



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

**Subject: MINUTES OF 39TH MEETING OF EXECUTIVE BOARD OF THE
FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY
HELD ON 11TH MARCH 2025**

39th meeting of the Executive Board (EB) of Federal Government Employees Housing Authority (FGEHA) was convened on 11th March, 2025 at 12:00 PM in the Committee Room of Ministry of Housing and Works, 1st Floor, B-Block, Pak, Secretariat, Islamabad under the Chairmanship of Honourable Federal Minister for Housing & Works.

2. Proceedings of meeting commenced with the recitation from the Holy Quran. At the outset, the Chair welcomed participants. List of participants is enclosed.
3. Agenda items discussed in the meeting and decisions taken are presented below:-

AGENDA NO. 01

**Subject: CONFIRMATION OF THE MINUTES OF 38TH EXECUTIVE BOARD
MEETING OF FGE HOUSING AUTHORITY HELD ON
03RD FEBRUARY 2025**

4. Director General, FGE Housing Authority briefed members of the Board that minutes of 38th Board meeting were circulated on 18th February, 2025 and no reservation had been received from any member of the Board to date.

DECISION

5. **The Executive Board confirmed minutes of 38th Executive Board meeting.**

AGENDA NO. 02

Subject: BUSINESS PLAN OF FGEHA

Introduction

6. The Board was apprised that Federal Government Employee Housing Authority (earlier FGE Housing Foundation) was established as a cell in Ministry of Housing & Works (M/o H&W) in 1989. Later on, it was registered with Securities and Exchange Commission of Pakistan as a Public Limited Company on 26th March, 1990 under Companies Ordinance, 1984. FG Employees Housing Foundation was established as Federal Government Employees Housing Authority through an act of Parliament on 15th January, 2020. FGEHA is mandated to initiate, launch, sponsor and implement housing schemes for Federal Government Employees (serving and retired) and other specified groups, as decided from time to time, on ownership basis in Islamabad, Provincial Capitals and other major cities of Pakistan, on **No-Profit No-Loss** basis.

Problem Statement/Performance Index - (Inability to deliver)

7. It was informed that FGEHA was obligated with approximately **190,862 registered members**, with nearly **35,000 units** delivered so far. Remaining 155,862 members anxiously await their turn on the seniority/merit list. Current sluggish pace of delivery (**1,100 per year**) posed a significant challenge, as it would take nearly 150 years to clear existing backlog. Over past 16 years, average registration rate had been **10,500 per year**, which was almost 10 times the rate of delivery. Under no scale, this was any practical scenario. This dismal state of **demand versus delivery** called for a complete transformation of structure, policies and practices of organization.

8. It was further informed that FEGHA Act u/s Section 5 (2) c & f allowed a fair level of autonomy regarding land acquisition/procurement yet it required formulation of necessary policies and regulations in light of provisions of the Act. However, the organization restricted itself to only Land Acquisition Act 1894 that was archaic and had an inherent propensity to fail for ensuring possession of land in its existing form. Moreover, inflexible JV policy and absence of Public Private Partnership policy further aggravated the dismal state of organization's performance. Furthermore, divergent allotment policies such as first cum first and age wise seniority which was further bifurcated into yearly pockets of age wise seniority were complex and distant from Allottees' perspective. The organization lived in the non-digitized world for almost 32 years since its inception in 1989 as a Foundation and was currently at an infant stage after undergoing digitization in 2021. Departure from rigid & archaic laws, policies & regulations through amendments and formulation of simple and flexible policies, rules and regulations were inevitable for organization's existence, survival and performance. A quick insight into the performance matrix of FGEHA revealed following

fundamental inhibitions and a multitude of allied issues which impede all efforts to deliver upon its primary role. These constraints are as under: -

- i. Reliance on Land Acquisition Act 1894 & Absence of Land / Asset Disposal Regulations
- ii. Rigid JV Policy / Regulations
- iii. Financial Constraints with focus on Allottees' Facilitation
- iv. Lack of Digitization
- v. Allotment Policy

9. To overcome above-mentioned challenges, committee was constituted to synthesize existing practices of FGEHA and propose an alternate sustainable business model and measures to enhance performance besides securing long-term sustainability. The working of the committee is outlined as follows:-

- i. Land /Asset Disposal through Public Private Partnership
- ii. JV policy to be made more open/flexible and responsive to attract private investment while keeping FGEHA's interest supreme
- iii. Voluntary monthly subscription
- iv. Effective use of technology to improve service delivery and bring transparency in the processes
- v. Bring more transparency in Allotment policy

10. The Board was briefed that initial working of the committee was presented before the 33rd Board in its meeting held on 16th May, 2024. The Board after deliberation gave principal approval to revamp business model/plan of organization. Later on while discussing progress on Business Plan, the Board in its 35th meeting held on 16th August, 2024 constituted a committee to evaluate and vet drafts of proposed JV Policy, Public Private Partnership Policy, Land Procurement Regulations and Voluntary Subscription Policy. Composition of the committee is given below:-

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|------|--|------------------|
| i. | JS (Estate) Ministry of H&W | Chairman |
| ii. | Draftsmen, Ministry of Law and Justice | Member |
| iii. | Director. JVP,FGEHA | Member |
| iv. | Concerned Director, FGEHA | Member |
| v. | Director Law, FGEHA | Member/Secretary |

11. Furthermore, the Board was apprised of the proceedings of 38th Board meeting held on 3rd February, 2025 in which revised business model was presented, incorporating best practices from CDA, DHA, and Bahria to enhance efficiency, transparency, and sustainability .

Key initiatives included PPP-based land banking, JV policy revisions, voluntary monthly subscription model ensuring steady cash flow, features of improved allotment transparency and digitization to streamline operations. *The Board directed the submission of draft policies on land/asset disposal, JV regulations and voluntary monthly subscription policy, duly vetted by the committee, along with a comprehensive business plan, for approval in the next meeting.* It was apprised that development of Joint Venture (JV) Regulations and Digitization had been completed; whereas Land/Asset Disposal Regulations, Voluntary Monthly Subscription policy and Allotment Policy were in progress. The detail of proposed drafts is presented in the ensuing paragraphs.

Approval of FGEHA (JV & PPP) Rules 2025

12. It was apprised that the Board approved JV Regulations 2020 during its 6th meeting on 12th August, 2020 to enhance land banking through joint ventures. However, stringent conditions, especially related to land-sharing, discouraged potential partners. Despite 25 advertisements and 431 Expressions of Interest (EOIs), no proposal progressed to the execution phase under 2020 regulations. FGEHA (JV & PPP) rules 2025 were drafted to address these challenges, introducing greater flexibility to attract viable proposals. These amendments aimed to enhance land banking for private-sector projects, promote private investment in public-sector housing and address backlog of developed plots for registered members. After gap analysis of JV Regulations 2020, below mentioned changes were proposed in FGEHA (JV & PPP) rules 2025.

