



**PHA FOUNDATION  
MINISTRY OF HOUSING & WORKS**

No. PHA-F/13<sup>th</sup> –Board Meeting/2014/324  
February 7, 2014

**SUBJECT: MINUTES OF 13<sup>TH</sup> MEETING OF THE BOARD OF DIRECTORS (BOD) OF PHA FOUNDATION.**

I am directed to enclose copy of approved minutes of 13<sup>th</sup> meeting of the BoD of PHA Foundation which was held on January 22, 2014 at 0900 hours in the Committee Room of Ministry of Housing & Works please.

**Encl: As above**

*Zaheer*  
7/2/14  
(Zaheer Hasan)  
Director (Admin)/  
Company Secretary

**Distribution:**

1. Barrister Usman Ibrahim,  
Minister of State for Housing  
& Works/ Chairman, PHA  
Foundation, Islamabad.
2. Mr. Seerat Asghar,  
Secretary Housing & Works,  
M/o Housing & Works, Islamabad.
3. Mr. Omer Rasul,  
Joint Secretary,  
M/o Housing & Works,  
Islamabad.
4. Mr. Ruhail Muhammad Baloch,  
FA (Works) / Joint Secretary,  
Finance Division, Islamabad.
5. Mr. Sanaullah Aman,  
Member Engineering,  
CDA, Islamabad.
6. Mr. Malik Zafar Abbas,  
Director General (FGEHF),  
FGEHF, Islamabad.
7. Mr. Shah Din Sheikh,  
Joint Engineering Advisor,  
M/o Housing & Works,  
Islamabad.
8. Mr. Atta-ul-Haq Akhtar,  
Director General,  
Pak PWD, Islamabad.
9. Mr. Aurangzeb Maral,  
Deputy Secretary (Admin)  
M/o Housing and Works,  
Islamabad.

**CC:**

1. Mr. Hassan S. Haqqani, Managing Director, NCL, Islamabad.
2. All Directors, PHA Foundation.
3. PS to MD/ Chief Executive Officer, PHA Foundation, Islamabad.

## MINUTES OF THE MEETING

**SUBJECT: 13<sup>TH</sup> MEETING OF THE BOARD OF DIRECTORS (BOD) OF PHA FOUNDATION HELD ON JANUARY 22, 2014.**

13<sup>th</sup> meeting of the Board of Directors, PHA Foundation was held under the Chairmanship of Honorable Minister of State for Housing & Works/ Chairman, PHA Foundation on January 22, 2014 at 0900 hours in the Committee Room of Ministry of Housing & Works. List of participants is annexed at page # 21.

The meeting started with recitation of the Holy Quran. The MD, PHA Foundation gave a detailed briefing to the members of the Board regarding decisions of the 12<sup>th</sup> Board meeting held on December 16, 2013 and a quick recap on the implementation of the decisions of previous Board meeting was shared with the members of the Board. Afterwards business as per following agenda items was conducted:

### AGENDA ITEM NO.1

#### CONFIRMATION OF MINUTES OF 12<sup>TH</sup> BOD MEETING

*MS*  
*7/2/2014*

The Managing Director/ Chief Executive Officer, PHA Foundation briefed the Board and stated that minutes of 12<sup>th</sup> BoD meeting held on December 16, 2013 were circulated among the members. However, no objection has been raised/received; therefore, the Board may confirm the minutes of the 12<sup>th</sup> BoD meeting.

#### DECISION:

**The minutes were confirmed unanimously.**

**DETAILED PRESENTATION BY M/S ACE (PVT) LTD. ABOUT  
THE INFRASTRUCTURE OF G-10/2 PROJECT**

In order to take up infrastructure work at D-type apartments G-10/2, Tender was floated during November, 2010 and M/s Kaizen Staco (JV) stood first lowest with the bid cost as Rs.149.256 Million. However, work was not awarded and tender called was cancelled on the ground that building work progress was much behind the schedule.

2. Again tender for execution of infrastructure work was called on October, 2011 and M/s Abid Brothers was the first lowest with bid cost of Rs.197.676 Million. Accordingly Letter of Acceptance was issued on 8-05-2012. However, this time again no formal agreement with the Contractor was drawn on same grounds that building work was stopped on account of various inquiries.

3. In order to complete D-type apartments' execution, the infrastructure work is to be carried out side by side with the building work for which case is placed before the Board to decide for award of work to M/s Abid Brothers or otherwise.

4. In this context M/s ACE (Pvt) Ltd. briefed the BoD regarding scope and design of the project and thereafter the Board gave following decision:

**DECISION:**

Meeting with M/S ACE (Pvt) Ltd. will be called at a later date to discuss the issue of G-10/2 project.

*Tawar*  
*7-2-14*

**UPDATE REGARDING SEVEN (07) STALLED PROJECTS AND PAYMENTS RELATED TO SUCH PROJECTS**

The Managing Director, PHA Foundation gave a detailed presentation on current status of seven stalled projects.

2. The Secretary Housing & Works/ Deputy Chairman, PHAF Mr. Seerat Asghar appreciated the efforts of Director (Land & Estate), Mrs. Syeda Shafaq Ali for actively pursuing the sale of B – type apartments, Wafaqi Colony, Lahore project and selling all the B-type apartments.

