

GENERAL AND CONSTRUCTION BYLAWS



FAZAIA HOUSING SCHEME LAHORE

AIR HEADQUARTERS ISLAMABAD

OCTOBER, 2018

FAZAIA HOUSING SCHEME LAHORE

GENERAL AND CONSTRUCTION BYLAWS

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CHAPTER 1

DEFINITIONS

The following expressions shall have the meanings hereby respectively assigned to them or as the context otherwise require:-

1. **Alteration:** of building includes the structural or other physical alternation for making any addition / removal or other changes in a building.
2. **Allotment Letter:** means a letter in such form as may be prescribed by the Authority from time to time making allotment of a particular property / plot to an applicant:
3. **Allottee:** means a person to whom an Allotment Letter has been issued by way of a method of conveyance as approved and / or permitted by the Authority.
4. **Amalgamation:** means the joining of two or more adjacent plots land use in accordance with prescribed rules /regulations.
5. **Approved:** means as approved in writing by the Authority.
6. **Approved Plan:** means plan for the building or lay out plan approved fry the Authority in accordance with prescribed regulations.
7. **Approved Scheme:** means a project duly approved for urban development, redevelopment or renewal, including larger area plan, area specified and notified for specific use, traffic control plans, housing and zoning scheme.
8. **Arcade:** means a covered walk-way or a verandah between the shops and the road or street on which the shops abut.
9. **Architectural plan:** means a plan showing the arrangements of proposed building works, including floor plans, elevations and sections, in accordance with the requirements of the rules and regulations of the Authority.
10. **Basement:** means the lowest story of a building partially or completely below ground level.
11. **Balcony:** means a roof or platform projected from the walls of the building surrounded with a railing or parapet walls.
12. **Bathroom:** means a room containing a water tap, wash hand basin and a shower or a bath tub or a bath tray, and may be with or without a WC.

13. **Building/House Line:** means a line beyond which the outer face of a building except boundary wall must not be projected in the direction of any street existing or proposed.
14. **Building Plans:** means the plans showing the proposed details of the arrangements of intended building works within the property line.
15. **Building Height:** means total height of a building measured from the crown of the road to the top of building including overhead tank.
16. **Builder:** means any person having the ownership / leasehold title, project proponent, institution, company, firm, agency or government department, autonomous and semiautonomous bodies who intend to undertake, undertake or have undertaken building works.
17. **Byelaws:** means laws, rules and regulations approved by the Governing Body / Executive Board / Competent Authority of Fazaia Housing Scheme Lahore.
18. **Commercial Building:** means a building or part of a building, which is used as shops, offices, business arcade, show rooms, display centers or market for sale of merchandise for retail only, building used for transaction of business or the keeping of accounts, records for similar purposes, professional service facilities, petrol pumps, restaurants, cinemas, theatres, banks, clubs run on commercial basis.
19. **Car Porch:** means a shelter or a shed for a car which is permanently open on at least two sides.
20. **Chamfer:** means the flat surface made by cutting of sharp edge or corner of plot to enhance the visibility at the turning point.
21. **Clear Height:** means the clear height from finished floor to bottom of roof slab.
22. **Completion Certificate:** means the certificate issued by the competent Authority on the completion of construction as per approved plan.
23. **Commercial Zone:** means the area where the commercial buildings are located as shown in the Master plan.
24. **Competent Authority:** means the Authority competent to approve and regulate building and development plans, licenses, levy charges and do so all such things as authorized under these and other rules and regulations.
25. **Construction:** means site excavation, erection, re-erection of a building / structure or making additions and alterations to an existing building / structure.
26. **Demarcation Plan:** means plan showing measurement and location of plot.

27. **Engineer/Registered Engineer:** means a qualified engineer currently registered with Pakistan Engineering Council (PEC) as an engineer.
28. **External Wall:** means any outer wall of a building abutting on an external or internal open space on adjoining property lines.
29. **Fire Escape:** means an exit from a building, in the event of fire.
30. **Floor Area Ratio (FAR):** means the total covered area of a building as permissible under these regulations divided by the area of the plot.
31. **Foundation:** means a structure entirely below the level of the ground which can and distributes the load from pillars, beams or walls on the ground.
32. **Hoarding:** means any advertising tool including advertising boards, neon signs etc which are displayed on the top of the building or in the vacant plot.
33. **Legal Attorney:** means a person who is duly authorized to action behalf of a registered or any other person under Power of Attorney.
34. **Master Plan:** A development plan for an area providing short term and long term policy guidelines for a systematic and controlled growth, liable to amendments as per future requirements after due approval of the Governing Body.
35. **Mezzanine Floor:** means floor between ground and first floor of commercial building and having headroom of 08 feet, forming part of ground floor and having access from within the shops.
36. **Marla:** means a size of land equal to 25 square yards or 225 square feet.
37. **Mosque / Masjid:** (place of Muslim worship) means a building built / designated for the purpose of performance of religious affairs / functions without any sectarian/ethnic affiliations.
38. **NOC:** means No Objection Certificate.
39. **Non-Standard Plot:** means a plot created due to adjustment in town planning or re-planning of area having irregular shape, dimensions and size, different than adjoining rectangular plots.
40. **Owner/Member:** means the registered person.
41. **Parapet:** means wall whether paint, perforated paneled or made of steel angle irons / pipes protecting the edge of the balcony, verandah and roof of building or terrace.

42. **Park:** means a recreational area which may include all or any of the following facilities:-
- a) Jogging track
 - b) Water features like lakes fountains, gushers etc.
 - c) Restaurants or cafeterias or food stalls
 - d) Aviary
 - e) Tube well
 - f) Public toilets;
 - g) Any other recreational facilities (outdoor)
43. **Parking Space:** means an area enclosed or unenclosed covered or open sufficient in size to park vehicles in front of the commercial as well as public buildings as specified in the master plan or as recommended by the Authority thereafter.
44. **Pergola:** means a structure with perforated roof consisting of cross bars in the form of reinforced concrete, wood or steel etc of which at least 50% of roof is open to sky.
45. **Person:** means and includes a registered person, occupant, user, tenant and a licensee of a plot, house or building.
46. **Plot:** means a parcel / piece of land enclosed by definite boundaries.
47. **Plinth:** means finished floor level of the building.
48. **Property Line:** means the plot boundary which separates private property from the public property or a private property from another Private Property.
49. **Public Building:** means a building used or intended to be used either ordinarily or occasionally by the public: such as offices of the Government as well as Semi Government Institutions and agencies, mosque, college, school, library, theatre for cultural activities, public concert hall, club, hospital, public exhibition hall' community centre, lecture room or any other place of public assembly.
50. **Registered Architect:** means a qualified Architect registered with Pakistan Council of Architects & Town Planners (PCATP) as well as registered with the Authority.
51. **Right of Way (ROW):** means the area of road including shoulder / berms between two opposite boundary walls of row of houses / shops or where there are no buildings astride it, it extends up to such limits as may be prescribed by the competent Authority.
52. **Revised or Amended Plan:** means a previously approved drawing plan re-submitted for fresh approval with amendments in accordance with the provision of these rules / regulations.

53. **Scrutiny Fee:** means a fee to be determined and levied in pursuance of provisions of these regulations by Scheme.
54. **Septic Tank:** means a tank in which sewage is collected and decomposed before its discharge into the public / main sewer.
55. **Shop:** means a roofed structure primarily used for the retail sale of goods.
56. **Structural Engineer:** means a consulting engineer registered with PEC having experience in the field of structure design engaged by the builder.
57. **Sun/Rain Shade:** means an outer side, projection from the building over a minimum height of 7 feet from the plinth level providing protection from sun either.
58. **Specified Clear Space:** means the minimum part of a plot which is to be left completely and compulsorily open to sky under the regulations, over which no structure even temporary or any integral part of the building shall be permitted.
59. **DPC:** means Delay Payment Charges levied on account of default in paying any of the dues on due date.
60. **Temporary Structure:** means a structure constructed purely on temporary-basis, wholly within the plot with the approval of Authority for a specific period which shall be demolished on completion of the project or lapse of the approved period.
61. **Verandah/Arcade:** means a roofed gallery, terrace or other portion of a building with at least one side open to courtyard or permanent open space.

CHAPTER 2

PROCEDURE FOR TRANSFER OF PLOT FAZAIA HOUSING SCHEME (PHASE I & II) LAHORE

1. Procedure for regular Transfer:

Formalities by the seller

The seller is to provide the following to Directorate of Estate Projects for transfer of plot:-

- a) NOC for transfer of plot from Directorate of Estate Projects
- b) Application for Transfer of plot by seller. (Attached as **Annexure 'A'**).
- c) Attested Photo copy of computerized National Identity Card (CNIC) of seller.
- d) Affidavit on stamp paper of Rs 50/- (Drawn in the name of Seller) attested by Notary public. (Attached as **Annexure 'B'**).
- e) Draft/Pay Order for all outstanding dues if any in favour of Dte of Estate Projects, AHQ Islamabad.
- f) Original Allotment Letter shall be returned to the Directorate of Estate Projects at the time of transfer of plot.
- g) Withholding tax, in case if plot is being transfer within 3 years. (1% for filer & 2% for Non filer).
- h) Clearance certificate of Property Tax from Excise & Taxation Office, Lahore.

Note:- Seller and purchaser have to appear in person (no exemption in any case), along with original CNICs at the time of transfer for verification, at Fazaia Reception AHQ Islamabad / Fazaia (Dett) Lahore for transfer of plot.

Formalities by purchaser

Purchaser is to provide the following to Directorate of Estate Projects for transfer of plot:-

- a) Membership form attested by Notary Public. Attached as **Annexure 'C'**.
- b) Attested photo copy of CNIC of purchaser.
- c) Attested photo copy of CNIC of NOK and 02 witnesses.
- d) Affidavit on stamp paper of Rs 50/- (drawn in the name of purchaser) attested by Notary Public. Attached as **Annexure 'D'**.
- e) Agreement on stamp paper of Rs 50/- (drawn in the name of Purchaser) attested by Notary Public. Attached as **Annexure 'E'**.
- f) One passport size photograph of the purchaser.
- g) Draft/Pay Order for Transfer/membership fee in favour of Directorate of Estate Projects, AHQ Islamabad.
- h) Affidavit on stamp paper of Rs 1200/- (Sale agreement between seller and purchaser).
- i) 5% Stamp Duty levied by Govt of Punjab in Govt Treasury alongwith E-stamp papers.
- j) Advance Tax @ 2% for Filer and 4% for Non Filer if value of property exceeds Rs 04 Mil.
- k) TMA Tax @ 1%.

2. Procedure for transfer of Plot as Gift.

For Transfer of gift plot following documents would be required:-

- a) NOC for transfer of plot as gift from Directorate of Estate Projects along with FRC (Family Registration Certificate).
- b) Membership application form. (Attached as **Annexure 'C'**).
- c) Application for Gift of Plot duly attested by Notary Public. (Attached as **Annexure 'F'**).
- d) Affidavit by the Donor & Donee on stamp paper of Rs 50/- duly attested by Notary Public. (Attached as **Annexure 'G'**).
- e) Agreement on stamp paper of Rs 50/- (drawn in the name of Donee) attested by Notary Public. (Attached as **Annexure 'H'**).
- f) Attested photo copy of CNIC of Donor, Donee, NOK & 02 witnesses.
- g) Original allotment letter issued by Directorate of Estate Projects.
- h) Draft / Pay order in the favour of Directorate of Estate Projects (FHS-I Lhr) Air Headquarters, Islamabad.
- j) 3% Stamp Duty levied by Govt of Punjab in Govt Treasury along with E-stamp papers.
- k) TMA Tax @ 1%.
- l) Clearance certificate of Property Tax from Excise & Taxation Office, Lahore.

Note:- Donor and Donee have to appear in person (no exemption in any case), along with original CNICs at the time of transfer for verification, at Fazaia Reception AHQ Islamabad / Fazaia (Dett) Lahore for transfer of plot.

3. Procedure for Transfer of Plot in Case of Death:

1. Application is to be given by next of kin/legal heirs with complete details to Air Headquarters Islamabad (Dte of EP). Dte of EP would verify the contents of application viz a viz the record available.
2. Dte of EP would intimate the requirements in writing to the applicant.
3. The next of kin/legal heirs would submit following documents:-
 - a) Membership Application Form - Attached as **Annexure 'C'**
 - b) Certificate by widow of deceased on stamp paper of Rs 50 (if plot is being transferred in the name of widow) - Attached as **Annexure 'J'**
 - c) Undertaking by all legal heirs according to **suit for declaration / succession certificate on stamp paper of Rs 50/-** (if plot is being transferred in the name of any one legal heir) - Attached as **Annexure 'K'**
 - d) Agreement on stamp paper of Rs 50/- (drawn in the name of nominee) attested by Notary Public.
 - e) Original allotment letter issued by Directorate of Estate projects.
 - f) Attested copy of death certificate.
 - g) Attested photo copy of CNIC of member nominee, witnesses and all the legal heirs.

- h) Certified copy of Legal heir's "**suit for declaration / succession certificate**" for immovable property from competent court of law (indicating property details).
- i) Appearances of all legal heirs are compulsory.
- j) 3% Stamp duty will have to be deposited in Govt Treasury of Punjab along with E-stamp papers.
- k) TMA Tax @ 1%.
- l) Clearance certificate of Property Tax from Excise & Taxation Office, Lahore.

Note:- All legal heirs have to appear in person (no exemption in any case), along with original CNICs at the time of transfer for verification, at Fazaia Reception AHQ Islamabad / Fazaia (Dett) Lahore for transfer of plot.