No.	JV Regulations 2020	JV Rules 2025	Comments (Change Type)
1	Land Size Requirement (a): Minimum 40 kanals for apartments, 200 kanals for housing units, and 500 kanals for plots. (For apartment schemes in developed residential areas, applicable laws must be followed.)	Land Size Requirement (a): For standalone projects, minimum 20 kanals for apartments/commercial/mix-use schemes, 200 kanals for built/semi-built housing units, and 400 kanals for plots; while feasible sites in approved schemes (any size) must comply with local rules/byelaws.	Amended: Lower thresholds for apartments (20 vs. 40) and plots (400 vs. 500); broader scope including commercial, malls, and mix-use schemes. However JV can be entered on any size of plot in already approved schemes/societies.
2	Payment Terms (f): No upfront payment for raw land is allowed.	Payment Terms (e): No advance payment for land in any JV model, except with Board approval.	Amended: Proposed Rules allows for an advance payment if the Board approves it.
3	Land Title (g): Land title shall ultimately and exclusively rest in the name of the Authority, with transfer preceding construction—serving as a guarantee against the JV partner/contractor.	Land Title (h): Project land's title shall vest in the Authority per Section 2(n) of the Act, with possession transferred prior to construction; if title transfer is not feasible, at least 20% of the saleable area must be transferred to the Authority.	Amended: Proposed rules introduces an alternative mechanism (20% area transfer) when full title transfer is not possible.

4	No Profit/No Loss (i): The JV partner must provide plots or apartments on a no-profit, no-loss basis for registered Authority members.	<i>No corresponding provision.</i>	Deleted: The no-profit, no-loss requirement for registered members is omitted.
5	JV Share Determination (j): Quotas for the JV partner in the commercial area shall be determined based on the outcome of the commercial feasibility study prepared by the transaction advisor.	JV Share (f): Shares for residential/commercial areas are determined based on the transaction advisor's recommendations from the commercial feasibility study. however, that the Authority's residential share shall not be less than fifty percent	Modified: Proposed rules make shares determination flexible with minimum cap of 50%
6	Promotional Materials (o): Payment plans, brochures, allotment letters, etc., must be issued by the Authority in consultation with the JV partner (with the Authority's decision prevailing in case of disagreement).	Promotional Materials (k): Brochures, allotment letters, and similar materials shall be issued by the Authority.	Modified/Deleted: Estate management will be done by the Authority while payment plan and financial control of share of JV partner shall be dealt with JV partner.
7	Default/Non-Completion (t): In case of non-completion of development or construction within the prescribed time, the Authority shall complete the work and recover the associated cost from the JV partner's share through auction or other mechanisms.	Default/Non-Completion (n): If non-completion occurs due to wilful negligence/default by the JV partner, the Authority shall complete the project through open bidding (on a risk and cost basis) and recover additional costs through sale proceeds or other appropriate processes as determined by the Executive Board.	Amended: In proposed rules in case of default an open bidding process for completion of project in defined. ,

JV or Land Sharing Models

No.	JV Regulations 2020	JV Rules 2025	Comments (Changes & Effect)
1	<p>Land Sharing Model – Fixed Formulas:- Offers either a 70:30 model (Authority gets 70% of the residential plots; land provider gets 30% with no cash payment; Authority bears total development cost including the JV partner's share) or a 1:4 model (one kanal developed residential plot per four kanals of raw land, with development costs shared accordingly).</p>	<p>Land Sharing Model – Flexible Arrangement: No fixed ratio is prescribed. The residential and commercial shares are determined based on commercial feasibility, with a safeguard that the Authority's residential share must not be less than 50%.</p> <p>The cost of land and development works may be paid to the land provider as mutually agreed subject to Board approval.</p>	<p>Shifts from rigid, pre-set formulas to a more flexible, negotiation-based model. This change allows adaptation to market conditions and ensures the Authority retains a minimum share, while also opening up the possibility of compensating the provider monetarily.</p>
2	<p>Financing Options in End Product/Turnkey Model: Payment arrangements are tied to construction milestones or based on the JV partner's initial investment with a 20% down payment and the balance paid in instalments over 1-4 years (with the timeline potentially extendable by two or more years).</p>	<p>Enhanced Financing Flexibility for Turnkey Projects: Provides several financing options: milestone-based payments, instalment payments based on agreed schedules, a single lump-sum payment upon project completion, or any alternative schedule approved by the Executive Board.</p>	<p>The updated rules broaden financing options. This additional flexibility better aligns payments with project progress and cash-flow needs while offering alternative methods that may better distribute risk between the Authority and the JV partner.</p>
3	<p>Private Housing Scheme Provisions: Conditions include: the Authority acts as regulator/facilitator; the developer submits a housing project proposal; the developer bears the entire investment (land purchase, design, development); land is mutated to the Authority's name free of cost; the JV partner guarantees developed plots/houses at subsidized prices to FGEHA; allotment control rests exclusively with the Authority; and the Authority retains 20% of the developer's share as a guarantee (with phased payment release and penalties for delay).</p>	<p>Private Housing Scheme Conditions – Detailed and Structured: The Authority acts as regulator/facilitator and must ensure compliance with local municipal laws. The developer submits its project proposal for approvals. The developer bears the complete investment.- At least 20% of residential plots will be transferred to the Authority at subsidized cost (with any excess negotiated at discounted rates). A structured allotment release is introduced (50% within 30 days of layout plan approval, an additional 30% upon milestone achievement, with 20% retained as collateral). The JV partner is also required to transfer land for public</p>	<p>The proposed rules add considerable detail and structure to the private housing scheme provisions. By introducing milestone-based allotment schedules, requiring transfer of land for public utilities, and clarifying fee-sharing, these changes enhance regulatory control and transparency. They also establish stricter benchmarks for project compliance while allowing room for negotiated flexibility in other cost-sharing elements.</p>

		utilities (roads, parks, graveyards, etc.), and the Authority may collect and share transfer fees. Additional costs (e.g., marketing) and matters beyond these rules are to be resolved in the JV Agreement, subject to Executive Board approval.	
4	Cost of Land & Development Cost Allocation (Land Sharing Model): No direct payment is made to the land provider; in the 70:30 model, the Authority bears the total development cost (including the JV partner's share); in the 1:4 model, development costs are shared as per the agreed ratio.	Payment Flexibility for Land & Development Costs. Provides for the possibility of making payments for the cost of land and development works to the land provider, subject to mutually agreed terms and Board approval.	Introducing a potential cash payment option adds financial flexibility.
5	Commercial Area Share Determination. Shares in the commercial area are determined based on commercial feasibility and recommendations from a transaction advisor (with consideration of input factors like land cost and the residential share allotment).	Commercial Area Share Determination. Similarly, the commercial area shares are determined on the basis of commercial feasibility. In private housing schemes, the share is to be mutually agreed upon in line with transaction advisor recommendations.	Although the underlying determination mechanism remains similar, the below rules stress mutual agreement. This reinforces cooperative decision-making and clarity in how commercial space allocation is negotiated.

