

REGISTERED No. M – 302  
L - 7646



EXTRAORDINARY  
PUBLISHED BY AUTHORITY

---

---

ISLAMABAD, FRIDAY, JUNE 6, 2008

---

---

**PART II**

Statutory Notifications (S.R.O)

GOVERNMENT OF PAKISTAN

**MINISTRY OF DEFENCE**

NOTIFICATION

*Karachi, the 30<sup>th</sup> May, 2008*

**SRO. 513(I)/2008.**— The following bye-laws for regulating the erection or re-erection of, or additions to or alteration in buildings in Cantonment Board Faisal made by the Cantonment Board Faisal, Karachi in exercise of the powers conferred by Section 186 (for Part-I) and for (for Part-II) by clauses (9), (10), (12), (14), (19), (28), (33), (34) and (35) of section 282 of the Cantonment Act, 1924 (II of 1924) and in supercession of the bye-laws published under Notification No. SRO 305 (I)/95, dated 30<sup>th</sup> March, 1995 and Notification No. SRO 1365(I)/98, dated 3<sup>rd</sup> December, 1998, Part-II SRO No. 547 (I)/95 dated 21<sup>st</sup> June, 1995 (Chapter-III of Part-I) are hereby published for general information, the same having been previously published by the said Board and approved and confirmed by the Federal Government as required by Sub-Section(1) of Section 284 of the said Act, namely:—

(1515)

*Price : Rs. 66.00*

[ 2594(08)/Ex. Gaz.]

**CANTONMENT BOARD FAISAL, KARACHI, BUILDING BYE-LAWS**

**PART – I**

**CHAPTER-I : PRELIMINARY**

**1. Short title.-** These bye-laws may be called the Cantonment Board Faisal, Karachi Building Bye-Laws, 2008.

**2. Application.-** (1) Every person who intends to erect or re-erect a building or desires to carry out addition or alteration to existing building or to demolish the existing building shall comply with the requirements of these bye-laws.

(2) A building plan shall be approved only for the specified purpose of the plot mentioned in lease or sale deed, allotment order etc, irrespective of storeys mentioned in the lease deed. The number of storeys shall prevail in accordance with these bye-laws.

**3. Definitions.-** (1) In these bye-laws, unless there is anything repugnant in the subject or context,-

- (i) “Act” means the Cantonment Act, 1924 (II of 1924);
- (ii) “addition” means the addition of any unit or structure to any building or structure constructed in accordance with these bye-laws;
- (iii) “alteration” means any change brought about after the approval of building plan without affecting or violating any provision of these bye-laws;
- (iv) “amalgamation” means the joining of two or more adjoining plots of the same land use into a single plot in accordance with these bye-laws;
- (v) “amenity plot” means a plot allocated exclusively for the purpose of amenity uses, such as Government uses, Health and Welfare uses, Education uses, Assembly uses, Burial grounds, Transportation right of way, Parking and Recreational Areas;
- (vi) “ancillary building” means a building subservient to the principal building on the same plot e.g. servant quarters, garages, guardroom etc;
- (vii) “approved” means approved in writing by the Board;

- (viii) “arcade” means a covered walk way or a verandah between the shops and the road or street on which the shops abut;
- (ix) “architect” means a person currently registered as such with PCATP and whose name is listed on the panel of approved architects maintained by the Board;
- (x) “architectural plan” means a plan showing the arrangements of proposed building works, including floor plans, elevations and sections in accordance with the requirements of these bye-laws;
- (xi) “attached building” means a building which is joined to another building on one or more sides by a common wall or walls;
- (xii) “balcony” means a projection outwards from the wall of any building on an open space or a public street and not used as a passage;
- (xiii) “basement” means the lowest level of building partly or wholly below ground level;
- (xiv) “bathroom” means a room containing a water tap or wash basin and a shower or a bathtub or a bath tray, and may be with or without a W.C;
- (xv) “Board” means Cantonment Board Faisal;
- (xvi) “building line” means a line upto which any part of a building from its lowest level, including any and all foundations, or other structure, abutting on a public street or a road planned in future, public street, may extend, provided always that such line is within the property line of such building or cut line as provided in these bye-laws of such plots;
- (xvii) “carpet area” means the net floor area within a habitable, rent-able or saleable unit excluding the area of peripheral walls but including the area of internal walls and columns;
- (xviii) “commercial building” means a building constructed for commercial use on a commercial plot;
- (xix) “commercial zone” means and includes the area for shops, show rooms, stores or godowns, warehouses, shopping center, hotels or restaurants and sites reserved for filling stations etc and does not include activities for carrying out denting, painting, welding and repair of vehicles etc;

- (xx) “completion plan” means a plan showing built-up details submitted to the Board for the purposes of obtaining completion and occupancy certificate;
- (xxi) “compulsory open space” means that part of a plot which is to be left completely open to sky, over which no structure or any integral part of the building shall be permitted except ramp upward or downward, permissible projections, basement, steps, septic tanks, soak pits, water reservoirs and lines for sewage, water, electricity, gas, telephone etc, or those structures required by civic agencies such as electric sub-station permitted elsewhere in these bye-laws;
- (xxii) “detached building” means a building not joined to another building on any side by a common wall;
- (xxiii) “engineer” means a person currently registered as such under the Pakistan Engineering Council Act, 1975( V of 1976).
- (xxiv) “external wall” means any outer wall of a building abutting on an external or internal open space on adjoining property lines;
- (xxv) “fire escape” means an exit from a building for use in the event of fire;
- (xxvi) “floor area” means horizontal area of floor in a building covered with roof, whether or not enclosed by walls but excluding ancillary covered spaces and projection allowed under these bye-laws;
- (xxvii) “floor area ratio” means the total floor area of a building as permissible under these bye-laws divided by the area of the plot;
- (xxviii) “footprint” means the portion of a plot of land covered, at any level, by a building or part thereof other than the basement;
- (xxix) “Form” means form appended to these bye-laws;
- (xxx) “gallery” means an open or covered walkway or a long passage;
- (xxxi) “head room” means the clear vertical distance measured between the finished lower level and the underside of lowest obstruction such as ceiling or rafter, whichever is lower;
- (xxxii) “height of a building” means the vertical measurement from the mean level of the ground adjoining the building to the highest part of the roof;
- (xxxiii) “height of a room” means the vertical distance measured between the finished floor level and under side of the ceiling;

- (xxxiv) “house or bungalow” means an independent residential building for the use of family or families having at least one habitable room with kitchen, a bath and a toilet;
- (xxxv) “industrial building” means a building constructed on a plot allotted exclusively for the purpose of industry under these bye-laws;
- (xxxvi) “license” means permission granted under these bye-laws by the Board to perform such functions as are allowed under these bye-laws;
- (xxxvii) “licensee” means an individual or firm which has been duly licensed by the Board;
- (xxxviii) “loft” means a horizontal slab used only for storage purposes, which shall be allowed in kitchens, baths, corridors and store rooms or shops with access from inside only upto five feet clear height between the loft floor and ceiling above;
- (xxxix) “low car porch” means car porch having height not more than eight feet from floor to ceiling of the porch;
- (xl) “master Plan” means a Development Plan for an area providing short terms and long terms policy guideline for a systematic and controlled growth in future;
- (xli) “mezzanine floor” means a floor interposed between the ground floor and the first floor of a building and having head room not less than six feet and not more than seven and half feet with independent entrance;
- (xlii) “owner” means a person or persons holding title to a piece of plot or land to be constructed thereupon;
- (xliii) “parapet” means a dwarf wall whether plain, perforated or panelled along the edge of a roof, balcony, verandah or terrace;
- (xliv) “pergola” means a structure of which the roof must be at least seventy five percent open;
- (xlv) “plinth” means the height of the finished floor level of the ground floor, measured from the top of the finished surface of the road serving the plot, taken from the centre of the property line of the plot along the road. In case of more than one road serving the plot,

the plinth will be measured from the road providing principal access at the higher level. The height of the plinth shall be limited to four feet six inch, except on plots where the natural contours are more than four feet six inch over at least forty percent of the plot area as measured from the point at the centre of the property line of the road adjustment to it;

- (xlvi) “proof engineer” means a person registered with Pakistan Engineering Council as Consulting Engineer (Structural Design) and with minimum ten years experience of structural design of building works and whose name is listed on the panel of Proof Engineers maintained by the Board;
- (xlvii) “property line” for the purposes of bye-laws means that part of plot boundary which separates private property from the public property or a private property from another private property;
- (xlviii) “proposed plans” means plans submitted for approval in respect of proposed building works;
- (xlix) “public building” means a building designed for public use such as dispensary, post office, police station, town hall, library, recreational buildings etc;
- (l) “residential zone” means a zone earmarked for buildings exclusively designed for human habitation and in no case shall include its use in whole or a part thereof for any other purpose e.g. shops, clinics, offices, schools, workshops, store or godown or any other commercial activity;
- (li) “revised or amended plan” means previously approved drawings or plans resubmitted for approval with amendments in accordance with the provision of these bye-laws;
- (lii) “registered geo-technology Consultant” means a person holding registration from Pakistan Engineering Council as a geo-technologist and also registered by the Board;
- (liii) “registered structural engineer” means a qualified structural engineer registered with Pakistan Engineering Council and also registered with the Board;
- (liv) “scrutiny fee” means a fee to be determined and levied by the Board, from time to time, charged for scrutiny of the building plans;
- (lv) “repair or renovation” means repair works such as utility services,

painting, white-washing, plastering, flooring, paving, replacement of roof of corrugated sheets or of T-iron / girders or wooden roof with RCC slab without change in the approved or completion plan;

- (lvi) “septic tank” means a tank in which sewage is collected and decomposed before its discharge into the public sewer or soakage pit;
  - (lvii) “shop” means any room or part of a building used, wholly or mainly, for the purpose of trade or business but shall not be used for any activity as may cause noise smoke, odour and any other nuisance to the neighbourhood;
  - (lviii) “site engineer” means a qualified engineer engaged to supervise building operations at the site and registered with the Pakistan Engineering Council as professional engineer;
  - (lix) “sub-division” means the division of land held under the same ownership into two or more plots of the same land-use;
  - (lx) “sub-division plan” means a layout plan for a proposed sub-division duly approved by the Board as provided in these bye-laws;
  - (lxi) “sunshade” means an outside projection from a building to provide protection from sun or weather, which cannot be converted into habitable space;
  - (lxii) “temporary structure” means a structure built or constructed purely on temporary basis, wholly within the plot with the approval of the Board for a specific period of time and which shall be demolished on completion of the project;
  - (lxiii) “total floor area” means the sum of the floor areas of all the floors of all the buildings on a plot, less exemption as permitted in these bye-laws;
  - (lxiv) “town planner” means a person currently registered as such with PCATP and also registered with the Board; and
  - (lxv) “ware house” means a building used for goods’ storage.
- (2) All other words and expressions used, but not defined herein, shall have the some meanings as are assigned to them in the Act.
- (3) The acronyms and abbreviations used in these bye-laws are explained in the following, namely:-

(i)	ACI	American Concrete Institute
(ii)	ASTM	American Standard Testing Method
(iii)	BSS	British Standard Specifications
(iv)	CBS	Commercial Buildings Standards
(v)	CDGK	City District Government Karachi
(vi)	CEO	Cantonment Executive Officer
(vii)	COS	Compulsory Open Space
(viii)	FAR	Floor Area Ratio
(ix)	FP	Foot Print
(x)	KDAS	Karachi Development Authority Scheme
(xi)	NOC	No Objection Certificate
(xii)	OHT	Overhead Water Tank
(xiii)	PCB	President Cantonment Board
(xiv)	PCATP	Pakistan Council of Architects and Town Planners
(xv)	PEB	President Executive Board
(xvi)	PEC	Pakistan Engineering Council
(xvii)	RBS	Residential Buildings Standards
(xviii)	ROW	Right of Way
(xix)	SCE	Senior Cantonment Engineer
(xx)	PS	Plot Size
(xxi)	UGT	Underground Water Tank
(xxii)	Min.	Minimum

## CHAPTER-II : SUBMISSION OF APPLICATIONS AND PLANS FOR SANCTION

**4. Notice under section 179 of the Act.-** (1) Every person intending to erect, re-erect, or alter a building shall apply in the manner set out in *Form-I* for sanction under section 179 of the Act.

(2) Every person intending to erect, re-erect or demolish, or carry out addition or alteration in a building shall engage an Architect or Structural Engineer or Civil Engineer.

(3) A registered professional as specified in sub-by-law (2) shall give certificate in the manner set out in *Form-II* of his having undertaken the preparation of plans and supervision of building work, When the person so engaged ceases to be in-charge of such building works before the same is completed, further such work shall forthwith be suspended until a fresh appointment is made under sub-by-law (2) and a certificate set out in *Form-III*, duly signed by the previous professional, shall be obtained by the owner and submitted to the Board to the effect that the professional has ceased to be in-

charge of the work and that the work carried out under his supervision was to his entire satisfaction.

**5. Site plan.-** Every notice in *Form-I* shall be accompanied by site plan drawn to a scale of not less than forty feet to an inch, and the scale shall be indicated on plan which shall clearly show:-

- (a) the direction of the north point;
- (b) the boundaries of the site;
- (c) the position of all adjacent streets vacant lands and drains;
- (d) fixed distance from the centre of roads;
- (e) the names, if any, and width of street on which the site abuts, together with the numbers, if any, of adjoining house of premises;
- (f) the alignment of adjoining building; and
- (g) the alignment of drain showing the manner in which the roof and house drainage and surface drainage will be disposed of.

**6. Building plan.-** (1) Building plan to a scale of not less than eight feet to an inch and the scale used shall be indicated on the plan which shall include the section, elevation and shall interalia show:-

- (a) the external dimension of the building;
- (b) the basement ground floor, upper floor, if any, and the roof;
- (c) the thickness and composition of all beams, rafters and all other support;
- (d) the position and dimension of all projections beyond the walls of the building;
- (e) the position of underground and overhead tanks;
- (f) the position of all the proposed and existing drains, urinals, privies, fireplaces, kitchens gutters and down pipes;
- (g) the dimension of all rooms and position of doors, windows and ventilators in each room at every storey;
- (h) the material to be used in the foundation, walls, floors and roofs;
- (i) the purpose for which it is intended to use the building;
- (j) the level and width of the foundation and the level of the ground floor with reference to the level of the centre of the street on which the front of the proposed building is to abut; and

- (k) boundary wall corners of roadside are rounded off properly and there are no blind corners;
- (2) Detailed structural drawings and calculations on the basis of soil investigation report prepared by Geo Tech Consultant duly signed by the registered structural engineer in *Form-IV* for G+2 and above buildings shall be required under these bye-laws including other information or document required by the Board.
- (3) All new works shall be indicated on the building plans in a distinct colour and key to the colour used shall be given thereon as under;
- i. Proposed work .....Red
  - ii. Existing work.....Black
  - iii. Demolition.....Yellow
- (4) All the site plans and building plans prepared and signed by a registered architect and a registered structural engineer, if engaged as envisaged in sub-bye-law(2) of bye-law-4, shall be submitted in seven copies (one ferro copy cloth or linen mounted and other six copies in ammonia print).
- (5) All the title documents relating to the plot ownership showing his right to carry out such works, shall be accompanied with application in two sets.

**7. Return of defective plans.-** Where the plans are unintelligible, ambiguous or are in contravention of section 181 of the Act or of these bye-laws, the CEO may return such plans to the applicant giving his reasons in writing in case there is a violation of these bye-laws or of allotment order, lease/sale deed etc, and until a rectified plan and required documents are re-submitted by the applicant within forty five days of information of the above, it shall be deemed to have given no notice under section 179 of the Act; provided if the plot is allotted by the Authority, it may return the plans to the applicant at the initial stage in case there is a violation of allotment order, lease in Form 'A' or Form 'C' issued by the Karachi Development Authority.

**8. Reference to building experts.-** In case of building other than an ordinary residential building, the Board may refer the plan to a building expert or appointed consultant for technical scrutiny from architectural and structural point of view on payment of such fee as fixed by the Board from time to time.

**9. Evidence of permission.-** Wherever under any of these bye-laws the doing of or omitting to do a thing or the validity of anything depends upon the sanction, permission, approval, direction, requisition or any satisfaction of the Board, a written document signed by the CEO or any other officer or official duly authorized by him purporting to convey or set forth his sanction, permission, approval, order, direction, requisition, notice or satisfaction shall be sufficient prima facie evidence thereof.

**10. Compliance of permission.-** Every person who carries out building works shall comply with the direction and conditions specified, in the permission.

**11. Verification of building at different construction stages or floor levels.-** Every person who commences any building work shall give notice to the Board in *Form-V* at the important stages of construction i.e. the foundation, plinth and pouring of all roof levels.

**12. Cancellation of permission.-** If any time after permission to carry out building work has been granted, the Board is satisfied that such permission was granted due to any defective title of the applicant, material misrepresentation or fraudulent statement contained in the application therewith in respect of such building, such permission may be cancelled and any work done there under shall be deemed to have been done without permission. Any oversight in approved building plans does not entitle the owner to violate the bye-laws.

**13. Inspection of building.-** (1) Inspection of building shall be carried out by the CEO or his authorized staff:-

- (a) on construction of foundation at DPC level;
- (b) on laying of first floor roof slab;
- (c) on laying of second floor roof slab (if applicable); and
- (d) before final completion of construction.

(2) The above inspection shall be carried out during and after the execution and even after completion and occupation in case of any unauthorized construction or violation is noticed.

**14. Notice of completion and occupation.-** (1) Every person who carries out and completes building works sanctioned under these bye-laws shall give notice thereof under section 74 of the Act in *Form-VI* to the CEO within thirty days of the completion of such works.

(2) After receipt of the notice of completion, the CEO may cause such works to be inspected and after such inspection may approve or disapprove the building for occupancy within thirty days or may make such further orders as deemed fit.

(3) No person shall occupy any such building or use any part affected by the erection or re-erection of such building until the permission under these bye-laws has been granted.

**15. Submission of deviated plans.-** Where a person has erected or re-erected a building which is not in conformity with the sanctioned building plans, such person shall, together with the report of completion and *Form-IV* of the building, submit a completion plan showing the building exactly completed and the deviation made in the building from the sanctioned building plan in a manner set out in *Form-VII* for consideration of the Board.

**16. Regularization of deviations.-** Upon receipt of deviated completion plans under bye-law 15, the Board may instead of requiring demolition compound and regularize the deviation against such composition fees as it deem fit.

**17. Inspection by the engineering staff.-** The Cantonment Engineering Staff or any such person appointed or nominated by the CEO may inspect any building so as to determine whether any action under these bye-laws is required to be taken in respect of such building or anything affixed thereof.

**18. Availability of Forms.-** The Forms prescribed in these bye-laws shall be obtainable from the office of the Board on payment of fee as fixed by the Board from time to time.

**19. Federal Government instructions and polices.-** The Board shall follow the instructions and policies on building control issued by the Federal Government from time to time.

### **CHAPTER-III : SPACE REQUIREMENTS & ABUTTING OF BUILDINGS**

**20.** Subject to sub-bye-law (4), all the residential buildings shall observe the following standards:-

(1) **Residential building standards.-**

PLOT SIZE (square yards)	FP (Max)	MINIMUM COS			FLOORS
		Front	Rear	Sides	
Up to 60	100%	-	-	-	B+G+2
61 to 240	85%	-	-	-	B+G+2
241 to 350	75%	-	3 Ft	3 Ft on right side facing the plot	B+G+2
351 to 500	70%	7.5 Ft	5 Ft	5 Ft (right side)	B+G+1
501 to 700	60%	10 Ft	7.5 Ft	5 Ft	B+G+1
701 to 1000	58%	20 Ft	10 Ft	5 Ft	B+G+1
Above 1000	50%	20 Ft	10 Ft	10 Ft	B+G+1

**Note:** 5 feet COS at both sides of sub-divided line shall be maintained. All clear spaces (compulsory open spaces) have been fixed to allow appropriate sun light and cross ventilation required for healthy environment of the occupants.