4. Procedure for transfer of plot through power of attorney (Seller):

Formalities by the seller

The seller is to provide the following to Directorate of Estate Projects for transfer of plot:-

- a. Members living abroad would submit foreign power of attorney, through nominated attorney duly verified from concerned Pakistan Embassy, Ministry of Foreign Affairs and registered in Concerned Registrar Office. Attorney of seller would submit Rs 10,000 as processing fee along with FPA to Directorate of EP.
- b. Directorate would dispatch the same foreign power of attorney to concerned Embassy / Ministry of Foreign Affairs for re-verification.
- c. On receiving back the Foreign Power of Attorney the nominee would be informed for further transfer action of plot.
- d. NOC for transfer of plot from Directorate of Estate Projects.
- e. Application for Transfer of plot by seller. Attached as **Annexure 'A'**.
- f. Attested Photo copy of computerized National Identity Card (CNIC) of seller.
- g. Affidavit on stamp paper of Rs 50/- (Drawn in the name of Seller) attested by Notary public. Attached as **Annexure 'B'**.
- h. Draft / Pay Order for all outstanding dues if any in favour of Dte of Estate Projects, AHQ Islamabad.
- i. Original Allotment Letter shall be returned to the Directorate of Estate Projects at the time of transfer of plot.
- j. Withholding tax, in case if plot is being transfer within 3 years. (1% for filer & 2% for Non filer).
- k. Clearance certificate of Property Tax from Excise & Taxation Office, Lahore.

Note:- Seller (POA holder) and purchaser have to appear in person (no exemption in any case), along with original CNICs at the time of transfer for verification, at Fazaia Reception AHQ Islamabad / Fazaia (Dett) Lahore for transfer of plot.

Formalities by purchaser

Purchaser is to provide the following to Directorate of Estate Projects for transfer of plot:-

- a. Members living abroad would ask his executant in Pakistan to send stamp paper

of Rs 50 (drawn on the name of Power of Attorney Holder) with undertaking that he is giving Power of Attorney to the executant to purchaser plot on his behalf. This POA needs no verification from Pakistan Embassy, Ministry of Foreign Affairs and registration in Registrar Office. Purchaser / Attorney would submit Rs 3,000 as processing fee along with affidavit to Dte of Estate Project. Specimen of Power of Attorney Attached as **Annexure 'L'**.

- b. **Additional Documents Required.** Following documents would also be required:-
- i) Copy of purchaser's and nominee's Computerized National Identity Card (CNIC).
 - ii) Attested copy of Passport and Visa with Exit and Entry Stamps.
 - iii) 2 x Attested Passport size Photographs of purchaser and nominee.
- c. On receipt of Foreign Power of Attorney and requisite transfer documents, the nominee would be informed for further transfer action of plot.
- d. Membership form attested by Notary Public. Attached as **Annexure 'C'**
- e. Attested photo copy of CNIC of purchaser.
- f. Attested photo copy of CNIC of NOK and 02 witnesses.
- g. Affidavit on stamp paper of Rs 50/- (drawn in the name of purchaser) attested by Notary Public. Attached as **Annexure 'B'**
- h. Agreement on stamp paper of Rs 50/- (drawn in the name of Purchaser) attested by Notary Public. Attached as **Annexure 'E'**
- i. One passport size photograph of the purchaser.
- j. Draft/Pay Order for Transfer/membership fee in favour of Directorate of Estate Projects, AHQ Islamabad.
- k. Affidavit on stamp paper of Rs 1200/- (Sale agreement between seller and purchaser).
- l. 5% Stamp Duty levied by Govt of Punjab in Govt Treasury along with E- stamp papers.
- m. Advance Tax @ 2% for Filer and 4% for Non Filer if value of property exceeds Rs 04 Mil.
- n. TMA Tax @ 1%.

5. Procedure for the issuance of duplicate allotment letter in case of original allotment letter is lost

In case of loss of Original allotment letter by the member, the following procedure would be followed for getting duplicate copy of allotment letter:-

- (a) Written application by the member. Attached as **Annexure 'M'**
- (b) Affidavit on stamp paper of Rs 50/- by member. Attached as **Annexure 'N'**
- (c) Draft/Pay Order for Duplicate Allotment Letter Fee Rs 1,500/- in favour of Directorate of Estate Projects, AHQ Islamabad.

6. MISC charges for transfer / NOC and membership fee

- a) Membership Fee for residential plot Rs 5,000/-
- b) Membership Fee for commercial plot Rs 15,000/-

S No	Category	NOC Fee (in Rs)	Normal Fee	Gift Fee
(a)	800 Sq yds	2,000/- (initial allottee)	135,000/-	50,000/-
		3,000/- (Subsequent)		
(b)	500 SqYds	2,000/- (initial allottee)	100,000/-	35,000/-
		3,000/- (Subsequent)		
(c)	250 Sq Yds	1,000/- (initial allottee)	55,000/-	25,000/-
		2,000/- (Subsequent)		
(d)	175 Sq Yds	1,000/- (initial allottee)	45,000/-	18,000/-
		2,000/- (Subsequent)		
(e)	125 Sq Yds	1,000/- (initial allottee)	35,000/-	15,000/-
		2,000/- (Subsequent)		
(f)	125 Sq Yds (Comm) Fazaia-I	2,500/- (initial allottee)	250,000/-	88,000/-
		3,500/- (Subsequent)		
(g)	125 Sq Yds (Comm) Fazaia-II	1,000/- (initial allottee)	125,000/-	44,000/-
		2,000/- (Subsequent)		
Constructed Houses				
(a)	800 Sq yds	2,000/- (initial allottee)	250,000/-	90,000/-
		3,000/- (Subsequent)		
(b)	500 SqYds	2,000/- (initial allottee)	160,000/-	70,000/-
		3,000/- (Subsequent)		
(c)	250 Sq Yds	1,000/- (initial allottee)	115,000/-	40,000/-
		2,000/- (Subsequent)		
(d)	175 Sq Yds	1,000/- (initial allottee)	-	-
		2,000/- (Subsequent)	-	-
(e)	125 Sq Yds	1,000/- (initial allottee)	70,000/-	25,000/-

7. Non Utilization Charges

Members shall be given three years' time frame to commence construction of houses on their plots from the date on which the block is opened for construction. Thereafter, non-utilization charges are to be recovered by Dte of Estate Projects against vacant plots on half yearly basis as under:

- (a) January to June, in the month of July.
- (b) July to December, in the month of January.

These charges are to be paid by members through a bank draft or pay order favour of Dte of Estate Projects at the following rates:-

- (a) 800 Sq Yds Plots Rs 1067/- per month or Rs 12,800/- per annum
- (b) 500 Sq Yds Plots Rs 667/- per month or Rs 8000/- per annum
- (c) 250 Sq Yds Plots Rs 334/- per month or Rs 4000/- per annum

Note:- In case of late receipt of dues delayed payment charges [DPC] @ 14% PA or as per revised rate decided by Air Headquarters would be levied. The above rates can be revised by AHQ as & when considered necessary).

8. Service Charges

9. The service Charges against constructed plots are to be recovered by the Fazaia Executive Committee (FEC) / Fazaia (Dett) on monthly basis from the date of approval of drawings/issuance of construction letter. The recovery of non-utilization charges shall be seized from the said date. The service charges are to be paid by members @ Rs 3/- per Sq Yd of plot size on monthly basis through a bank draft or pay order in favour of Dte of Estate Projects. The details of service charges for the standard plots sizes are following:-

- (a) 800 Sq Yds Plots Rs 4,000/- per month
- (b) 500 Sq Yds Plots Rs 2,500/- per month
- (c) 250 Sq Yds Plots Rs 1,250/- per month

AHQ/_____/EP

Directorate of Estate Projects
Air Headquarters, Islamabad

Dear Sir,

**APPLICATION FOR TRANSFER OF PLOT / HOUSE FAZAIA
HOUSING SCHEME-I & II, LAHORE
(By Seller)**

1. It is informed that I have sold my plot / House No _____ Street No _____ Block _____ in Fazaia Housing Scheme-I Lahore. Mr/Mrs/Miss _____ resident of _____ CNIC _____ through Power of Attorney.
2. I have cleared all my dues in respect of the above stated plot and the following documents are attached for your perusal:-
 - (a) Application for membership by the purchaser.
 - (b) Affidavit by the seller.
 - (c) Affidavit by the purchaser.
 - (d) Sale agreement.
 - (e) Original allotment/Transfer letter Ref No _____ Dated _____
 - (f) Pay order / Bank Draft for Rs _____ as transfer and membership fee.
3. It is requested that the plot may please be transferred in the name of above purchaser.

Signature
Name

Membership No _____
Address _____
POA Holder _____
CNIC

Countersigned by Notary Public with date and stamp.

AFFIDAVIT BY SELLER
(On Stamp Paper of Rs 50/-)

I _____ S/O _____ Resident of _____
_____ CNIC No _____ do hereby declare on
solemn affirmation as under:-

1. That, the deponent has acquired the title, rights and lien in respect of membership No _____ of Fazaia Housing Scheme-I Lahore sponsored by the Directorate of Estate Projects Air Headquarters, Islamabad.
2. That the deponent has been allotted / transferred plot / House No _____ Street No _____ Size _____ Sq Yds vide allotment letter No _____ dated _____ in the above stated scheme hereinafter called the plot/house.
3. That the deponent has paid and cleared all his up-to-date dues towards the cost of the plot/house and has cleared the loan liability including markup.
4. That, the deponent has agreed to transfer all his rights and liabilities with respect to the plot/house _____ S/O _____ resident of _____ CNIC No _____ (hereinafter called the transferee).
5. That, the deponent has settled all financial claims with the transferee as regard to the plot/house and has no objection if the plot/house is transferred in the name of the transferee.
6. That, the deponent agrees that, hereinafter, the transferee shall be the exclusive owner of the plot/house without any interruption or adverse claim made by the deponent or his legal heirs and that this document shall not be cancelled or invoked at any stage hereinafter by the deponent.

The above statement is true and correct to
the best of my knowledge and belief and that
nothing has been concealed.

Witness No 1
Signatures _____
Name _____
Address _____

CNIC _____
Date:- _____

(Deponent)
Signatures _____
Name _____
Rank _____
Pak/No _____
CNIC _____
Address _____
Date:- _____

Signatures of Witness No 2
Signatures _____
Name _____
Address _____

CNIC _____
Date:- _____

Note: (to be attested by Notary Public with date and stamp)



**FAZAIA HOUSING SCHEME-I & II, LAHORE
AIR HEADQUARTERS, ISLAMABAD
(BY PURCHASER)**

APPLICATION FOR MEMBERSHIP

1. *Rank _____

2. Name

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3. *Pak No _____ 4. * Branch _____

5. Date of Commission

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. Date of Birth

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. CNIC No

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

8. Father Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

9. Present Address _____

_____ Tel No _____ Cell Phone _____

10. Permanent Address _____

_____ Tel No _____ Cell Phone _____

11. Next of kin Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

CNIC (Next of kin)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Relation _____ Address _____

12. Size of House/Plot _____

13. Details of Payment: Amount Rs. _____

Bank Draft/Pay Order No _____ Name of Bank _____

Date _____

I hereby undertake that the particulars given above are correct to the best of my knowledge. I further declare that I shall abide by the existing Bye laws, rules, regulations, conditions etc and subsequent ones which may be prescribed from timeto time for the Transfer of plot under the Fazaia Housing Scheme-I Lahore. I have read & understood the contents of terms & conditions overleaf.

Signatures _____

Name _____

Address _____

Date: _____

* If applicable

Note: To be countersigned by Notary public with stamp & date

(FOR OFFICIAL USE ONLY)

Entered in Computer _____ Rank _____ Name _____



AFFIDAVIT BY PURCHASER

(On Stamp Paper of Rs 50/-)

I Mr / Mrs _____ S/O, D/O, W/O _____ Resident of
 _____ CNIC No _____ do hereby appoint, make,
 constitute and nominate Mr / Mrs _____ S/O, D/O, W/O
 _____ Resident of _____ CNIC No
 _____ lawful attorney in respect of plot No _____ Street / Road No
 _____ Block _____ measuring _____ Sq Yds against membership No _____ in
 Fazaia Housing Scheme-I, Lahore do hereby declare on solemn affirmation as under:-

1. That, the deponent has agreed to acquire the title, rights and lien in respect of plot No _____ Street / Road No _____ Block _____ measuring _____ Sq Yds in the Fazaia Housing Scheme-I Lahore from _____ S/O _____ CNIC No _____ (hereinafter called the seller).
2. That the deponent has applied for membership of the scheme and understands that the transfer of the house in his name is subject to approval of his membership by Directorate of Estate Projects, Air Headquarters, Islamabad, hereinafter called the Dte.
3. That the deponent has settled all financial claims with the seller and agrees to pay all future dues including Care Maintenance & Security Charges in respect of the plot /house payable to the Dte as and when demanded.
4. That, the deponent shall abide by all terms, conditions and rules formulated under the byelaws of the scheme and the draft agreement to be executed by him with the dte.
5. That the deponent undertakes that he will not further transfer / sell or create any type of encumbrances charges or lien in respect of the residential house to any person who is not otherwise eligible to become member of the scheme.

The above statement is true and correct to the best of my
 knowledge and belief and that nothing has been concealed.