Digitization- Allottees' Facilitation

13. It was informed that to streamline processes and enhance user convenience, several digitization initiatives had been introduced. A secure online portal now provided comprehensive details on registration, seniority, allotments, notices, transfers, and payments, eliminating the need for physical visits. Payment processes had also been digitized, allowing for generation of unique payment vouchers and seamless online transactions through various banking channels, including cash, Visa/Master cards and services like Easy Paisa. Additionally, users received timely alerts for every activity via SMS, emails and calls, ensuring they stay informed. To address user concerns effectively, a robust grievance management system would be implemented to handle queries swiftly and within specified timeframes.

RECOMMENDATION

14. Draft FGEHA (JV & PPP) Rules were presented before the Board for approval.

DISCUSSION

15. The Board was informed that total of 25 Expressions of Interest (EOI) for Joint Ventures (JV) were published, resulting in receipt of 431 JV proposals. However, despite the high volume of proposals, none of them progressed into execution phase after enactment of JVP Regulations in 2020. The primary reason for this stagnation was stringent nature of the revised JV policy, coupled with the rigid land-sharing formula, which created significant challenges for potential partners, ultimately hindering maturation of these proposals into actionable projects. To address limitations of previous regulations and make the joint venture process more attractive and feasible for potential partners, significant revisions were made and which was further vetted by the committee constituted by the Board in its 35th meeting. The Board emphasized that the reforms process should continuously align with evolving market trends. It was recommended that the committee constituted for reforms conduct an annual progress review to evaluate the effectiveness of implemented measures.

16. The Board was informed that digitization and digitalization of FGEHA's processes had been successfully completed. This transformative initiative aimed to enhance transparency across various operations, including allotment procedures, payments to landowners and BUPs (Built-Up Property owners), as well as project management and monitoring. By leveraging advanced digital tools, organization had significantly reduced human intervention, thereby minimizing errors, inefficiencies, and potential for discrepancies.

17. It was further briefed that a comprehensive mobile application for members and allottees was launched in March 2025, alongside a dedicated web portal. Additionally, project-wise migration of data to new system was currently in progress, ensuring a smooth transition to digitization. Director IT elaborated that these platforms not only empowered members and allottees to access critical information—such as registration details, allotment status, payment records and real-time activity alerts—but also enabled them to conveniently pay their instalments online through integrated banking channels. This integrated approach provided a seamless, secure and user-friendly experience, enhancing accessibility and convenience for all stakeholders. He further informed that a Grievance Redressal Mechanism would also be available for members and allottees to lodge complaints regarding their issues, which would be addressed within 24 hours to minimize the need for physical visits.

18. The Board highly commended efforts toward automation, particularly development of the mobile application and web portal.

DECISION


19. The Board approved FGEHA (JV & PPP) Rules 2025 and directed finalization of Voluntary Monthly Subscription Policy, Land/Asset Disposal Policy and Allotment Policy within 15 days. Additionally, the Board instructed that the revised Allotment Policy be presented through the committee constituted for reviewing other policy drafts before final approval.

AGENDA NO. 03

Subject: PROGRESS/UPDATE ON EHFPRO PROJECT

Background

20. The Board was informed that a Joint Venture Agreement (JVA) was executed between FGEHA (erstwhile FGEHF) and Progressive Motels and Resorts (Pvt.) Ltd on 19th March, 2010. The agreement aimed to develop an apartment project under Lifestyle Residency Project, which was to be executed by a Joint Venture Company (JVC) named EHFPRO (Pvt.) Ltd. Under this agreement, FGEHF was responsible for providing land while successful bidder was tasked with financing, marketing and construction.




21. It was further briefed that Clause 2 of JVA outlined incorporation of EHFPRO, a private limited company with an authorized share capital of Rs. 200,000, equally shared between FGEHF and Progressive Motels & Resorts (Pvt.) Ltd. The Board of Directors included two members from each party, with Chairman and CEO overseeing project management. A Land Agreement was signed on 19th August, 2010, initially valuing land at PKR 1.87 billion, later reduced to PKR 1.15 billion and then PKR 37 million. Lifestyle Residency Project, launched in 2010 in sector G-13, Islamabad, covered 15.37 acres with 3,240 planned apartments. Revived in July 2016, CDA approved building plans on 23rd August, 2017, leading to contractor selection and mobilization. Construction began in September 2017 with an initial completion target of early 2020, but project remained stalled and incomplete.

Recent Development

22. The Board was informed that given persistent issues, matter was presented before the Board in its 37th meeting on 5th December, 2024, wherein it was determined that JVA had lost its efficacy due to JV Partner's continued breaches. The Board directed FGEHA to invoke relevant JVA clauses and initiate process of exiting the agreement. Consequently, a Show Cause Notice was served on 30th December, 2024 to JV Partner (M/s Progressive), CEO of EHFPRO (Mr. Javid Khattak), and Director of EHFPRO (Syed Imran). In response, only

CEO of EHFPRO and Granite (Mr. Javid Khattak) replied on 10th January, 2025, while JV Partner and other Director remained unresponsive. A personal hearing notice was issued on 27th January, 2025, requiring their appearance before the Executive Board on 3rd February, 2025. In compliance, CEO and Director of EHFPRO appeared and presented their case. However, the Board in its 38th meeting held on 03rd February, 2025, found their responses unsatisfactory and subsequently passed resolutions on the matter.

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- i. JV Agreement shall be terminated with immediate effect.
 - ii. Formal audit of project shall be conducted to ascertain losses and damages inflicted on FGEHA and its members by JV partner.
 - iii. Possession of project along with record shall be secured by FGEHA.
 - iv. Winding-up proceedings for JVC, M/s EHFPRO shall be initiated in accordance with legal and regulatory requirements.
 - v. All losses attributable to JV partner shall be recovered from them.
 - vi. FGEHA is directed to come up with an alternate proposal for timely and successful completion of project to the Executive Board at the earliest.

Court Cases Filed by M/s GRANITE

23. It was apprised that before termination notice could be served, M/s Granite Enterprise filed a case against FGEHA under section 20 of Arbitration Act 1940 in the Civil Court, Islamabad, Progressive and EHFPRO. On 6th February, 2025, the Learned Civil Judge, Mr. Suhaib Bilal Ranjha, issued an Ad Interim Injunction restraining FGEHA from terminating JVA. The case was then adjourned until 18th February, 2025 for notice to FGEHA. However, due to transfer of judge, case was fixed for hearing before another Senior Civil Judge Mr. Inamullah. At the hearing, Director (Law), FGEHA, appeared in person alongside three counsels and promptly challenged maintainability of civil suit. It was argued that M/s Granite, not being a party to JV Contract, lacked legal standing to seek relief under Arbitration Act 1940. The judge was requested to rule on suit's maintainability before proceeding to arguments on merit. Accepting the request, court directed M/s Granite's counsels to first present their arguments on maintainability. Despite repeated attempts by M/s Granite's counsels to seek an adjournment on technical grounds, FGEHA ensured that proceedings moved forward. Partial arguments were heard at 3:30 PM, after which the case was adjourned to 22nd February, 2025 for FGEHA's submission of a written reply and appearance of remaining parties, namely Progressive and EHFPRO.