3. After detailed deliberations following decisions were given by the Board:

**DECISIONS:**

1. The Board authorized payment of following bills regarding Seven Stalled Projects and their revised completion dates:

SN	Project	Name of Contractor	Old Pending Bills Gross Amount (Rs. in Million)	New Bills (Rs. in Million)	Expected Completion Date
1	400 E-Type apartments at G-11/3, Islamabad	M/s Abdul Majeed & Co	47.56	--	30-5-2014
2	Infrastructure works for C&E-Type apartments at G-11/3, Islamabad	M/s Abdul Majeed & Co	0.395	22.388	30-5-2014
3	60 D-Type apartments at Wafaqi Colony, Lahore	M/s Ifco	0.268	9.107	30-4-2014
4	60 E-Type apartments at Wafaqi Colony, Lahore	M/s Ifco	1.64	7.244	30-4-2014
5	11 Shops near UET, Lahore	M/s Toor Trading	--	4.18	--

2. The Contractors will begin work on above mentioned projects immediately and complete it within the specified time.
3. The payment to Contractor for “60 D-Type Apartments at Wafaqi Colony, Lahore Project” is to be released subject to renewal of Performance Guarantee.

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4. Payment from allottees is to be collected for D and E type apartments in Wafaqi Colony, Lahore in 3 installments. Letter be dispatched in a timely fashion for collection of funds for D & E type apartments.
5. For the time being the issue of payment of "368 D-Type Apartments at G-10/2, Islamabad Project" may be kept pending till improvement of financial outlook.
6. The work on the roof of 11 shops near UET, Lahore should begin before handing over possession of the shops to allottees. A Clause in the Agreement of Sale be inserted stating that the sale pertains to shop's ground floor only.
7. The Finance Division's instructions and Financial Rules are to be strictly followed while investing PHA funds.
8. The amounts/ deposits of projects shall be maintained in separate accounts and money of one project is not to be put in another project's account.

**BRIEFING BY THE ENGINEER ABOUT NUMBER OF PLOTS  
FALLING IN FILLED AREA AND EXCAVATED AREA**

The Engineer, Mr. Mian Moenuddin Kakakhel gave a detailed presentation in 12<sup>th</sup> BoD meeting held on December 16, 2013 about the technical and engineering aspects of Kurri Road project and the reasons that why it was being delayed. Thereafter the Board decided that:

**“The Engineer, Mr. Mian Moenuddin Kakakhel will work out the actual cost of clearing the filled plots. He will also work out the exact number of plots falling in the filled areas. He will present his findings in the next Board meeting.”**

Accordingly Mr. Kakakhel briefed the Board and suggested future course of action to expedite the start of work on the project.

In light of the presentation given by The Engineer, the Board made following decisions

**DECISIONS:**

1. No construction should be done on plots filled by more than 3 feet.
2. Allottees may be contacted and their consent may be received for construction of basement on those plots on which fill is more than 3 feet.
3. A Committee comprising the allottees would be formed to ensure expeditious implementation of the scheme in the most transparent and professional manner. The Members of the Committee and their Terms of Reference will be notified separately. It was decided after discussions to associate allottees' representatives at the time of negotiation with M/s Progressive (Pvt) Ltd. It would be better if we withdraw the earlier decision of abolishing the post of Director (Monitoring & Evaluation) whose functions were to monitor the progress of projects, to indicate problems if any and proposing suggestions.
4. The Director (Engineering), PHAF will provide final notice to M/s Progressive (Pvt) Ltd. as per Articles 4.1 and 8 of the Contract Agreement (copy annexed at page # 19), after which matter will be taken up with PEC for blacklisting of M/s Progressive (Pvt) Ltd. for substandard work that is not in conformity with sound engineering practices.

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7-2-14  
*[Signature]*  
11/2/2014

**PRICE REVISION OF UNITS IN  
WAFAQI COLONY, LAHORE PROJECT**

PHA launched a housing project at Wafaqi Colony, Lahore in 2008 where "D" & "E" type apartments were offered to General Public and Federal Government Employees.

2. **Additional D & E type apartments** were launched twice in 2011 (15.01.2011 and 16.09.2011), but unfortunately due to poor response by the general public as well as the Federal Government Employees these apartments are also lying vacant. Detail of vacant D and E type apartments (Old and Additional) is as follows:

SN	Type	Project Launched for	Total	No. of Vacant Apartments
1	<b>D (Old Project)</b>	General Public	30	03
2		FG Employees (BPS 11-16)	30	10
3	<b>E (Old Project)</b>	General Public	30	10
4		FG Employees (BPS 1-10)	30	04
5	<b>D (Additional)</b>	General Public	16	14
6		FG Employees (BPS 11-16)	16	16
7	<b>E (Additional)</b>	General Public	8	8
8		FG Employees (BPS 1-10)	8	8
		<b>Total</b>	<b>168</b>	<b>73</b>

(Table 1)