(2) **Residential buildings cubical capacity standards:-**

DESCRIPTION	AREA (Min.)	WIDTH (MIN.)	CLEAR HEIGHT
			(MIN.)
Habitable Room	100 Sft	9 Ft	9.5 Ft
Kitchen	50 Sft	6 Ft	9.5 Ft
Bath Room with WC	24 Sft	4.5 Ft	7.5 Ft
WC only	15 Sft	3 Ft	7.5 Ft
Servant Quarter	80 Sft	7 Ft	9.5 Ft
Passages, Galleries	Corridors,	-	3.5 Ft
Main Stair Case	-	3.5 Ft	-

(3) **Residential buildings height standards (measuring from the highest road level adjacent to the plot):-**

DESCRIPTION	CLEAR HEIGHT	
	MAXIMUM	MINIMUM
Plinth level subject to contour of plot as defined in these bye-laws	4.5 Ft	2 Ft
Parapet Wall	4 Ft	3 Ft
Ground Floor	12 Ft	9.5 Ft

1 <sup>st</sup> floor & 2 <sup>nd</sup> floor (if applicable)	10.5 Ft (each)	9.5 Ft (each)
Stair Tower	7.5 Ft	7.5 Ft
Max height of building including stair tower above the plinth measured from road level.		
a. upto 350 Sq.Yards	45 Ft	38 Ft
b. over 351 Sq.Yards	34.6 Ft	28.5 Ft
Boundary Wall from Crown of the Road	8 Ft	6 Ft
Clear Height of Basement	-	8 Ft

(4) **General conditions:-**

- (i) No construction shall be allowed in COS except a pergola for car porch and spiral stair. A guardroom in front not exceeding sixty five sq.feet with clear overall height upto maximum eight feet above the floor of car porch shall be permissible.
- (ii) Under ground water tank and septic tanks to be kept three feet away from boundary walls except roadside.
- (iii) Three feet wide balcony or bay window on roadside is permitted which may fall in COS.
- (iv) Basement shall be permitted upto allowable footprint of ground floor. Safety of neighbouring properties to be ensured while constructing basement. Any damage occurring to neighbouring property or Cantonment Board Faisal property shall be made good by the owner or builder to the satisfaction of the Board.
- (v) Sub-division of residential plots less than eight hundred sq. yds. shall be prohibited. Sub-divided plots, shall not be less than four hundred sq. yds each.
- (vi) Maximum projection of sunshades in COS shall not exceed two feet at lintel level and may be permitted over streets .
- (vii) Completion plan with additional construction of pergola of car porch, overhead tank, guard room at front and stair tower to the extent of width of stairs of seven feet height in excess of sanction

area in approved plans shall be approved by the Board without any penalty provided the bye-laws are not compromised.

- (viii) Minimum size of car porch shall be ten feet x fourteen feet.
- (ix) Ramps of residential buildings must finish within four feet. of the boundary wall and proper design of ramp provided by CBF, if any, shall be adhered.
- (x) Fixing of hoarding and antenna tower over any residential building is strictly prohibited.
- (xi) Access to basement is permitted from within COS provided ventilation is not compromised.
- (xii) Area of basement and car parking shall be exempted from FAR.
- (xiii) For odd or irregular shaped plots, the requirement of footprint area shall prevail over COS. However, COS in front shall be left as per provision of these bye-laws.
- (xiv) COS on non-rectangular shaped plots shall be measured as average space between buildings and property line.
- (xv) In case where a number of blocks are designed within the plot boundary, open space between two blocks on front and rear sides of the blocks shall be fifty percent of the height of block with minimum twenty four feet. and minimum open space between the blocks on other two sides shall be twenty percent (with minimum fifteen feet) of the height of block.
- (xvi) For residential buildings, the maximum riser of staircase shall be seven inches and the minimum tread shall be nine inches.
- (xvii) In case of any ambiguity or ground reality the case shall be referred to an anomaly committee formed by the Board.

(5) **Commercial and commercial cum residential building standards.-** Subject to sub-by-law (9), the building standards shall be as follows:-

PLOT SIZE (sq. yards)	FOOT PRINT	ARCADE (MIN.)	COS (MIN.)		FAR	FLOORS
			REAR	SIDES		
Upto 80	100%	-	--	-	-	B+G+3 Floors.
81 to 250	95%	-	50 sft compulsory duct for ventilation.	-	-	B+G+4 Floors.
251 to 400	90%	8 Ft	7.5 Ft	-	-	B+G+4 Floors.
401 to 600	GF = 85% Above GF = 75%	8 Ft	7.5 Ft	5 Ft right side	1:6	According to FAR
601 to 999	GF = 80% Above GF = 70%	8 Ft	8 Ft	5 Ft right side	1:6	According to FAR
1000 to 1999	GF = 75% Above GF = 65%	8 Ft	10 Ft	7.5 Ft	1:6	According to FAR
2000 and above	GF = 70% Above GF = 65%	8 Ft	10 Ft	10 Ft	1:6	According to FAR

**NOTE:** For all buildings except houses the height of building will be such that it would not intersect an imaginary line from the opposite side of the main road serving the building at an angle of  $65^{\circ}$  with the horizontal. (Not applicable on communication towers).

(6) **Commercial building height standards:-**

DESCRIPTION	CLEAR HEIGHT	
	MAXIMUM	MINIMUM
Parapet Wall	4 Ft	-
Ground Floor	-	9.5 Ft
1 <sup>st</sup> Floor and subsequent floors	-	9.5 Ft
Stair Tower above top floor	7.5 Ft	-
Arcade	-	8 Ft
Arcade from crown of road	-	1.33 Ft

(7) **Basement for plots up to five hundred and ninety nine sq.yds:-**

- (a) Basements shall be permitted on entire plot area ensuring safety of adjoining buildings;
- (b) Ceiling heights of basement shall be minimum nine feet without obstruction;
- (c) Steps for access to basement or ground floor should not come out of property line.

(8) **Basement for plots six hundred sq.yds and above:-**

- (a) Basements shall be permitted on entire plot area ensuring safety of neighbouring building;

- (b) Minimum clear height of basement for parking shall not be less than seven feet and six inches without obstruction;
- (c) Basement may be used for purposes other than parking but area shall be included in FAR and ceiling height of basement shall be minimum nine feet without obstruction;
- (d) Steps or ramp for access to basement or ground floor should not come out of property line.

(9) **Other conditions.-**

- (i) Minimum floor area of a shop shall be hundred sq.ft. and a minimum width of eight ft.
- (ii) The riser of staircase in commercial building shall not be more than 6 inches and the tread shall not be less than ten inches.
- (iii) Three feet wide projection above sixteen feet shall be permitted for balconies. These projections may be utilized as habitable area.
- (iv) At least one lift for a building of two hundred sq.yds and more than forty six feet height or G+3 is compulsory and additional one lift shall be required for every additional two floors. Provision of cargo lifts may also be advised by the Cantonment Board in relation to the living requirements of the building.
- (v) Steps for ground floor or basement out side the plot line are strictly forbidden.
- (vi) Forty percent loft shall be allowed for shops with minimum ceiling height of sixteen ft.
- (vii) If plan is approved for a certain FAR as per the plot size then additional floors shall not be permitted under these byelaws.
- (viii) Structural design and vetting is compulsory for all buildings taller than G+2 floors on residential, commercial and amenity plots. It shall also be compulsory for residential buildings envisaging construction of swimming pool.
- (ix) For plots abutting on public streets at rear, the rear COS shall be condoned. In case of corner plot, the COS on side abutting the lane or road shall be condoned and arcade shall be provided.
- (x) Mezzanine floor may be replaced with a regular floor, however, if mezzanine floor is planned then additional floor shall not be permitted. If, however, the mezzanine floor or the first floor in the absence of mezzanine floor is being exclusively designed for office purposes, then the owner must provide separates stairs for it.

- (xi) The standards shall be applicable to all plots having land use classification of commercial and residential cum commercial.

(10) **Flat site standards:-**

Plot Size (sq.yards)	Minimum COS	Footprint	FAR
All sizes of plot	20' all around side	40%	1:4

- (a) Open spaces between the blocks shall not be less than thirty feet on parallel blocks.
- (b) In case of irregular shape of plot the COS may be relaxed to the extent of ten feet (average) on the side which is not regular. The minimum COS however shall not be less than five feet.
- (c) In case of facing park or road the minimum COS shall be ten feet.
- (d) Where the basement is provided for parking purpose only, appropriate gap be kept between the adjoining foundations, however, the safety of adjacent property is the responsibility of the owner.
- (e) Ramp leading to the parking area upward or downward are allowed within the COS.
- (f) Projected balconies maximum three feet wide within the COS shall only be allowed at sixteen feet height from the finished floor level. Balconies shall always remain open from three sides.
- (g) Each apartment should have an access to at least two lifts.
- (h) Provision of fire escape ladder must be provided in each block.
- (i) Compatible refuse chutes shall be provided for sanitation purposes.
- (j) Compatible cargo lifts to be provided for G+5 and above storeyed buildings.

(11) **Amenity buildings standards.-** Subject to sub-bye-law (12) the amenity plots shall observe the following standards:-

Type of plot	Plot Sizes	FP (Max)	FAR	Minimum COS			Height
				Front	Sides	rear	
Educational	All sizes	40 %	1:1.6	10 ft.	10 ft.	10 ft.	B+G+3
Hospitals	All sizes	60%	1:2.8	10 ft.	10 ft.	10 ft.	B+G+4

Elevators / lifts & ramps (Slope 1:12) for pedestrian and stretcher use shall be provided for all health related buildings of more than G+1 floors. Basement can be provided on entire plot area for parking.

(12) **Other conditions:-**

- (i) One additional floor is permissible on payment of additional development charges as may be fixed by the Board.

- (ii) Elevators, lift or ramps (Slops 1:12) for pedestrian and stretcher use shall be provided for all hospital and health usages of more than Ground + 1 floors.
  - (iii) Basement to be restricted to footprint and sufficient parking to be arranged in basement for staff.
  - (iv) In public use building provision of clinic is compulsory.
  - (v) Building plans of mosques shall be considered for B+G+2 floor on case-to-case basis.
  - (vi) Distance between mosque and club or cinema shall be minimum seven hundred feet.
  - (vii) Any special provision or request may be referred to the Board for its decision, if any.
- (13) **Standards for petrol pumps and CNG Station.-** (1) For the purposes of this clause the term “petrol station” means a station for the sale and retail of petrol or diesel and its ancillary products for motor vehicles, and may contain a CNG station also. The CNG station means a station for the sale supply of CNG and its ancillary products and equipment.
- (2) Plot size for establishing petrol pump or petrol cum CNG station shall be minimum one thousand sq.yds.
  - (3) Plot size for establishing CNG station shall be minimum six hundred sq.yds.
  - (4) Right-of-way of road on which petrol pump or CNG station can be established shall be minimum hundred ft.
  - (5) Distance between two petrol pumps or CNG stations shall be minimum seven hundred fifty meters along the road of the site of an existing or approved petrol or CNG station unless located on the opposite side of a street having a row of not less than hundred ft and a dividing median strip.
  - (6) Frontage of petrol pump and CNG station shall be minimum sixty feet.
  - (7) COS on sides or rear of the petrol pump and CNG station shall be minimum ten feet or according to standards of explosive or concerning department.
  - (8) Distance between two dispensers shall be minimum twenty four feet.
  - (9) Distance between dispenser and road shall be minimum eighteen feet.

- (10) Minimum area of offices, bathrooms and tuck shop etc. (single storey only) shall be five percent of plot area. Both ladies and gents wash rooms are compulsory.
- (11) Plots for petrol pump or petrol pump cum CNG station or CNG station shall only be considered which has clearly been earmarked or mentioned in the layout plan or lease-deed or sale-deed. Simply mentioned commercial plots shall not be considered for petrol pump or petrol pump cum CNG or CNG station. In addition, necessary permissions from all relevant institutions shall be required as prescribed by the government.
- (12) All measures provided in CNG Safety Rules 1992 shall be strictly followed.
- (13) At least two fire fighting points consisting of two fire extinguisher cylinders, two sand buckets and two water buckets shall be provided up to plot size of one thousand Sq.Yds.
- (14) **Exemption from FAR.-** two and half percent of permissible FAR or proposed covered area shall be provided for recreational facility or prayer area which shall not be regularized if converted into any other purpose. Circulated area and parking space including ramps and driveways. Arcade, mechanical plants, lift shafts, KESC sub-station, open balconies over streets shall also be exempted from FAR.
- (15) **Amalgamation of plots.-** Amalgamation of residential, commercial and amenity plots shall be allowed subject to a maximum area not exceeding four times the area of the larger plot of the category concerned provided land grant or allotment or lease conditions of the plots are similar and on payment of fees as may from time to time be determined by the Board.
- (16) **Chamfering for corner plots.-** The corners of all plots abutting on two intersecting roads shall be chamfered as follows:-
  - (a) from thirty feet. to fifty nine feet. width of the road, the distance should be six ft. or as per site plan issued by the concerned authority;
  - (b) from sixty feet. to one hundred and nine feet width of the road, the distance should be ten feet;
  - (c) from one hundred and ten feet and above width of the road, the distance should be twelve feet. In case of service road the chamfer will be governed by the width of service road; and

- (d) in case of plot area upto one hundred and twenty sq.yards abutting on two roads of two different widths, the required chamfering on both sides shall be governed by the width of smaller road.

#### **CHAPTER-IV : PARKING REQUIREMENT**

**21. Scope.-** Parking requirements for motor vehicles specified in these bye-laws shall apply whenever.-

- (a) a new building is constructed or a change of use of existing building is established; or
- (b) an existing building is altered and there is an increase in the floor area of the building, wherein additional parking requirements shall be totally applicable to the proposed addition only within the property limits as required under these bye-laws.

**22. General conditions:-**

- (i) Adequate car parking to be provided for all commercial buildings, residential cum commercial and high rise buildings designed on plots above three hundred and ninety nine sq.yards and having front more than sixty feet.
- (ii) The parking space, including ramps, shall be exempted from FAR.
- (iii) Total parking space requirements of every building shall be determined as a sum of parking requirements for each type of use to which the building is subjected.
- (iv) Minimum clear height of parking structure without obstruction shall be seven feet six inch.
- (v) Detailed plan clearly showing entry, exit, gradient of ramp, turning radius storage spaces, circulations and movement of vehicles etc shall be submitted.
- (vi) Parking can be provided on any floor with ramps or lifts as a mean of access.
- (vii) Electrical or mechanical ventilators to be provided for parking in the basement.
- (viii) Multiple basements for parking can be permitted.

- (ix) Sixteen percent of the total car parking space shall be utilized to provide space for motorcycle parking @ six motorcycle and eight bicycles for every one car.
- (x) When units of measurement used in computing the number of parking spaces result in the requirements of a fractional space, the nearest whole number to next higher side of parking spaces shall be taken.

**23. Standards for parking spaces.-**

DESCRIPTION	FOR CARS	FOR MOTORCYCLES
Bay width	8 ft	2.5 ft
Bay length	16 ft	6.0 ft
Gradient of ramp	1:7.5	1:7.5
Straight turning radius (outer)	24 ft	--
Helical ramp turning radius	32 ft	--
Lot turning radius	17.5 ft.	--
Minimum ramp & driveway width:		--
Two way traffic	18 ft.	
One way traffic	11 ft.	
	as per Table 5.4	
Minimum space for parking one car	8ft. x 16ft	

Angle of parking (degrees)	Stall width Ft.	Stall length Ft.	Kerb length per car (Ft.)	Stall depth Ft.	Min one way driveway width (Ft.)	Lot width 1 row+ 1 driveway (Ft.)	Lot width 2 rows + 1 driveway (Ft.)
0=along kerb	8	19	19	-	11.5	19.5	27.5
30	8	16	18	15	12	27	42
45	8	16	17	17	13	30	47
60	8	16	15	18	15	33	51
90	8	16	8	16	18	34	50

- (a) One motor car space for every eight hundred sq.ft of floor area for retail shopping areas, business offices, for all facilities of hotels e.g. bedrooms, restaurants, conference room, indoor recreational area and retail outlets;

- (b) One motor car space for every once thousand sq.ft of floor area for apartment or flat site building, or residential-cum-commercial building;
- (c) One motor car space for every four thousand sq.ft of floor area for all educational institutions or minimum 0.75 motor vehicle parking space shall be provided per class room which ever is more; and
- (d) Minimum one out of every fifty car parking stalls shall be dedicated for the disabled persons at most convenient location.

**24. Exemption from provision of parking space.-** All places of workshop and all buildings on plots of odd shapes and dimensions where there is no physical possibility of designing car parking space within the premises, the exemption may be given by the Board.

### **CHAPTER-V : DRAINAGE AND SANITATION**

**25. Connection to public sewer.-** Where there is a public sewer all sludge water shall be connected thereof.

**26. Cesspools, septic tanks and soak pits.** (1) Where no public sewer is in existence, all sludge water shall be connected to septic tanks.

(2) Where no public sewer is existing, all wastewater shall be connected through septic tank to soak pits.

(3) Septic tanks shall be so.-

- (a) constructed as to be impervious to liquid either from the out-side or inside;
- (b) sited as not to render liable to pollution any spring of water or any well the water of which is used or likely to be used for drinking or domestic purposes subject to minimum distance of six meter.

(4) Septic tanks and drainage mains, within boundaries of the plot, be so sited as not to render liable to pollution any water line. There shall be a minimum distance of one meter between the two, and where this distance is to be reduced due to any unavoidable reason, then the water main be protected by encasing of concrete which shall be completely impervious to liquid from outside.

(5) Any settlement tank or septic tank shall be of suitable depth and adequate size covered or fenced, and if covered, adequately be ventilated and shall be constructed with mean of access for the purpose of inspection (including inspection of the inlet and outlet), emptying and cleaning.

**27. Draining roofs and balconies.-** The roofs of every building and the floor of balconies abutting on a street or constructed over a street shall be drained by means of gutters and down pipes to the satisfaction of the Board.

**28. Soil pipes, water pipes and ventilating pipes.** (1) Every soil pipe, water pipe or ventilating pipe shall be of adequate size for its purpose but in no case shall the internal diameter of any soil pipe or waste pipe be less than the internal diameter of any pipe or the outlet of any application which discharge into it.

(2) The internal diameter of a soil pipe shall be not less than.-

- (a) 50mm, if it exclusively serves one or more urinals;
- (b) 75mm, in any other case; and
- (c) in the case of a waste pipe, 32mm, if it serves a lavatory basin.

(3) Any soil pipe, waste pipe or ventilating pipe shall.-

- (a) be composed of suitable materials of adequate strength and durability;
- (b) have all joints formed in a manner appropriate to the materials of which the pipe is composed and in such a way that the joints shall remain airtight, not cause electrolytic corrosion due to the association of dissimilar materials, and not form any obstruction in the interior of the pipe;
- (c) if it is necessary to have a bend, be so constructed that the bend does not form an acute angle but has the largest practicable radius of curvature and that there is no change in the cross section of the pipe throughout the bend;
- (d) be adequately supported through its length without restraining thermal movement, by fitting which gives such support being securely attached to the building;
- (e) be so constructed as to be capable of withstanding as smoke or air test for minimum period of three minutes at a pressure equivalent to a head of not less than 38mm of water;
- (f) be so placed as to be reasonably accessible for maintenance and repair through its length; and
- (g) have such means as are necessary to permit internal cleaning

(4) Any soil pipe from a soil appliance and any waste pipe from a waste appliance shall have fitted close to such appliance a suitable and readily accessible trap of adequate diameter, having an adequate water seal and means of access for internal cleaning, provided that this clause shall not apply to.-

- (a) any soil pipe serving only soil appliances or any waste pipe serving only a waste appliance if the appliance has an internal trap;
- (b) any waste pipe serving a bath or lavatory basin is so fixed in a range that waste pipe discharged into a semi-circular and accessible open channel of glazed stone-ware or other equally suitable materials, formed or fixed in, on or above the floor immediately beneath such baths or lavatory basins and discharging over, or into a suitable trap; or
- (c) any waste pipe serving a lavatory, basin or shower trays or both are so fixed in a range that each such waste pipe discharges into a common waste pipe which does not exceed five meter in length, is fitted with a suitable trap, and has means of access suitable and adequate for the cleaning of the trap and of the whole length of the trap.

(5) No soil pipe or waste pipe shall be placed outside the external walls of a building so as to cause dampness in that building.

**29. Overflow pipes.-** An overflow pipe connected to a waste appliance shall either discharge into a waste pipe in such a way as to be disconnected from the drainage system by the trap installed or otherwise so discharged as not to cause dampness in or to any part of any building.