24. The Board was briefed that on 22nd February, 2025, FGEHA submitted its reply, following which M/s Granite counsel had requested time to review it and prepare for next

hearing. Consequently, case was adjourned to 27th February, 2025 for final arguments on maintainability. However, on the scheduled date, Granite's lead counsel was unavailable due to commitments in the Supreme Court, and a junior counsel appeared, submitting a written request for adjournment. As a result, case was further postponed to 1st March, 2025 for arguments on maintainability.

25. On 1st March, 2025, detailed arguments were presented, lasting over four hours. During the proceeding, Mr. Muhammad Nadeem Raja, Advocate, appeared on behalf of EHFPRO through authorization of Javed Khattak and requested time to file a reply. Consequently, case was adjourned to 5th March, 2025, allowing EHFPRO counsel to submit his response before the court proceeded with passing its order.

26. In compliance with the Executive Board's decision in its 38th meeting, Director Special Initiatives, FGEHA, was directed via office order dated 1st March, 2025 to implement the decision and retrieve possession of FGEHA site office at Plot No. 78, G-13/1. Accordingly, on 2nd March, 2025, Director Special Initiatives, in coordination with ICT Police and Deputy Commissioner, ICT, carried out retrieval in the presence of Assistant Commissioner Saddar, Islamabad, along with Magistrate and officials from Sumbal Police Station. Possession was peacefully retrieved and FGEHA lawfully took over the site.

27. The Board was informed that on 3rd March, 2025, Mr. Javed Khattak, on behalf of EHFPRO, filed a new civil suit titled *M/s EHFPRO vs. FGEHA* before Mr. Malik Imran, Civil Judge West Islamabad, seeking injunctive relief against FGEHA regarding possession of its site office. Consequently, through an order dated 3rd March, 2025, the Learned Court granted an Ad Interim Injunction, restraining FGEHA from dispossessing Plaintiff from suit premises. Subsequently, Plaintiff filed an application on 4th March 2025 alleging a violation of injunctive order, prompting the Learned Court to appoint a Bailiff to inspect suit premises and submit a report. Consequently, Court Bailiffs visited the site and attempted to compel FGEHA staff at site to hand over possession to Plaintiff. However, this was met with resistance from FGEHA staff and its legal representatives.

28. FGEHA, being aggrieved by aforesaid orders, filed an application on 5th March, 2025 seeking recall, modification, or setting aside the said orders. Consequently, Civil Court restrained the Bailiffs from further visiting the site. Now, case was fixed for 15th March, 2025 for further proceedings.

29. It was further briefed that on 5th March, 2025, in the case of M/s Granite vs FGEHA, Mr. Muhammad Nadeem Raja Adv submitted a written application for adjournment for submitting a reply on behalf of EHFPRO which was resisted by Barrister Muhammad Hassan Alam who appeared through the authorization of DG FGEHA/Chairman EHFPRO and Director EHFPRO, apprised the court that counsel namely Muhammad Nadeem Raja Adv

appeared without authorization whereupon court superseded power of attorney of said counsel, Muhammad Nadeem Raja. Moreover, during the hearing, a new counsel Mr. Naeem Ali Gujjar Adv (President Islamabad Bar Association) was engaged by Granite who submitted his Power of Attorney and requested time to further assist the court regarding maintainability. Thereafter, case was adjourned to 6th March, 2025.

30. The Board was informed that on 6th March, 2025, Barrister Muhammad Hassan Alam appeared on behalf of Chairman EHFPRO/DG FGEHA and Director EHFPRO/Director (Finance) in civil suit M/s EHFPRO vs. FGEHA, pending before Civil Judge Malik Imran. He submitted an application stating that case had been unlawfully filed by Javed Iqbal Khattak without approval of the Board of Directors and should, therefore, be withdrawn. After hearing arguments from both parties, judge was on the verge of announcing an order on the withdrawal application. Simultaneously, M/s Granite filed a transfer application before District & Session Judge West Islamabad, seeking transfer of case titled M/s Granite vs. FGEHA, under section 20 of Arbitration Act 1940, from the court of Mr. Inamullah, citing a lack of trust in the judge. This request came although an order on maintainability of application had already been reserved and was about to be announced the same day. Additionally, M/s Granite informed Session Court about a similar case pending before Civil Judge Malik Imran. In response, District & Sessions Judge summoned records from both courts. The next hearing on transfer request is scheduled for 11th March, 2025 before District & Sessions Judge.



RECOMMENDATION

31. The matter was placed before the Board for information and guidance.

DISCUSSION

32. Director Law, FGEHA briefed the Board on legal proceedings initiated by M/S Granite Pvt. Ltd. and EHFPRO Pvt. Ltd., as per decisions taken in the 37th and 38th Executive Board meetings.

Legal Proceedings Concerning the Termination of the JV Agreement

33. It was informed that the Board in its 38th meeting held on 3rd February, 2025, decided to terminate Joint Venture (JV) agreement between FGEHA and its JV partner, M/S Progressive, with immediate effect due to multiple breaches of contract.

34. In anticipation of this action, M/S Granite Pvt. Ltd. filed an application under section 20 of Arbitration Act, 1940 before Civil Court, Islamabad, on 6th February, 2025, seeking a status quo order. Senior Civil Judge, Islamabad, issued an ad-interim injunction, restraining FGEHA from terminating the contract. As a result, the Board's decision to cancel

JV Agreement could not be implemented, since by the time the minutes of the meeting were approved on 19th February, 2025, the status quo order was already in effect.

35. On the next hearing, FGEHA engaged legal counsel, who contended that M/S Granite was not a party to the JV Agreement and thus lacked locus standi to invoke Arbitration Act, 1940. The court was requested to decide on maintainability of M/S Granite's application before proceeding with arguments on merit. This request was accepted and after multiple hearings, case was fixed for 6th March, 2025, for an order on maintainability.

36. However, despite conclusion of arguments, M/S Granite engaged the President of Islamabad Bar Association, who, after filing his power of attorney, sought additional time for arguments. When his request was not accepted, he filed an application for transfer of case before District and Sessions Judge (West), Islamabad. This application was taken up on the same date and case file was summoned from Senior Civil Judge before the announcement of maintainability order. The case was subsequently fixed for 11th March, 2025, before Sessions Judge for arguments.