Witness No 1
 Signatures _____
 Name _____
 Address _____

 CNIC _____
 Date:- _____

(Deponent)
 Signatures _____
 Name _____
 Rank _____
 Pak/No _____
 CNIC _____
 Address _____
 Date:- _____

Signatures of Witness No 2
 Signatures _____
 Name _____
 Address _____

 CNIC _____
 Date:- _____

Note: (to be attested by Notary Public with date and stamp)

SPECIMEN OF AGREEMENT

(By Purchaser)

(On stamp paper of Rs 50/-)

1. This agreement is made at (Islamabad / Lahore) ----- day of ----- 20----- in between the Directorate of Estate Projects Air Headquarters, Islamabad (hereinafter called the Directorate) through its authorized representative which expression shall include its successors and assignee of the one part and Mr/Mrs/Miss ----- S/O, W/O, D/O ----- resident of ----- Computerized National Identity Card No ----- who is the member of Fazaia Housing Scheme-I Lahore having his / her membership No ----- (hereinafter called the Member / Allottee / Transferee) which expression shall include his / her successors and legal representative of the other part.

2. WHEREAS the Directorate has developed a housing colony under the name and style of Fazaia Housing Scheme, located at Raiwind Road, Lahore (hereinafter called the colony).

and

3. WHEREAS the Member / Allottee / Transferee has deposited with the Directorate Rs ----- for the transfer of House No ----- Street No ----- Block No (if applicable) ----- in the colony fully described in the schedule given below (hereinafter called the said plot) for construction of a residential building and the rights of ownership and uses in and over the plot rest absolutely with the Directorate.

and

4. WHEREAS the Directorate has agreed to sell/ transfer the said plot to the said Member / Allottee / Transferee who has also agreed to purchase the said plot on the terms and conditions hereinafter set forth.

5. Now, therefore, the parties agree as follows:-

(a) On the execution of this agreement, the member/allottee shall take over physical possession of the plot at the site and shall have the right and liberty to enter upon he said plot for the purpose of building and execution works in the manner and to the extent as approved by the Directorate.

(b) The actual amount payable by the said member on account of full price of the plot shall be determined on demarcation and actual measurement together with the development charges incurred by the Directorate.

(c) Member / Allottee / Transferee will pay Rs 1000/- as demarcation fee for which seven days period notice will be required. Any subsequent measurement of the plot at the request of Member / Allottee / Transferee shall be charges Rs 500/- each time.

(d) In case any amount remains unpaid for more than 2 months, after it becomes due, whether formally demanded or not, the Directorate shall have the right to cancel the allotment, after a further grace period of one month.

(e) The member shall within 2 months from the date of physical possession of the said plot submit building plans prepared by a Lecensed Architect for the approval of the Directorate. The

Member / Allottee / Transferee shall be responsible to get this plan approved by LDA and complete construction within a period of three years strictly accordingly to the approved plan.

6. No application for extension in construction period will be entered unless submitted within thirty days before the expiry of construction period. Each request will be considered on merit.
7. The Directorate shall charge @ Rs 5/- Per Sq Yds of the plot as surcharge per annum for allowing extension in the construction period.
8. The member shall not without obtaining prior approval of the Directorate in writing.
 - (a) Use the plot for the purpose other than the construction of building for residential purpose.
 - (b) Sub-divide the plot or alter any of its dimension.
 - (c) Amalgamate the plot or any part thereof with any adjoin plot for the construction of a single building or for any other purpose whatsoever.
9. All clearance and filling up with earth upto a level not lower than the level of the crown of the adjoining road and leveling of the plot, as may be required, shall be done by the member at his / her own cost and will not be entitled to obtain filling from any adjacent land of the colony.
10. The expenses of registering this agreement and Sale Deed thereafter shall be borne by the member or his / her successors as the case may be.
11. The authorized officials of the Directorate may enter upon the said plot and member / allottee / transferee shall have no objection to such entry at all reasonable hours for tis inspection or of the building under construction or standing thereon.
12. If in the opinion of the Directorate, whose decision in this behalf shall be final, the topography of the plot so requires, the Directorate shall, at all times hereafter, have the right of passages and running of water and soil from the adjoining and neighboring lands and the building now or hereafter erected thereon through sewerage, drain pipes and channels or any of them for the purpose of force erosion the said right of running of water and soil but without making any allowance or paying any compensation to the member / allottee / transferee for the exercise of such rights.
13. The allotment of the plot secured by fraud or mi-representation shall be liable to cancellation and price paid thereof shall be forfeited to the Directorate.
14. The member shall comply with and abide by the rules, regulations, bye-laws, orders and directions as may be issued from time to time by the Directorate or any other competent authority.
15. The member shall from the date he/ she comes in physical possession of the plot, pay all taxes, rates, assessments, duties, charges (including betterment and maintenance charges and imposite, which may now or hereafter be charged or imposed upon or payable in respect of the said plot or any structure thereon or anything thereto, to any competent authority (including the Dte) under any law, rules, bye-laws or orders of the time being in force.
16. Any notice or communication from one party to the other shall be deemed sufficiently served if addressed and delivered personally or posted under registered cover at the last known address of the other party.
17. Time will be the essence of the contract in these terms and conditions.

**Countersigned by Notary public with
Stamp and date**

(Deponent)

Signatures _____

Name _____

CNIC No _____

Address _____

Date:- _____

PAO Holder _____

CNIC _____

AHQ/_____/EP

Dear Sir,

APPLICATION FOR GIFT OF PLOT

(By Doner)

1. It is informed that I have gifted my plot / House No _____ Street No _____ in Fazaia Housing Scheme-I Lahore. Mr/Mrs/Miss _____ resident of _____ CNIC _____.

2. I have cleared all my dues in respect of the above stated plot/house and the following documents are attached for your perusal:-

- (a) Application for membership by the donee.
- (b) Affidavit by the doner / done (Declaration of gift).
- (c) Original allotment/Transfer letter Ref No _____ Dated _____
- (d) Pay order / Bank Draft for Rs _____ as transfer and membership fee.
- (e) If any claim arises for this plot at any stage I would be responsible of clearing debts/payment involved.

3. It is requested that the plot may please be transferred in the name of above.

Witness No 1

Signatures _____
Name _____
Address _____
CNIC _____
(Attested photo copy attached)
Date:- _____

(Deponent)

Signatures _____
Name _____
Address _____
CNIC _____
(Attested photo copy attached)
Date:- _____

**AFFIDAVIT BY DONOR & DONEE, FOR GIFT OF PLOT
DECLARATION OF GIFT**

(on stamp paper of Rs 50/-)

This declaration of Gift is made at _____ on this

Between _____ resident of _____ hereinafter called the "DONOR" which expression unless repugnant to the context, shall mean and include his heirs, successors, administrators, executors and assigns of the ONE PART,

AND

Mr. _____ S/O,D/O _____ Mr/Mrs

Resident of _____ hereinafter called the "DONEE" which expression unless repugnant to the context, shall mean and include his heirs, successors, administration, executors and assigns of the OTHER PART,

WHEREAS the DONOR is the sole owner of Plot No _____ Block No (if applicable) _____ Fazaia Housing Scheme-I Lahore measuring _____ Sq Yards, which is free from all encumbrances.

This is voluntary of the aforementioned gift to the donee without any prejudice, whatsoever to the existing rights, interest, claim, title of the owner.

WHEREAS the DONEE is wife/husband/son/daughter of the Donor and in consideration of his love and affection with his wife/husband/son/daughter hereby gift out his wife/husband/son/daughter aforementioned property to the DONEE. That the said property of gift has been duly accepted whole heartedly and without any mental reservation by the said DONEE. The possession of above mentioned gifted property has been handed over by the DONOR to the DONEE on the spot.

The Donee is competent to utilize the said property in any manner and the DONOR or any of his legal heirs would have no right or titled or interest whatsoever in the said gifted property.

IN WITNESS WHEREOF, THE DONOR has put his respective hand to this deed in presence of the witness below. It is further stated that the DONOR has not gifted any other plot to his bonafied member of family in Fazaia Housing Scheme-I Lahore.

SIGNATURE OF DONOR _____
NAME _____
ADDRSS _____
CNIC NO _____
DATE _____

SPECIMEN OF AGREEMENT

(By Donee)

(On stamp paper of Rs 50/-)

1. This agreement is made at (Islambad/Lahore) ----- day of ----- 20----- in between the Directorate of Estate Projects Air Headquarters, Islamabad (hereinafter called the Directorate) through its authorized representative which expression shall include its successors and assignee of the one part and Mr/Mrs/Miss ----- S/O, W/O, D/O ----- resident of -----Computerized National Identity Card No ----- who is the member of Fazaia Housing Scheme-I Lahore having his / her membership No ----- (hereinafter called the Member / Allottee / Transferee) which expression shall include his / her successors and legal representative of the other part.

2. WHEREAS the Directorate has developed a housing colony under the name and style of Fazaia Housing Scheme, located at Raiwind Road, Lahore (hereinafter called the colony).

and

3. WHEREAS the Member / Allottee / Transferee has deposited with the Directorate Rs ----- for the transfer of House No ----- Street No -----Block No (if applicable) -----in the colony fully described in the schedule givben below (hereinafter called the said plot) for construction of a residential building and the rights of ownership and uses in and over the plot rest absolutely with the Directorate.

and

4. WHEREAS the Directorate has agreed to sell/ transfer the said plot to the said Member / Allottee / Transferee who has also agreed to purchase the said plot on the terms and conditions hereinafter set forth.

5. Now, therefore, the parties agree as follows:-

(a) On the execution of this agreement, the member/allottee shall take over physical possession of the plot at the site and shall have the right and liberty to enter upon he said plot for the purpose of building and execution works in the manner and to the extent as approved by the Directorate.

(b) The actual amount payable by the said member on account of full price of the plot shall be determined on demarcation and actual measurement together with the development charges incurred by the Directorate.

(c) Member / Allottee / Transferee will pay Rs 1000/- as demarcation fee for which seven days period notice will be required. Any subsequent measurement of the plot at the request of Member / Allottee / Transferee shall be charges Rs 500/- each time.

(d) In case any amount remains unpaid for more than 2 months, after it becomes due, whether formally demanded or not, the Directorate shall have the right to cancel the allotment, after a further grace period of one month.

(e) The member shall within 2 months from the date of physical possession of the said plot submit building plans prepared by a Lecensed Architect for the approval of the Directorate. The

Member / Allottee / Transferee shall be responsible to get this plan approved by LDA and complete construction within a period of three years strictly accordingly to the approved plan.

6. No application for extension in construction period will be entered unless submitted within thirty days before the expiry of construction period. Each request will be considered on merit.
7. The Directorate shall charge @ Rs 5/- Per Sq Yds of the plot as surcharge per annum for allowing extension in the construction period.
8. The member shall not without obtaining prior approval of the Directorate in writing.
 - (a) Use the plot for the purpose other than the construction of building for residential purpose.
 - (b) Sub-divide the plot or alter any of its dimension.
 - (c) Amalgamate the plot or any part thereof with any adjoin plot for the construction of a single building or for any other purpose whatsoever.
9. All clearance and filling up with earth upto a level not lower than the level of the crown of the adjoining road and leveling of the plot, as may be required, shall be done by the member at his / her own cost and will not be entitled to obtain filling from any adjacent land of the colony.
10. The expenses of registering this agreement and Sale Deed thereafter shall be borne by the member or his / her successors as the case may be.
11. The authorized officials of the Directorate may enter upon the said plot and member / allottee / transferee shall have no objection to such entry at all reasonable hours for tis inspection or of the building under construction or standing thereon.
12. If in the opinion of the Directorate, whose decision in this behalf shall be final, the topography of the plot so requires, the Directorate shall, at all times hereafter, have the right of passages and running of water and soil from the adjoining and neighboring lands and the building now or hereafter erected thereon through sewerage, drain pipes and channels or any of them for the purpose of force erosion the said right of running of water and soil but without making any allowance or paying any compensation to the member / allottee / transferee for the exercise of such rights.
13. The allotment of the plot secured by fraud or mi-representation shall be liable to cancellation and price paid thereof shall be forfeited to the Directorate.
14. The member shall comply with and abide by the rules, regulations, bye-laws, orders and directions as may be issued from time to time by the Directorate or any other competent authority.
15. The member shall from the date he/ she comes in physical possession of the plot, pay all taxes, rates, assessments, duties, charges (including betterment and maintenance charges and imposit, which may now or hereafter be charged or imposed upon or payable in respect of the said plot or any structure thereon or anything thereto , to any competent authority (including the Dte) under any law, rules, bye-laws or orders of the time being in force.
16. Any notice or communication from one party to the other shall be deemed sufficiently served if addressed and delivered personally or posted under registered cover at the last known address of the other party.
17. Time will be the essence of the contract in these terms and conditions.

**Countersigned by Notary public with
Stamp and date**

(Deponent)

Signatures _____

Name _____

CNIC No _____

Address _____

Date:- _____

PAO Holder _____

CNIC _____

CERTIFICATE TO BE RENDERED BY WIDOW OF DECEASED

(on stamp paper of Rs 50/-)

I Mrs. _____ resident of (Address)_____ do hereby declare on solemn affirmation as under:-

1. That the deponent is the widow of _____ who died on _____
2. Plot No _____ Street No _____ Block No (if applicable) _____ in Fazaia Housing Scheme-I Lahore was allotted to my husband.
3. The deceased had nominated the deponents as the nominee for the transfer of membership of Fazaia Housing Scheme-I Lahore and all rights accruing from it.
4. That the said plot is to be transferred in my name according to rules.
5. I have not remarried.
6. I have _____ children who are living with me.
7. I will surrender the property in favour of my children if I decide to remarry.
8. I solemnly undertake that all the information given above is true.