**30. Ventilating pipe.-** Every ventilating pipe shall be carried upwards to such a height and so positioned as not to transmit foul air in such a manner as to become prejudicial to health or a nuisance and it shall be fitted at its topmost with a durable cowl or other cover which does not unduly restrict the flow of air.

**31. Rain water pipes.-** Every rain water pipe which is on a building and intended for collecting rainwater shall be.-

- (a) of adequate size for its purpose;
- (b) composed of suitable materials of adequate strength and durability;
- (c) adequately supported through its length without restraining thermal movement, and fitting which gives such support being attached to the building;
- (d) so arranged as not to cause dampness in, or damage to any part of a building;

- (e) jointed in a manner appropriate to the material or materials of which it is composed so as to remain watertight; and
- (f) fitted with an adequate outlet or outlets so placed as to drain the whole length of the pipe.

**32. Inlet to drains.-** Any inlet to a drain, other than a junction between the drain and a soil pipe, a waste pipe or a ventilating pipe, shall be effectively trapped by means of a suitable trap having a seal not less than fifty mm in depth.

**33. Trenches for drains and private sewers.-** (1) Where any drain or sewer is constructed adjacent to a load bearing part of a building, such precaution shall be taken as may be necessary to ensure that the trench in which the drain or private sewer is laid in no way impairs the stability of the building.

(2) Except where the nature of the ground makes it unnecessary, where any drain or private sewer is adjacent to a wall and the bottom of the trench is lower than the foundation of the wall, the trench shall be filled in with concrete to a level which is not lower than the bottom of the foundation of the wall by more than the distance from that foundation to the near side of the trench less than one hundred and fifty millimetres:

Provided that, where the trench is within one meter of the foundation of the wall, the trench shall be filled in with concrete to the level of the underside of the foundation.

**34. Sanitary provisions.-** (1) Every residential dwelling shall have at least one latrine or W.C and one bathroom.

(2) Single room tenements shall have one latrine or W.C or W.C and one bathroom per five tenements subject to a minimum provision of two W.C.'s or latrine.

(3) In the case of servant quarter attached to dwelling houses, one W.C or latrine and one bathroom shall be sufficient for every five quarters.

(4) For every ten bedrooms or less in hotel, boarding house and guesthouse there shall be provided at least two W.C.'s or latrines and two bathrooms.

(5) For every twenty persons in a dormitory there shall be provided at least two W.C.

(6) For over twenty upto one hundred persons in a dormitory there shall be provided at least six W.C. or latrines and five bathroom.

(7) One washbasin or equivalent washing through space per twenty five or less persons for ablution purposes.

(8) Communal sanitary facilities shall be provided at the discretion of the Board for shops and stalls having a floor area of less than 37m<sup>2</sup>. But shops and stalls having a floor area of more than 37m<sup>2</sup> shall have a minimum of one W.C or latrine and one draw off tap at the premises.

(9) One W.C and two urinals for every two hundred persons or part therefore in places of public assembly a floor area of less than 37m<sup>2</sup>. But shops and stalls having a floor area of more than 37m<sup>2</sup> shall have a minimum of one W.C or latrine and one draw off tap at the premises.

(10) Five W.Cs and five urinals per one hundred boys, five W.Cs per one hundred girls and one wash basin or equivalent washing trough space per twenty pupils for ablution purposes shall be provided in school.

(11) There shall be provided at least one W.C, one wash basin and one bath for every ten persons (patients and staff) in a hospital.

**35. Refuse chutes.-** All buildings which are four storeyed and above shall be provided with compatible refuse chutes and shall conform to the following minimum requirements:-

- (a) the number of refuse chutes for a building shall be in compatibility with the refuse load generated by a building;
- (b) the chutes shall be vertical for the whole length and shall be constructed with a smooth finished impervious inner surface and shall.-
  - (i) have an internal diameter of not less than thirty eight mm;
  - (ii) be adequately ventilated at the top and shall be provided with suitable arrangement for flushing with water for the full length of the chute;
  - (iii) discharge into a suitable movable receptacle or receptacles of a compatible size and pattern;
  - (iv) be 1.2 meter above the roof and shall be covered with a ventilating sky light;
  - (v) be fitted with a self-closing hopper light fitting plank or hopper constructed of inflammable materials; and
  - (vi) be enclosed with walls of masonry of not less than two hours fire resistance.

- (c) refuse receptacles shall be housed in a chamber which shall.-
- (i) be provided with concrete curbs for the refuse receptacles to stand on;
  - (ii) be adequately fly and vermin proofed;
  - (iii) be connected to and drained by a foul water drain;
  - (iv) open to the external air; and
  - (v) be lined throughout with glazed tiles.

**36. Chimneys and flues.-** (1) Wherever deemed required, a compatible sized chimney shall be included in a building with construction of non-combustion materials of such a nature, quality and thickness as not to be unduly affected by heat condensation or the products of combustion.

(2) The chimney of an industrial and factory plant shall not be built at a distance of three meter of the street lines.

(3) The inside of every flue included in a building shall be properly rendered as such that the flue is carried up. The whole flue shall be lined with fire-brick or fire proof piping of fire-clay at least one inch thick and the spandrel angles shall be filled in solid work of incombustible material.

(4) The back or outside of such flue shall not be constructed so as to form part of the outer face of an external wall and shall be properly rendered in every case where the brick work is less than nine inches thick.

(5) Every floor included in a building and intended for use in connection with any furnace of copper steam boiler or close fire constructed for any purpose of trade business or manufacture of in connection with any cooking range or cooking apparatus of such building when occupied as a hotel restaurant or eating house shall be surrounded with fire-brick, at least four and a half inches thick for a distance of three meter at least in height from the floor on which such furnace of copper steam boiler, close fire cooking range or cooking apparatus may be constructed or placed.

**37. Manholes and inspection chambers.-** (1) At every change of alignment, gradient or diameter of a drain, there shall be a manhole or inspection chamber. Bends and junctions in the drains shall be grouped together in manholes as far as possible. The spacing of manholes in case of pipe having a dia six inch or eight inch shall be fifty feet or one hundred and ten feet respectively and in case of dia more than eight inch it shall be not more than one hundred and fifty feet.

(2) The chamber shall be so designed as to make the cleaning and inspection convenient.

(3) Proper benching shall be provided equal to half the diameter of pipe in semi-circular shape with proper slope in either direction so that no solid shall accumulate in the manhole or inspection chamber.

(4) C.I Rings shall be provided at sixteen inch center to center in all manholes over four feet. in depth. The size of the manhole cover shall be such that there is a clear opening of at least two feet in diameter for manholes exceeding four feet in depth.

**38. Storm water drainage.-** (1) The roofs of every building, and the floor or balconies abutting on a street or constructed over a street, shall be so constructed or framed as to permit effectual drainage of the rain water therefrom, by means of a sufficient number of leaders of adequate sizes, so arranged, jointed, and fixed as to ensure that the rain water is carried away from the building without causing dampness in any part of the walls, or foundations of the walls or foundations of the building or those of an adjacent building provided the fall is not greater than twenty feet. in case of spouts.

(2) A leader shall not discharge into or connect with any soil pipe or its ventilating pipe or any waste pipe or its ventilating pipe nor shall it discharge into a sewer.

(3) Rain water from leader spouts etc. shall not discharge onto a public street at a height greater than 12 inch from that street or onto a neighbouring property.

**39. Walls and floors of latrines, W.C.'S and bathrooms.-** (1) All walls of W.C.s and bathrooms shall be furnished in cement mortar or other imperious materials to a minimum height of 1.3m. All floors to W.C's and bathrooms shall be paved in concrete with cement or other approved material rendering it impervious and laid in the case of bathrooms with proper falls to an approved outlet.

(2) No latrine shall be allowed to open on any public street or lane unless screened by a five feet high purdah wall and also no latrine or refuse water pits shall be constructed within six feet of a kitchen.

(3) Every latrine shall be constructed of bricks, concrete or other impressive approved material.

(4) Where there is no water carriage system, latrine shall be separated from the main building by cross ventilated passages not less than 1.5m wide or shall be accommodated in separate buildings.

**40. Wells.-** A well constructed in connection with a building and intended to supply water for human consumption shall comply with the following provisions, namely:-

- (a) the well shall be so situated as not be liable to pollution, subject to a minimum distance of one from any cesspool, soak pit and septic tank.;
- (b) the ground adjoining the well shall for a distance of not less than 1.2m in every with a watertight paving constructed so as to slope away from the well;

- (c) the sides of the well shall be rendered impervious for such a depth as to prevent contamination through the adjoining ground. This will normally be of a depth of 1.8m;
- (d) the well shall be guarded by a railing or parapet at least 0.8m high;
- (e) the top of a dug well shall be surrounded by a kerb stones or cemented border extending not less than 1.5cm. above the level of the paving and so constructed as to prevent any surface water gaining access to the well;
- (f) the lining tubes to a bored well shall project not less than fifteen meter above the level of the paving and such projection shall be surrounded with concrete not less than 15cm thick or with other adequate means of projection for its full height;
- (g) a well from which water is drawn by a bucket shall be provided with a cover as fitted as to prevent surface water or other matter from gaining access to well; and.
- (h) a well from which water is drawn by a pump shall be provided with a cover so fitted as to prevent surface water or other matter from gaining access to the well.

**41. Water closets.-** (1) The receptacle shall have a smooth and readily cleansed non-absorbent surface and shall be so constructed and fitted as to discharge through an effective trap of suitable dimension, without storage, to a soil pipe or a drain.

(2) The flushing apparatus shall be capable of securing the effective cleaning of the receptacle.

(3) No part of the receptacle shall be directly connected with any pipe other than a soil pipe, flush pipe and trap event pipe of drain.

**42. Urinals.-** (1) The urinals shall have one or more slabs, through bowls or other suitable receptacles which shall.-

- (a) have a smooth and readily cleansed non-absorbent surface;
- (b) have an outlet fitted with an effective grating and trap; and
- (c) be so constructed as to facilitate cleansing.

(2) No urinal fitting shall be constructed or installed unless it is furnished with an automatic flushing apparatus which is capable of securing the effective cleansing of the receptacle.

(3) No part of receptacle shall be directly connected to any pipe other than a soil pipe, flush pipe and trap vent pipe of drain.

## CHAPTER-VI : DANGEROUS BUILDINGS

**43. General.-** (1) For the purposes of this chapter all such buildings, walls or structure which are declared by the Board as dangerous under section 126 of the Act shall lie in the following two categories:-

- (a) building or structure whose strength, stability, serviceability, robustness or durability has been impaired due to any reason such as improper structural design and detailing, faulty or poor construction, decay, dilapidation, obsolescence, natural disasters or leading to abandonment due to all these reasons to a level, where it cannot be restored to its original status shall be classified as dangerous building category-1 by the authorized Structure Engineer of the Board or a Structure Engineer as appointed by the Board for said purpose and shall liable to be demolished; and
- (b) any building or structure or part thereof whose strength, stability, robustness, serviceability or durability has been impaired due to all such reasons as cited in clause(a) to a level where it could by way of strengthening, appraisal and restoration be brought partially or wholly near to its original status shall be classified as dangerous building category-2 by the authorized Structure Engineer of the Board, or as appointed by the Board, for the said purpose and shall be governed by bye-law 46.

(2) If in the opinion of the Board, a building or part thereof has become dangerous for human habitation it shall give at least twenty-four hours notice to the owner, occupants or tenants (who need not to be named) for inspection of such building by the technical representative of the Board.

(3) In case the Board considers a building or a part thereof repairable or modifiable without causing danger of human life or property, it may issue such orders to the owner, occupants or tenants (who need not to be named) of such building in this regard.

(4) If the Board find such building dangerous, ruinous or unsafe after proper inspection and investigation by the Structure Engineer of the Board or so appointed by the Board for the said purpose, the Executive Officer shall serve to the owner of such building or structure on written notice stating the defects thereof. And shall require the owner or person incharge of the building or premises to commence either the required repairs or improvements, or demolition and removal of the building or structural portion thereof as the case may be, and all such works shall be commence and completed within the period specified by the Board.

**44. Buildings unfit for human habitation and notice of prohibition.-** (1) If for any reason it shall appear to the Board that any building or part thereof intended or used for human habitation or human occupation for any purpose whatsoever is unfit for such use, it shall signify its intention to prohibit the further use of such building or part of a building and call upon the owner or occupiers or tenants to state in writing their objections, if any, to such prohibition within fifteen days after the receipt of such notice. If no objection is raised by such owner or occupier or tenant within the prescribed period or if any objection which is raised appears to the Board to be invalid or insufficient, the Board may prohibit by an order in writing the further use of such building or part thereof. The owner, occupier or tenant of the building shall be given an opportunity of appearing before CEO in person or by an agent in support of the objection, if so desired.

(2) Thirty days notice of such prohibition shall be served in person or by any courier service, mail, or by pasting at site in presence of authorized representative of the Board whereby every such person shall remove himself and his property from the said building or part thereof, failing compliance, the Board may cause him and his property to be removed at his own risk and cost. In case of imminent danger, twenty four hours notice may be issued by the Board.

(3) When a building or part of a building has been vacated under sub-bye-law(2) the owner shall display at each entrance at prominent places to such building a notice to read "DO NOT ENTER, UNSAFE TO OCCUPY" in English and Urdu. Such notice shall remain displayed until the required repairs, demolition, or removal are completed.

**45. Alteration, modification, updates and repairs of dangerous buildings of category-2.-** (1) At any time after a building or part of a building has been vacated under sub-bye-law(2) of bye-laws-44, if the Board considers that it can be rendered fit for human habitation by the structural alterations, repairs of modification or updates or repairs before or after the vacation of habitants from such buildings, the Board may by notice in writing call upon the owner to commence through professional, within such time as may be specified but not less than thirty days, and to complete within the period as specified in the notice but not more than ninety days from the date of receipt of such notice, such structural alterations, modifications, up-dates or repairs, as deemed necessary and if at the expiration of the aforesaid period such alterations, modification, updates or repairs have not been commenced or completed to the satisfaction of the Board it shall issue to the said owner a notice in writing ordering the demolition within thirty days from the date of receipt of such notice.

(2) If the Board considers it impracticable to render such building or part thereof fit for human habitation, the CEO may by notice in writing call upon the owner to demolish it in a period specified by the Board.

**46. Demolition of dangerous building on expiration of notice period.-** (1) If at the expiration of the period specified in the notice and order to demolish a

building or part of a building issued under sub-by-law(2) of bye-law-45 has not been complied with, the Board may direct, by an order in writing, the demolition thereof through a contractor who has on his roll at least one professional responsible for undertaking all necessary safety measures during the process of demolition as per procedure laid down by the Board.

(2) All expenses incurred by the Board under sub-by-law(1) shall be paid by the owner of the building.

**47. Extension of period for repairable building.-** For sufficient causes, the Board may extend the time prescribed under bye-law 46.

**48. Evacuation of dangerous buildings.-** (1) If in the opinion of the Board, any building wall, or structure or anything affixed thereto is in a hazardous or dangerous state, the Board may, by notice in writing, require the owner or occupier thereof either to remove the same or to cause such repairs to be made thereto forthwith as the Board deem require to avert such danger, including the evacuation without notice from such building of all the occupiers thereof.

(2) Any expenses incurred by the Board under sub-by-law(1) shall be paid by the owner of the building.

(3) When the owner of any building, wall, structure or any thing affixed thereto fails to execute the repairs required from him by the Board, the tenant or occupant of such building, wall, structure or anything affixed thereto may, with the previous approval of the Board, carry out such repairs which may be cast to the owner by them.

(4) Except with the permission in writing of the Board no person shall enter into or remain in any building from which the tenant or occupier has been removed under sub-by-law(1).

## **CHAPTER-VII : TEMPORARY WORKS IN CONNECTION TO BUILDINGS OPERATIONS**

### **SAFETY AND SECURITY MEASURES**

**49. Site hoardings.-** No person shall start building works on a site abutting on a street without having first provided hoarding or barriers to the satisfaction of the Board along the whole length of such site so as to prevent danger or injury to the public or the persons employed in the work, provided that these bye-laws do not apply in case of building works in connection to structures situated at least fifteen feet. away from a public street and being not more than twenty five feet in height.

**50. Use of public streets.-** No part of any street shall be used in connection with the construction, repair or demolition of any building except with the written permission of the Board. Any person holding such permission shall put up if and maintain to the satisfaction of the Board, fences or barriers in order to separate the building work from such street. Where such separation is not possible he shall make arrangement for the security of public to the satisfaction of the Board.

**51. Obstruction to be lit marked.-** Any person causing any building material or other things to be deposited, any excavation to be made or any and other utility services installation of alternative arrangements shall be made and precautions shall be taken according to the laid down procedure of the utility agencies and to the satisfaction of the Board to divert to keep clear of obstruction of any other drain during the period of temporary obstruction.

**52. Utility services not to be obstructed.-** All materials, hoarding fences or other obstruction on any street shall be kept clear of any fire hydrants if any and other utility services installation or alternative arrangements shall be made and precautions shall be taken according to the laid down procedure of the utility agencies and to the satisfaction of the Board of divert to keep clear of obstruction of any roadside or other drain during the period of temporary obstruction.

**53. Removal of obstruction after completion of works.-** All obstruction shall be removed within seven days of the completion of the work and the street and all drains and public utility installation shall be left in clean, tidy and in serviceable conditions.

**54. Dangerous obstruction.-** If any material, excavation or any other things near or on any street shall be in the opinion of the Board dangerous to the passers-by along such street the Board shall cause the same to be removed, protected or enclosed so as to prevent danger therefrom and shall be entitled to recover the expenses thereof from the owner of such materials or from the person who made such hoarding, excavation or other things to become dangerous.

**55. Stability of adjacent building.-** No excavation or dewatering or earthwork or demolition of a building which is likely to effect the stability of adjacent building shall be started or continued unless adequate steps are taken before and during the work to prevent the collapse or damage of any adjacent building or the fall or any of it.

**56. Filling of excavated site.-** A sit once excavated shall not be kept open and idle for a period beyond the validity period plan failing which the Board shall not revalidate the building plans and in case of any mishaps the owner shall be responsible for life and property of the effectees.

**57. Adequate safety measures.-** (1) Adequate safety measures shall where necessary be provided and used to protect any persons from failing on earth, rock or other material of or adjacent to any excavation or earth work.

- (2) Material shall not be placed or stocked near the edge of any excavation so as to endanger persons working below.
- (3) No load shall be placed or moved near the edge or any excavation where it is likely to cause a collapse of the side of the excavation or endanger any person.
- (4) Where vehicles or machineries are used close to any excavation there shall be measures to prevent the vehicles or machineries from over-running and falling into the excavation or causing collapse of any side of the excavation.
- (5) In all buildings of greater than twenty feet height temporary rails, scaffolding or barriers shall be installed during construction at the edge of slabs and around all opening such as lift, stairwell etc.

**58. Supervision of demolition work.-** The demolition of a building and the operations incidental thereto shall only be carried out under the direct supervision of a professional.

**59. Safe loading.-** No roof, floor or other part of the building shall be so overloaded during demolition and construction with debris or materials as to render it unsafe.

**60. Scaffolds.-** (1) Suitable and sufficient scaffolds shall be provided for all work that cannot safely be done from the ground or from part of the building or from a ladder or other available means support and sufficient safe means of access shall be provided to every place at which any person has to work at any time.

(2) Every scaffold and means of access and every part thereof shall be adequately fabricated with suitable and sound material and of required strength to ensure stability. All scaffolds, working platforms gangways, runs and stairs shall be maintained to ensure safety and security.

(3) All vertical members of scaffolds on ground level facing road side shall be adequately wrapped with spongy material up to a height of at least seven feet and for any horizontal member if used, up to a height of seven feet from ground, shall be wrapped all along its length with such material.

**61. Road side protection .-** (1) To ensure adequate safety of the pedestrian and other road users, all buildings having a height of over ground+two floors should have adequate arrangement by way of providing protective covering of suitable material.

(2) Adequate provision of safe passage for pedestrian shall be provided, in case the scaffolding covers part of the road or footpath.

**62. Working platform.-** (1) Every working platform from which a person is liable to fall which is more than seven feet height shall be at least two feet wide provided the platform is used as a working platform only and not for the deposit of any material.

(2) A clear passage-way at least one and half feet wide shall be left between one side of any working platform and any fixed obstruction or deposited materials.

**63. Guard rails.-** Every side of a working platform, gangway and stair shall be provided with a suitable guard-rail of adequate strength, to a height of at least three feet and three inch above the platform, gangway or steps.