37. Director Law emphasized that if transfer application was allowed, it would significantly delay the case, as new judge would have to hear the matter from the beginning, rendering FGEHA's legal efforts ineffective. In light of these developments, matter was discussed with Secretary H&W and DG FGEHA, where it was unanimously decided to file a Civil Revision before Islamabad High Court (IHC) challenging both:-

- i. The ad-interim injunction issued on 6th February, 2025; and
- ii. Order of the District Judge summoning the case file before the announcement of the maintainability order.

38. Accordingly, a Civil Revision was filed before Islamabad High Court and was taken up by Justice Babar Sattar on 10th March, 2025. After hearing arguments from FGEHA's counsel, the Honourable Court issued notices to all concerned parties for 18th March, 2025. Additionally, Islamabad High Court took serious note of the case transfer application filed by M/S Granite and directed Member Inspection Team (MIT) to obtain a report from District and Sessions Judge (West) and Senior Civil Judge for submission on next date of hearing, i.e., 18th March, 2025.

Legal Proceedings Concerning Possession of FGEHA Property

39. It was further informed that while the injunction pertained to termination of JV agreement, no restraining order was issued regarding possession of FGEHA's property. To implement the decision of 38th Executive Board, Director Special Initiatives, Lt. Col.(R) Azhar Saeed, was assigned the task of retrieving possession of FGEHA's site office and securing official records. A team of officers, with the assistance of Islamabad Police and ICT administration, successfully recovered FGEHA's site office on 2nd March, 2025.

40. Following this, M/S EHFPRO Pvt. Ltd. filed a civil suit against FGEHA before Civil Court, Islamabad, obtaining a status quo order on 3rd March, 2025, restraining FGEHA from dispossessing the plaintiff from suit premises. However, since possession of FGEHA's site office had already been retrieved on 2nd March, 2025, the injunctive order was deemed infructuous.

Contempt Proceedings and Interference by the Bailiff

41. Despite no violation of court's stay order, M/S EHFPRO filed an application for contempt proceedings before Civil Judge, Malik Muhammad Imran, who issued an order on 4th March, 2025, appointing a bailiff to visit premises and ensure compliance with court's injunctive order. The bailiff was also authorized to seek police assistance if required.

42. Following this order, bailiff, accompanied by M/S EHFPRO's staff, attempted to restore possession to M/S EHFPRO and dispossess FGEHA. FGEHA's officers and legal team promptly arrived at site and informed bailiff that possession had already been retrieved on 2nd March, 2025, before issuance of injunctive order. However, bailiff insisted on implementing order, leading to resistance from FGEHA's legal team. The bailiff subsequently filed a damaging report against FGEHA officers, alleging obstruction of court orders. In response, FGEHA filed an application against bailiff on 5th March, 2025, before Civil Judge, who stayed further visits by bailiff until next hearing on 15th March, 2025.

Challenge to CEO EHFPRO'S Authority

43. Furthermore, an application was filed on behalf of DG FGEHA/Chairman, EHFPRO Board and Director Finance/Member, EHFPRO Board, challenging competence of CEO, EHFPRO, Mr. Javed Iqbal Khattak, because no prior approval of the EHFPRO Board was obtained before filing civil suit. The court was informed that Chairman, EHFPRO Board intended to withdraw the suit. However, before an order could be passed, District and Sessions Judge (West) intervened once again, summoning case file to his chambers, thereby preventing any further proceedings.

Future Legal Strategy and Audit of EHFPRO

44. The Board was informed that another Civil Revision would be filed before Islamabad High Court, challenging recent judicial interventions in the case.

Engagement of Chartered Accountancy Firm for Audit & Winding Up of EHFPRO

45. Director Finance informed the Board that a chartered accountancy firm would be engaged within a week, tasked with conducting an audit of project and initiating the winding-up process of EHFPRO with Securities & Exchange Commission of Pakistan (SECP).

46. The Board acknowledged and appreciated efforts of DG FGEHA, Director Law and Director Special Initiatives directing them to continue pursuing the matter to its logical conclusion.

DECISION

47. The Board endorsed all legal actions and directed:-
- i. Expediting the audit and winding-up process of EHFPRO.
 - ii. Continuing legal efforts to ensure a logical resolution of the matter.
 - iii. Preparing a proposal for next Board meeting regarding continuation and resumption of project, ensuring timely delivery of apartments to allottees awaiting possession since 2016.
 - iv. Director Special Initiative or any other officer not below BS+19 as deemed suitable by Director General will continue overseeing project.

AGENDA NO. 04

Subject: PROGRESS/UPDATE ON COMMONERS SKY GARDEN PROJECT

Background

48. The Board was apprised that Executive Committee (Now Executive Board) of Housing Authority in its 128th meeting held on 11th October, 2013 decided that apart from acquiring land through Land Acquisition Collector, options of Joint Venture may also be explored to increase land bank of FGEHA so that increasing number of registered members may be accommodated as early as possible. In continuation, the Executive Committee, in its 132nd meeting held on 9th January, 2015, unanimously granted principle approval to consolidate a land bank for FGEHA's projects in feasible areas of Islamabad through collaboration with private landowners. It was emphasized that land selection must be based on thorough surveys, proper feasibility studies and a robust evaluation mechanism. Furthermore, 1st Joint Venture (JV) policy, outlining its fundamental principles and procedures, was approved by Federal Cabinet in 2016. This policy was further refined, specified, and approved by the Federal Cabinet in 2019.

49. It was further informed that following the passage of FGEHA Act 2020 in Parliament, Housing Foundation's status was officially upgraded to that of an Authority. Subsequently, the Executive Board of FGEHA, vested with authorized powers under FGEHA Act 2020, approved Joint Venture Projects Regulations, 2020 in its 6th meeting held on 12th August, 2020.

50. The Board was briefed that pursuant to the Executive Committee's decision, an Expression of Interest (EOI) was publicly invited through various newspapers on 12th February, 2019. In response, 52 proposals from different landowners were received for joint ventures. After meticulous scrutiny of documents and fulfilment of all requisite legal and codal

formalities, a Memorandum of Understanding (MOU) was formally executed on 2nd August, 2019 between M/s Commoners Sky Gardens and FGEHA for land measuring 11,000 kanals situated in Mouza Kathar and Mangal, Tehsil Murree, District Rawalpindi.

51. It is pertinent to mention that Supreme Court of Pakistan in Criminal Original Petition No. 57/2015 announced its judgment on 4th May, 2018 regarding development of housing schemes following in various Mouza Tehsile Murree district Rawalpindi. Relevant excerpt of the decision is as under:

- The construction work carried in private ownership would continue only if it is okayed by RDA and EPA. *(Para 9 of the Judgment at Page-19)*.
- With respect to matter of Shamilat-e-Deh, court held that its partition is not unlawful, provided that it has been duly sanctioned by Provincial Government. *(Para 06 Pages 13-14 of the Judgment)*.
- Court also directed NAB to investigate the case and file references against all those who were found responsible for committing, aiding and abetting the crime at any level or any form. *(Para 9 Page 19 of the Judgment)*.