Witness No 1

Signatures _____
Name _____
Address _____
CNIC No _____
Date:- _____

(Deponent)

Signatures _____
Name _____
Address _____
CNIC No _____
Date:- _____

Witness No 2

Signatures _____
Name _____
Address _____
CNIC No _____
Date:- _____

Note: - To be attested by Notary Public Signatures with stamp & date

UNDERTAKING BY LEGAL HEIRS

(on stamp paper of Rs 50/-)

It is to inform that Mr _____ S/O _____ CNIC No _____ was the member of Housing Scheme-I, Lahore. He was allotted the membership No _____, for Plot No _____ Street No _____ Block _____. Unfortunately ha has expired on _____. We all being the legal heirs of _____ have no objection if the above quoted plot is transferred on the name of Mr /Mrs _____ Son / Daughter / Father / Widow of the deceased. We hereby also undertake that we shall not claim for any type of right on the property mentioned herein in future also.

Witness No 1

Signatures _____
Name _____
CNIC No _____

Signature _____
Name _____
Son of D/O _____
CNIC No _____
(Attested photo copy attached)

Witness No 2

Signatures _____
Name _____
CNIC No _____

Signature _____
Name _____
Son of D/O _____
CNIC No _____
(Attested photo copy attached)

Signature _____
Name _____
Son of D/O _____
CNIC No _____
(Attested photo copy attached)

Signature _____
Name _____
Son of D/O _____
CNIC No _____
(Attested photo copy attached)

Signature _____
Name _____
Son of D/O _____
CNIC No _____
(Attested photo copy attached)

Note: - To be attested by Notary Public

ANNEXURE 'L'

POWER OF ATTORNEY (PURCHASER ONLY)

(On Stamp Paper of Rs 50/-)

1. I Mr / Mrs _____ S/O, D/O, W/O _____
Resident of _____ CNIC No _____ do hereby
appoint, make, constitute and nominate Mr / Mrs _____ S/O, D/O, W/O
_____ Resident of _____ CNIC No
_____ lawful attorney in respect of plot No _____ Street / Road No
_____ Block _____ measuring _____ Sq Yds against membership No _____ in
Fazaia Housing Scheme-I, Lahore on my behalf to:-

- (a) Purchase a plot / house / apartment on my name and sign and execute all necessary documents in this regard.
- (b) Deposit all dues, expenses, NOC / membership / transfer fee etc and obtain receipt.
- (c) Appear before designated Transfer & Record Officer and sign transfer documents / transfer register on behalf of the purchaser.
- (d) Collect the allotment letter on my behalf after payment of required fee if any.

2. I hereby agree that all acts, deeds and things lawfully done by the said power of attorney shall be constructed as acts deeds and things done by me and I undertake to rectify and confirm all and whatsoever my said attorney has lawfully done for me by virtue of powers hereby given. Moreover this power of attorney hold good only for purchase of plot / house / apartment.

The above statement is true and correct to the best of my knowledge and belief and that nothing has been concealed.

Purchaser Sign _____

Name _____

CNIC _____

Address _____

Cell No. _____

(Left thumb Impression)

PAO Holder Sign _____

Name _____

CNIC _____

Address _____

Cell No. _____

(Left thumb Impression)

Note:- Stamp paper is to be drawn on the name of Power of Attorney holder duly attested by Notary Public with stamp & date (Attested photo copies of CNIC's are to be attached).

CERTIFICATE TO BE RENDERED BY WIDOW OF DECEASED

(on stamp paper of Rs 50/-)

I Mrs. _____ resident of (Address) _____ do hereby declare on solemn affirmation as under:-

1. That the deponent is the widow of _____ who died on _____
2. Plot No _____ Street No _____ Block No (if applicable) _____ in Fazaia Housing Scheme-I Lahore was allotted to my husband.
3. The deceased had nominated the deponents as the nominee for the transfer of membership of Fazaia Housing Scheme-I Lahore and all rights accruing from it.
4. That the said plot is to be transferred in my name according to rules.
5. I have not remarried.
6. I have _____ children who are living with me.
7. I will surrender the property in favour of my children if I decide to remarry.
8. I solemnly undertake that all the information given above is true.

Witness No 1

Signatures _____
Name _____
Address _____
CNIC No _____
Date:- _____

(Deponent)

Signatures _____
Name _____
Address _____
CNIC No _____
Date:- _____

Witness No 2

Signatures _____
Name _____
Address _____
CNIC No _____
Date:- _____

Note: - To be attested by Notary Public Signatures with stamp & date

**APPLICATION FOR ISSUANCE OF DUPLICATE
ALLOTMENT LETTER FAZAIA HOUSING SCHEME (PHASE I & II)**

To,
Directorate Estate Projects
Air Headquarters, Islamabad

1. I, Rank/Name /Pak No

Membership No _____ CNIC No _____ am owner of
Plot No

_____ Street NO _____ Block _____ in Fazaia Housing Scheme _____. I
have lost my original allotment letter.

2. All the dues in respect of the above stated plot are cleared. Following document are
attached:-

- (a) Affidavit on stamp paper of Rs 50/- (With CNIC Copy)
- (b) Photo copy of Police Report (Duly Attested)
- (c) Draft/Pay Order for Duplicate Allotment Letter Fee Rs 1,500/- in favour of Dte
of Estate Projects, AHQ Islamabad.

3. It is requested that duplicate allotment letter may please be issued.

Application Signature _____
Rank _____
Name _____
Address _____
Cell No _____

Date:-

Remarks by Deputy Director Estate Projects

Date:-

Remarks by Deputy Director Estate Projects

Date:-

AFFIDAVIT FOR DUPLICATE COPY OF ALLOTMENT LETTER

(On stamp paper of Rs 50/-)

I _____ S/O D/O _____
Resident of _____ CNIC No _____
on _____ day of _____
_____ (month) & _____ (Year) do here by declare on solemn affirmation as
under:-

- a) That the deponent is the original owner/tranferee of Plot No _____ Street No _____ measuring _____ Block _____ in Fazaia Housing Scheme _____ and my membership No is _____.
- b) Allotment letter Ref No _____ dated _____ has been lost by me.
- c) Inspite of my repeated efforts the said letter has not yet been found me. Hence, duplicate allotment letter is required.
- d) The same (Original) allotment letter will be returned to Dte of Estate Projects, AHQ whenever it is found.
- e) I have not given the Original allotment letter to any person for the purpose of the sale & I further confirm that no deal/deed has been affected through the said original letter till date. More particularly, I hereby confirm and undertake that I have not sold my plot to anyone.
- f) If any claim arises for this plot at any stage I would be responsible of clearing doubts/payment involved.

2. The above statement is true and correct to the best of my knowledge and belief and that nothing has been concealed.

DEPONENT

Signature of Witness No 1 _____
Name _____
Address _____
CNIC No _____
(Attested photo copy attached)
Date:- _____

Signature of Witness No 1 _____
Name _____
Address _____
CNIC No _____
(Attested photo copy attached)
Date:- _____

Signature of Witness No 1 _____
Name _____
Address _____
CNIC No _____
(Attested photo copy attached)
Date:- _____

Note: - To be attested by Notary Public Signatures with stamp & date

- (v) Member In charge Mosque : Elected
- (vi) Admin Officer : *Employed

*(FEC will employ Admin Officer from its own funds for a maximum duration of two years. His tenure shall be 1 year extendable to two years at the discretion of FEC)

- (b) The committee will be elected for one year.
- (c) The Election for FEC is to be held through show of hands. The executive committee will be elected for a period of one year. The complete committee or any one of its members would be allowed to continue for the successive year also (if approved in the subsequent elections). However, the committee or any one of its members would become ineligible to contest the elections for the 3rd consecutive year.
- (d) Canvassing/campaign for elections through display of posters or any other mean, during or prior to the elections is impermissible.
- (e) Elections for the executive committee are to be held in the month of April/May or maximum by 1st week of June and outgoing committee must clear its financial accounts.
- (f) AHQ can debar any member for upto 3 years and nominate replacement.
- (g) AHQ can dissolve executive committee/terminate services of a member and nominate caretaker committee/member.
- (h) The objectives of this committee are as under:
 - (i) Superintend day to day civic management of Fazaia.
 - (ii) Arrange municipal facilities for the colony and pay utility bills to concerned departments.
 - (iii) Manage utility services for the residents and employ/deploy requisite staff.
 - (iv) Collect and maintain account of contribution/service charges etc.
 - (v) Ensure no political or sectarian activity takes place in the colony area.
 - (vi) Resolve social and community problems of the colony.
 - (vii) Oversee construction violations/encroachments and implement AHQ policies on the issue. Keep AHQ informed as well.
 - (viii) Manage common user areas.
 - (ix) Ensure security arrangements and control entry/exit from colony.

- (x) To transact any other business assigned by AHQ or Residents' Committee.
- (xi) To display the monthly balance sheet by 10th of each month.
- (xii) To hold General Body Meeting once in a year.
- (xiii) Preparation and display of monthly balance sheet.

Charter of Duties

4. The charter of duties of each FEC members are explained in succeeding paragraphs.

President FEC

5. The President of Fazaia Executive Committee is responsible to DCAS (A) through ACAS (H&P) for the following:-

- (a) The President shall be overall responsible for smooth functioning of the committee.
- (b) The President will chair the Executive /Resident Committee meetings and any extra ordinary meeting when held. He will vet the draft of the minutes and ensure that these are finalized in time before dispatching these to Air Headquarters for final approval.
- (c) The President will have the final casting vote in case the house or the committee is equally divided on any issue, or if he so feels that it is in the greater interest of the community. In case of any un-resolved issue, it is to be referred to Air Headquarters for final decision.
- (d) FEC account is to be operated jointly by any of the following combinations:-
 - (i) President and Treasurer, OR
 - (ii) President and Secretary, OR
 - (iii) Secretary and Treasurer.
- (e) The President will represent and will be a signatory representative of Fazaia Housing to transact any business / contract, authorized by AHQ
- (f) The President will ensure that the management of Fazaia is conducted efficiently and economically in line with the dignity and requirements of a housing Scheme, as per the "Rules of Business" incorporated /amended in due course of time by AHQ.
- (g) The President is overall responsible for FEC accounts and is to ensure proper maintenance of income/expenditure account as well as accounting record.
- (h) The President is to supervise/ ensure the functioning of the committee formed for checking of the encroachments and implementation of the Bylaws

(j) The President shall be responsible for looking after the day to day issues related to Municipal functions of scheme vis a vis various departments e.g LDA, WASA, LESCO, SUI GAS etc.

(k) The President shall be responsible for getting minor rectification works eg Street Lights, Roads, Pavements, Drainage etc.

(l) The President is responsible to hold Fazaia Executive Committee meeting once a year.

Secretary FEC

6. The Secretary of FEC is responsible to the President and his duties are as follows:-

(a) The Secretary will keep a close liaison with Director Estate Projects, Air Headquarters.

(b) The Secretary FEC shall maintain record of meetings in the following manner:-

(i) The Secretary will keep record of the Residents/ Executive Committee Meetings. He will record the minutes and issue the minutes after approval of the president within 07 days of the meeting. (These shall be kept at Fazaia office and need not be sent to AHQ).

(ii) The Secretary will also keep record of the general body meetings. He will record the minutes and put up the drafts with in 7 days of the meeting to the President for onward dispatch to Air Headquarters. On approval from Air Headquarters the minutes would be issued with in 7 days by the secretary.

(c) The Secretary will issue Notices, Circulars and other statements in respect of meetings of the resident / Executive Committee. He is responsible for conducting all correspondence on behalf of the FEC.

(d) He is responsible for the maintenance and safe custody of files, records, correspondence, papers, stationery, documents etc.

(e) He is responsible for the smooth functioning of the Committee Office, procurement of goods and supervision of personnel employed by the Committee.

(f) He is to follow up and ensure that action on Executive / Residents Committee's decisions are taken promptly.

(g) With the approval of the President he will appoint, suspend, renew, punish or dismiss the salaried employees of the Committee.

(h) He is to ensure that the employees of the Committee are looked after and their dues are paid in time.

(j) He is to co-ordinate the activities of the other appointment holders of the Executive Committee as and when needed.

(k) He is to monitor the standard of items, presentation, quality, prices and cleanliness etc and to ensure that they pay their dues in time.

(l) He is to ensure that duly approved / signed price lists are prominently displayed in the shops.

(m) He is to ensure proper functioning of the office of Admin Officer.

Treasurer FEC

7. The Treasurer is responsible to the President and his responsibilities are:-

(a) The treasurer will be responsible for maintaining income / expenditure accounts.

(b) He is to ensure that monthly contribution and other dues are collected from the members in time and monthly contribution receipts are issued.

(c) He is to prepare monthly and half yearly balance sheet for presentation in the Executive Committee meeting. He is to forward monthly/half yearly balance sheet to Dte of Estate Projects till 10 of the succeeding month.

(d) He is to prepare Fazaia Annual Accounts for audit by appointed External Auditor.

(e) He is to disburse salaries of the employees and to ensure that bills for the gas, water and electricity are paid.

Member Security

8. He is responsible to the President and his responsibilities are:-

(a) He is to scrutinize the applications for Security Passes of domestic servants, guests, dependents and hawkers etc.

(b) He is to issue car stickers to only cars, which are in names of bonafide residents of Fazaia Housing and living within the colony.

(c) He is to vet the applications for holding marriage parties and other functions and forward these with his remarks to the President through Secretary for approval. He will also ensure the following:-

(i) That the event managers do not spoil the existing greens, roads and pavement etc.