**64. Ladders.-** (1) Every ladder shall be of good construction, sound material and adequate strength for the purpose for which it is used.

(2) Every ladder shall be securely fixed when in use and shall not have any missing or defective rungs.

**65. Work on sloping roofs.-** (1) Where work is to be done on the sloping surface of a roof, suitable precautions shall be taken to prevent persons employed from falling off.

(2) Suitable and sufficient ladders or boards, which shall be securely supported, shall be provided and used to avoid concentration of loads leading to unsafe conditions.

(3) Where persons are employed in a position below the edge of sloping roof and where they are in position of being endangered by work done on the roof, suitable precautions shall be taken to prevent tools or materials falling from such roofs so as to endanger such persons or passers-by.

**66. Precautions for raising and lowering loads.-** For raising or lowering loads or for suspending them by either hand or power operation the following precautions shall be observed, namely.-

- (i) no broken wire rope shall be used;
- (ii) no chain shall be used which has been shortened or joined to another chain by means of bolts and nuts;
- (iii) no chain or wire rope shall be used which has a knot tied in any part which is under direct tension;

- (iv) provided with an efficient device to prevent the displacement of the sling or load from the hook, or of such shape as to reduce as far as possible the risk of such displacement;
- (v) all debris and waste material during construction shall be disposed of through well designed chutes from each level of under construction building of height over ground +two floors or more; and
- (vi) the vertical hoist platform used shall be enclosed or protected by proper barrier. Every opening of lift, shaft or other such vertical voids or openings in slab etc. where a person is likely to fall shall be protected by safety barrier and property lit. Any area e.g. basement, where natural light is not available or which is dark shall be so illuminated as to eliminate any risk of life or hazard to users.

### **CHAPTER-VIII : BUILDING STRUCTURE DESIGN AND CONSTRUCTION REQUIREMENTS**

**67. Loads and design.-** Structure analysis, design, detailing and loading shall be in accordance with the requirements of current Uniform Building Code (UBC) and American Code or British relevant Code or any other Code. Structure shall however be designed by only one approved Code.

**68. Seismic design.-** Seismic Risk Zone for Karachi will be Zone-2B (with reference to UBC-97) which is equivalent to peak Ground Acceleration (PGA) of sixteen percent g. to twenty four percent g. For seismic design the seismic Building Code of Pakistan shall be followed.

**69. Sub soil investigation.-** In view of the structural design in seismic hazard zone, type of sub-soil for foundation should be thoroughly ascertained by geo-technical investigation under the direct supervision of qualified and experienced geo-technical engineers. The soil report should correlate the sub-soil type with UBC-97(or current) sub-soil list.

**70. Erection on reclaimed site.-** (1) No building foundation shall be erected upon a site reclaimed by town sweepings or other refuse, except on recommendation of geo-technical and structural Engineer.

(2) No building plans shall be approved on open nullahs, public sewers and the like.

**71. Protection of existing services.-** During the making of an excavation in connection with a building works or services, adequate precautions shall be taken to secure the existing services.

**72. Foundation near drains.-** Where a building is to be erected adjacent to existing buildings, or near a drain or nallah, or an excavation at a distance less than depth of the said drain or nallah or excavation, or such as to affect the stability of drains or nallah, the owner through a Structural Engineer, shall satisfy the Board that the foundations of the building have been carried down to a level safe guarding its stability.

**73. Specifications.-** Specifications of material quality control and workmanship shall be of high quality and in accordance with the requirements of ACI Building Codes, Uniform Building Code and ASTM Standards.

**74. Testing of materials.-** Regular testing shall be carried out of materials such as aggregates, cement, concrete and reinforcing steel and all architectural materials the Quality Control and Quality Assurance Criteria laid down in standards of FICIC, ASTM, OR ACI or UBC and project specifications. The quality assurance program of the architect or engineer may also be followed.

**75. Supervision.-** Construction supervision and quality assurance shall be carried out by concerned structural engineer and architect.

## CHAPTER-IX : LIGHTING AND VENTILATION

**76. Size of external openings.-** (1) Every room, other than rooms used predominantly for the storage of goods, shall be provided with natural light and natural ventilation by means of one or more openings in external walls. These openings shall have a combined area of not less than ten percent for habitable rooms and seven and half percent for other rooms of the floor space of such opening, and the whole of such openings shall be capable of allowing free and uninterrupted passage of air.

(2) Area for openings in case of warehouse, godown, storage places etc. shall not be less than five percent of the floor space unless the space is mechanically ventilated.

**77. Size of internal openings.-** Unless the light and ventilation requirements are met by an air well or ventilation duct, all internal habitable rooms must have openings in internal air wells in addition to door openings not less than seven and half percent of the floor area of such room. Access for maintenance of shaft be provided at level for where the shaft is commence.

**78. Internal air wells.-** (1) Habitable rooms may receive daylight and natural ventilation from internal air wells which shall conform with the following minimum sizes:-

- (a) for buildings up to two storeys, fifty Sq.feet with minimum width of well five feet;
  - (b) for buildings with three to five storeys, one hundred Sq.feet with minimum width of well eight feet;
  - (c) for buildings higher than five storeys, one hundred Sq.feet plus ten Sq.feet for each additional floor over five storeys and minimum width of well ten feet.
- (2) Where only kitchens, W.C's and bathrooms receive daylight and ventilation from air-wells, their sizes shall conform with the following as minimum:-
- (a) for buildings up to two storeys, twenty five Sq.feet with minimum width of well three feet.
  - (b) for buildings with three to five storeys, fifty Sq.feet with minimum width of well five feet.
  - (c) for buildings higher than five storeys, fifty Sq.feet plus five Sq.feet for each additional floor with minimum width of well five feet.
- (3) Access for maintenance of each such shaft shall be provided at lowest level of the shaft.

**79. Permanent openings in kitchen.-** Every kitchen shall have openings for permanent ventilation into the external air space not less than fifteen percent of its floor area.

**80. Water closet, bath room and ablution places.-** Every water closet, urinal stall, and bath room and ablution area shall be provided with natural lighting and ventilation by means of one or more openings in external walls having a combined area of not less than two Sq.feet. per water closet, urinal or bathroom except where adequate and permanent mechanical ventilation is provided and which discharges into an open space.

**81. Garages.-** Every garage shall be provided with opening of not less than five percent of the floor area for ventilation and lighting incorporated in a wall or in the door.

**82. Staircases.-** All staircases which are enclosed shall be provided with adequate lighting and ventilation from openings not less than seven and half percent of the staircase area.

**83. Mechanical ventilation and central air-conditioning waiver and minimum requirement.-**

(1) Where undertaking for central air-conditioning and permanent mechanical ventilation is provided, the relevant clauses of these bye-laws dealing with natural ventilation, lighting and heights of rooms may be waived.

(2) Where permanent mechanical ventilation in respect of lavatories, water closets, bath rooms or corridors has been provided for and maintained in accordance with the following clauses, conditions relating to natural ventilation and natural lighting under these bye-laws shall not apply to such lavatories, water-closets, bathrooms or corridors.

(3) Basement or underground car parks and other enclosures below ground level shall be provided with mechanical ventilation.

(4) In case of mechanical ventilation and central air conditioning for all types of buildings and spaces HVAC relevant code of practices as may be approved by the Board shall be followed.

## CHAPTER-X : FIRE RESISTANCE AND FIRE PRECAUTIONS

**84. Stand pipe equipments.-** (1) For the purpose of the prevention and fire extinguishments, every commercial, multi-storey and amenity building.-

(a) from three storeys upto eight storeys in height shall be equipped with not less than six cm dia pipes; and

(b) over eight storeys in height shall be equipped with not less than ten cm dia stand pipes.

(2) The number of standpipes shall be such that all parts of every floor area are at a maximum distance of thirty-six meters from the stand point.

(3) Insofar as practicable, standpipes shall be located with outlets within stairway enclosures, but if these are not available, the stand pipes shall be located in a common corridor. In any case one shall be located in the main.

(4) The construction of stand pipes shall be of galvanized iron.

(5) Stand pipe risers shall extend from the lowest to the top most storeys of the building or part of building which they serve.

(6) When more than one stand pipe is required, they shall be interconnected at their bases by pipes equal in size to that of the largest riser.

(7) Every stand pipe or stand system in case of interconnected stand pipes, shall be equipped with a fire department approved in-let connection of corrosion resistant metal (e.g. gunmetal located on an outer building face nearest to street approximately six meter to nine meter above finished ground and suitably marked “fire department connection-stand pipe.”

(8) Stand pipes shall be provided in every storey with a four centimetre diameter flexible base not less than thirty meter long, with a 1.24 centimetre nozzle, being in an approved rack or cabinet.

(9) The stand pipe shall be fed by an overhead water tank reserved solely for this purpose. The minimum capacity of this tank shall be five thousand gallons, with a minimum of 2.1 meter load above the highest discharge point.

**85. Automatic sprinkler system.-** (1) Automatic sprinkler system shall be provided in.-

- (a) every institutional building which serves restrained or handicapped persons;
- (b) covered car parking areas in building of which upper storeys are designed for other uses when such parking area exceeds 465m<sup>2</sup>;
- (c) out garages or terminals for passengers serving more than four buses at a time;
- (d) each floor of mercantile and industrial buildings which are more than one storey high and which exceed 186m<sup>2</sup> covered area;
- (e) all buildings compartments used for manufacture, display or sale of combustible materials and products which are more than 700m<sup>2</sup> in covered area;
- (f) all areas of theatres except auditorium, music and lobbies; and
- (g) all building areas used primarily for storage of goods, and materials including areas clearly specified for storage of incombustible materials and goods, which are more than 93m<sup>2</sup> in area.

(2) No sprinkler provision shall be made in the immediate vicinity of generators or any electrical equipment.

**86. Construction of sprinkler system.-** (1) Sprinkler pipes, hangers and sprinklers heads shall be protected from corrosion.

(2) Every sprinkler system shall be equipped with a fire department approved inlet connection located on an outer building face nearest to street approximately six meter to nine meter above finished ground and suitably marked “Fire department connection-Automatic sprinklers”.

- (3) Automatic sprinkler system shall be fed by overhead water tank reserved solely for this purpose. The tank shall be capable of supplying twenty five percent of the sprinkle heads for twenty minutes but the minimum capacity of any tank shall be five hundred gallons. There shall be minimum head of 1.05 kg-cm<sup>2</sup> above the highest discharge point.
- (4) Automatic sprinkler system shall be arranged to set-off automatic fire alarm system simultaneously.
- (5) Every sprinkler system shall be provided with a readily accessible outlet valve to control all sources of water supply.

**87. Natural fire extinguishing in public buildings.** There shall be provided.-

- (a) two extinguishers in stage area, in each dressing room and one immediately outside each entry in theatres;
- (b) one extinguisher in each 230m<sup>2</sup> for public assembly buildings, but not less than one on each occupied floor, and not less than one in each laboratory, workshop or vocational room; and
- (c) at least one extinguisher on each floor at stairway landing and in corridor at each lift or group of lifts in residential and commercial buildings.

**88. Interior fire alarm system.-** (1) Interior fire alarm system shall be installed in all

- (a) hotels, motels, dormitories and similar buildings with a capacity of fifty or more occupants above the ground level;
- (b) hospitals, asylums, nursing houses and similar institutional buildings accommodating more than twenty occupants above the ground floor;
- (c) school buildings, with provision of more than thirty students above the ground floor;
- (d) mercantile buildings exceeding two storeys in height and with more than 373 m<sup>2</sup> area above the first floor; and
- (e) factory buildings exceeding two storeys in height and with more than 373 m<sup>2</sup> area above the first floor;

- (f) office buildings more than five storeys in height and with occupancy area of more than 900m<sup>2</sup> above the ground floor; and
  - (g) cinemas, theatres and similar places of public assembly.
- (2) At least one signal station shall be located in each storey in accessible location in the natural depth of exit way or escape.
- (3) Every signal station shall be so located that no point on any floor or the building is more than fifty meter from such station.

### **CHAPTER -XI : NO OBJECTION CERTIFICATE OF PUBLIC SALE PROJECTS**

**89. Application for NOC.-** A builder applying for NOC to the Board shall furnish the requisite documents and particulars in the manner set out in Form-VIII.

**90. Undertaking of the builder or professional.-** The builders and their architects or engineers shall submit the undertaking in the manner referred to in the Form-VIII on stamp paper.

**91. Determination of price and cost estimate.-** A builder shall submit the selling price of various units in the manner referred to in the Schedule for registration purposes with details, specifications and work program for the project. This price shall be quoted in all the advertisement and promotion literature published by the builder, No escalation in the cost shall be allowed except where inflation (as defined by the Ministry of Finance) is above double digit for particular year in such case excess over the double digits shall be the percentage of price increase. In such case the builder shall simply inform the Board along with relevant inflation figure. No escalation shall be granted to the builder who has failed to complete the project in time.

**92. Fee for NOC.-** A builder shall pay to the Board a fee for the “NO OBJECTION CERTIFICATE FOR SALE” as prescribed from time to time. The Board shall publish a notice on the salient features of each public sale project (including name of project, address, builder, office address, architect or engineers, number of floors, number and sizes of shops or flats or offices, compulsory open spaces, date of completion, draft agreement, etc) within seven days of issuance of “NOC for sale.”

**93. Security deposit.-** (1) The Builder shall deposit cash security equivalent to one percent of the cost of construction of the project with the Board to be held in a separate account which shall be recovered in advance from owner or builder

before issue of approval of building plan or NOC for sale. In addition, in case of delay in completion of the project, where such delay has not been condoned deduction from the security shall be made in proportion to the extent of the delay. This amount or lesser amount shall be refunded on the successful completion of the project and after obtaining the occupancy or completion certificate and the expiry of the maintenance period as enunciated in the NOC granted by the Board.

(2) The Board shall have the right to utilise the security deposit to remedy any fault or defect in the construction of the building after receiving complaints or notice and if the builder fails to rectify the same by himself or violation of any condition of the NOC granted by the Board that come to light at the time of the completion of the project or in case the builder fails to comply with the following:-

- (a) to construct the building in accordance with the design specifications agreed with the purchaser and approved by the Board;
- (b) to complete the building on time as per agreement with the purchaser;
- (c) to provide services as per agreement with purchaser or advertisement;
- (d) to obtain occupancy certificate from the Board;
- (e) if Builder is found to be involved in any un-lawful activities in the project; or
- (f) to rectify defects after occupation provided the builder is at fault.

(3) Any such defect or violation shall have to be made good by the builder at his own cost and risk and the cash security deposit, shall not absolve the builder of his responsibility to the project as per condition of NOC.

(4) This security deposit shall not, in any way prejudice the Board's rights under these bye-laws to initiate any other proceedings or action in the event or violation of any of these bye-laws.

(5) The deposit shall be released to the builder after one year of obtaining occupancy certificate but after meeting all builder's liabilities as cleared by the Board.

**94. Application form for allotment.-** After the receipt of NOC from the Board the builder shall get filled an application form from a person intending to book a unit in the project.

**95. Execution of sub-lease.-** A unit shall be offered for sale on cash or cash-cum-loan basis as per schedule of payment. Sub-lease shall be executed as per sale and allotment conditions, in favour of allottee, before delivering the possession of the unit. The allottee shall own the building structure of his unit and shall proportionately share the price or rent of land of the unit with other allottees of the project.

**96. Confirmation of allotment.-** The builder through an allotment letter to the allottees shall confirm the allocation of the unit, within fifteen days of booking. The allotment letter shall specify the unit number, floor, floor area of the unit, general facilities, fittings and fixtures with their make and material, the total price of the unit and details of other charges together with the key plan of unit in line with key plan approved by the Board at the time of NOC.

**97. Agreement with allottee.-** Within fifteen days of the issuance of allotment letter and before calling other instalments in respect of the unit the builder shall execute an agreement with the allottees.

**98. Payment of instalment.-** (1) The payment of instalment shall be made by the allottee strictly according to the schedule of payment. In case of failure a fifteen days notice shall be issued by Registered A/D or registered courier service on the last given address and if the allottee fails to make payment within the above period another notice shall be issued by the builder upto another thirty days. In case of further failure a cancellation letter shall be issued to the allottee a copy of which shall be endorsed to the Board. The builder shall not rebook the cancelled unit within thirty days of receipt of copy of cancellation letter by the Board; provided that the builder shall publish the cancellation notice in the two leading news papers (English and Urdu) under the heading of cancellation of flat or unit.

(2) In response to the above cancellation notice, if the allottee intends to continue the booking, the builder shall restore the allotment, after receipt of pending payment and charging the mark-up on the prevailing bank rate for the period of delay on unpaid instalment.

(3) If no response to the Board is received from the allottee during the said period, the cancellation of the unit shall be confirmed automatically. In case the cancellation is made before allocation, the builder shall refund the total amount paid till that time by the allottee within thirty days. However, after allotment of unit, the builder shall retain four percent of the amount paid that far, and the rest of the amount shall be refunded within thirty days.

(4) In spite of failure to make payment of instalments in time, if the builder does not resort to cancellation as provided in these bye-laws, the builder may or may not charge mark-up on the unpaid instalments at the prevailing bank rate and the allottee shall be informed accordingly.

**99. Loan component.-** (1) The builder may arrange the availability of loan, if the project contains a loan component. If the loan is refused or reduced due to any reason whatsoever by the loan giving agency, the allottee shall pay the loan amount from his own resources. However extra time of at least six months shall be given to allottee to pay the loan component to the builder.

(2) The allottee must complete all documentation for lease and loan within four month of booking as written in the agreement and the builder shall issue a reminder. The repayment of the loan instalments shall be made by the allottee or borrower to the loaning agency as and when it falls due as per rules of the relevant agency. The allottee or borrower shall abide by the arrangements of loan and shall follow rules and regulations and orders and instructions of the loaning agency.

**100. Documents and connection and meter charges.-** Documentation charges for sub-lease and loan, and external service connection charges for gas, electricity, sewerage and water shall be paid in proportion to the unit area in accordance with the actual payment made to these agencies plus fifteen percent as service charges for their respective services. This amount shall be paid at the time of deposit of challan. In case any allottee fails to make this payment he shall pay mark up on the amount at the prevailing bank rate.

**101. Minor changes.-** The Builder shall construct the building strictly according to the approved building plans. However, minor changes, if any, within the unit may be made by mutual arrangement between builder and allottee, provided that these do not contravene these bye-laws and such changes do not affect the structural stability of the building, and do not usurp the right of the other allottees, subject to approval of the Board.

**102. Clearance of dues for execution of sub-lease.-** The sub-lease of the unit shall be executed in favour of the allottee before handing over the possession of the unit, provided the allottee has made payment of outstanding amount up to date.

**103. Timely completion of the project.-** The builder shall maintain steady progress of work irrespective of the situation of payment by the individual allottees and availability of loan by the loan-giving agency. The builder shall fulfil the obligation of the timely completion of the project by arranging the deficit finances from his own resources. The builder shall inform the allottees every three months regarding progress of the project.

**104. Withdrawal of allotment.-** The allottee can withdraw his allotment of the unit by surrendering the original letter of allocation or allotment to the company and in this event the builder shall refund to the allottee the amount deposited till that time. In case the cancellation is made before allotment the builder shall

refund total amount paid by the allottee till cancellation within thirty days. However, after the allotment of unit four percent of the amount paid that far, for the unit, shall be retained by the builder and the rest of the amount shall be refunded within thirty days.

**105. Extension in date of completion.-** Extension in date of completion shall be allowed to a builder if he produces documentary proof that more than fifty percent of his clients have defaulted in payments of two or more instalments for over six months period. The builder shall also submit consent of at least fifty percent of the allottees while applying for the extension in time.

**106. Sublet and transfers of allotment.-** The allottee can sub-let, transfer or sell his unit to any one, with prior written permission of the builder, who shall allow transfer on receipt of all outstanding dues up to that time and transfer fee of half percent of total price of unit, However, no transfer fees shall be charged in case the transfer is made within three months of allotment.

**107. Physical possession and care-taking charges.-** The builder shall, after obtaining occupancy certificate from the Board, which shall include the provision of electric, gas, water and sewerage services, issue intimation letters to the allottees. The allottee shall take over possession of the unit within thirty days of receipt of such letter from the builder failing which the builder may apply justifiable care-taking charges.