52. It was further informed that the matter was placed before the Board in its 4th meeting held on 3rd October, 2019 and it was decided that JV agreement may be executed between M/s Commoners Sky Gardens and FGEHA in Mouzas Kahthar and Mangal. The payment of infrastructure development already executed would be strictly subject to clearance of land and mutation/possession in the name of FGEHA by concerned revenue authority. On 11th October, 2019, JV agreement between FGEHA and M/s Commoners Sky Gardens (CSG) on land measuring 11000 kanals in Mouzas Kathar and Mangal was signed. On 7th September, 2021, approx. 6021 kanals of land in Mouza Khatar and Mangel was transferred by revenue authorities to FGEHA under Punjab Land Revenue Act. The said JV agreement was signed after due diligence and completion of legal formalities, some of which are as below:-

Mutation No. 2019 & 2020 Dated 15th October, 2016

53. In 2016, two land mutations, No. 2019 and No. 2020, were registered, converting **Shamailat-e-Deh** land in **Mouza Mangal** into **Malkiyati** (privately owned) land. This legal conversion changed the status of land from communal property to individual ownership, making it eligible for private development and transactions.

No Objection Certificate (NOC) from the Forest Department

54. On 22 April, 2014, Forest Department issued an NOC, clearing the land for development purposes and confirming that no legal restrictions from the department applied to proposed project.

NOC from Rawalpindi Development Authority

55. Rawalpindi Development Authority (RDA) granted an NOC on 26th January, 2015 approving the project in compliance with urban planning and development regulations.

Letter from ADCR Rawalpindi Dated 5th October, 2018

56. On 5th October 2018, Additional Deputy Commissioner Revenue (ADCR) Rawalpindi issued a letter verifying land documents and confirming their validity and legal status.

Letter to Commissioner Rawalpindi Dated 9th May, 2019

57. On 9th May, 2019, DG FGEHA addressed a letter to Commissioner Rawalpindi, seeking clarification and further verification of land records.

Decision of the Supreme Court of Pakistan Dated 4th May, 2018

58. Supreme Court announced its decision on 4th May, 2018 in *Criminal Original Petition No. 57/2015*. The relevant excerpt from the ruling is as follows:-

- The construction work carried in private ownership would continue only if it is okayed by RDA and EPA (*Para 9 of the Judgment at Page-19*).
- Concerning the matter of Shamilat-e-deh, court held that its partition is not unlawful, provided that it has been duly sanctioned by Provincial Government. (*Para 06, Pages 13-14 of the Judgment*).
- Court also directed NAB to investigate the case and file references against all those who are found responsible for committing, aiding and abetting the crime at any level or any form (*Para 9, Page 19 of the Judgment*).

Reply from Commissioner, Rawalpindi Dated 30th September, 2019

59. In response, Commissioner Rawalpindi, on 30th September, 2019, submitted a reply providing required information and clarifying concerns related to land ownership and its legal status.

NOC from EPA Dated 11th November, 2019

60. On 11th November, 2019, Environmental Protection Agency (EPA) issued an NOC, confirming compliance with environmental regulations and clearing project for further development.

Transfer of Land to FGEHA Dated 7th September, 2020

61. Revenue authorities transferred ownership of entire land following in Mouza Khatar and Mangel to FGEHA under Punjab Land Revenue Act, confirming FGEHA is the lawful owner under the law after completion of legal formalities.

62. It was apprised that on 17th October, 2019, NAB authorities informed FGEHA that an inquiry was underway against M/s Commoners Sky Gardens (Pvt.), revenue department officials and others concerning alleged land encroachment in New Murree development project area. They further stated that until the inquiry was concluded, they were unable to comment on its potential implications for the proposal submitted by Commoners Sky Gardens to FGEHA. On 17th December, 2020, NAB informed FGEHA that it had concluded its inquiry proceedings regarding Mouza Kathar based on available records. As a result, NAB issued an NOC allowing FGEHA to proceed with project in Mouza Kathar, with the condition that all development and construction must be restricted to privately owned (Milkiyati) land.

63. Pursuant to the Board's decision, 1st addendum to land-sharing Joint Venture Agreement, originally dated 11th October, 2019, was executed on 14th March, 2022. This addendum specifically focused on carrying out project only to the extent of Mouza Kathar, with a minimum area of 2000 kanals. Furthermore, on 19th May, 2022 in response to a letter from Secretary Housing and Works dated 2nd February, 2022, NAB authorities informed FGEHA that competent authority had closed the inquiry proceedings specifically regarding Mouza Mengal, Tehsil Muree, subject to all applicable legal exceptions .

64. The Board was informed that subsequently; a 2nd addendum was signed on 12th September, 2022 in accordance with the Board's decision. This addendum reinstated original project scope, as stipulated in the initial Joint Venture Agreement dated 11th October, 2019, encompassing development of both Mouza Kathar and Mouza Mangal, adhering to terms and conditions outlined in the original agreement. Pursuant to fulfilment of all requisite legal and codal formalities, FGEHA approved layout plan for the scheme, comprising approximately 5,600 plots of varying sizes allocated to Federal Government employees who had been awaiting allotment for an extended period and had already deposited the cost of land. Development activities were progressing rapidly with a designated model area carved out

within project and prioritized for early completion. This area was developed on a fast-track basis to serve as a benchmark for the rest of project.

65. The Board was briefed that as part of this initiative, FGEHA planned to hand over possession of select plots to allottees. To commemorate this milestone, the Prime Minister of Pakistan was invited to personally distribute possession letters to Federal Government Employees Housing Authority (FGEHA) members. This event aimed to facilitate allottees while reaffirming government's commitment to project's timely completion. During a sectorial briefing by the Ministry of Housing and Works, Prime Minister's Office issued a directive to resolve outstanding land revenue issues related to the Sky Garden project with the Government of Punjab.

66. In compliance with this directive, Secretary Housing and Works formally requested Chief Secretary Punjab, via letter dated 27th January, 2025, to expedite resolution of all outstanding issues. Additionally, a meeting was held in the office of Secretary to the Prime Minister, attended by Secretary Housing and Works, DG FGEHA and Deputy Commissioner Murree, wherein it was directed that matter be prioritized with the office of Senior Member Board of Revenue (SMBR). In adherence to these instructions, multiple meetings were held in the SMBR office by the Director General and his team. Furthermore, a meeting took place in the office of Commissioner Rawalpindi, attended by DG FGEHA and DC Rawalpindi, wherein DC Murree's office assured full support in resolving all outstanding land issues related to Sky Commoners Housing Scheme. JV partner, M/s Commoners Sky Garden (Pvt.) Ltd is actively engaged with the DC Murree's office to expedite resolution of all pending matters.