(ii) The clearance of the site from all papers waste materials etc, after the function is over.

(iii) No disturbance is created for the residents.

(iv) All rules/regulations issued by Govt in this regard are to be observed.

(d) He is to supervise the security system, employ / deploy security guards, to keep a check on the overall conduct of the labour force, domestic servants and any other outside agency.

(e) He is to hire / fire the security guards and also look after their welfare etc.

(f) He is to ensure that the passes of the servants and car stickers are not misused. He is to ensure that all the passes and stickers issued are accountable and their issuance is entered in the register.

(g) He is to ensure that proper records are maintained on each and every employee / servants of the colony.

(h) He is to ensure that all such servants who are working in more than one house are issued single pass. The employer on whose recommendation the pass is issued shall remain responsible for any mishap that takes place where ever the servant is working, including his own house.

(j) He is to ensure that the number of labourers staying at the site during night does not exceed the permitted limits.

(k) He is to exercise check and control on the implementation of entry and exit procedures.

(l) He is to maintain liaison with local, civil security agencies eg Police etc.

(m) He is to educate and train security personnel through occasional talk on the subject and mock exercise of a security related occurrence.

(n) He is to look into/investigate minor day to day occurrences.

Member Incharge Mosque

9. He is responsible to the President FEC and is to:-

(a) Carry out his responsibilities under the overall guidance of President FEC.

(b) Ensure maintenance of the Mosque premises in the most elegant and befitting manner.

(c) Ensure that the mosque premises are not used for any sectarian/controversial issues and activities specific to any school of thought.

Admin Officer

10. He is to be employed by Fazaia Executive Committee and is responsible to the Secretary for the following:-

(a) Ensuring that the roads, streets and open areas are kept clean.

(b) Arranging garbage collection by the janitors regularly and ensuring that it is dumped at the allocated place.

(c) Arranging regular clearance of garbage from the dumping area.

(d) Keeping a check on the janitors and ensuring that they do their work properly.

- (e) Ensuring beautification, landscaping of the colony, planting trees and maintaining already developed green patches under a regular schedule prepared by him.
- (f) Monitoring the work of gardeners employed by FEC.
- (g) Regular contact with the concerned LESCO staff with a view to seeking their help as and when needed.
- (h) Lodging electricity complaints with LESCO on behalf of FEC.
- (j) Any other task assigned by President FEC.

CHAPTER 4

TOWN PLANNING AND DEVELOPMENT

General

1. The members shall ensure that they do not indulge in any violations of the town planned area such as encroachments of neighboring plots, roads, etc.

Services

2. The Scheme will provide roads, water supply, drainage and sewerage services to the members whereas the provision of electricity, Sui gas and telephone services are to be managed by the member through WAPDA, SNGPL and PTCL respectively. In the event of a violation of any regulations by the member, the Dte reserves the right to disconnect the facilities and take other punitive measures which should discourage recurrence of such incidents.

3. Members shall plan design their houses keeping in view the existing services at site, as these will not be shifted.

Plot area Utilization

4. The plot shall be strictly utilized for the same purpose for which it has been allocated. To preserve the sanctity of planning, no deviation shall be permitted.

Plot Area Adjustment

5. The Scheme will try to maintain the accuracy in the measurements of the plots allocated to the members. However, irregular / nonstandard plots shall be catered for reasonable measurements / dimension to achieve the area of plot. The standard sizes of residential plots are as under:-

Category	800 Sq Yds	500 Sq Yds	250 Sq Yds	175 Sq Yds	125 Sq Yds
Size	72' x 100'	50' x 90'	30' x 75'	25' x 63'	23' x 49'

6. In case of any increase in the measurement of a plot allotted to a member, as a result of town planning, ground position etc such members shall be bound to pay the cost of extra land thus given to him at prevailing market rate. In case of any decrease in the measurement of the plot allotted to a member, the member shall be bound to accept the refund at the rate of cost of land recovered for plot as cost of such decrease in area.

Digging

7. Nobody is permitted to dig or cut the road space including medians, shoulders and verges without prior written permission. Defaulters will be prosecuted under the construction / building regulations besides other punitive action / fine which the Dte may impose.

Avoid Blind Corners

8. All corner plots will be played on either side form the corner as under:-

(a)	800 Sq Yds	10 ft
(b)	500 Sq Yds	10 ft
(c)	250 Sq Yds	05 ft
(d)	175 Sq Yds	05 ft
	125 Sq Yds	05 ft

9. All owners of corner plots will be required to plaster the played portions of compound wall to avoid blind corners and increase sight distance visibility.

Hoarding

10. Erection of commercial hoarding on, along or inside the plot / building in the residential zone is not permitted.

Disparity of Ground Level

11. The Dte shall not be responsible for levelling the plot should there be any ditch, unevenness or abnormality in the plot.

Growth of Trees and Vegetation

12. All members are expected to help in tree plantation and protection of the trees planted. Each member shall plant at least 2 trees for 125 Sq Yds and 175 Sq Yds, 3 trees for 250 Sq Yds, 4 for 500 Sq Yds and 5 for 800 Sq Yds in front of his premises and preserve them for proper growth as per approved plan of the Scheme. The location of the trees would be marked by the Dte's staff, who will help them in this matter. The trees once planted will become property of the scheme and will not be removed except by the scheme itself.

13. Members will not grow any vegetation / trees so as to encroach / occupy the space or block the road or reduce the openness of area which mars the aesthetics of the schemes and create obstructions to the visibility. The Dte reserves the right to remove such vegetation at the risk of the defaulters.

Departmental Rules for Utility Connections

14. Application for utility connections such as Sui gas, Telephone, Electricity, Cable, TV and Cable internet etc shall be made directly by members to the concerned departments / company / agency in accordance with their requirements.

15. Users will have to observe the rules, regulations and instructions of the departments whose services are utilized viz, WAPDA, PTCL, Sui Gas etc. If for any reason the facilities being provided by the departments are delayed or disconnected, scheme shall accept no liability.

Development Charges

16. Development Charges are worked out tentatively subject to finalization of the work. Members shall be responsible to pay the additional charges if any.

CHAPTER 5

PROCEDURE FOR CONSTRUCTION ON PLOT

Demarcation / Possession of Plot

1. The members will be required to apply for possession / demarcation of their plots through prescribed possession/demarcation application form (**Appendix 'A'** to the Chapter). The member will be required to clearly mention his plot details, membership no, his latest address / contact number and attach an attested copy of CNIC.

Demarcation / Possession Fee

2. Member will have to deposit the following fees along with application for demarcation / Possession through **demand draft / pay order** in favour of **Dte of Estate Projects, Air Headquarters Islamabad:-**

(a) **For original Allotees**

(i)	Demarcation/possession fee	Rs. 2,500/-
(ii)	Site plan fee	Rs. 1,000/-
(iii)	Possession Documents	Rs. 500/-
(iv)	Mosque Fund	Rs. 1,500/-
(v)	Copy of Bylaws	Rs. 500/-
	Total	Rs. 6,000/-

(b) **For Transfer Case**

(i)	Demarcation/possession fee	Rs. 3,000/-
(ii)	Site plan fee	Rs. 1,500/-
(iii)	Possession Documents	Rs. 500/-
(iv)	Mosque Fund	Rs. 1,500/-
(v)	Copy of Bylaws	Rs. 500/-
	Total	Rs. 7,000/-

(c) **For Revision of Site Plan/Duplicate Copy**

(i)	Revision of site plan	Rs. 1,000/-
(ii)	Duplicate copy of site plan	Rs. 200/-
	Total	Rs. 1,200/-

Note:- The above rates are subject to revision from time to time by the Competent Authority.

3. The applicant will be intimated about date and time for possession / demarcation on his address / contact number given in the application. It is mandatory for the owner of plot to be physically present during the demarcation / possession. The site plan and other possession documents will be handed over to the owner only. However, duly authorized reps by the owner through authority letter countersigned by Notary Public, if submitted in advance to the Dte, may be entertained in exceptional circumstances only.

Validity of Possession / Demarcation

4. Site plan and possession / demarcation of the plot given to the members will be valid for 03 months only from the date of possession letter during which the member is required to submit drawings for the construction of house for approval. In case the member fails to submit the drawings within 03 months' time, the possession / demarcation shall stand cancelled. The member shall be required again to apply for re-possession / re-demarcation in the same manner as stated in para 2 to 3 above.

Submission of Construction Drawings

5. The Member will prepare the building drawing as per Fazaia Lahore Bylaws from any registered architect. The member shall apply on prescribed application form (**Appendix 'B'**) for processing the drawings approval with the Dte:-

- (a) 7 x copies (01 Copy Buckram pasted at the back) of building drawings (ammonia print or blue print) signed by the owner and duly attested by registered Architect.
- (b) Demand draft / Pay order in favour of Dte of Estate Projects, Air Headquarters Islamabad on account of scrutiny / approval fee @ Rs 2/- per Sq ft of residential plot size.
- (c) Copy of possession certificate, site plan and key plan.
- (d) Soft copy of submission drawing and 3D elevation (CD/DVD)
- (e) Color print of front elevation / 3D view.

6. Any amendment / revision in the approved drawing shall be charged with scrutiny / approval fee @ Re 1/- per Sq Ft for the entire plot area and not for the part area of amendment only.

7. Member can collect the scrutinized drawings or observations in drawings (if any) after 15 working days of submission date from Fazaia Lahore Site Office.

Requisite Documents with Building Plans

8. The building plan submitted for approval should clearly indicate the following details:-
- (i) Schedule of open/covered areas.
 - (ii) Thickness of RCC components.
 - (iii) Site plan of the plot including width of road and key plan of layout of building layout including underground and overhead tanks, sewerage system and x-section of septic tank.
 - (iv) Position of proposed drains, fire places, kitchens, gutters, etc.

- (v) Internal dimensions of all rooms.
- (vi) The purpose of which the building is intended to be used.
- (vii) Dimensions of all components.
- (viii) Specifications of components indicated on the drawings.
- (ix) Details of reinforcements in RCC components.
- (x) Plan of services like water supply, sewerage etc.
- (xi) Details of construction of ramps (cross section).
- (xii) Indication of clear distances from the boundary and building line.
- (xiii) Cross section of boundary wall towards roads.
- (xiv) Schedule of doors and windows.
- (xv) Total height of building.
- (xvi) Levels of road, ground and plinth.
- (xvii) Schedule of reinforcement of roof, beams and lintels.
- (xviii) Specifications for foundation and plinth, super structure, roof joinery, floor, plinth protection, finishing and plaster etc.
- (xix) Cross section of the plan passing through the stairs case
- (xx) Foundation details.
- (xxi) Submission drawing should be minimum size of 20"x30"
- (xxii) Schedule of doors and windows
- (xxiii) Plan and elevation at the minimum scale of 1 inch = 8 ft.
- (xiv) Sectional drawings at the minimum scale of 1 inch = 8 ft.
- (xv) A certificate from the Engineer/Architect that all components of the building have been designed by him or rechecked in case the same have been originally carried out by someone, other than the enlisted architect, to be safe and he is satisfied with soundness and all aspects of the building.

Scrutiny of Drawings and Documents

9. Upon submission of requisite documents with building drawings, the following procedure shall be undertaken by the Dte:-

- (a) Where plans are unintelligible, ambiguous or are in contravention of the Construction Building Regulations, the Dte may reject the application and return the drawings and documents giving reasons in writing for such refusal or grant such

“Approval”. The applicant may submit such an application after necessary correction and rectifications in the drawings and documents, subject to the following:-

(i) On resubmission it will be deemed, as if the fresh application has been submitted and a period of 15 working days for approval will again commence for the date.

(ii) If no query has been raised within 15 working days, the plan shall be deemed to have been sanctioned to the extent to which it does not contravene the provisions of the Bye-Laws of the Scheme.

(b) As soon as the “Approval” is issued, the documents may be collected by the applicant by hand from Fazaia Lahore Site Office, in order to avoid any loss in transit through mail.

Addition/Alteration

10. No construction, addition or alteration etc shall be allowed unless revised drawings are approved by the Dte.

Oversight in Scrutiny of Drawings

11. Any oversight in the scrutiny of documents and drawings at the time of “NOC” or approval and sanction of the building plan does not entitle the owner to violate the Bye-Laws.

Debris Security

12. The member will deposit the debris security amounting to Rs 15,000/- (Refundable). In case the member does not remove the debris after the completion of construction work, the Dte will arrange to clear the debris from the site and the cost would be paid out of the said security money.

Permission for Construction of House on Plot

13. After the approval of building drawings from the Dte and deposit of Debris security, the member will be given a written permission to start the construction of house duly signed by Director Estate Projects after provision of following documents from owner from LDA:

- (a) Original sanction letter and 2 x photo Copies.
- (b) Original Form “B” and 2 x photo copies.
- (c) Original approved drawing from LDA and 2 x photo copies of same size having sanctioned stamp on it.

Construction of House

14. The member shall undertake following steps in this regard:-

(a) Member will be provided a format of check list (**Appendix ‘C’**) to monitor the construction of his house by the representative of the Dte. After inspection of completed work / building, the Dte will take one of the following steps:-

(i) Either approve the plan if no violation exists, or

- (ii) Return the plan for removal of violations, or;
 - (iii) Return the plan and undertake demolition of the violations and also impose penalty.
- (b) If violations of Construction Bylaws are observed, member will be served with a notice to rectify the violations.
- (c) In case violation is not corrected, then action in the light of Bylaws i.e disconnection of services, penalties or demolition of violation as the case may be, will be undertaken at the risk and cost of owner.