**108. Delay in completion and compensation for period of delay.-** The builder shall complete the project and hand over physical possession of the unit complete in all respect to the allottee by the time specified by the Board. In case of delay in handing over possession, the builder shall pay mark up to the allottee at the rate of prevailing bank rate on the total amount paid, for the period of delay calculated from the completion time specified by the Board or extension made thereof.

**109. Abandonment of the project.-** If, for any reason, the project is abandoned by the builder, the builder shall refund the total amount received from the purchaser with mark up at the prevailing bank rate on the same, for the whole period of retention of the money, along with an additional compensatory amount equal to ten percent of the amount received from the allottee up to date against the booked unit, within sixty days of the announcement to the effect of the abandonment of the project.

**110. Defect liability.-** The builder shall assume defect liability of the unit for a period of twelve months in respect of structure and six months in respect of fixtures from the date of offering possession of the unit after obtaining occupancy certificate, and all defects, if any, shall be rectified by the builder at his own expense.

**111. Sale or transfer of the project.-** No builder shall sell or transfer the project to anyone unless prior intimation to the Board is given and NOC from the Two-third majority of the allottees is obtained. The new builder shall assume all responsibility and liabilities of the agreement made between outgoing builder and allottees, in addition the new builder must get the previous NOC issued by the Board revalidated in his favour.

**112. Formation of association and maintenance of utilities.-** The allottees shall form an Association to handle the affairs of the project and maintenance of the services and amenities. The rights of easement, appurtenances and other common rights shall be transferred to such Association.

**113. Settlement of disputes.-** All disputes between the builder and allottee shall be referred to the Board for appropriate decision. Any appeal against the decision made by the Board may be filed before the Director, ML&C, Karachi Region whose decision shall be binding and final.

**114. Instruction of the Board.-** The orders and instructions of the Board issued for procedural implementation in the spirit of these bye-laws issued from time to time shall be followed strictly by the concerned.

**115. Use of amenity spaces or places.-** Common use, amenity spaces or places, recreational area or parking area in the project shall neither be converted nor mis-utilized and shall be used exclusively for the benefits of the allottees of the project as per approved plan.

**116. Membership of Association of Builders and Developers.-** It shall be mandatory for a builder of the project (commercial and residential) to be a registered member of Association of Builders and Developers.

**117. NOC charges and fee for establishment of CNG and petrol pumps.-** The lessee or owner shall pay the prescribed charges and fee to the Board as fixed from time to time for establishment of CNG and petrol pumps.

**118. Betterment charges.-** The lessee, owner, builder, allottee or attorney shall pay betterment charges, as fixed by the Board from time to time, against the approval of commercial and residential building plan having more than four floors. Such charges shall be liveable on per floor area basis from the fifth floor and onwards to the top. The betterment charges shall also be liveable at the time of regularization and completion of a commercial and residential building plan in respect of such deviated or added area as found in addition of the approved building plan.

## CHAPTER-XII : LAND USE CHANGES

**119. Change of land use of residential building.-** (1) No residential building or premises shall be used or converted into any other use except with the prior approval of the Board and with NOC from the concerned leasing authority (BOR, MPMGO, City District Government, Karachi etc.) and the immediate neighbours.

(2) The applicant shall apply to the Board for the change of use of residential building or premises with full justification and the Board shall examine the said application in the light of Master Plan and layout plan of the concerned area.

(3) The Board shall also issue a public notice for the change of residential building or premises in accordance with the provisions of these bye-laws at the expense of the applicant.

(4) The Board shall give due consideration to the objections received from the public before the final decision.

(5) The applicant shall pay the prescribed fees and other charges to the Board as fixed from time to time.

**120. Change of land use of amenity plot.-** (1) No amenity plot reserved for the specific purpose shall be converted or utilized for any other purpose.

(2) Residential plot within a residential neighbourhood may be allowed to be used for education purposes by the Board after inviting public objection from neighbourhood as well as after receipt of NOC from the concerned leasing authority.

## CHAPTER-XIII : VIOLATIONS OF BYE-LAWS

**121. Removal or prevention of violation.-** (1) The CEO or authorized officer/official shall carry out inspection and take other appropriate measures to ensure compliance with these bye-laws.

(2) If it is found that any of the provisions of these bye-laws, or any rules relating thereto, or any conditions of a general or special permit, are being or have been violated, it shall serve a notice in writing on any person responsible for the violation.

(3) The notice shall indicate the nature of the violation and the CEO may order such action as it may deem appropriate to correct the violation including but not limited to.-

- (a) the discontinuance of any illegal work being done on, or activities being conducted in relation to the building; and
  - (b) requiring the owner or builder who is carrying out or have carried out such building works, on or before such day as shall be specified in such notice, by a statement in writing subscribed by him or by an agent duly authorized by him and addressed to the CEO, to show sufficient cause why such building works or such part thereof shall not be removed or altered to comply with these bye-laws.
  - (c) If the owner or occupier fails to show sufficient cause to the satisfaction of the CEO why such building works or part thereof shall not be removed or altered, the Board may take following actions;
    - (i) require the person who has carried out the works against the provisions of these bye-laws or statute, to alter or cessation the whole or part of construction works thereof; and
    - (ii) any other measures authorized by these bye-laws and the Act.
- (4) The order shall specify the period within which the violation shall be corrected and in the event of non-compliance with the order the CEO may cause appropriate measures under the relevant statute to be taken into effect for compliance. The expenses thereon shall be recoverable from the owner in the manner provided for the recovery of arrears of land revenues or taxes.
- (5) The giving of notice and making and serving of an order under these bye-law shall not be a prerequisite to the initiation of, and shall not bar, any prosecution under any applicable law, and the Board may take action under these bye-laws whether or not a prosecution has been initiated.

**122. Enforcement by the CEO.-** The CEO may direct the concerned officer or official to take action under these bye-laws with respect to any violation, including entering upon and sealing of the premises and site office.

**123. Special provision.-** The Board may, as one time measure, regularize unauthorized floors or storeys constructed in residential buildings built prior to the notification of these bye-laws, against such composition fee as fixed by the Board. The subject regularization, however, shall not extend to the buildings constructed on lands falling under the management of Military Estate Officer, Karachi Circle, Karachi.

## PART - II

### CHAPTER-XIV : BYE-LAWS TO REGULATE DEVELOPMENT OF PRIVATE LANDS IN FAISAL CANTONMENT

**124. Definitions.-** (1) In this part unless there is anything repugnant in the subject or context.-

- (i) 'amalgamation' means the joining of two or more adjoining plots into a single plot;
- (ii) 'Cantonment' means the Faisal Cantonment;
- (iii) 'concept plan' means a plan which indicates the approximate location or relationship but not the precise site or boundaries, roads, utility lines, community facilities, residential and other uses of lands designated for the development of a new Community Project or the renewal, improvement, amelioration, or redevelopment of an existing Community Project;
- (iv) 'co-operative housing society' means a co-operative housing society registered with the Registrar Co-operative Societies, Sindh under the Co-operative Societies Act, 1925 (VII of 1925);
- (v) 'development permit' means municipal sanction granted by the Board under bye-law 125, whether or not so denominated, having the effect of permitting development of a land development project;
- (vi) 'developer' means a person or body of persons, a firm or a company engaged in land development schemes;
- (vii) 'existing housing scheme' means the housing schemes or projects in existence before notification of these bye-laws;
- (viii) 'land' means earth and includes water and air above, below or on the surface, and any thing attached to earth and the meaning assigned to it under Land Acquisition Act, 1894 (I of 1894);
- (ix) 'land development' means the dividing of land into plots or amalgamation of plots and development of private lands in a planned manner, by means of provision of water, sewerage, roads, streets, public recreation parks, dispensaries, schools and other allied facilities for a community that would come to reside in the area so developed;

- (x) licensed town planner' means a qualified town planner having a degree or post graduate diploma in City, Regional, Town and Country Planning from a recognized university or institution and registered as a town planner with the Pakistan Council of Architects and also registered as town planner with the Board;
- (xi) plot' means any size of land capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit or which has already been used or developed as a unit;
- (xii) private land' means land not owned by the Federal Government, Provincial Government or any Government, Development Board etc, but includes the land held by private persons on proprietary rights or on a long lease;
- (xiii) 'private person' includes an individual, a group of individuals, a registered housing society, a co-operative housing society, a proprietary company or a limited company;
- (xiv) public agency' includes a person or body of persons including semi-autonomous or autonomous bodies appointed by, or under the, Federal or Provincial Government to exercise powers and discharge functions in connection with the affairs of these Governments;
- (xv) public buildings' mean buildings which are provided at community level involving mass gathering or assembly and used for physical expression and activity of the people, desired for a common social life. These buildings consist of administrative, recreational, educational, cultural, health and religious centers;
- (xvi) registered housing society' means a housing society registered under the Registration Act 1908 (XVI of 1908);
- (xvii) residential use' means a plot allocated for construction of a building exclusively designed for use of human habitation together with such out-houses as are ordinarily ancillary to the main building and are used for residential purposes;
- (xviii) road' includes any public or private road, high way, street, lane, alley or bridge whether built upon or metalled or not as used for communication;

- (xix) 'Schedule' means the schedule to these bye-laws;
- (xx) 'sub-division' means the division of land held under one owner-ship into two or more plots; and
- (xxi) 'sub-division plan' means layout plan of sub-division of land or plot;

(2) The words and expressions used but not defined in this Part shall have the same meaning as assigned to them under Part-1

**125. Land development permit.-** No private person or company shall carry out land development, or permit land development, without the prior sanction of the Board, granted as 'Development Permit' vide *Form-IX*.

**126. Framing of a land development scheme; (1) Minimum required acreage.-** Before a proper application is submitted to the Board under bye-law 125, a land development scheme shall be prepared by the private person, or his registered attorney, through a licensed town planner registered with the Board for an area not less than ten acres falling within the Cantonment limits, for seeking sanction of the Board for grant of the development permit.

(2) **Relaxation.-** The Board may, at its discretion, relax the provision of sub-bye-law(1) in the following cases namely:-

- (a) where the intending developer proposes to construct Country Villas or Town Houses under his own arrangements for which an area lesser than ten acres may be permitted for development; or
- (b) where the developer proposes to establish an Industrial Estate in a zone regulated area of the Master Plan of Karachi

**127. Important ingredients of land development scheme.-** The following shall be given due consideration by the applicant in planning land development scheme for the purposes of these bye-laws, namely:-

- (a) change in the use of land or structure thereon;
- (b) reconstruction, alteration or material change in the external appearance of land;
- (c) deposit of refuse, solid or liquid wastes;
- (d) the installation of underground or over land public service utilities; and
- (e) re-establishment of a use which has been abandoned for one year or above.

**128. Allocation of land for various uses and amenities.-** (1) The allocation of land for various uses shall be made in accordance to the following, the sum of which must total to 100% when calculated as a whole, namely:-

- (a) Residential .....fifty to fifty five percent
- (b) Commercial ..... five to eight percent
- (c) Roads and Streets.....twenty five to thirty percent
- (d) Amenities .....ten to fifteen percent.

(2) The following amenities may be provided in layout plans according to its area and size of population, namely:-

- (a) Worship building
- (b) School
- (c) Clinic or dispensary
- (d) Park and play ground
- (e) Post office
- (f) Community hall
- (g) Bus stop and commuter parking bays

(3) Minimum width of road, street or lane provided in the land development scheme shall not be less than 30 feet, unless relaxed by the Board in special circumstances under special conditions

**129. Application for approval of land development.-** Subject to bye-laws 125to 128.-

- (a) the applicant shall submit an application to the Board as per *Form-X*; and
- (b) the application shall be accompanied by the following mandatory documents, namely:-
  - (i) one copy of an Irrevocable General Power of Attorney duly registered shall be attached if the scheme is submitted by any person other than the owner of the land;
  - (ii) six copies of maps and plans of an appropriate scale prepared by a licensed town planner as required in *Form-X* ;
  - (iii) payment of due scrutiny fees by the applicant as specified in Schedule-I;
  - (iv) the applicant's evidence of ownership of sufficient title in the site so as to allow him to undertake the proposed development;
  - (v) one copy of National Identity Card of the applicant;

- (vi) No Objection Certificates from such authorities as deemed required by the Board at any stage;
- (vii) undertaking for compliance with all provisions of rules and regulations of the Sindh Co-operative Societies Act, 1925(VII of 1925), if the applicant is a member of a Cooperative Housing Society;
- (viii) an undertaking on a stamped paper in *Form-XI* ; and
- (ix) other information as required under Schedule-I.

**130. Scrutiny fee.-** (1) An applicant for a development permit shall pay scrutiny and other fees to the Board as specified in Schedule-I and as revised by the Board from time to time for the type of land development indicated therein.

(2) Scrutiny fee shall be exclusive of all other charges which may be recovered by the landlords, lessors or licensors or by other public agencies.

(3) All fee specified in Schedule-I shall be subject to revision by the Board at its own discretion from time to time and shall be paid by the applicant at the scale as in vogue by the Board

**131 Site inspection and consultation.-** (1) The applicant submitting land development plans shall arrange for at least one inspection of his site by a functionary of the Board.

(2) In connection with the submission of the application, the applicant shall consult with and obtain certificates from appropriate public agencies or companies concerned with the provision of water supply, sewerage, electricity, gas, telephone service and other public services appropriate to the particular development.

**132. Application process.-** (1) Land ownership and other documents shall be examined by the Board subject to payment of scrutiny fees by the applicant as specified in Schedule-I.

(2) In case documents mentioned in bye-law 129 are found in order, a public notice shall be given in the newspapers for inviting public objections within a period of thirty days, after which the case shall be placed before the Board

(3) In case of receipt of any objection within due time under above sub bye-law, the same shall be referred to the Board which may accept or reject it as it deem fit.

(4) Subject to these provisions the Board may issue development permit.

**133. Conditions for development permit.-** The Board may attach to a development permit any condition which may concern these bye-laws including.-

- (a) establishing more detailed facts by requiring the submission of additional and detailed drawings, maps and documents;
- (b) minimizing any adverse impact of the proposed development upon other lands including the hours of use and operation and the type or intensity of activities which may be conducted;
- (c) controlling and regulating the sequence of land development, including its date of commencement and completion;
- (d) ensuring that land development is properly maintained;
- (e) observing the provisions of development plan and any applicable concept plan or contingency plan for the community in which the proposed land development is located;
- (f) following the provisions of any approved development or scheme of a public agency which might be adversely affected by the proposed land development;
- (g) protecting existing resources, installations, or investments of the Federal Government, Provincial Government or a public agency; and
- (h) keeping in view relevant conditions or needs in the neighbourhood and its community relating to sanitation, road and street networks, traffic and transport facilities, the existence or absence of municipal services in the area, programs for the further provisions of such services, public amenities, industrial and commercial activities and facilities, air and water quality, other attributes of physical environment and significant social and economic characteristics of inhabitants.

**134. Rejection of application for land development.-** (1) The Board shall have the discretion to reject request for approval of a scheme in case no response is received from the applicant within a period of two months from the date of communication of any objection to him or on any matter regarding the scheme without assigning any reason.

(2) The Board may reject an application for any reason it may deem fit, provided it shall state and intimate such reason to the applicant

**135. Validity of land development permit.-** (1) The development permit shall be valid for the period as specified by the Board and may, in exceptional circumstances, on application of the developer, be extended by the Board for such

further period as the exigencies of the situation may demand. The extension shall be subject to full justification of the circumstances and if, by any reason, the Board is satisfied that delay has been occurred for the fault of the developer, the extension may be subjected to payment of such composition fees as fixed by the Board.

(2) Any amendment or revision in the development permit or layout plan of the land development scheme can be made by the Board at its discretion, after formal information to the public through press media.

**136. Security deposit.-** (1) The applicant or developer shall deposit cash security deposit or a bank guarantee equivalent to two percent of the cost of the project with the Board to be held in a separate account. In case of delay in the completion of the project, where such delay has not been condoned by the Board, deduction from the security shall be made in proportion to the extent of the delay. This amount, or lesser amount in case of deduction, shall be refunded after one year of the successful completion of the project after obtaining the completion certificate from the Board.

(2) The two percent security deposit shall be paid in four equal instalments as under, namely:-

- (a) one-fourth at the time of grant of development permit;
- (b) one-fourth after one hundred and twenty days of grant of development permit;
- (c) one-fourth after two hundred and forty days of grant of development permit; and
- (d) one-fourth after three hundred and sixty days of grant of development permit.

(3) The Board shall have the right to utilize the security deposit to remedy any fault or defect in the development works of the scheme after receiving complaints of the allottees, if the developer fails to rectify the same by himself, or to remedy violation of any condition of the development permit granted by the Board that comes to light at the time of the completion of the scheme, or in case the developer fails to comply with any of the following, namely:-

- (a) to develop the scheme in accordance with the plan as sanctioned by the Board;
- (b) to hand over possession of plots to the allottees or purchasers as per agreement with them;
- (c) to successfully complete the scheme on time as per specified period granted by the Board, inclusive of internal and external developmental works; and
- (d) to obtain completion certificate from the Board.

(4) This security deposit shall not, in any way, prejudice the Board's rights under these bye-laws to initiate any other proceedings or action in the event or violation of any of these bye-laws.

(5) The security deposit shall be released to the developer after one year of obtaining of completion certificate, provided all the liabilities are cleared by the developer towards his clients to the satisfaction of the Board.

**137. Application for NOC.-** A Developer applying to the Board for NOC for sale and advertisement of plots shall furnish and subsequently comply the following, namely:-

(1) *Determination of price and cost estimate.-* The Developer shall submit the selling/allotment price of various plots along with schedule of payments for registered information of the Board, with such details as may be required. This price shall be quoted in all the advertisement and promotion literature published by the developer. No escalation in the cost shall be allowed except where inflation (as defined by the Ministry of Finance) is above double digit for a particular year and in such a case, excess over the double digits shall be the percentage of the price increase. The developer, in the said case, shall simply inform the Board along with relevant inflation figure. No escalation shall be granted to the developer who has failed to complete the project in the specified time.

(2) *Fee for NOC.-*A developer shall pay to the Board a fee for the "NO OBJECTION CERTIFICATE FOR SALE" as per charges fixed by the Board from time to time. The Board shall publish a notice about the salient features of each public sale project (name of project, address, developer, office address, town planners, architects, engineers, number and sizes of plots, compulsory open spaces, date of completion, draft agreement, etc) within seven days of issuance of such an "NOC for sale/advertisement."

(3) *Application form for allotment.-* After the receipt of NOC from the Board the developer shall get filled an application form from the persons intending to book a plot in the project.

(4) *Execution of sub-lease.-* A plot shall be offered for sale or allotment on cash as per schedule of payment provided by the developer. The sub-lease shall be executed as per sale and allotment conditions, in favour of allottee, before delivering the possession of the plot.

(5) *Confirmation of allotment.-* The developer through an allotment letter to the allottees shall confirm the allotment of the plot, within fifteen days of the booking. The allotment letter shall specify the plot number, street, phase etc in line with the layout plan approved by the Board.

(6) *Agreement with allottee.*- Within fifteen days of the issuance of allotment letter and before calling other instalments in respect of the plot the developer shall execute an agreement with the allottees.

(7) *Payment of instalment.*

(a) The payment of instalment shall be made by the allottee strictly according to the schedule of payment. In case of failure, a fifteen days notice shall be issued by Registered A/D or registered courier service on the last given address and if the allottee fails to make payment within the above period, another notice shall be issued by the developer up to another thirty days. In case of further failure, a cancellation letter shall be issued to the allottee a copy of which shall be endorsed to the Board. The developer shall not rebook the cancelled plot within thirty days of receipt of copy of cancellation letter by the Board, provided that the developer shall publish the cancellation notice in the two leading news papers (English and Urdu) under the heading of cancellation of plot.

(b) In response to the above cancellation notice, if the allottee intends to continue the booking, the developer shall restore the allotment, after receipt of pending payment and charging the mark-up on the prevailing bank rate for the period of delay on the unpaid instalment.

(c) If no response to the developer is received from the allottee during the said period, the cancellation of the plot shall be confirmed automatically. In case the cancellation is made before allotment, the developer shall refund the total amount paid till that time by the allottee within thirty days. However, after allotment of plot, the developer shall retain four percent of the amount paid that far, and the rest of the amount shall be refunded within thirty days.

(d) In spite of failure to make payment of instalments in time, if the developer does not resort to cancellation as provided in these bye-laws, the developer may or may not charge mark-up on the unpaid instalments at the prevailing bank rate and the allottee shall be informed accordingly.