RECOMMENDATION

67. The matter was placed before the Executive Board for information, please.

DISCUSSION

68. The Board was apprised that, in compliance with Prime Minister's directive to resolve outstanding land revenue issues of Sky Garden project with Government of Punjab, Secretary, Housing & Works had addressed a letter to Chief Secretary Punjab on 28th January, 2025. Subsequently, a meeting with Secretary to the Prime Minister, attended by Secretary, Housing & Works, DG FGEHA and DC Murree, had resulted in a decision to prioritize the resolution of these issues with Senior Member Board of Revenue (SMBR). Several follow-up meetings had been held with SMBR, Commissioner Rawalpindi and DC Murree to expedite the process. While FGEHA had actively supported its JV partner, CSG, in all aspects, as per the JV policy, JV partner was responsible for providing land free from all encumbrances. FGEHA, in collaboration with CSG and DC Murree, had continued to work diligently to resolve all outstanding land issues on priority.


DECISION

69. The Board directed FGEHA to expedite the resolution of outstanding land revenue issues in coordination with Government of Punjab and ensure that JV partner fulfils his obligation to provide encumbrance-free land as per the JV policy.

AGENDA ITEM NO.05

Subject: FGEHA/SCBAP PARK ROAD SCHEME

70. Director Land, FGEHA presented the table agenda on Park Road housing scheme before the Board. He informed that notification under section 4 of Land Acquisition Act, 1894, for Mauza Tamma and Mauza Mohriyan was issued in April 2015, while notification under sections 17(4) and 6 was issued in October 2016. A total of 8,194 kanals and 15 Marla of land in Mauza Tamma and Mauza Mohriyan, as detailed below, was acquired by Land Acquisition Collector (LAC), ICT, Islamabad, for Park Road Scheme through an award dated 17th August, 2018.



Sr. No.	Mauza	Land	Rate/Kanals	FGEHA Share	SCBAP Share
1	Tamma	2024 K-03M	4,000,000/-	2024 K-03 M	00
2	Mohriyan	6170 K- 12M	1,725,000/-	2070 K-12 M	4100K-0M

71. It was further informed that the Board, in its 19th meeting held on 22nd December, 2021, revised land compensation rates, enhancing rate for Mauza Mohriyan to Rs. 4,000,000 per kanal and for Mauza Tamma to Rs. 8,300,000 per kanal. In its 22nd meeting on 3rd August, 2022, the Board invited Secretary Law & Justice to provide an opinion on rate for Mauza Mohriyan. Secretary recommended adhering to rate determined by Land Supervisory Committee, chaired by Hon'ble Justice Maqbool Baqir. Consequently, rate for Mauza Mohriyan was finalized at Rs. 3,400,000 per kanal. Subsequently, in its 31st meeting held on 11th January, 2024, the Board decided to enhance rate for Mauza Tamma to Rs. 8,300,000 per kanal, aligning it with rate set for Mauza Mohriyan.

72. It was informed that Deputy Commissioner/Land Acquisition Collector (DC/LAC), FGEHA, through a notification/corrigendum dated 1st April, 2024, rectified an omission/error and included certain khasras of Mauza Chak Farash and Mauza Mohriyan in the notification issued under section 4 of Land Acquisition Act, 1894, on 29th April, 2015. As a result, total acquired land was revised as follows:-

Sr. No.	Mauza	Land	Rate/Kanal	FGEHA Share	SCBAP Share
1	Tamma	2024 K – 03 M	8,300,000	2024 K – 03 M	Nil
2	Mohriyan	6315 K – 15 M	3,400,000	2145 K – 17 M	4169K – 18M
3	Chak Farash	92 K – 03 M	3,400,000	46 K – 02 M	46 K – 01 M
Total		8432K – 01M	-	4216K – 02M	4215K – 19M

73. The Board was informed that land in Mauza Tamma was expensive, and FGEHA faced budget constraints in releasing payments. Due to these challenges, the Board had directed a preference for land sharing in Mauza Tamma; however, most landowners demanded direct payment for their acquired land. In a meeting between FGEHA, SCBAP, and DHA stakeholders, concerns were raised over performance of the then Land Provider for SCBAP, leading to dissatisfaction and decision to replace it with M/s Extol Estate and Builders. It was further apprised that primary source available to FGEHA for generating funds was non-balloted residential plots in Block-A and Block-G of Park Road Scheme, where Block-A spanned both Mauza Tamma and Mauza Mohriyan, while Block-G was entirely within Mauza Mohriyan. Most non-balloted plots were located in Mauza Mohriyan. Under existing land sharing policy of FGEHA, ratio was 1:4, with approved rates of Rs. 3.4 million per kanal for Mauza Mohriyan and Rs. 8.3 million per kanal for Mauza Tamma. However, it was proposed that a revised ratio of 1:3 be adopted, applying a uniform rate of Rs. 8.3 million per kanal on non-balloted plots of Block-A and Block-G, ensuring no financial loss to FGEHA. Consequently, FGEHA might offer these non-balloted residential plots to M/s Extol Estate and Builders Pvt. Ltd., the Land Provider engaged by SCBAP, for land sharing in Mauza Tamma at proposed 1:3 ratio. It was further informed that FGEHA would issue files to the land provider only after completing all legal and procedural formalities, including Tark-e-Qabza statements, online verification and possession provision to FGEHA/DHA.

RECOMMENDATION

74. The Board was requested to grant principal approval for engagement of M/s Extol Estate and Builders Pvt. Ltd. as Land Provider of FGEHA on proposed terms & conditions for Land Sharing in Mauza Tamma to ensure smooth execution of project.

DISCUSSION

75. The Board was briefed on ongoing developments and challenges associated with Park Road Scheme, specifically regarding land acquisition and financial constraints. It was informed that total acquired land for Park Road Scheme spanned three Mauzas: Mauza

Tamma (2024K-03M), Mauza Mohriyan (6315K-15M), and Mauza Chak Farash (92K-03M). Of this, FGEHA held ownership of 2145K-17M in Mauza Mohriyan and 46K-02M in Mauza Chak Farash, while all land in Mauza Tamma belonged solely to FGEHA. Approved compensation rates stood at Rs. 8.3 million per kanals for Mauza Tamma and Rs. 3.4 million per kanals for Mauza Mohriyan and Mauza Chak Farash. Given the higher cost of land in Mauza Tamma, the Board had previously directed FGEHA to explore land-sharing model as a preferred payment option. However, landowners were now demanding direct payment for their acquired land, placing significant financial pressure on FGEHA. It was appraised that primary available funding source was non-balloted residential plots in Block A & G of Park Road Scheme. Notably, Block A spanned both Mauza Tamma and Mauza Mohriyan, while Block G fell entirely within Mauza Mohriyan.