Approval of Completion drawings and Completion Certificate

15. Upon Completion the member shall apply on prescribed form (**Appendix ‘D’**) for issuance of Completion Certificate. The member is required to submit the following along with application:-

- (a) Completion drawing (4 x sets).
- (b) Scrutiny fee of Rs. 1,500/-.
- (c) Photocopy of Computerized National Identity Card.
- (d) Certificate of inspection (Appendix ‘C’) at different stages duly signed by building inspector of the scheme.

Construction of House in Phases

16. In case, member intends to construct the building in phases, the sequence of construction in phases duly numbered shall be indicated on the drawing. For obtaining a partial completion certificate of a phase of building, the minimum requirement is completion up to ground floor in all respect. Completion of remaining building will have to be done within three years after the drawing approval and member will have to get final completion certificate from Dte.

Water Supply and Sewerage Connections

17. After completion of house, the member shall apply for water and sewerage connections on the prescribed form (**Appendix ‘E’ and ‘F’**) to the Dte. The details of Water connection fee:-

(a)	Water connection	Rs 4,500/-
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18. The Scheme shall provide the facility to connect the completed house to the network of sewerage system. Connection cost shall have to be paid by the members as decided by the Dte from time to time. Members shall construct a septic tank of approved design of the Scheme and maintain it effectively in order to help in running the sewerage system efficiently. The details of sewerage connection fee and monthly sewerage charges are as follows:-

(a)	Sewerage connection	Rs 4,500/-
-----	---------------------	------------

Approval from LDA / Concerned Civic Departments

29. All drawings / documents approved by the Dte are provisional approvals subject to the final approval from the concerned competent civic authorities / departments. The members shall be required to approve the provisionally approved drawings by the Dte from LDA and other concerned civic departments..



APPLICATION FOR POSSESSION / DEMARCATION OF PLOT
(VALID FOR THREE MONTHS ONLY)

1. I have cleared all dues / instalments against Membership No _____ Plot No _____ Street /Road _____ Block _____ kindly demarcate my plot and grant possession.
2. Photocopies of National Identity Card and Allotment / Transfer Letter are attached. Demarcation / Possession fee has been deposited and receipt/draft/pay order is attached.

Signature (Member/Attorney)

Name
(Member/Attorney) _____
Contact No _____
Address _____

Date:- _____

REMARKS BY FINANCE SECTION

1. Certified that the ownership is legal and the plot is free from litigation/encumbrance/mortgage as per record.
2. All dues are cleared against the plot

Incharge Record Section _____

(Incharge Finance Section) _____

REMARKS BY ENGINEERING SECTION

1. **Possession No** _____
2. **Longer Dimension** (1) _____ ft. bounded by _____
(2) _____ ft. bounded by _____
(3) _____ ft. bounded by _____
3. **Shorter Dimensions** (1) _____ ft. bounded by _____
(2) _____ ft. bounded by _____
(3) _____ ft. bounded by _____
4. **Area Plot** _____ Sft
5. **Standard, Excess/Short** _____ Sft.

Surveyor / Building Inspector _____

Assistant Director (Engineering) _____

REMARKS BY MEMBER

(To be filled after possession is given)

1. I undertake that this demarcation/possession is valid for Three months only.
2. I further undertake that incase I fail submit/process approval of drawings for house on subject plot, this demarcation/possession shall be cancelled and I shall re-apply for demarcation/possession of said plot.
3. Fazaia Bye Laws booklet has been received.
4. Possession handed over on _____

(Signature of Member)



APPLICATION FOR APPROVAL / REVISION OF DRAWINGS

1. I have been granted possession against Membership No. _____ Plot No. _____ Street / Road _____ Block _____ on _____ under possession number _____. The size of the plots as per possession is _____ sq ft.

2. Following documents are attached :
 - (a) Demand draft / pay order amounting to Rs. _____ as scrutiny / vetting fee for drawings.
 - (b) 7 x copies of building drawings duly attested by registered architect with owners signature endorsed.
 - (c) Photocopy of site plan / possession documents.

Signature (Member / Attorney) _____
Name (Member / Attorney) _____
Contact No _____
Address _____

Date: _____

***Note:**

Scrutiny / vetting fee for approval of drawings : @ Rs. 2/- per Sq ft of the plot as per possession.
Scrutiny / vetting fee for approval of revised drawings : @ Rs. 1/- per Sq ft of the plot as per possession.



Appendix "C"

CHECK LIST FOR INSPECTION AT DIFFERENT STAGES

Name of Member: **Mr** _____ Membership No: _____ Size of Plot: _____ **Sq Yds**
 Plot No: _____ Street No / Road: _____ Block: ' _____ ' Plot Size (as per possession): _____
 Demarcation / Possession handed over on: _____, **2018**
 Drawings Approved on: _____, **2018**
 Date of start of construction: -----

S No	Stage	Date of Inspection	Remarks by Building Inspector	Signatures	
				Owner	Building Inspector
1	When lay out (marking with lime on ground) is complete but before any work of excavation.				
2	After excavation of foundation and basement (if any) as per approved layout but before any construction at site				
3	On completion of boundary wall at plinth level				
4	On construction of main building at plinth level				
5	Before pouring roof slab of ground floor				
6	On raising of 1 st floor structure one foot above roof of ground floor				
7	Before pouring roof of 1 st floor				
8	Layout of septic tank, sump, two separate lines, underground water tank and ramp				
9	Construction of over head water tank 1 ft above first floor level				



10	On completion septic tank, sump, two separate lines, underground water tank, ramp, over head water tank and installation of motor on underground water tank				
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Appendix “D”

**APPLICATION FOR APPROVAL OF COMPLETION DRAWINGS
AND ISSUANCE OF COMPLETION CERTIFICATE**

1. I have completed construction of house on Plot No _____ Street / Road _____ Block _____ on under membership No _____ as per approved drawings.
2. Following documents are attached:-
 - (a) Demand Draft / pay order amounting to Rs 1500/- as scrutiny / vetting fee of completion drawings.
 - (b) 4x copies of completion drawings attested by registered Architect with owner’s signatures endorsed.
 - (c) Original inspection check list Certificate signed by building inspector at different stages.
 - (d) Outstanding Dues Rs _____/-

Signature (Member/Attorney) _____

Name (Member/Attorney) _____

Contact No _____

Address _____

Date:- _____

REMARKS BY FINANCE SECTION FAZAIA LAHORE

Signature _____

Date:-

Name:- _____

REMARKS BY BUILDING INSPECTOR FAZAIA LAHORE

Signature _____

Date:-

Name:- _____

REMARKS BY RESIDENT ENGINEER FAZAIA LAHORE

(Recommended/ Not Recommended)

Date:-

REMARKS BY PROJECT DIRECTOR (CENTRE) FAZAIA LAHORE

(Approved / Not Approved)

Date:-



Appendix "E"

APPLICATION FOR APPROVAL OF WATER CONNECTION

1. I have started of house on Plot No _____ Street / Road _____ Block _____ under Member ship No _____ as per byelaws.
2. Following documents are attached:-
 - (a) Demand Draft / pay order amounting to Rs 4,500/- for water connection fee.
 - (b) Completion certificate for water connection facility.

Signature (Member/Attorney) _____

Name (Member/Attorney) _____

Contact No _____

Address: _____

Date:-

REMARKS BY FINANCE SECTION

1. Received Demand Draft / pay order _____ dated _____
2. Receipt No _____ dated _____ issued.
3. It is certified that nothing is outstanding against the applicant.

Date:-

(Incharge Finance Section)

REMARKS BY ENGINEERING SECTION

1. Membership No _____
2. Permission for construction letter No _____ dated _____
3. It is certified that nothing is outstanding against the applicant.



CAD Operator
Date:-

Building Inspector
Date:-

(Site Inspector Sign)
Date:-

Resident Engineer
Date:-

COMPLETION REMARKS

Date:- _____ (Site Inspector)

Completion Remarks by Resident Engineer

Date:- _____ (Resident Engineer)

Appendix "F"

APPLICATION FOR APPROVAL OF SEWERAGE CONNECTION

1. I have started of house on Plot No _____ Street / Road _____ Block _____ under Member ship No _____ as per byelaws.

2. Following documents are attached:-

- (a) Demand Draft / pay order amounting to Rs 4,500/- for water connection fee.
- (b) Completion certificate for water connection facility.

Signature (Member/Attorney) _____

Name (Member/Attorney) _____

Contact No _____

Address: _____

Date:- _____

REMARKS BY FINANCE SECTION

- 1. Received Demand Draft / pay order _____ dated _____
- 2. Receipt No _____ dated _____ issued.
- 3. It is certified that nothing is outstanding against the applicant.

Date:- _____ (Incharge Finance Section)

REMARKS BY ENGINEERING SECTION

- 1. Completion Certificate No _____
- 2. Issued vide _____ dated _____
- 3. It is certified that nothing is outstanding against the applicant.

CAD Operator
Date:-

Building Inspector
Date:-

(Site Inspector Sign)
Date:-

Resident Engineer
Date:-

COMPLETION REMARKS

Date:-

(Site Inspector)

Completion Remarks by Resident Engineer

Date:-

(Resident Engineer)

CHAPTER 6

CONSTRUCTION BYLAWS RESIDENTIAL

Architect / Structure obligation

1a. Any member who intend to carry out entirely new building work or work involving addition or alteration shall engage a registered architect with PCATP. The Dte reserves the right of black listing the architects whose performance / attitude towards the profession is objectionable and the case will be referred to PCATP for further action as per rules & regulations.

1b. Any member who intend to carry out entirely new building work or work involving addition or alteration shall engage a structure Engineer having valid PEC certificate. The Dte reserved the right of black listing the structure Engineer whose performance/attitude towards the profession is objectionable and the case will be referred to PEC for further action as per rules & regulation.

Construction Period

2. The member Must start construction within three months of possession and complete the building on the plot within a period of 03 years from the date of issuance of possession of plot or such period as maybe laid down, failing which the approved drawings shall become invalid and Directorate of Estate Projects reserved the right to take action in case of delay w.e.f permission for construction as deemed appropriate.

Combination of Plots: -

3. Combination of only 02 plots is allowed subject to following condition.
- a) Joint membership of individual plots to be combined.
 - b) Individual 02 plots having same ownership.
 - c) Only two plots will be allowed for merging in such a way that resultant area of resultant plot should not exceed 02 kanals.

Subdivision of Plots

4. Services have been laid on the basis of one house per plot, as such subdivision of a plot and construction of additional unit in the shape of detached annex or semi-detached (duplex) house is not allowed. All houses shall be planed / constructed as a single unit in appearance and utilization.

Clear / Open Spaces (Standard Size Plots)

5. Owners shall leave the following minimum clear spaces for each category of plot s:-

Plot Size	Front	Rear	1st Side	2nd Side
800 Sq Yds	18 ft -09" in	8 ft - 4 1/2 in	5ft - 4 1/2 in	5 ft - 4 1/2 in

500 Sq Yds	10 ft - 09 in	7ft - 4 1/2 in	5ft - 4 1/2 in	5 ft - 4 1/2 in
250 Sq Yds	10 ft - 09 in	7ft - 4 1/2 in	5 ft - 4 1/2 in	-
175 Sq Yds	08 ft - 09 in	7ft	-	-
125 Sq Yds	7ft	5 ft	-	-

Note:- For 250 SqYds and 175 sq yds plot, one toilet / bathroom not exceeding 40 sq ft clear area and 8 ft in height can be constructed in the rear corner towards dead wall as an integral part of main building at ground floor only may be permitted.

6. Clear / Open Space (Non Standard Plots)

- The open area required to be left as clear space on each side and is to be kept clear in totally instead of uniform spaces from the boundary wall.
- The total area permissible to be built leaving rest as open.
- In case of nonstandard plot covered area proportionate to the plot size may be covered living rest as open space on various sides.
- Width of clear space on any side for any size of plot would not be less than 3'-9" in (including the thickness of boundary wall).
- In case of irregular plots, an application for relaxation of open areas may be put up for consideration to Dte of Estate Projects.

Maximum Height

7. Maximum height of any point of residential building (including overhead water tank / Mumty /Skylight) shall not be more than 38 feet from road level. No construction, except overhead water tank and mumty, shall be allowed on second floor.

Number of Stories

8. The number of stories in case of residential shall not exceed 02 i.e Ground floor and first floor.

Construction on clear spaces

9. No construction shall be carried out in the clear spaces except stairs for basement 2'-6" wide, underground water tank, drains, septic tanks, sewers and spiral steel stairs at the rear till second floor. Pergola shall not be extended into clear space. Sunken area can be extended into clear spaces leaving 2'-6" wide clear passage only in case of construction of basement.

Projection from the Building

10. The following projection parameters are valid for residential building:-

- Sun Rain Shade.** Up to 1'-6" feet wide shade is permitted provided this shade is not used as balcony and will have no concrete/brick parapet wall. However, this shade should not be a continuous structure rather it should be constructed on openings (door, windows) only.

- (b) **Projection of Porch.** 2' projection is allowed in extension to the porch.
- (c) **Balcony.** 2' Balcony can be made on the front clear space of the building only.

Number of porches and Porch parameter

11. Car porch length should not be more than 20 feet. The height of car porch if resting on boundary wall shall not be less than 9 feet from road level and not more than the roof level of the ground floor. Wall under porch roof above boundary wall is not permitted. It should rest on pillars. Details of Car porch as under.