(8) *Timely completion of the project.*- The developer shall maintain steady progress of work irrespective of the situation of payment by the individual allottees and availability of loan by the loan-giving agency, if any. The developer shall fulfil the obligation of the timely completion of the project by arranging the deficit finances from his own resources. The developer shall inform the allottees every three months regarding progress of the project.

(9) *Withdrawal of allotment.*- The allottee can withdraw his/her allotment of the plot by surrendering the original letter of allocation/allotment to the company and in this event the developer shall refund to the allottee the amount deposited till that time. In case the cancellation is made before allotment the developer shall refund total amount paid by the allottee till cancellation within thirty days. However, after the allotment of the plot, 4% of the amount paid that far, shall be retained by the Builder and the rest of the amount shall be refunded within thirty days.

(10) *Extension in date of completion.*- Extension in date of completion shall be allowed to a developer if he produces documentary proof that more than fifty percent of his clients have defaulted in payments of two or more instalments for over six months period. The developer shall also submit consent of at least fifty percent of the allottees while applying for the extension in time under this clause.

(11) *Sublet & transfers of allotment.*- The allottee can sub-let, transfer or sell his plot to any one, with prior written permission of the developer, who shall allow transfer on receipt of all outstanding dues up to that time and transfer fee of half percent of the total price of the plot. However, no transfer fees shall be charged in case the transfer is made within three months of the allotment.

(12) *Delay in completion and compensation for period of delay.*- The developer shall complete the project and hand over physical possession of the plots complete in all respect to the allottees within the time specified by the Board. In case of delay in handing over possession, the Builder shall pay mark-up to the allottee at the rate of prevailing bank rate on the total amount paid, for the period of delay calculated from the due completion time as specified by the Board or extension granted thereof.

(13) *Abandonment of the project.*- If, for any reason, the project is abandoned by the developer, he shall refund the total amount received from the purchaser with mark up at the prevailing bank rate on the same, for the whole period of retention of the money, along with an additional compensatory amount equal to ten percent of the amount received from the allottee up-to-date against the booked plot, within sixty days of the announcement to the effect of the abandonment of the project.

(14) *Defect liability.*- The developer shall assume defect liability of the developmental works done for a period of twelve months after obtaining of completion certificate.

(15) *Sale or transfer of the project.*- No developer shall sell or transfer the whole or any part of the project to any one without the prior sanction of the Board, unless prior intimation to the Board is given and No Objection from the two-third majority of the allottees is obtained. The new developer shall assume all

responsibilities and liabilities of the agreement made between the outgoing developer and the allottees. In addition, the new developer must get the previous NOC issued by the Board revalidated in his favour.

(16) *Formation of association & maintenance of utilities.*- The allottees would form an association to handle the affairs of the project and maintenance of the services and amenities. The rights of easement, appurtenances and other common rights shall be transferred to such association.

(17) *Settlement of disputes.*- All disputes between the developer and the allottee/s shall be referred to the Board for its decision. Any appeal against the decision made by the authorized officer of the Board may be filed before the Director ML&C Karachi Region whose decision shall be final and binding upon both the parties.

(18) *Use of amenity spaces.*- Common use/amenity spaces, recreational area, parking area in the project shall neither be converted nor mis-utilized and shall be used exclusively for the benefit of the allottees of the project as per approved Plan and shall also not to be calculated in the covered area.

(19) *Instructions of the Board.*- Besides the above bye-laws, the orders and instructions of the Board for procedural implementation of these bye-laws from time to time shall be followed and complied strictly by all concerned.

**138. Development at site.**- Development of roads, streets, lanes, footpaths, street lighting, water supply, sewerage including proper disposal arrangements, in area or township sponsored by developers, shall be carried by developers at their own cost and the Board shall not be responsible for provision of these facilities. The Board shall, however, be responsible for their maintenance once development has been completed by the developers to the entire satisfaction of the Board and the area in question is formally taken over by the Board for maintenance purposes or when the majority of the area comes under house tax net.

**139. Revocation of land development permit.**- If the Board finds that any of the provisions of these bye-laws or any conditions of development permit have been violated, it may issue an order revoking the permit and ceasing the developmental, sale and transfer activities of the scheme and may seal the office of the management, after providing an opportunity to be heard in person, particularly.-

- (a) if the developer or owner has mis-represented or suppressed facts or documents while seeking development permit in any form whatsoever

- (b) if the developer or owner responsible for the violation has not taken proper action as directed by the Board within a specified time period; and
- (c) if serious complaints are received by the Board against the scheme or its developers, concerning any matter related to the scheme, and where the developer fails to redress genuine public grievances to the satisfaction of the Board.

**140. Land sub-division.-** For the sub-division of land the following criteria shall be followed, namely:-

- (a) no sub-division of any category of land or plot shall be allowed without the prior approval of the Board;
- (b) six blue print copies of plot to be sub-divided, duly signed by the owner and licensed town planner registered with the Board, shall be submitted to the Board along with the requisite sub-division plan;
- (c) each application of sub-division shall be considered on the basis of location of plot, utility services, road width, and density of the area and other relevant factors and not on legal or inheritance basis;
- (d) plots earmarked for flats shall not be considered for sub-division into smaller plots; and
- (e) no sub-division of a plot shall be considered without each of the sub-divided part having a direct approach from a planned road or street.

**141. Land amalgamation.-** For amalgamation of land the following criteria shall be followed, namely:-

- (a) no amalgamation of any category of land or plot shall be allowed without the prior approval of the Board;
- (b) six blue print copies of plots to be amalgamated, duly signed by the owner and licensed town planner registered with the Board shall be submitted to the Board along with the amalgamation plan; and
- (c) amalgamation of two or more plots shall be allowed on plots whose land grant terms and conditions are similar provided the rules of original plots shall be applicable on amalgamated plots except on compulsory open spaces as decided by the Board and no separate buildings or bungalows shall be permitted on amalgamated plots and

where there is no similar category of plots, the land grant terms and conditions of the larger plot shall prevail

**142. Change of land use.-** No change in land use of any category of land shall be allowed without prior approval of the Board and subject to the following criteria, namely:-

(1) *Residential plots.-*

- (a) The applicant shall apply and pay necessary fee to the Board for change of land use of the plot with full justification, which shall examine the case in the light of the layout of the area;
- (b) The Board shall then issue a public notice for call of objections against the change of land use of the plot in accordance with the provisions of these bye-laws, the expenses of which shall be borne by the applicant;
- (c) The Board shall give due consideration to the objections received from the public, if any, before the final decision. The Board may accept or reject any such objection as it deems fit;
- (d) Subject to above, the Board may approve change of land use; and
- (e) Residential plot within a residential neighbourhood can be allowed to be used for educational purposes by the Board after inviting public objections from neighbourhood, taking into consideration the availability of suitable parking.

(2) *Change of land use of commercial plots.-* Commercial plots may be converted from original use to any other use with the approval of the Board in a manner as it deem fit.

**143. Application of bye-laws to existing housing schemes.-**(1) These bye-laws shall be applicable to all the existing housing schemes in the Cantonment in reference to sub-division, amalgamation, change in land use and fee payable for such permissions.

(2) The application of these bye-laws to the existing housing schemes may, however, be relaxed by the Board in the case of housing schemes which are already in existence prior to these bye-laws, whether developed or non-developed, (approved by the then KDA or relevant authority) but not approved by the Board in whole or in part, if seek development permit on ex-post facto basis, and where the developer submit an affidavit that tailoring to the current bye-laws of the land development scheme is not viable in consequence of the leased out, sold, allotted

plots or the developmental works carried on ground, the Board may approve and grant development permit on "as is where is" basis, as one time measure, subject to such composition fees as may be fixed by the Board.

**144. Removal, prevention, rectification of violation.-** (1) The CEO or authorized officer or official shall carry out inspection and take other appropriate measures to ensure compliance with these bye-laws.

(2) If the Board shall find that any of the provisions of these bye-laws, or any rules relating thereto, or any conditions of a sanction are being or have been violated, it shall serve a notice in writing on any person responsible for the violation.

(3) The notice shall indicate the nature of the violation and the CEO may order such action as it may deem appropriate to correct the violation including but not limited to.-

- (a) the discontinuance or demolition of any violation being done; and
- (b) requiring the developer who is carrying out or has carried out such violation, on or before such day as shall be specified in such notice, by a statement in writing subscribed by him or by an agent duly authorized by him and addressed to the Board, to show sufficient cause why the violation shall not be removed or rectified to comply with these bye-laws.

(4) If such developer fails to show sufficient cause to the satisfaction of the Board why such violation shall not be removed or rectified, the Board may take the following actions:-

- (i) to cease the project and seal the concerned administration or site offices of the developer or management till rectification of the violation against the provisions of these bye-laws;
- (ii) any other measure authorized by these bye-laws and the Act; and
- (iii) the giving of notice and making and serving of an order under this bye-law and its sub-bye-laws shall not be a prerequisite to the initiation of, and shall not bar, any prosecution under any applicable law, and the CEO may take action under this bye-law whether or not a prosecution has been initiated.

**FORM-I**

[ See bye-law 4 (1) and 5]

**APPLICATION FOR SANCTION OF PLANS**

The  
Cantonment Executive Officer,  
Faisal Cantonment.

1. In pursuance of Section 179 of the Cantonment Act, 1924, (II of 1924), I/We hereby apply for permission to erect/re-erect/make additions to and/or alterations (in the building on Plot No. \_\_\_\_\_ situated at \_\_\_\_\_ Faisal Cantt, in accordance with the Building Plans submitted herewith for sanction.
2. Necessary particulars are given below and certified to be true:-
  - i. Plot Holding Form \_\_\_\_\_
  - ii. Reference of title deed \_\_\_\_\_  
(In case of Leasing Authority please attach two (2) copies each of Allotment order/Transfer order issued by the Authority and of Lease 'A' or 'C' as the case may be).
  - iii. Intended use of proposed building works \_\_\_\_\_  
(Residential/Commercial/Commercial-cum-residential/Amenity)
  - iv. Description of the proposed building works \_\_\_\_\_  
(Covered area, Floors etc)
3. Particulars/Enclosures:
  - i) Seven copies of proposed plans along with the site plan (issued by the Leasing Authority if concerns so).
  - ii) Receipt No. of payment of scrutiny fee \_\_\_\_\_
  - iii) Copy of power of attorney in case the owner is not submitting the plans him/her self.
4. Mr/Ms. \_\_\_\_\_, Registered Architect/Engineer, Registration No. PEC/PCATP \_\_\_\_\_, Cantonment Board Faisal Registration No. \_\_\_\_\_ is hereby authorized by me/us to take action required to be done under these bye-laws on my/our behalf.

5. I/We undertake that I/we shall be personally responsible for any violation of these bye-laws and conditions, if any, accompanying the sanction of the plan/plans.

Signature: \_\_\_\_\_

Owner/Lessee/Allottee Attorney

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

**FORM-II**

[ See bye-law 4(3)]

**REGISTERED ARCHITECT OR ENGINEER'S CERTIFICATE**

(To be accompanied with Form-I)

This is to certify that the building plans submitted by \_\_\_\_\_  
for Plot No. \_\_\_\_\_ have been prepared by me/us and  
that I/we undertake to supervise the proposed construction according to the approved building  
plan, and as per specifications submitted herewith in triplicate and I/we further undertake that  
if I/We discontinue supervision of the work, I/we shall give immediate intimation thereof, as  
required under the above bye-law.

Name & Signatures of Architect / \_\_\_\_\_  
Civil Engineer/Structural Engineer

Registration No. of PEC/PCATP \_\_\_\_\_

Category of Registration: \_\_\_\_\_

CBF Registration No. \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_.

**SPECIFICATIONS ATTACHED:**

1. Nature of the soil below foundation (for buildings taller than G+2 Floors)
2. Specification of foundation.
3. Specification of plinth.
4. Specification of superstructure.
5. Specification of floor.
6. Specification of roof.
7. Method of drainage and sewerage.
8. Kind of slab.

**FORM-III**

[ See bye-law 4(3) ]

**NOTICE OF DISCONTINUANCE**

The  
Cantonment Executive Officer,  
Faisal Cantonment

I hereby give notice of my discontinuance from the building works with effect from \_\_\_\_/\_\_\_\_/\_\_\_\_ as the Registered Architect/Civil Engineer/Structural Engineer in respect of Plot No. \_\_\_\_\_ situated at \_\_\_\_\_ Faisal Cantt. It is certified that the aforementioned building work on the said plot is at this stage of construction on \_\_\_\_\_ level and \_\_\_\_ % ; and has been carried out under my supervision and is to my entire satisfaction so far.

Name & Signatures of Architect / \_\_\_\_\_  
Civil Engineer/Structural Engineer

Registration No. of PEC/PCATP \_\_\_\_\_

Category of Registration: \_\_\_\_\_

CBF Registration No. \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_.

Description of the work:

- 1.
- 2.
- 3.
- 4.
- 5.

Copy to:-

\_\_\_\_\_ owner

\_\_\_\_\_  
Faisal, Cantt.

**FORM-IV**

[ See bye-laws 6(2),15]

**CERTIFICATION OF STRUCTURAL SOUNDNESS OF BUILDINGS**

I / We certify that:

1. I/We have been appointed as consulting Structural Engineers by Mr./Mrs./M/s. \_\_\_\_\_ for the structural design of the building on Plot No. \_\_\_\_\_ situated on \_\_\_\_\_ Faisal Cantt on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

Which:

- a. Is likely to be constructed from \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .  
b. Is under construction since \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .  
c. Has been virtually completed on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .  
d. Stage of construction \_\_\_\_\_ .  
e. No. of storeys designed \_\_\_\_\_ .
2. The structure designed has been based on following codes/bye-Laws rationally coupled with engineering knowledge and judgement where necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. a. The sub-surface investigation was carried out by M/s \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .  
b. A design bearing capacity of \_\_\_\_\_ Tons / Sft was adopted based on \_\_\_\_\_

4. Our/my contractual responsibilities were/are limited to:

- a. Structure analysis and design.  
b. Preparation of working structure drawings.  
c. Preparation of bar bending schedule.  
d. Checking bar bending schedule prepared by the contractors/constructors/builders.

5. The following documents are attached:

- a. Set of working structural drawings.  
b. Set of bar bending schedule.  
c. Set of design calculations.  
d. Set of specifications relevant to structural work.

Name of Structural Engineer: \_\_\_\_\_

Signature \_\_\_\_\_

PEC & CBF Registration Nos. \_\_\_\_\_

**FORM-V**  
[ See bye-law -11]

**VERIFICATION OF BUILDING AT DIFFERENT CONSTRUCTION STAGES**

The  
Cantonment Executive Officer,  
Faisal Cantonment

1. I/We hereby inform that I/We have commenced the building works on Plot No. \_\_\_\_\_ located at \_\_\_\_\_ Faisal Cantt, and also to bring into your notice that the following important stage of construction of building has been completed (i.e. the foundation, plinth and pouring of all roof levels as the case may be);

\_\_\_\_\_  
\_\_\_\_\_

2. You are, therefore, requested to depute a representative to verify the building line at the above mentioned foundation level/plinth level/roof levels so as to enable me/us to carry out the building works further.

Owner's Signature & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARCHITECT'S & PROOF/STRUCTURAL ENGINEER'S CERTIFICATE**

I / We hereby certify that the construction stage of building has been completed at the foundation/plinth/pouring of roof level/s \_\_\_\_\_ on Plot No. \_\_\_\_\_ situated at \_\_\_\_\_ Faisal Cantt and has been carried out in accordance with the sanctioned plan. And, also I/We are fully responsible for the works carried out by the owner/lessee/allottee/builder.

<b>Registered Architect:</b>	_____	Registered Structural /	
<b>Signature:</b>	_____	Proof Engineer:	_____
<b>CBF License No.</b>	_____	Signature:	_____
<b>PCATP Registration No.</b>	_____	CBF License No.	_____
		PEC Registration No.	_____

**FORM-VI**

[ See bye-laws-14(1)]

**NOTICE OF COMPLETION**

The  
Cantonment Executive Officer,  
Faisal Cantonment

I/We hereby give notice of completion of building/additions or alteration in the building on Plot No. \_\_\_\_\_ located at \_\_\_\_\_ Faisal Cantt., and of drainage and water arrangement therein, and apply for permission for occupation of the said building.

The said works have been carried out in accordance with the sanctioned Building Plan received vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ .

Owner's Signature,  
Address & Tel. No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

**ARCHITECT'S CERTIFICATE**

I/We hereby certify that the building/additions or alterations of the building on Plot No. \_\_\_\_\_ located at \_\_\_\_\_ Faisal Cantt have been completed/partly completed under my supervision and to my satisfaction in accordance with the sanctioned building plan vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ .

Registered Architect / Engineer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
CBF License No. \_\_\_\_\_  
PEC/PCATP Registration No. \_\_\_\_\_

**FORM-VII**  
[ See bye-law -15]

**REGULARIZATION OF WORKS CARRIED OUT WITHOUT PERMISSION**

The

Cantonment Executive Officer,  
Faisal Cantonment

1. Whereas, I / We have constructed \_\_\_\_\_ on Plot No. \_\_\_\_\_ located at \_\_\_\_\_ Faisal Cantt as shown on the plan attached herewith.
2. Whereas, I/We have made deviations from building plans sanctioned vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ in the course of construction of the building/alteration and additions to the building as shown on the pans attached herewith.
3. Whereas I/We are willing to make any alteration required to be made in the said structure so as to make it consistent with the permission of the Board and also willing to pay the composition fee imposed by the Board for regularization of illegal construction/deviations from approved plan or in violation of bye-laws. It is, therefore, requested that the subject plans may be regularized by way of composition as per law and permission to occupy the said building may be granted.

Owner's Signatures  
& Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARCHITECT'S & STRUCTURAL ENGINEER'S CERTIFICATE**

I/We hereby certify that existing structure on plot No. \_\_\_\_\_ located at \_\_\_\_\_ has been fully and correctly shown on the plan submitted by me and I/We further certify that the building is structurally stable. Necessary structural calculations and details are attached herewith.

Registered Architect & Structural Engr: \_\_\_\_\_

Signature : \_\_\_\_\_

CBF License No. \_\_\_\_\_

PEC/PCATP Registration No. \_\_\_\_\_

**Form-VIII**

[ See bye-laws 89,90 ]

**APPLICATION FORM-I**

**Subject: NO OBJECTION CERTIFICATE FOR SALE AND ADVERTISEMENT OF HOUSING UNITS/FLATS/SHOPS/OFFICES/BUNGALOWS ETC.**

I/We, \_\_\_\_\_ S/D/W/of \_\_\_\_\_

working in the capacity of \_\_\_\_\_

with (Name of Owner/Builder) M/s \_\_\_\_\_

whose registered office is situated at \_\_\_\_\_

(Address of Owner/Builder's Office)

hereby apply for grant of NO OBJECTION CERTIFICATE for sale and Advertisement of Housing units flats/houses/shops/offices etc. at our project namely \_\_\_\_\_

located on Plot No. \_\_\_\_\_

(Address of Project)

The required information/documents are supplied on the prescribed Project Digest form as enclosed.

\_\_\_\_\_  
Signature of CBF Approved  
Architect with Registration  
No. \_\_\_\_\_

\_\_\_\_\_  
Signature of CBF approved  
Builder Reg  
No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant /  
Builder

Name & CNIC \_\_\_\_\_

Name & CNIC \_\_\_\_\_

Name & CNIC \_\_\_\_\_

\_\_\_\_\_  
Seal of the CBF Architectural  
Firm

\_\_\_\_\_  
Seal of CBF Builder /  
Construction Co.

\_\_\_\_\_  
Seal of Owner / Applicant  
/ Owner Construction Co.

Please read the following instructions carefully and follow them strictly while preparing cases for NOC for submission:

1. Incomplete applications or carelessly prepared cases shall be rejected outright. Applications containing incorrect information or mis-representation of facts shall be rejected.

