing to sponsor a housing scheme on the land comprising …… plots over an area measuring………………………… on following Khasra Numbers……………… in Mouza………… situated at District Islamabad as shown in this Aks Shajra.

If any person/company/department/organization has any objection/claim on the ownership of the above said land, may submit his/their objections in writing along with certified copy of ownership documents and CNIC within 15 days of the publicity of this public notice, failing which no objection shall be entertained.

Director (Planning)

Capital Development Authority, Islamabad.
ANNEXURE “E”

REDEMPTION DEED

This deed of redemption is made at Islamabad this …………………… day of …………………… in the year …………………. Between (hereinafter referred to as “the mortgager” which expression shall, unless the context admits otherwise, include its executors, administrators, legal representatives, assigns and successors-in-interest) of the one part and the Capital Development Authority, being a corporate body established under the CDA Ordinance, 1960, (hereinafter referred to as the Authority) of the other part.

Whereas a mortgage deed was executed at Islamabad on ………………… by the mortgager whereby the mortgager had mortgaged plots described in the said mortgage deed with the Authority as a security for the development of a housing scheme described therein;

Whereas the Authority was required to redeem the mortgaged plots in accordance with the progress of development as stipulated in the said Mortgaged Deed.

Now, therefore, this Redemption Deed witnessed as follows:

1. That in view of the release order contained in the letter No…………………………… dated…………….. of the Authority, which letter is attached herewith as Annexure-I and shall be construed as a part of this Redemption Deed, the plots described in Annexure-II of this Deed shall stand redeemed from the operation of the said Mortgaged Deed and shall be deemed to have been handed over to the mortgager.

2. that as a result of this redemption, all authority relating to the use or disposal of plots described in the preceding paragraph shall vest in the mortgager and that the Authority shall have nothing whatsoever to do with these plots.

3. That the aforesaid mortgaged deed shall be and remain effective and operative in respect of the remaining plots as described in Annexure-III, as hitherto fore till they are redeemed by the Authority.

For and on behalf of the Authority
…………………………………….

For and on behalf of the Mortgager
…………………………………….

Witnesses:
1. _______________________
Occupation:_______________
Address:__________________
CNIC No.__________________

2. _______________________
Occupation:_______________
Address:__________________
CNIC No.__________________
ANNEXURE-F

Schedule of Fees and Penalties (Housing & Farm Housing Schemes):

<table>
<thead>
<tr>
<th>S. #</th>
<th>Item</th>
<th>Rate</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scrutiny fee for Layout Plan of Housing/ Farm Housing Scheme</td>
<td>Rs.3000/- per kanal</td>
<td>To be charged on entire scheme area</td>
</tr>
<tr>
<td>2</td>
<td>Processing fee for Engineering Designs of Housing/ Farm Housing Scheme</td>
<td>Rs.1000/- per kanal</td>
<td>To be charged on entire scheme area</td>
</tr>
<tr>
<td>3</td>
<td>Fee for Inspection and Monitoring</td>
<td>Rs. 500/- per kanal</td>
<td>To be charged on the entire area with 50% in Advance and 50% on succeeding year</td>
</tr>
<tr>
<td>4</td>
<td>Fee for grant of Extension in completion period</td>
<td>For 1st year Rs. 2000/-&lt;br&gt;For 2nd year Rs. 3000/-&lt;br&gt;For 3rd year Rs. 4000/-&lt;br&gt;For 4th year Rs. 5000/-&lt;br&gt;For 5th year Rs. 6000/-&lt;br&gt;For 6th year Rs. 8000/-&lt;br&gt;(All rates are per kanal)</td>
<td>Fee is to be charged on the entire scheme area. The submission of proper application and requisite dues by the sponsors to service providers like IESCO, SNGPL, Telephone will be entertained and not counted for delay on the part of sponsors if delay is beyond the control of sponsors.</td>
</tr>
<tr>
<td>5</td>
<td>Start of Development of scheme prior obtaining NOC without approval of Engineering Designs</td>
<td>Rs.10,000/- per kanal</td>
<td>Fee to be charged on entire scheme area. Clearing of land dozing only for the possession purpose will be exempted provided they are strictly in accordance with the approved Layout Plan of the Scheme.</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Fee</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------------------------------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Start of Development of scheme prior obtaining NOC, but after getting approval of Engineering Designs</td>
<td>Rs.2000/- per kanal</td>
<td>Fee to be charged on entire scheme area. Clearing of land dozing only for the possession purpose will be exempted provided they are strictly in accordance with the approved Layout Plan of the Scheme.</td>
</tr>
<tr>
<td>7</td>
<td>Fee for scrutiny layout plan of Extended Housing Scheme</td>
<td>Rs.3000/- per kanal</td>
<td>Fee to be charged on the entire area of the Scheme</td>
</tr>
<tr>
<td>8</td>
<td>Penalty for late submission of Engineering Design after the stipulated period</td>
<td>25% of original scrutiny fee of engineering designs, per month</td>
<td>Fee to be charged on the entire scheme area</td>
</tr>
<tr>
<td>9</td>
<td>Penalty for late transfer of land allocated for Roads, Parks/ Playground/ open spaces/Nullah, Amenities, Public Buildings only</td>
<td>Rs.1000/- per kanal per 3 months</td>
<td>Calculations are to be made w.e.f 01-01-2012, as the CDA Board imposed this penalty, first time, in its meeting held on 17-01-2012. Basis of the calculation is the actual area of the scheme to be transferred to CDA</td>
</tr>
<tr>
<td>10</td>
<td>Penalty for Late Mortgage of 20% saleable area only.</td>
<td>Rs.1000/- per kanal per 3 months</td>
<td>Calculations are to be made w.e.f 01-01-2012, as the CDA Board imposed this penalty, first time, in its meeting held on 17-01-2012. Basis of the calculation is the actual area of the scheme to be mortgaged to CDA</td>
</tr>
</tbody>
</table>
**ANNEXURE-G**