800 sq yds	02 Car per storey
500 sq yds	01 Car per storey
250 sq yds	01 Car per storey
175 sq yds	01 Car space
125 sq yds	01 Car space

12. Construction on Open Terrace is allowed. Under following conditions.

- a). If frame structure element (Column, Beam) are constructed on the open terrace then 100% covered area of that element will be included in first floor area (Drawing enclosed as Annexure "A").
- b) If pergola is constructed on open terrace in combination of structural element then 50% percent covered area of that terrace will be included in first floor covered area (drawing enclosed as Annexure "B").
- c) If only cantilever pergolas are constructed on open terrace than no deduction of area will be carried out (drawings enclosed as Annexure "C").

Important Note: Covering the open terrace area of terrace and pergolas with fiber glass, steel structure or any similar material is not allowed and an affidavit is to be submitted in this regard.

13. Total ground floor covered area (including car porch) will be as mentioned below. For calculation purpose, car porch area will be considered 50% covered area.

Plot Size	Maximum Ground Covered
800 Sq Yds	60%
500 Sq Yds	65%
250 Sq Yds	70%
175 Sq Yds	75%
125 Sq Yds	75%

Plinth Level and Ramp details

14. Plinth level of the building shall not exceed 4 feet above the level of the crown of the road or alongside where the house is located. The top of plinth of the buildings should not be less than 1'-6" from the crown of the adjoining road in case of building without basement.

15. Top of ramp will be only 18 inches higher than the connecting point of the road level in order to have smooth slopes of ramp. Ramp should be made as per approved plan of the scheme and must finish within 5 feet from boundary wall.

16. Driveway is to have two minimum 4" dia UPVC independent conduits for laying services, if required in future. These should be indicated in the line plan of the house. This would help prevent digging of driveway.

17. Maximum height of ramp at the gate from road will not be more than 1-1/2' from the crown of the road.

Boundary Wall:

18. All the walls of the adjoining plots will be constructed with 4 1/2" thick except the front wall and side wall of corner plot which will have 9" thickness. The maximum height of boundary wall shall be 8 ft and minimum 4 ft from the crown of the adjacent road. However, 1'-6" high steel grill can erected on top of boundary wall for security purposes.

19. Before starting main building, boundary wall should be got checked at ground level. The center line of common boundary wall will be the same as the demarcation line of the plot.

Size and height of Rooms

20. Minimum size of living room should not be less than 100 Sq ft (minimum dimension not less than 9 ft). All rooms should be well lit and well ventilated. Minimum floor area of kitchen should be 50 Sq ft.

21. Height of ceiling of rooms from the floor level should not be lesser than 10 ft and more than 12 ft.

Water Tanks:

22. The construction of underground tank and overhead water tank for water supply in the house shall be compulsory. The owner of house / plot shall make his own arrangement for pumping water from underground water tank to overhead water tank. The scheme shall be responsible to ensure that the water reaches underground water tank. The minimum size of overhead / underground water tank will be as follows:-

Plot Size	Width	Length	Depth	Total Volume
800 Sq Yds	5ft	10ft	4 ft	200 Cft
500 Sq Yds	5ft	10ft	2ft- 6 in	124 Cft
250 Sq Yds	5ft	10ft	2ft- 6 in	124 Cft
175 Sq Yds	4ft	6ft	2ft- 6 in	60 Cft

125 Sq Yds	4ft	6ft	2ft- 6 in	60 Cft
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Septic Tanks:

23. Every house shall have a septic tank and any effluent shall be discharged into the central sewerage system. The minimum size of septic tank for residential plots will be as follows:-

Plot Size	Depth	Length	Width
800 Sq Yds	4' 3"	9'	4'
500 Sq Yds	4' 3"	8'	4'
250 Sq Yds	4' 3"	8'	4'
175 Sq Yds	4' 3"	8'	4'
125 Sq Yds	4' 3"	8'	4'

Stair Case

24. The spiral steel stair case is allowed at rear side of building uptill second floor.

Basement

25. Basement may be constructed subject to the following:

- Approach to the basement should be within the building of the plot or from the side space not exceeding 2.5 ft.
- Minimum depth of any basement room shall be 9 feet and maximum 10 feet.
- Minimum distance from the boundary wall is to be maintained, and no construction is allowed in clear space of plot except 2.5 ft
- Construction of toilet is allowed in basement with proper drainage system.
- Drainage passing under the basement shall be gas tight.
- 100% of allowable covered area excluding porch area for the house without dead wall and 5 feet in case dead wall exist.
- Exterior wall of the basement shall be minimum 9" (RCC) thick.
- During construction the excavated earth is not to be sold and will be the property of Society for utilization within scheme area. The earth will be dumped in an area nominated by Fazaia Site Office / FEC.

26. The maximum permissible covered areas of mummy for each category of plot is as follows:-

S No	Category of Plot	Covered Area of Mumty (Sq Ft)
(a)	800 Sq Yds	400
(b)	500 Sq Yds	350
(c)	250 Sq Yds	250
(d)	175 Sq Yds	200
(e)	125 Sq Yds	200

Drainage

27. The internal drainage of a house is to be so designed that the open surface water within the plot boundary including the driveway should fall into a manhole / septic tank constructed inside the plot area. For this purpose, 3 in X 6 in water channel may be constructed in line with the boundary wall which is suitably disposed off into the septic tank of house.

28. The location of main gate will be marked on the possession sketch by the Directorate of Estate Projects / Fazaia Site Office staff keeping in view the services laid.

29. The corner plots of any size can have 02 gates only (one main gate and one wicket gate). The gate of the house of corner plot will not be permitted in the chamfered portion of the boundary wall.

Size of Gate:

(i)	125 Sq Yds	:	12 feet (including pillars)
(ii)	175 Sq Yds	:	12 feet (including pillars)
(iii)	250 Sq Yds	:	18 feet (including pillars)
(iv)	500 Sq Yds	:	24 feet (including pillars)
(v)	800 Sq Yds	:	24 feet (including pillars)

Termite Proofing

30. It is mandatory to carry out termite proofing of the buildings from approved agencies and render a certificate in this regard to the Scheme.

Fire Resistance and Precaution

31. Every new building except residential buildings upto 2 storeys in heights shall if required by the scheme shall be provided with sufficient means for extinguishing such as:-

- (a) Fire extinguishers;
- (b) Fire fighting buckets;
- (c) Independent fire hydrants, hose pipes fitted with couplings and nozzles.

32. A building or any structural part of a building other than a single storey building shall be deemed to have an adequate standard of fire resistance if it is built of the following components:-

- (a) The external walls, all partition walls and the enclosing walls of stair-cases shall be a minimum of 9 inches solid brick work or 3-1/2 inches reinforced concrete or 4 inches solid concrete block.
- (b) The floors and the roof shall be of a minimum of 3-1/2 inches thick reinforced concrete.

33. The garage shall be constructed in fire resisting material of standard specifications.

Theft of Services for Outside Area

34. If any utility services are extended to the area other than included in scheme, the services to the owner of defaulting premises from where the connections are drawn, will

be disconnected, and a fine upto Rs 10,000/- as demand appropriate by dett upon scrutiny of violation.

Green Belt

35. The green belt outside the boundary wall will not be raised more than 11/2 ft from the road level. There will be no retaining wall / bricks lining / fence for the green belt. The height of green belt is to be tapered to zero. Prior permission should be obtained from the Fazaia Executive Committee (FEC) / Dte before undertaking any digging work in the green belt area.

Commercial Use

36. No house can be used for commercial or any other purpose except residential.

Check of construction at Different Stages

37. Members are bound to get construction checked from the Dte at the following stages in order to avoid violation of construction regulations:-

- (a) When the layout is complete before starting the work.
- (b) On completion of boundary wall at plinth level.
- (c) On construction of main building at plinth level.
- (d) Before pouring roof slab of ground floor.
- (e) On raising of 1st floor structure one foot above roof of ground floor.
- (f) Before pouring roof slab of 1st floor.
- (g) Layout / design of septic tank and ramp according to the rules of the scheme.
- (h) On final completion before occupation at the time of getting sewer connection opened.

38. The Dte through its authorized staff / AHQ EP Dett will exercise continuous vigilance and may inspect the premises at any time during execution of work or any time after completion. If on such inspection, it is found that the building works contravene any of the rule or Regulations, the Dte shall give due notice to the owner with the object of bringing the work in conformity to the plan approved or with-hold the work till such time the amended plans are approved. In the event of non-compliance, the work shall not be proceeded further and the Dte reserves to disconnect or refuse any or all the services.

Privacy

39. The construction and erection shall be carried out on the norms of privacy of the neighbors. Keeping in view the sanctity of the privacy of the neighbor's windows sill and parapet walls of the servant's quarters shall be kept at 7 ft from the floor.

Generator

40. Generator shall not be used as a prime source of electric supply. It may be used as standby arrangement with following conditions:-

- (a) Noise beyond the boundary limit shall not be more than 15 decibel. Proper arrangements for noise control shall be made.

(b) Generator can only be placed in basement or in front lawn 5 ft away from the common boundary wall. The generator shall not be placed in rear and side clear spaces.

41. The maximum capacity of generator shall be 25 KV for the residential building.

Cancellation of Permission / Approval

42. If at any later stage of approved / permitted building plans and work, it is found that such permission / approval was granted in consequence of any defective title of the applicant material misrepresentation, or fraudulent statement contained in the application made or in the plan, elevations, sections or specifications of the documents submitted therewith in respect of such building / works, the permission may be cancelled and any work done there-under shall be deemed to have been done without permission.

43. The works so executed shall be demolished or may be modified in a way and a manner that it may not interfere with the building / construction bylaws as considered appropriate by the Dte / AHQ. The decision in this regard shall be final and binding on the member / parties and shall not be challengeable in any court of law.

Construction of Swimming Pool

44. Construction of swimming pool shall not be allowed in any case.

45. No building material shall be placed on road/green belt during construction. In case of violation a fine up to Rs 10,000/- can be levied.

CHAPTER 7

CONSTRUCTION BY LAWS COMMERCIAL

Architect / Structure obligation

1a. Any member who intend to carry out entirely new building work or work involving addition or alteration shall engage an Architect as approved and registered with LDA/Dte. The Dte reserves the right of black listing the architects whose performance / attitude towards the profession is objectionable and the case will be referred to PCATP for further action as per rules & regulations.

1b. Any member who intend to carry out entirely new building work or work involving addition or alteration shall engage a structure Engineer having valid PEC certificate and approved and registered with LDA/Dte. The Dte reserved the right of black listing the structure Engineer whose performance/attitude towards the profession is objectionable and the case will be referred to PEC for further action as per rules & regulation.

Construction Period

2. The member Must start construction within three months of possession and complete the building on the plot within a period of 03 years from the date of issuance of permission for construction of plot or such period as maybe laid down, failing which the approved drawings shell become invalid and directorate of project reserved the right to take action in case of delay w.e.f permission for construction as deemed appropriate.

Combination of Plots: -

3. Combination of only 02 plots is allowed subject to following condition.
- a) Joint membership of more plots individual plots to be combined.
 - b) Individual plots having same ownership.
 - c) Fee for amalgamation would be paid by member as per sq yds.
 - d) Resultant plot will be constructed as per the bylaws (LDA/Dte) defined at the time of amalgamation.

Subdivision of Plots

4. Services have been laid on the basis of one house per plot, as such subdivision of a plot and construction of additional unit in the shape of detached Annexe or semi-detached (duplex) house is not allowed. All houses shall be planed / constructed as a single unit in appearance and utilization.

Clear/Open Spaces (Standard Size Plots)

5. Owners shall leave the following minimum clear spaces for each category of plot s:-

Plot Size	Front	Rear
125Sq Yds	5 ft Arcade	50 Sft
50Sq Yds	5 ft Arcade	50 Sft

6. Clear / Open Space (Non Standard Plots)

- a) The open area of 50 Sft is required to be left as clear space on the rear side and is to be kept clear in totally instead of uniform spaces from the boundary wall. The final approval of drawings would be finalized subject to sanctioning from LDA.
- b) The total area permissible to be built leaving rest as open.

Maximum Height

7. Maximum height of any point of commercial building (including overhead water tank / Mumty /Skylight) shall not be more than 62 feet for 125Sq Yds and 40 feet for 50 Sq Yds from road level.

Number of Stories

8. The number of stories in case of residential shall not exceed B + 4 for 125 Sq Yds and B + 2 for for 50 Sq Yds excluding mumty floor.

Plinth Level and Ramp details

9. Arcade level is 6 inch from plinth level.

Boundary Wall:

10. Boundary wall at least side of building should not exceed 8 feet in height and have thick 4-1/2”.

11. Clear height from the floor level should not be lesser than 10 ft and more than 11 ft.

Water Tanks:

12. The construction of underground tank and overhead water tank for water supply in the house shall be compulsory. The owner of house / plot shall make his own arrangement for pumping water from underground water tank to overhead water tank. The scheme shall be responsible to ensure that the water reaches underground water tank. The minimum size of overhead / underground water tank will be as follows:-

Plot Size	Width	Length	Depth	Total Volume
125 Sq Yds	6ft	4ft	2ft- 6 in	60 Cu ft
50 Sq Yds	3ft	3ft	2ft	18 Cu ft

Septic Tanks:

13. Every house shall have a septic tank and any effluent shall be discharged into the central sewerage system. The minimum size of septic tank for residential plots will be as follows:-

Plot Size	Depth	Length	Width
125 Sq Yds	4' 3”	8'	4'
50 Sq Yds	4' 3”	8'	4'

Stair Case/ Lift

14. The spiral steel stair case is allowed at rear side of building uptill second floor. Lift will be provided from within the covered area of the building excluding the arcade.