2. Applications for NOC should be made on the original set of forms issued by the Cantonment Board, Faisal on prescribed fee and no Photostat forms shall be accepted.
3. In case the applicant is other than the owner then a registered power of attorney in favour of the applicant duly signed by all owners/partners/Managing Directors of Firm/Housing Society should also be submitted.
4. All enclosures should be according to the format in order and duly flagged. All forms and enclosures, documents and papers etc. should be signed by the Owner/Managing Director and bear seal of the Owner/Builder or by an authorized person including attorney, provided allowed by Cantonment Executive Officer for the reason recorded in the permission so granted.
5. In case of insufficient space for entries, please attach separate sheets for details, duly signed and sealed on each paper.
6. No addition or alteration in the prescribed format of undertaking shall be acceptable.
7. After initial scrutiny, objection/s letter may be issued to which strict compliance shall be required.

## PROJECT DIGEST FORMS

### 1-Details of Project given below:

---

1. NAME OF PROJECT \_\_\_\_\_

---

2. LOCATION OF PROJECT \_\_\_\_\_

---

3. HOUSING UNITS AVAILABLE: Total Nos.

- a. Apartment \_\_\_\_\_
- b. Houses/Bungalows \_\_\_\_\_
- c. Commercial units (Shops) \_\_\_\_\_
- d. Offices \_\_\_\_\_
- e. Show rooms \_\_\_\_\_
- f. Godowns \_\_\_\_\_
- g. Any other information /  
detail if any. \_\_\_\_\_

TOTAL: (Units altogether)

---

4. OWNER/ATTORNEY/AUTHORIZED PERSON      Name: \_\_\_\_\_  
Office Address \_\_\_\_\_  
\_\_\_\_\_

---

5. BUILDER/CONSTRUCTION COMPANY:      Name: \_\_\_\_\_  
Office Address \_\_\_\_\_  
\_\_\_\_\_

---

6. PROFESSIONAL SUPERVISION

Name of CBF approved Architect: \_\_\_\_\_  
Name of CBF approved Structural Engineer \_\_\_\_\_  
Name of the Site Architect \_\_\_\_\_  
Name of Site Engineer \_\_\_\_\_  
Name of Site Supervisor \_\_\_\_\_  
Name of Site Structural Engineer \_\_\_\_\_  
Office Address \_\_\_\_\_

---

7. EITHER PROJECT IS NEW/ON-GOING New/On-Going \_\_\_\_\_  
Date of Start \_\_\_\_\_

8. PLOT CATEGORY Residential/Commercial/Agricultural/Industrial/Flat  
site.  
Plot Category \_\_\_\_\_  
Total Area. \_\_\_\_\_  
Total \_\_\_\_\_ Sq. Yds.

SEAL AND SIGNATURE OF THE APPLICANT / LESSEE  
LESSEE / OWNER

9. PLOT HELD FORM: CDGK/KDA/KMC/Cantt.Board/Pvt.Owner/Board of Revenue  
or other  
Obtained by: \_\_\_\_\_  
Allotment/Auction/Ownership: \_\_\_\_\_  
Purchased from the Market: \_\_\_\_\_  
Held from Auqaf / Trust: \_\_\_\_\_  
Forwarded letter No. \_\_\_\_\_  
Govt. of Sindh \_\_\_\_\_  
Leased Period \_\_\_\_\_

10. ORGANISATION SET-UP OF THE  
OWNER / BUILDER Partnership / proprietorship Firm \_\_\_\_\_  
Limited Firm/Private or Public Concern \_\_\_\_  
Enclosed Memorandum and \_\_\_\_\_  
Article of Association / Certificate \_\_\_\_\_  
From Bank / Registrar of Firms of the \_\_\_\_\_  
Owner/Builder.

11. INCOME TAX REGISTRATION

CERTIFICATE

N.T. NO. \_\_\_\_\_ dated \_\_\_\_\_

Enclosed attested copy of the Income Tax \_\_\_\_\_

Certificate/Assessment \_\_\_\_\_

---

12. FORWARDED FROM THE LESSEE

Enclosed attested forwarded letter Outer Development charges \_\_\_\_\_

---

13. APPROVAL OF AMALGAMATION/

SUB-DIVISION PLAN No. \_\_\_\_\_ dated \_\_\_\_\_

Enclosed attested copy of the plan \_\_\_\_\_

---

\_\_\_\_\_  
SEAL AND SIGNATURE OF THE APPLICANT/LESSEE  
OWNER

### REQUISITE DOCUMENTS

1. OWNERSHIP DOCUMENT

Enclose attested copies of the following documents.

Allotment Order	No. _____	Dt. _____
Possession Order	No. _____	Dt. _____
Ack. Of Possession	_____	
Indenture of Lease / Sub-lease	_____	
Site Plan	_____	
Sale Deed / Gift Deed etc.	_____	
Transfer/Mutation Order	No. _____	Dt. _____
or		
Village Form	_____	

Other documents if any. \_\_\_\_\_

2. APPROVAL OF BUILDING PLAN

i) Approved Building Plan	No. _____	Dt. _____
ii) Type design for each category of Bungalows	No. of storeys allowed: _____	
	Ground plus _____ upper	
iii) Revised/additional & alteration Plan	No. _____	Dt. _____
iv) Completion/occupancy certificate	No. _____	Dt. _____

Total

Units	Total	Covered Area (Sft.)
-------	-------	---------------------

<u>Types</u>	<u>Units</u>	<u>Main + Ancillary</u>
--------------	--------------	-------------------------

:-

(A)  
(B)  
(C)  
(D)  
(E)  
(F)

Plan showing units types and covered area

Calculation for gross and net area of each. \_\_\_\_\_

Plan showing serial No. of Units \_\_\_\_\_

\_\_\_\_\_  
SEAL AND SIGNATURE OF THE APPLICANT / LESSEE

3. TIME SCHEDULE

Date of Starting  
of construction: \_\_\_\_\_  
Present stage of construction \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Reasons for delay, if any: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
\_\_\_\_\_  
Date of handing over possession  
of the units to the allottee: \_\_\_\_\_

Enclosed copies of the proposed  
Work programme ( as attached Page No. 9 )

4. DETAILED PRICE ESTIMATES &  
WORKING OF THE SELLING PRICES:  
1, BOOKED UNITS

Booking Done: Yes/No. \_\_\_\_\_

Period of Booking Booked	Unit Type Commi-	Unit Nos. Price	Booking Price Revised
_____	_____	_____	<u>demanded</u>
A	_____	_____	_____
B	_____	_____	_____
C	_____	_____	_____

\_\_\_\_\_ demanded

A \_\_\_\_\_

B \_\_\_\_\_

C \_\_\_\_\_

Total: \_\_\_\_\_

Unit Price Rs. \_\_\_\_\_ Per sft/unit.

Committed for : \_\_\_\_\_

Price escalation \_\_\_\_\_

Date of competition/handling over \_\_\_\_\_

Unit Type	Revised
"A"	_____
"B"	_____
"C"	_____

escalated price

"A"

"B"

"C"

United Price @ Rs. \_\_\_\_\_ per sft.

Justification for revision:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Enclosed copy of revised price

Enclosed set of documents of sale agreement \_\_\_\_\_  
I/C application form, schedule of payment \_\_\_\_\_  
of the booked units.

SEAL AND SIGNATURE OF THE APPLICANT / LESSEE

II. UNBOOKED UNITS

<u>Types</u>	Nos. of	Nos. of	Nos. of	Total units available for sale _____ Nos.	
				Covered Area with <u>Main</u> <u>Ancillary</u>	Price <u>Demanded</u>
	Apartment	Shops	Offices		
A					
B					
C					
D					
E					
F					

Unit Price @ Rs. \_\_\_\_\_ Per Sft.  
 Terms and conditions  
 of sales to be committed,  
 Date of completion and handing over  
 Possession \_\_\_\_\_

5. UNDER TAKING FROM THE OWNER OF  
 BUILDING ON VALID STAMP PAPER  
 IN THE PRESCRIBED FORM APPENDED  
 (Annexure-1) for:

Clear title and ownership:  
 \_\_\_\_\_  
 Construction according to the approved  
 plan: \_\_\_\_\_  
 Construction according to the approved  
 No previous construction done.  
 \_\_\_\_\_  
 No booking done previously  
 \_\_\_\_\_  
 Committing fixed price and no escalation:  
 \_\_\_\_\_  
 Provision of services and amenities:  
 \_\_\_\_\_

SEAL AND SIGNATURE OF THE APPLICANT / LESSEE

Enclose undertaking in original

No committing excess application booking.  
 \_\_\_\_\_  
 Supervision of construction.  
 \_\_\_\_\_  
 Building strength and quality control.  
 \_\_\_\_\_  
 \_\_\_\_\_

6. UNDERTAKING FORM THE CONSULT- Construction according to the approved  
ING ARCHITECT ON THEIR LETTER plan \_\_\_\_\_  
HEAD IN THE PRESCRIBED FORM Construction according to the approved  
FOR specifications \_\_\_\_\_  
Planning & design of Project \_\_\_\_\_  
Supervision of construction \_\_\_\_\_  
Building strength and quality control  
\_\_\_\_\_  
Follow orders and instruction of  
The Board \_\_\_\_\_  
\_\_\_\_\_  
Enclose undertaking original on the  
Prescribed format \_\_\_\_\_  
\_\_\_\_\_
- 
7. Builder's Licence. Builders Licence No. \_\_\_\_\_  
Enclose attested copy of the  
Licence duty renewed.  
Enclose copy of \_\_\_\_\_  
Assignment deed.
- 
8. DRAFT OF ADVERTISEMENT  
(In English / Urdu only) \_\_\_\_\_  
\_\_\_\_\_  
Enclose draft of proposed  
Advertisement with endorsement of \_\_\_\_\_  
The required information
- 

SEAL OF THE SIGNATURE OF THE APPLICANT / LESSEE



**WORK PROGRAMME FOR THE PROJECT** \_\_\_\_\_  
 (Name of Project)

**BEING CONSTRUCTED ON PLOT NO.** \_\_\_\_\_  
 (Location of Project)

**DATE OF START:** \_\_\_\_\_ **DATE OF COMPLETION:** \_\_\_\_\_

S. NO.	ITEM OF WORK	MONTHS																		REMARKS
		1	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48		
1.	Layout & Setting out Excavation																			
2.	Plinth Work																			
3.	Structure work i/c electrification																			
4.	Block Masonary and fixing of door and windows																			
5.	Plumbing and Sanitation																			
6.	Plastering																			
7.	Flooring with skirting and dado																			
8.	Painting and Glazing																			
9.	Final Finishing																			
10.	Possession																			
	PROGRESS REPORT TO BE SUBMITTED																			

**NOTE:** 1. Indicate exact date of start and completion of the project.

SEAL & SIGNATURE OF OWNER/BUILDER

## SCHEDULE OF PAYMENT-A

(Cash-cum-loan basis)

S.#	Instalment	FLAT TYPE					
1.	On Booking 20%						
2.	On completion of Plinth 15%						
3.	On casting of Roof Slab of Concerned Flat 15%						
4.	On completion of Block Masonry of concerned Flat 10%						
5.	On completion of Sanitary & Plumbing work of concerned Flat 10%						
6.	On completion of Plaster of Concerned Flat 10%						
7.	On completion of Finishing 10%						
8.	On Possession 10%						
	Total Cash						
	Loan Amount						
	Total Unit Price						

NOTE:

The above mentioned prices do not include the documentation charges extra floor and connection charges. The details of above mentioned charges should be clearly indicated on the Application Form and obtain clearly the sign of the allottee at the time of booking.

The price of units are average and prices applicable for 2<sup>nd</sup> floor over price of all items include in the approved specification of construction.

\_\_\_\_\_  
SEAL AND SIGNATURE OF OWNER/BUILDER

**SCHEDULE OF PAYMENT - B**  
(Cash-cum-loan basis)

	Project" _____
	Location _____
	Date of Completion _____
1. Booking Amount	_____
2. Allocation Amount	_____
3. Confirmation of Allocation	_____
4. Start of Work	_____
5. ____ Monthly Instalments	_____
6. Quarterly / six monthly / yearly Instalment (if applicable)	_____
7. Completion of Plinth (if applicable)	_____
8. Casting of Slab (if applicable)	_____
9. Start of Block Masonry (if applicable)	_____
10. On Start of Sanitary & Plumbing Work (if applicable)	_____
11. On Start of Plaster Work (if applicable)	_____
12. Start of Finishing Work (if applicable)	_____
13. On Possession	_____
TOTAL CASH AMOUNT	_____
LOAN AMOUNT	_____
TOTAL UNIT PRICE	_____

NOTE:

The above mentioned prices do not include the documentation charges extra floor and connection charges. The details of above mentioned charges should be clearly indicated on the Application Form and obtain clearly the sign of the allottee at the time of booking.

The price of units are average and prices applicable for 2<sup>nd</sup> floor over price of all items include in the approved specification of construction.

\_\_\_\_\_  
SEAL AND SIGNATURE OF OWNER/BUILDER

Office Address \_\_\_\_\_  
\_\_\_\_\_

M/s. \_\_\_\_\_

Telephone/Email/Fax No. \_\_\_\_\_  
\_\_\_\_\_

(Name of Owner/Builder)

Dated: \_\_\_\_\_

(Address of the Builder's Office)

## APPLICATION FORM-II

Subject: Application for allotment of Flat/Bungalow/Shop/Office/Showroom at the project \_\_\_\_\_ being constructed on \_\_\_\_\_  
(Name of Project)

Plot No. \_\_\_\_\_  
(Location of the project)

Dear Sir,

I, the undersigned hereby request to please register my name for the allotment of flat/bungalow/shop/ office showroom in your project:

\_\_\_\_\_ located on \_\_\_\_\_  
(Name of Project)

Plot No. \_\_\_\_\_ Karachi, on cash/cash-cum-loan basis.  
(Location of the project)

The following particulars are true to the best of my knowledge and belief.

1. NAME: \_\_\_\_\_
2. FATHER'S NAME \_\_\_\_\_
3. ADDRESS (i) Residential \_\_\_\_\_  
(ii) Office \_\_\_\_\_

4. TELEPHONE Office \_\_\_\_\_ Residential \_\_\_\_\_
5. N.I.C No. \_\_\_\_\_
6. At Least One Reference in case of non availability of applicant. \_\_\_\_\_
7. AGE: \_\_\_\_\_
8. NATIONALITY: \_\_\_\_\_
9. OCCUPATION: \_\_\_\_\_
10. EMPLOYEES NAME & ADDRESS: \_\_\_\_\_
11. IN CASE OF BUSINESS, GIVE, \  
DETAILS OF BUSINESS \_\_\_\_\_
12. ASSIGNEE: \_\_\_\_\_
13. NO. OF DEPENDENTS \_\_\_\_\_
- (i) Wife & Children \_\_\_\_\_
- (ii) Dependents \_\_\_\_\_
- (iii) In case of death or otherwise nominee. \_\_\_\_\_
14. CHOICES FLAT/TOWN HOUSE / SHOP/OFFICES/SHOWROOM ETC. i) \_\_\_\_\_ ii) \_\_\_\_\_
- APPLIED FOR:
- (i) Floor \_\_\_\_\_
- (ii) Corner / Central / Park Facing \_\_\_\_\_
- (iii) Facing Main/Side/Rear Road \_\_\_\_\_
- (iv) West Open \_\_\_\_\_
- (v) Other detail if any \_\_\_\_\_
15. TOTAL PRICE Rs. \_\_\_\_\_ Rs. \_\_\_\_\_ Rs. \_\_\_\_\_
- Cash Cash
- Total
16. WETHER ANY LOAN HAS BEEN TAKEN BY YOU OR IN THE NAME OF YOUR FIRM FROM HOUSE BUILDING \_\_\_\_\_ FINANCE CORPORATION OR ANY \_\_\_\_\_

OTHER LOAN GIVING AGENCY \_\_\_\_\_  
OR YOUR DEPTT. IF ANY APPLICA-  
TION MADE, SO WITH WHAT  
RESULTS. \_\_\_\_\_

I do hereby declare that I have read and understood the terms and condition of the allotment of flat/shop/office/showroom etc. and accept the same and further declare that I shall abide by the existing rules & regulations, conditions, requirements etc. Which many be prescribed by you and approved by the Board for the purchase of flat/house/shop/office/showrooms in this project. I also agree to make payment of the price according to the approved schedule of payment partly in cash and partly by arranging loan. I also agree to become a member of the Association/Society which will be formed to look after the common and general service and will regularly pay the fees, etc. as may be decided by the Society/Association subject to law.

A crossed cheque/pay order bearing No. \_\_\_\_\_  
dated \_\_\_\_\_ amount to Rs. \_\_\_\_\_ as registration fee \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF APPLICANT / LESSEE WITH DATE

Dated \_\_\_\_\_

Signature of Owner/Builder with Date

**N.B.**

- 1) In case of female / minor application having no source of income, the particulars of his/her husband/guardian/sponsor should be given.
- 2) Item 14 and 15 should be counter signed by the Owner / company representative while accepting the application form as token of approval of the price and choice of the units applied for:
- 3) The approved form of documents including terms and conditions, specification, Application form and Schedule of payment shall from part of the Agreement for the allotment of the units and will be signed both by the owner and the applicant.

## ALLOCATION RECEIPT

The application of Mr./Mrs./Miss./M/s. \_\_\_\_\_  
for the allotment of Flat/shop/house/offices/showroom is hereby accepted and allocation is  
made on the following terms and conditions.

- i) Unit No. allotted
- ii) Floor No.
- iii) Covered Area :
- iv) Commitment, if any
- v) Location of the Unit.

Final allotment letter shall be issued after 3 months on \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF OWNER/BUILDER

### TERMS & CONDITIONS FOR ALLOTMENT OF FLAT/HOUSE

Project \_\_\_\_\_

Location \_\_\_\_\_

\_\_\_\_\_

#### 1. NAME AND LOCATION OF THE PROJECT:

The name of the Project shall be “\_\_\_\_\_” which is being  
constructed on Plot No. \_\_\_\_\_

The units will consist of \_\_\_\_\_ storey.

#### 2. BOOKING:

The flat / house / shop / office is offered for sale on ownership / sub-lease basis and  
the same shall be booked on “first-come-first served” basis. The terms and conditions,  
specifications, schedule of payment and application form etc. shall be signed both by  
Builders and the allottees and will form point of the Contract Agreement for allotment  
of the flat/ house. The flat No. floor and the total price and commitment, if any,

shall be confirmed by the Builder in the Provisional Allocation letter to be issued by the Builder at the time of booking.

**3. TERMS OF OFFER OF SALE:**

The flat/house/shop/godown is offered for sale on cash/cash-cum-loan basis and by virtue of the sale and lease / sub-lease to be executed for \_\_\_\_\_ years the allottee shall own the Building structure of his unit and the share of the price of loan of the unit with other allottees above and below.

**4. PRICE OF FLAT/HOUSE:**

The price of the flat/house/shop/godown is fixed price and is offered on fixed price and no escalation basis, except unforeseen circumstances and unbearable changes in National Price Structure of Building Material, National Calamity, Force measure, War Strike, delay on payment from Allottees. The price shall neither be increased nor escalated by the Builder except with prior approval of Cantt. Board, Faisal.

**5. CONFIRMATION OF THE ALLOTMENT:**

The terms and conditions of the allotment shall be confirmed and final by the allotment letter, which shall be issued, after three months of booking but not later than one week on expiration of three month.

**6. PAYMENT OF INSTALMENTS:**

The payment of instalments shall be made by the allottee strictly according to the schedule of payment annexed. In case of failure a fifteen days notice shall be issued through Registered A/D/TCS on the last given address including on the reference address provided by the applicant and if the allottee fails to make payment within this period then another notice will be issued to him/her extending the period upto another thirty days as given earlier. If even after the second notice the allottee fails to pay the amount due the Builder shall be at liberty to cancel the allotment of booked unit flat/shop/house or may charge interest on un-paid instalments at the prevailing bank rate. In case of cancellation, such information shall be given/ provided to the allottee in the manner notice was required to be served upon and in addition to builder shall advertise such cancellation in any daily newspaper the builder shall refund the deposited amount after deduction of ten percent of the total price & such refund will be made after completion of the project or after thirty days to rebooked the same unit. The builder shall be bound to endorse the copy of cancellation letter along with newspaper

to the Cantt. Board, Faisal within forty eight hours for information and shall not re-book the unit within thirty days from the receipt of information by Cantt. Board, Faisal.