76. To address financial shortfall, the Board was informed that FGEHA could consider offering non-balloted residential plot files at a revised land-sharing ratio of 1:3, with a uniform rate of Rs. 8.3 million per kanals. This adjustment would enable payment of acquired land in Mauza Tamma without financial loss to FGEHA, easing project's financial burden while benefiting end-users. Additionally, SCBAP had engaged M/s Extol Estate and Builders Pvt. Ltd. as a Land Provider for its share as decided in a joint meeting amongst FGEHA, SCBAP and DHA where owing to dissatisfaction on the previous land provider of SCBAP, it was decided to replace him with M/s Extol Estate and Builders Pvt. Ltd. Therefore it was proposed that FGEHA should also engage the same firm for land sharing in Mauza Tamma. The Board was assured that this approach would facilitate smooth execution of project and prevent undue financial strain on FGEHA. To ensure transparency and legal compliance, it was proposed that files be issued to the Land Provider only after landowners complete all requisite legal formalities, including recording Tark-e-Qabza statements on Acquittance Roll in presence of witnesses, online verification, submission of an undertaking on stamp paper, and fulfilment of all codal requirements.

77. The Board conducted a detailed deliberation on the legality and precedence of engaging the land provider and changing the land-sharing ratio from 1:4 to 1:3. It was noted that no relevant precedent was cited and even the reference to SCBA had not been approved by the Board. Consequently, the Board decided to seek an opinion from Law Division on the table agenda.

DECISION


78. After thorough deliberation, the Board directed that the table agenda be referred to the Law & Justice Division for an opinion and subsequently presented before the Board.

AGENDA ITEM NO.06

Subject: CONDOMINIUM LAW/RULES FOR APARTMENT BUILDINGS

79. The Board was informed that a committee had been constituted by the Prime Minister to consolidate recommendations on incentives for low-cost housing, enhance access to finance and develop a public-private partnership model. The committee, chaired by the Federal Minister for Economic Affairs, was established through Notification No. 4(1)/DS(Cabinet)/2025(102) dated 18th February, 2025.

80. It was further briefed that two meetings of the committee had been held so far. During these meetings, DG FGEHA informed the committee that currently, only the Sindh Condominium Act, 2014, was in force, whereas Punjab Government had drafted Punjab Multi-Storey Building (Rights of Ownership & Maintenance) Act, 2019, which was yet to be approved. He also apprised the committee that FGEHA was in the process of formulating Condominium Rules for its high-rise apartment projects. Additionally, in the second meeting held on 6th March, 2025, Ministry of Housing & Works was assigned the task of preparing a Condominium Law/Rules for apartment buildings within jurisdiction of ICT. Proposed law/rules were intended to address following key issues faced by residents in apartment buildings:-

- 
- Maintenance of building including shared spaces
 - Fund Management of the building
 - Protection of rights of individual owners
 - Conflict resolution amongst residents

81. Furthermore, 10th Executive Board, in its meeting held on 24th February, 2021, had constituted a committee to finalize the Condominium Rules:-

- i. Additional Secretary, M/o Housing & Works
- ii. Sr. Draftsman, Law & Justice Division
- iii. Joint Secretary (Estate), M/o Housing & Works
- iv. Sr. Chief (Technical)/Chief (PP&H), Planning Commission
- v. Chief Planner, FGEHA

RECOMMENDATION

82. It was proposed that the aforementioned committee be assigned the task of preparing Condominium Law/Rules for apartment buildings within jurisdiction of ICT. Additionally, Deputy Director General (Policy), Ministry of Housing & Works; Director Law,

FGEHA; Director Planning, FGEHA; and a representative from CDA may also be included in the committee. The committee may complete task within 15 days.


DISCUSSION

83. The Board was apprised that the Prime Minister's Office constituted a committee to consolidate recommendations on incentives for low cost housing, improve access to finance and develop a public private partnership model under the chairmanship of Federal Minister for Economic Affairs. The said committee recommended that Ministry of Housing & Works would prepare Condominium Law/Rules in consultation with CDA.

84. Senior Joint Secretary Ministry of Housing & Works while appreciating the concept of condominium rules emphasized that since the apartments' construction is on rise in the federal capital; therefore, it is imperative that condominium rules be prepared at the earliest.

DECISION

85. The Board decided to expand the committee constituted for this purpose in its 10th meeting, incorporating additional members as follows. The committee was directed to prepare and finalize draft law/rules within 15 days.

- 
- | | | |
|-------|--|-------------------|
| i. | Additional Secretary, M/o Housing & Works | Chairman |
| ii. | Sr. Draftsman, Law & Justice Division | Member |
| iii. | Joint Secretary (Estate), M/o Housing & Works | Member |
| iv. | Sr. Chief (Technical)/Chief (PP&H), Planning Commission | Member |
| v. | Chief Planner, FGEHA | Member |
| vi. | <i>Mr. Muneer Kamal, Chief Executive Officer, PBA</i> | Member |
| vii. | <i>Director General, Planning/Building Control, CDA</i> | Member |
| viii. | <i>Deputy Director General, Policy Wing, M/o H&W</i> | Member |
| ix. | <i>Additional Commissioner(G), ICT</i> | Member |
| x. | <i>Director Law, FGEHA</i> | Member |
| xi. | <i>Director Planning, FGEHA</i> | Member/ Secretary |

**LIST OF PARTICIPANTS OF
39TH EXECUTIVE BOARD MEETING OF FGEHA
HELD ON 11TH MARCH 2025**

S No.	Name & Designation
1.	MIAN RIAZ HUSSAIN PIRZADA Federal Minister Housing & Works, Islamabad
2.	DR. SHAHZAD KHAN BANGASH Secretary, M/o Housing & Works, Islamabad
3.	MR. ALAMGIR AHMED KHAN Additional Secretary M/o Housing & Works, Islamabad.
4.	MR. MUHAMMAD ISRAR Senior Draftsman, Law & Justice Division, Islamabad
5.	CH. MUHAMMAD ANWAR HUSSAIN Senior Chief (Technical/PP&H), Planning Commission, Islamabad
6.	MR. JAVED IQBAL, Sr. Joint Secretary (Expenditures), Finance Division, Islamabad
7.	MR. MUHAMMAD ALI RANDHAWA, Chief Commissioner, ICT. Islamabad
8.	MR. MUHAMMAD SHAHID HUSSAIN, Managing Director, PHA Foundation, Islamabad
9.	MR. MUHAMMAD RASHEED, Director General, Pak PWD, Islamabad
10.	MR. MUHAMMAD ALI RANDHAWA, Chairman CDA, Islamabad
11.	CAPT. (R) MUHAMMAD ZAFAR IQBAL, Director General, FGE Housing Authority Islamabad
12.	COL. (R) IMTIAZ-UL-HAQ KHATTAK, Chief Engineer, FGEHA, Islamabad
13.	MR. MUHAMMAD ASHFAQ GHUMMAN (Co-opted Member) Sr. Joint Secretary, M/o Housing & Works, Islamabad
14.	MR. MUHAMMAD ADNAN DAYAR (Co-opted Member) Joint Secretary (Estate) M/o Housing & Works, Islamabad