Basement

15. Basement may be constructed subject to the following:

- i. Approach to the basement should be within the building of the plot without infringing the arcade area.
- ii. Minimum depth of any basement room shall be 9 feet and maximum 11 feet.
- iii. Construction of toilet is allowed in basement with proper drainage system.
- iv. Drainage passing under the basement shall be gas tight.
- v. 100% covered area of the ground floor excluding the 5ft arcade.
- vi. Exterior wall of the basement shall be minimum 9" (RCC) thick.
- vii. During construction the excavated earth is not to be sold and will be the property of Society for utilization within scheme area. The earth will be dumped in an area nominated by Fazaia Site Office / FEC.

16. The maximum permissible covered areas of mumty for each category of plot is as follows:-

S No	Category of Plot	Covered Area of Mumty (Sq Ft)
(a)	125 Sq Yds	200 Sq ft
(b)	50 Sq Yds	100 Sq ft

Drainage

17. The internal drainage of a house is to be so designed that the open surface water within the plot boundary including the driveway should fall into a manhole / septic tank constructed inside the plot area. For this purpose, 3 in X 6 in water channel may be constructed in line with the boundary wall which is suitably disposed off into the septic tank of house.

Termite Proofing

18. It is mandatory to carry out termite proofing of the buildings from approved agencies and render a certificate in this regard to the Scheme.

Fire Resistance and Precaution

19. Every new building except residential buildings upto 2 storeys in heights shall if required by the scheme shall be provided with sufficient means for extinguishing such as:-

- (a) Fire extinguishers;
- (b) Fire fighting buckets;

(c) Independent fire hydrants, hose pipes fitted fitted with couplings and nozzles.

20. A building or any structural part of a building other than a single storey building shall be deemed to have an adequate standard of fire resistance if it is built of the following components:-

(a) The external walls, all partition walls and the enclosing walls of stair-cases shall be a minimum of 9 inches solid brick work or 3-1/2 inches reinforced concrete or 4 inches solid concrete block.

(b) The floors and the rood shall be of a minimum of 3-1/2 inches thick reinforced concrete.

21. The garage shall be constructed in fire resisting material of standard specifications.

Theft of Services for Outside Area

22. If any utility services are extended to the area other than included in scheme, the services to the owner of defaulting premises from where the connections are drawn, will be disconnected, and a fine upto Rs 10,000/- as demand appropriate by dett upon securting of violation.

Plot Area Utilization:

23. No plot can be used for any other purpose except for which that plot has been designated for.

Check of construction at Different Stages

24. Members are bound to get construction checked from the Dte at the following stages in order to avoid violation of construction regulations:-

- (a) Before starting of any work and after layout has been completed.
- (b) When excavation work is completed.
- (c) When foundation and frame structure is completed upto plinth level including rear boundary wall.
- (d) Before pouring roof slab of ground floor.
- (e) Before pouring roof slab of subsequent floors.
- (f) Layout / design of septic tank and UGWT.
- (g) On final completion of work and before occupation of the building.

25. The Dte through its authorized staff / AHQ EP Dett will exercise continuous vigilance and may inspect the premises at any time during execution of work or any time after completion. If on such inspection, it is found that the building works contravene any of the rule or Regulations, the Dte shall give due notice to the owner with the object of bringing the work in conformity to the plan approved or with-hold the work till such time the amended plans are approved. In the even of non-compliance, the work shall not be proceeded further and the Dte reserves to disconnect or refuse any or all the services.

Privacy

26. The construction and erection shall be carried out on the norms of privacy of the neighbors. Keeping in view the sanctity of the privacy of the neighbor's windows cills and pardoh walls of the servant's quarters shall be kept at 7 ft from the floor.

Generator

27. The maximum capacity of generator shall be 100 KVA for the commercial building on roof top. Generator set will be diesel drive only with sound proof canopy to avoid noise pollution. The owner shall get the permission for the authority prior to installation of generator. For purpose of obtaining permission the owner shall submit following documents with the application:-

- (1) Stability certificate from qualified structural engineer for placing generator on rooftop.
- (2) NOC from owner of the building.
- (3) An affidavit that owner will compensate any damage to the persons / property for others if caused due to improper installation of the generator and that the owner shall remove the generator without any claim / charges as and when direct by the Authority.

Cancellation of Permission / Approval

28. If at any later stage of approved / permitted building plans and work, it is found that such permission / approval was granted in consequence of any defective title of the applicant material misrepresentation, or fraudulent statement contained in the application made or in the plan, elevations, sections or specifications of the documents submitted therewith in respect of such building / works, the permission may be cancelled and any work done there-under shall be deemed to have been done without permission.

29. The works so executed shall be demolished or may be modified in a way and a manner that it may not interfere with the building / construction bylaws as considered appropriate by the Dte / AHQ. The decision in this regard shall be final and binding on the member / parties and shall not be challengeable in any court of law.

CHAPTER 8

VIOLATIONS AND PENALTIES

General

1. The members shall not violate Construction and Building Regulations. The portions having variations and deviations from the approved plans/bylaws shall be liable to be demolished at the risk and cost of the owner. Executive Committee is empowered to take strict punitive action in addition to disconnection of services so as to preserve the sanctity of planning and parameters.

Prerogative and Powers of Dte

2. The approving authority reserves the rights of rejecting the plans or suggesting any modification in the plan which may not contravene the laid down building bye-laws but are against the interest of the scheme /residents.

3. The members and the residents shall be bound by the decisions and directions of the Dte. They are liable to be penalized according to the gravity of the offence which may include the disconnection of any or all services.

Construction Violations

4. Defaulters shall be liable to fine which may extend upto Rs One lac depending on gravity of the case. Some of the foreseeable violations are as under:-

(a) **Sewer.** Connection of house sewer with main network without the knowledge of Scheme staff is unauthorized. Owners should not open the plug and join the sewer themselves unless completed house has been checked by the Scheme staff. Main Sewer manhole will not be tampered with for drainage of surface/rain water.

(b) **Improper Ramp.** There is tendency to extend the slope of ramp beyond permissible limits which may causes obstruction. The following points are submitted for the information of all members:-

(i) Ramp slope must finish within 5 feet from the boundary wall and driveway will have a slope conforming to road slope towards the house.

(ii) Since the area outside the boundary wall is liable to be dug by Scheme for giving connections/repairs without intimation, members are advised not to make costly ramps.

(iii) No water point/tap will be left outside the boundary wall.

(iv) Erection of permanent fence or growing of hedge in any form is not permitted outside boundary wall.

(v) Earth filling outside the compound will not be above the adjoining berm level.

(vi) No Pacca / permanent "Sentry Post" will be constructed.

- (vii) Damaging the road by mixing concrete or cutting/bending steel bars on the road, placing concrete mixer on road berm by filling areas outside the boundary above the road level and blocking flow of water be avoided.
- (viii) Cutting of road for laying underground electric cable without written approval from the Scheme is not permitted.
- (ix) Open space violation: Reduction of clear spaces while carrying out construction is not permitted.
- (x) No construction of speed breaker in front of the house is allowed.
- (xi) No construction is permitted without prior written approval of scheme.

Procedure for Removal of Violations

5. A violation will be deemed to have been committed if the construction is not in accordance with the construction plan (CP) that was approved by Air Headquarters (Dte of Estate Projects).

6. To tackle these violations the enforcement committee is formed. This committee would comprise of an officer from the Dte of EP, Secretary FEC and building inspector from Dte of EP. It is the responsibility of said committee to ensure that violations are highlighted and removed in coordination with FEC / AHQ EP Dett. In case, the violation issue is not resolved, then the matter may be recommended to Air Headquarters. The recommendation is to include removal of the violation from under construction house and the imposition of appropriate fines/penalties. The case would then be referred back from Dte of EP to FEC / AHQ EP Dett to proceed further as per Air Headquarters instructions.

7. Building inspector is to inspect the premises of under construction houses alongwith the representative of FEC / AHQ EP Dett. The purpose of these inspections is to point out to the owner and Fazaia authorities well in time any deviation from approved construction plan and any hazardous construction, unsafe and unethical practice and timely warning to the owners and any unintentional violation in it that may go un noticed and which may subsequently lead to added expenses and embarrassment to the owner as well as to the Fazaia Authorities/Air Headquarters (Dte of EP). However, it is the responsibility of the owner alone to ensure that there are no violations committed in his house and in no way is the building inspector to be blamed for not pointing out violations committed by him/her. In this connection, owner of the house are to extend full assistance to the building inspector for inspection of house/ construction.

8. The building inspector is to submit a written report of any violation that he notices during his weekly inspection to the following:-

- a. Air Headquarters (Dte of EP).
- b. Fazaia Executive Committee / AHQ EP Dett
- c. Enforcement Committee (EC).

Formal undertaking by the members of Fazaia

9. The owner of the premises is to give Air Headquarters an irrevocable legal understanding stating the following:-

- (a) The construction will be carried out in accordance with the construction plan (CP) as approved by Air Headquarters (Dte of EP).
- (b) Approval from Air Headquarters will be obtained on the modified CP on any alteration prior to its implementation.
- (c) Dte of EP, AHQ Ep Dett, FEC and enforcement committee will have the right to stop the ongoing work, to have the water and electricity disconnected, if the recommendation of the EC is obstructed in any way. The same will be restored only after the recommendations have been implemented and the violation removed/additional surcharge dues cleared. The CP approved by Air Headquarters (Dte of EP) as long as it is in the frame work of Fazaia construction bylaws, it will be final and binding on all residents and can not be appealed against, in any Court of Law.
- (d) The legal owner of the premises shall forego any right to apply for stay order etc as soon as Fazaia bylaws have been violated.
- (e) The owner is to ensure that his/her contractor deposit as security, a sum of Rs 15,000/- which will be refunded to him on his clearance from premises if he adhered to Fazaia bylaws. This amount would be utilized for clearing of roads etc if not done by the contractor.

(Members may appeal only to DCAS (A). His decision shall remain final and binding on all the residents of Fazaia Lahore).

Note: The specimen of the undertaking is shown on the next page.

UNDERTAKING CERTIFICATE BY THE OWNER

(SPECIMEN ON STAMP PAPER OF Rs 20)

I _____ holding CNIC No _____
Resident of _____ hereby
undertake and abide by the following:-

- (a) The construction will be carried out in accordance with the construction plan (CP) as approved by Air Headquarters (Dte of EP).
- (b) Approval from Air Headquarters will be obtained on the modified Construction Plan (CP) on any alteration prior to its implementation.
- (c) Dte of EP, AHQ EP Dett, FEC and enforcement committee will have the right to stop the ongoing work, to have the water and electricity disconnected, if the recommendation of the EC / building inspector is obstructed in any way. The same will be restored only after the recommendations have been implemented and the violation removed/additional surcharge dues cleared. The CP approved by Air Headquarters (Dte of EP) as long as it is in the frame work of Fazaia construction bylaws, it will be final and binding on all residents and can not be appealed against, in any Court of Law.
- (d) I as legal owner of the premises shall forego any right to apply for stay order etc as soon as Fazaia bylaws have been violated.
- (e) I as the owner would ensure that my contractor deposits as security, a sum of Rs 15,000/ which will be refunded to him on site clearance from the premises provided the said contractor has not committed any violation of Fazaia rules regulations in the course of construction/site clearance. This amount may be utilized for clearing of roads etc if not done by contractor.

Signatures of Witness No 1 _____
Name _____
Address _____
CNIC No _____
Date _____

Signatures _____
Owner's Name _____
Address _____
CNIC No _____
Date _____

Signatures of Witness No 2 _____
Name _____
Address _____
CNIC No _____
Date _____

Penalties

10. The penalties will be levied as per the following description of violations:-

S No	Description of violations	Penalty Rate	Remarks
(a)	Occupation of House without Permission	Rs 15/- per Sq Ft of plot area	Services will be disconnected
(b)	Ramp Violation	Rs 10,000/-	Violation will be demolished
(c)	Road Cutting	Rs 25,000/-	Repair at Member's risk and cost
(d)	Illegal sewer & water connection	Rs 10,000/-	Connection will be removed
(e)	Dumping of material on road	Rs 10,000/-	Removal at Member's risk and cost
(f)	Dumping of material on other member's plot without permission	Rs 15,000/-	Removal at Member's risk and cost
(g)	Utilization of plot of other members for party etc without formal permission	Rs 10,000/-	
(h)	Car washing and water spilling of Roads/footpaths.	Rs 5,000/-	
(j)	Environmental pollution including Littering the area and / or Improper clearance of plot area through burning	Rs 5,000/-	
(k)	Disposal of earth at unspecified places	Rs 5,000/-	Removal at Members risk & cost
(l)	Collection of sand/earth from surrounding area of other plots	Rs 10,000/-	

Note:- The penalties rates are subject to revision form time to time.

CHAPTER 9

INTERPRETATION OF BYLAWS

General

1. The opinion of the Dte shall be final and conclusive as the interpretation of any bye-laws, regulations, rules and procedure.
2. The decision of the Dte on any issue not expressively covered by the regulations shall be valid, final and binding on the members.

Relaxation in the Provisions of Building Regulations

3. The Dte may allow relaxation of the building regulations, in special cases and while doing so sufficient reasons in support thereof shall be recorded.
4. The Dte, will be empowered to take suitable decisions on any matters arising as a result of doubtful interpretation of these building regulations or such matters which may not have been specifically covered in them.
5. The Dte may delegate all or any of the powers as laid down in these building regulations to any of its officers for the purpose of their implement