**7. AVAILABILITY OF LOAN:**

The loan amount is an anticipated amount, which will be obtained from any loan given agency / House Building Finance Corporation. However, the grant of loan shall be subject to availability of funds with loan given agency / HBFC and compliance of the requirements by the allottee. If loan is not granted by loan given agency / HBFC for any reason the allottee shall make arrangement for payment of that much amount from her/his own resources, however extra time of at least six months shall be given to the allottee to pay the loan component to the Builder. The repayment of the loan instalments shall be made by the allottee/borrower to loan given agency / HBFC as and when it falls due as per rules of loan given agency / HBFC. The allottee/borrower will abide by the arrangements of loan, which the company shall finalize on his/her behalf and will follow rule and regulations and orders and instructions of loan given agency / HBFC in this regard.

**8. DOCUMENTATION & CONNECTION & METER CHARGES:**

Documentation charges for sub-lease and loan connection and meter charges for electricity, water and gas shall be demanded from the allottees as the same are not included in the prices of flats/houses/shops/showrooms/offices etc. The allottee will extend full cooperation to the company to enable them to complete the formalities for lease and loan within three months of the booking , however builder is bound to give detail of such expenses to the allottee/authorized person.

**9. CONSTRUCTION THE CONFORM TO THE PLAN & SPECIFICATIONS:**

The building shall be constructed strictly according to the approved plan and specifications and minor changes, if any, shall be made by the company with prior consent of the allottee in writing and under intimation to the Cantonment Board.

**10. SUB-LEASE EXECUTION:**

The sub-lease of the flat/house/shop/office shall be executed in favour of the allottee after the allottee has made payment of the outstanding amount upto that time as well as cost of sub-lease documentation charges and registration fee, and legal expenses etc. as specified in the schedule of payment. The allottee will extend full cooperation to the

Company in connection with the execution of the sub-lease, however detail of expenses shall be provided to the allottee, if allottee so desires.

**11. AVAILABILITY OF SERVICES:**

Although the company would make every effort to obtain permanent domestic water, electric and gas connections and meters in the name of individual allottee at the earliest and will make timely payment to the authorities in connection with these services, the availability of the above mentioned services are dependent on the authorities and the company accepts no responsibility if the availability of these services is delayed not due to fault in part of the builder.

**12. SURRENDER OF ALLOTMENT:**

The allottee if so wishes, can withdraw his/her allotment of the flat on surrendering the original letter of allotment/allocation to the company and in this event the company will refund to the allottee all the amount deposited till that time after deduction of ten percent of the total price of the unit as establishment/service charges same as back para clause-6. However, in case of further delay in refunding by the builder a surcharge at prevailing bank rate shall be paid to the allottee on the amount to be refunded.

**13. SUBLET & TRANSFERS OF ALLOTMENT:**

The allottee will not sublet, transfers or sell his/her booked unit to any one before taking possession without prior written permission of the company. The company may allow such transfer on receipt of payment of all outstanding dues upto that time and transfer fee mutually agreed amount in lieu of expenses in connection with documentation done, however no transfer fee shall be charged in case the transfer is required to his blood relative.

**14. DELAY IN TAKING OVER POSSESSION:**

The allottee shall take over possession of the booked unit within fifteen days of receipt of the intimation letter from the Company after obtaining proper occupancy certificate from the Board. In case of delay the company shall charge Rs. \_\_\_\_/- per month from the allottee for care taking of booked unit in good condition.

**15. COMPLETION OF THE PROJECT:**

The company will complete the project and handover physical possession of the booked units completed in all respect to the allottee by \_\_\_\_\_. In case of delay in handing over possession the company shall pay interest to the allottee at prevailing bank rate on the total amount paid for the period of delay and vice versa having for specific reason prevailing in those days, Cantonment Executive Officer in his/her discretion can relax this condition.

**16. MAINTENANCE CHARGES:**

The allottee shall pay in advance at least six to twelve months maintenance charges to the company at Rs. \_\_\_\_/- per month while taking over possession of booked unit to make regular payment of outstanding bills and charges of the various Departments and pay to maintenance staff e.g. Chowkidar, Electrician, Sweeper etc. employed for proper up keep of the project. However, proper account, shall be maintained by the company and the same shall be transferred to the Allottee's Association as and when formed. In case of violation of this clause if this amount appropriated the allottee has a right to sue the responsible.

**17. ABANDONMENT OF THE PROJECT:**

If, for any reason, the project is abandoned the company will refund the total amount received to the allottee within thirty days of the announcement to this effect with interest at prevailing bank rate on the total amount received for the whole period.

**18. MAINTENANCE PERIOD:**

The company shall be responsible for maintenance of the project for a period of twelve months after handing over possession of unit and all defects shall be rectified to the satisfaction of the Board. However, in case of delay in provision of individual domestic connection and meter for electricity and gas etc. the maintenance period will also be extended accordingly.

**19. ARBITRATION:**

All disputes of the Builder and the Allottee relating to the flat/house/Shops/Godowns etc. shall be referred to the Board for arbitration and the decision of the Board may be appealed before the Director, ML&C, Karachi Region whose decision shall be final and binding on both the parties.

**20. MAINTENANCE OF COMMON SERVICES AND AMENITIES:**

Car parking and amenity areas in the project shall neither be converted nor mis-utilized or rented out but will be used exclusively for the benefits of the residents of the flats.

**21. ORDERS AND INSTRUCTIONS OF THE BOARD:**

Besides the above terms and conditions the order and instructions of the Board issued from time to time in this regard shall be followed strictly.

**22. FORMATION OF ASSOCIATION / SOCIETY:**

The maintenance of the services and amenities at the project will be finally looked after by the allottees who would form an Association/Society to handle the affairs of the project. The right of easement appurtenances and other common rights shall also be transferred to such Association/Society when formed.

**23. PAYMENTS:**

All payments shall be made by the allottee by cheque / pay order / bank draft / cash in the name of M/s. \_\_\_\_\_ and sent or deposited at their office at: \_\_\_\_\_.

\_\_\_\_\_  
**SIGNATURE OF THE OWNER / LESSEE  
APPLICANT// BUILDER WITH DATE**

\_\_\_\_\_  
**SIGNATURE OF THE  
ALLOTTEE WITH DATE**

Project \_\_\_\_\_  
Location \_\_\_\_\_

## **SPECIFICATION OF CONSTRUCTION FOR APARTMENT/BUNGALOWS/ SHOPS/SHOWROOMS/OFFICES**

### **1. STRUCTURE (Should be seismic calculation)**

RCC structure with columns beam and slab with spread footings and U/G and overhead tanks using 1:2:4 concrete with graded screened bajri using ordinary Portland cement/sulphate resisting cement.

### **2. PORTION WALLS**

1:3:6 cement concrete blocks masonry walls six inches & four inches thick solid / hollow.

### **3. DOOR WINDOWS & VENTILATORS**

- a) Wooden / steel door frames and one and half inches thick commercial ply shutters of approved manufacturer with mortice locks and best quality brass fittings and wooden beading.
- b) Wooden / aluminium windows/ventilators with three mm plain glass.

### **4. PLASTER**

Half inch thick cement plaster 1:4 mix to inside walls and ceiling and three-fourth inch thick cement plaster to outside walls.

### **5. FLOORING**

- a) one and half inch thick mosaic floor / marble.
- b) Skirting four inch high in grey mosaic in all rooms.
- c) Tiles upto four feet. high in all bathrooms.

### **6. PAINTING & FINISHING**

- a) Inside walls and ceiling painted with oil bound distemper.
- b) Outside walls treated with snowcem / durocem.
- c) Doors finished with enamel paint.

### **7. WATER SUPPLY & SEWERAGE LINES**

- a) Water supply lines of GI pipes concealed.
- b) Sanitary lines of AC and R.C.C. pipes.

**8. BATHROOMS & W.C. FITTINGS**

- a) Two WC nineteen inches size with three gallon C.I. cistern one English WC.
- b) Two wash basins twenty four x eighteen inches size Pak made.
- c) One tap in each bathroom and WC.
- d) Shower rose four inch dia in bathroom.

**9. KITCHEN**

- a) RCC Platform one and half feet wide finished with mosaic topping.
- b) One stainless steel sink with drainage board eighteen x thirty six inches size.

**10. ELECTRIFICATION**

- a) Wiring will be concealed.
- b) The following points will be provided in each unit.
  - i) Fan points \_\_\_\_\_ Nos.
  - ii) Light points \_\_\_\_\_ Nos.
  - iii) Plug points \_\_\_\_\_ Nos.
  - iv) Bell point \_\_\_\_\_ Nos.
  - v) Power Plug \_\_\_\_\_ Nos.

**11. GAS SUPPLY**

Sui gas point in kitchen.

**12. EXTERNAL DEVELOPMENT**

- a) Complete water supply system with U/G and O/H tank with pump motor including connection from KW&SB main.
- b) Complete sewerage system.
- c) RCC staircase with mosaic finish and wooden railing.
- d) Paved car parking between blocks of building.
- e) Compound wall and gates.
- f) Parapet wall on roof.
- g) Compound lighting.

**13. ADDITIONAL FACILITIES**

- a) Aluminium windows and ventilators.
- b) Mosaic in white cement.

- c) Glazed tiles in bathroom.
- d) Hot and cold water lines.
- e) American Kitchen cabinets.
- f) Power Plug.
- g) Gas point for geysers.

**14. LIFT (APPLICABLE ABOVE FOUR FLOORS BUILDING)**

**15. STANDBY GENERATOR**

**SEAL & SIGNATURE OF OWNER / BUILDER / LESSEE**

**UNDERTAKING FROM ARCHITECT**

I, \_\_\_\_\_ working in the capacity of Architect with \_\_\_\_\_, having their office at \_\_\_\_\_, hereby undertake on behalf of their firm as follows:

1. That we have assigned by M/s. \_\_\_\_\_ the work of planning design and supervision of construction of the project “\_\_\_\_\_” on Plot No. \_\_\_\_\_ Faisal Cantt. Karachi, having housing/flats/shops/showrooms/office units intended to be offered for public sale through advertisement.
2. That we have done planning and design of units in the project according to the Cantt. Board, Faisal building bye-laws, and the Plans have been approved by the Board vide their letter No. \_\_\_\_\_.
3. That we will supervise the construction work through all stages of execution and will do the work strictly according to the approved plan and specifications.
4. That we will not make changes in the approved plans without approval to the Board.
5. That we will be responsible for all defects in planning design and construction of the project.
6. That we will be responsible for building strength and quality control.
7. That we will follow all orders and instructions given by the Board in this regard.

**SEAL AND SIGNATURE OF CBF APPROVED ARCHITECT**

**UNDERTAKING FROM BUILDER**

**Rs. 10/- Stamp Paper**

I \_\_\_\_\_ S/o. \_\_\_\_\_  
working in the capacity of \_\_\_\_\_ with M/s.  
\_\_\_\_\_ hereby undertake on behalf of the Owner/Builder as  
under:

1. That we are constructing the Project “\_\_\_\_\_” on Plot No. \_\_\_\_\_, Karachi and the housing/flats/shops/showrooms/offices/units will be offered for sale to the public through advertisement.
2. That we will carry out the construction strictly according to the approved plan and specifications.
3. That we will use standard material for construction as required under the code of practice specified.
4. That we will not mis-represent the facts in advertisement in respect of plan, specifications and date of completion etc. as approved by the Board.
5. That we have not started the project as yet and intend to start on \_\_\_\_\_.
6. That we shall not entertain/register either directly or indirectly or through some agents applications for booking of units in excess of the numbers in approved plans.
7. That we will honour all commitment made by the Owner/Builder or authorized booking agent, if any, in respect of construction and sale of the units.
8. That we will provide the services e.g. water supply, sewerage disposal etc. and will make full effort to arrange electricity and gas supply through the concerned authorities to all allottee’s of the unit as early as possible.
9. That we will complete the formalities for lease / sub-lease and loan from the relevant Departments and will render assistance to the allottees to get the sub lease executed and obtain loan from HBFC with a reasonable period.
10. That the Architectural/Structural plans have been prepared by the following professionals:
  1. Lic. Architect:
  2. Lic. Structural Engineer.

11. That supervision of construction at site shall be undertaken by Engineer Mr. \_\_\_\_\_ Lic. Engineer No. \_\_\_\_\_  
( Willingness attached on Stamp Paper )
12. That we will intimate the Board in case of any change in the above professional set up at any time. That supervision of construction at site shall be undertaken by Structural Engineer  
Mr. \_\_\_\_\_ Lic. No. \_\_\_\_\_.  
( Willingness attached on Stamp Paper )
13. That the ownership and title of the project is clear and no legal proceedings/dispute of sale of land or allotment of units to buyers is pending in any court of law, or Govt. Agencies etc.
14. That in case of litigation or dispute with the owner/allottee due to which the progress of work is likely to be effected we will intimate the allottee about the situation and will deal with the matter according to the provision of Board rule & amended upto date.
15. That we will not sell transfer the plot and the project to any other person without prior approval of the Board.
16. That we will follow the provision of rule regulation of Board & amended upto date.
17. That we have completed all the projects taken up previously in time and handed over possession of the units and there is no complain in respect of any allottee of the units and therefore, we carry good reputation in the building industry.
18. That we have not appointed any booking agent for this project.
19. That we will carry all orders and instructions giving by the Board in this regard.

Karachi

Dated :

**Signature of the Owner/Builder**

**With Lic. No.**

.....

**SEAL OF THE BUILDER/CONSTRUCTION COMPANY**

**FORM-IX**  
**[ See bye-law-125]**

**LAND DEVELOPMENT PERMIT**

Office of the Cantonment Board,  
Faisal Karachi..

To

\_\_\_\_\_

\_\_\_\_\_

SUBJECT:- MUNICIPAL APPROVAL OF \_\_\_\_\_.

Reference your application No. \_\_\_\_\_ dated \_\_\_\_\_ forwarding layout plan \_\_\_\_\_ for municipal approval by this office.

Layout plan of your scheme namely \_\_\_\_\_ Faisal Cantonment is hereby approved from the town planning / municipal point of view subject to the following conditions : -

1. This permission shall always be subject to clear title of land.
2. Individual building plans shall be approved by the Board.
3. Any underground or overhead services with right of ways passing through the site should be taken care of to the satisfaction of the concerned agency.
4. In case of any litigation arising out of the land in question or due to any other reason the same would be resolved by you at your risk and cost. The Board shall not be responsible for such litigations in any way.
5. Internal development of your township (details given below) shall be provided by you at your own cost:-
  - a. Metalled roads,
  - b. Streets,
  - c. Lanes,
  - d. Footpaths
  - e. Electrified and operational street lighting,
  - f. water supply system containing main lines, distribution lines, house to house connection (Fully operational with sufficient water to cater

for the needs of plot holders, watering of parks etc. Including water pumping stations/underground and overhead Tank)

- g. sewerage system containing main lines, distribution lines, house to house connections fully operational with proper arrangements for disposal of sewerage of entire township,
- h. house to house gas, electricity and telephone connection shall also be your responsibility.

*NOTE: —* All the aforementioned development shall be carried out by you strictly in accordance with layout plan as approved by this office (the Board shall not be responsible for provision of such development in any way) Also the Board shall not take over maintenance of roads, water supply, sewerage, street lighting etc. in your housing scheme unless and until the same are fully developed and made operational by you to the complete satisfaction of the Board (At the time of sale/lease of plots, etc to individuals you shall inform said individuals of this clause).

- 6. Site of the project shall be kept open for inspection by authorized officers of the Board as and when such inspection is required to be carried out by the letter.
- 7. You shall comply with notified bye-laws on the subject of development of private lands, in letter and spirit also with, all regulations, directions issued by the Government in the matter from time to time.
- 8. In case of any mis-representation of facts or any changes in layout plan approved by this office or if any of the aforesaid conditions are not adhered to by you at stage, this permission shall automatically stand canceled and a notice shall be given by the Board in the newspapers informing general public of the said cancellation. (This notice shall be published in addition to any other penal action that the Board may decide to take against you under law or under any other existing Government regulations etc on the subject).

Encl: Copy of layout plan of duly approved/stamped from the Municipal point of view (sets).

Cantonment Executive Officer  
Faisal Cantonment:

**FORM-X**  
**[ See bye-law-129(a),(b)(ii)]**

**APPLICATION FOR DEVELOPMENT PERMIT**

The  
Cantonment Executive Officer,  
Faisal Cantonment.

I/We hereby submit an application for development permit (i.e. approval of layout plan) of land measuring \_\_\_\_\_ acres situated at \_\_\_\_\_  
Faisal Cantt; along with necessary documents and particulars given under;

1. Name address and parentage of the owner / owners of land.
2. Name address and parentage of developer with address.
3. Name address and parentage of Registered Town Planner preparing the plan.
4. One copy each of the National Identity Card of the aforesaid.
5. Detailed location of the area.
6. Certified copy of documentary evidence providing rightful ownership or lease.
7. Undertaking on stamp paper to the effect that in case of any dispute, litigation or court case, the developer and not Cantonment Board shall be responsible for the same.
8. Maps and plans (six copies and one original each on any scale required by the Cantonment Board).
  - a. Physical survey map, prepared by a qualified Town Planner.
  - b. Site plan showing boundary lines of the site and tract.
  - c. Official Survey Number.
  - d. Proposed layout plan at a scale not more than 1:5000 or not less than 1:1000 together with block plans:
  - e. Location, width and grades of streets and other public ways.
  - f. Location and dimensions of proposed parks, playground etc.
  - g. Areas to be set aside for non residential use, including community facilities.
  - h. Time Schedule and phasing of development works.
  - i. Types of sub-leases to be executed with individuals.
  - j. Official receipt as a token of payment of scrutiny fee.

A. Signature: \_\_\_\_\_  
Owner/Lessee/Allottee Attorney  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_

B. Name & Signature of Registered Town Planner with No. \_\_\_\_\_

**FORM-XI**  
**[See bye-law-129(b)(viii)]**

**UNDERTAKING**

I/We \_\_\_\_\_ N.I.C. No. \_\_\_\_\_ S/O. D/O. W/O. \_\_\_\_\_ Muslim,  
adult do hereby solemnly affirm/declare on oath as under : -

1. That we are/I am the lawful owner/attorney of land bearing survey No. \_\_\_\_\_ situated at \_\_\_\_\_ and am fully aware of facts of the case.
2. That the entire land is in our/my possession.
3. That there is no dispute against the said land, nor is there any court case, litigation, reference with ombudsman nor any order passed by any court regarding status of the land etc.
4. That in the event of any future dispute, court or any other case or reference with ombudsman, the same shall be communicated to the Board for information.
5. That in case of any dispute or litigation I/We shall settle the same myself/ourselves. The Board shall not be responsible for such litigation etc. in any manner.
6. I/We also state that we have read and understood Cantonment Board Bye-Laws on the subject of development of private lands in detail and shall abide by the same in letter and spirit and shall also follow all orders and instructions issued by the Board/CEO in the matter from time to time.
7. That We/I shall follow the approved layout plan for purposes of development in letter and spirit and shall provide (at our/my own cost) all development/amenities at site as required under the Board's development bye-laws.

**DEPONENT:**  
Signatures

**SCHEDULE-I**

**[See bye-law-129(b)(ix), 130, 132(1)]**

Current payable fees to the Board shall be as follows, unless modified by the Board subsequently;

<b>Sr. No</b>	<b>Description</b>	<b>Proposed Rates</b>
i.	<b><u>APPROVAL OF LAYOUT PLANS:</u></b> (a) For up to five acres (b) For six acres to ten acres (c) (c) Above ten acres	Rs. 0.50 million per acre Rs. 0.60 million per acre Rs. 0.70 million per acre
ii.	Approval of Revised Layout Plan	Fifty percent (50%) of the corresponding approval rate as of serial (i) above
iii.	Sub-division fee for residential plot	Rs. 500 per sq. yard
iv.	Sub-division fee for commercial/amenity plot	Rs. 1,000 per sq. yard
v.	Amalgamation fee for residential plot	Rs. 600 per sq. yard
vi.	Amalgamation fee for commercial/amenity plot	Rs. 1,200 per sq. yard
vii.	NOC for petrol Pump/CNG	Rs. 0.25 million lump sum
viii.	Copying fee of building/layout plan	Rs. 500 per copy
ix.	Copying fee	Rs. 100 per copy
x.	Land use change(residential to commercial )fees	Fifty percent (50%) of the categorized commercial values of "Table of Valuation (TOV) For Land Disposal

---

[No.7/2/Budget/ML&C/94/978/D-6(A-VI/2008)]

**MUHAMMAD ZUBAIR DAR**  
*Section Officer.*