Schedule of Fees and Penalties (Vertical Housing and Commercial Housing Projects):

<table>
<thead>
<tr>
<th>S. #</th>
<th>Item</th>
<th>Rate</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Commercialization fee for Layout Plan and External Infrastructure</td>
<td>Rs.1500/- per sq. yards</td>
<td>To be charged on entire project area. For projects within approved private schemes same is to be charged @20% of the rate specified.</td>
</tr>
<tr>
<td></td>
<td>design of vertical Housing project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Commercialization fee for Layout Plan and External Infrastructure</td>
<td>Rs.3500/- per Sq. yards</td>
<td>To be charged on entire scheme area.</td>
</tr>
<tr>
<td></td>
<td>design of commercial Housing project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Fee for Inspection and Monitoring</td>
<td>Rs. 10/- per Sft</td>
<td>To be charged on the entire covered area with 50% in Advance and 50% on succeeding year.</td>
</tr>
<tr>
<td>4</td>
<td>Fee for grant of Extension in completion period</td>
<td>For 1st year Rs. 2000/-</td>
<td>Fee is to be charged on the entire scheme area. The submission of proper application and requisite dues by the sponsors to service providers like IESCO, SNGPL, Telephone will be entertained and not counted for delay on the part of sponsors if delay is beyond the control of sponsors.</td>
</tr>
<tr>
<td></td>
<td>For 2nd year Rs. 3000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For 3rd year Rs. 4000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For 4th year Rs. 5000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For 5th year Rs. 6000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For 6th year Rs. 8000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(All rates are per kanal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Start of Development of scheme prior obtaining NOC without approval</td>
<td>Rs.1,000/- per Sq. feet</td>
<td>Fee to be charged on entire covered area constructed. Clearing of land dozing only for the possession purpose will be exempted provided they are strictly in accordance with the approved Layout Plan of the Scheme.</td>
</tr>
<tr>
<td></td>
<td>of Engineering Designs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Fee</td>
<td>Note</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>6</td>
<td>Start of Development of scheme prior obtaining NOC, but after getting approval of Engineering Designs</td>
<td>Rs.2000/- per kanal</td>
<td>Fee to be charged on entire scheme area. Clearing of land dozing only for the possession purpose will be exempted provided they are strictly in accordance with the approved Layout Plan of the Scheme.</td>
</tr>
<tr>
<td>7</td>
<td>Fee for scrutiny layout plan of Extended Housing Scheme</td>
<td>Rs.3000/- per kanal</td>
<td>Fee to be charged on the entire area of the Scheme</td>
</tr>
<tr>
<td>8</td>
<td>Penalty for late submission of Engineering Design after the stipulated period</td>
<td>25% of original scrutiny fee of engineering designs, per month</td>
<td>Fee to be charged on the entire scheme area</td>
</tr>
<tr>
<td>9</td>
<td>Penalty for late transfer of land allocated for Roads, Parks/ Playground/open spaces/Nullah, Amenities, Public Buildings</td>
<td>Rs.1000/- per kanal per 3 months</td>
<td>Calculations are to be made w.e.f 01-01-2012, as the CDA Board imposed this penalty, first time, in its meeting held on 17-01-2012. Basis of the calculation is the actual area of the scheme to be transferred to CDA</td>
</tr>
<tr>
<td>10</td>
<td>Penalty for Late Mortgage of saleable area</td>
<td>Rs.1000/- per kanal per 3 months</td>
<td>Calculations are to be made w.e.f 01-01-2012, as the CDA Board imposed this penalty, first time, in its meeting held on 17-01-2012. Basis of the calculation is the actual area of the scheme to be mortgaged to CDA</td>
</tr>
</tbody>
</table>
ANNEXURE “H”

CAPITAL DEVELOPMENT AUTHORITY

PUBLIC NOTICE

It is notified for information of general public that M/s……………………
are proposing to sponsor a housing scheme on the land comprising plot Nos………………………… over an area measuring……………………… situated at District Islamabad, and have mortgaged the following plots out their scheme with the CDA:

The plots described above are not to be sold, allotted, transferred or committed in any form to anybody by the owners or by their attorney unless and until the same are released by the CDA. In case of failure or delay in development work of the scheme, these plots shall be sold by the CDA and money so received shall be utilized towards the development of the scheme. The public, therefore, advised, in their own interest, not to purchase or make any deal in respect of any of the plots as described above.

Director (Planning)
Capital Development Authority
Islamabad.