3. Out of the above mentioned D and E type Apartments in the **Old Project**, few apartments are lying **vacant due to cancellation** on account of non-payment. Detail of cancelled apartments is as follows:

SN	Type	Type of Allottees	Total	No. of Vacant Apartments	No. of Cancelled Apartments
1	<b>D (Old Project)</b>	General Public	30	03	03
2		FG Employees (BPS 11-16)	30	10	09
3	<b>E (Old Project)</b>	General Public	30	10	10
4		FG Employees (BPS 1-10)	30	04	03
		<b>Total</b>	<b>120</b>	<b>27</b>	<b>25</b>

(Table 2)

4. Furthermore, due to cost overrun the Engineering Wing of PHAF proposed revised cost of "D" & "E" type apartments (**Old and Additional**) as per following detail:

SN	Type of Apartment	Average Initial Cost (Million)	Average Revised Initial Cost (Million)
1	GP "D" Type	3.0	4.210
2	FG "D" Type	2.5	3.510
3	GP "E" Type	2.5	3.850
4	FG "E" Type	2.0	2.850

(Table 3)

The above mentioned revised cost stands approved in the 6<sup>th</sup> BoD meeting held on December 27, 2012.

**DECISIONS:**

1. A Committee comprising of following members be formed:
  - i. Managing Director, NCL
  - ii. Director General, Pak PWD
  - iii. Director (Land & Estate), PHAF (Convener)
  - iv. Director (Engineering), PHAF
  
2. This Committee shall scrutinize and justify the proposed increase in price of D & E type apartments (Old and Additional) at Wafaqi Colony, Lahore and submit its findings in next BoD meeting.

*Zahid*  
7-2-14

*[Signature]*  
7/2/2014



**EXTENSION IN COMPLETION DATE OF  
WAFAQI COLONY, LAHORE PROJECT**

The completion date for D & E Type apartments at Wafaqi Colony, Lahore under stalled projects is proposed to be 30-04-2014 with details as below:

SN	Project	Name of Contractor	Physical Progress	Old Pending Bills (M) Gross Amount	New Bills (M)	Proposed Completion Date
1	60 D-Type apartments at Wafaqi Colony, Lahore	M/s Ifco	93%	0.268	9.107	30-4-2014
2	60 E-Type apartments at Wafaqi Colony, Lahore	M/s Ifco	90%	1.64	7.244	30-4-2014

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7-2-14

**DECISION:**

The Board approved the proposed completion date of 30-4-2014 for D & E type apartments at Wafaqi Colony, Lahore Project.

*[Signature]*  
7/2/2014

ALLOTMENT OF UNITS IN KURRI ROAD, ISLAMABAD PROJECT

PIHA Foundation conceived a housing scheme at Kurri Road, Zone IV, Islamabad for the officers of Federally Constituted Occupational Groups (BPS 20-22). Later on the scheme was extended to the civilian officers of IB, ISI, National Assembly, Senate Secretariat and Supreme Court of Pakistan. Eligibility criteria thus formulated was as follows:

- i. All officers of (BPS 20-22) of Federally Constituted Groups, IB, ISI, National Assembly, Senate Secretariat and Supreme Court shall be considered for allotment of housing units at Kurri Road Housing Scheme in Phase-1.
- ii. The sizes of housing units for BPS 22, 21 and 20 are 50'X90', 40'X80' and 30'X60' respectively.

2. The scheme was formally launched on 9<sup>th</sup> of February, 2012 by Prime Minister of Pakistan. Later on, in the first meeting of Board of Directors held on 8-03-2012 the eligibility criteria was revised as follows:

**i. Change of Category, subject to availability:**

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7-2-14

The Board approved one category above housing units in all three (3) categories to those who were interested for the same, subject to payment of difference in cost.

**ii. Extended to all Federal Government Officers of BPS-20 to 22:**

*[Signature]*

7/2/2014

The eligibility criterion for allotment of housing unit into category I, II and III be extended to all Federal Government Officers of BPS-20 to 22 including ex-Cadre officers and allotment be made on 'first come first serve' basis for which due publicity be given in press.

3. There are 588 units in total in Kurri Road Project. The breakup of total units and units allotted till date is as follows:

SN	Description	Cat I (BS 22)	Cat II (BS 21)	Cat III (BS 20)	Total
1	Total Units In All Categories	117	178	293	588
2	Total Units Allotted	117	177	290	584

4 Detail of vacant units is as under:

SN	House No.	Lane No.	Category
1	244	16	II
2	453	33	III
3	468	28	III
4	470	28	III

5. List of officers who have applied with requisite 15% down-payment along with the date of receipt of down-payment is as under:

SN	Officer Name	Down Payment & Processing Fee	Date of Demand Draft	Current Posting	Category Applied For
1	Mr. Muhammad Sarwar Awan (BS 20)	Rs. 708,146/- & Rs. 3,000/-	08-05-13	Chief Engineer, PWD	III
	Mr. Mohammad Amir Sial (BS 20)	Rs. 708,146/- & Rs. 3,000/-	29-11-13	Addl. Secretary, Senate Secretariat	III
	Mr. Azam Muhammad (BS 20)	Rs. 708,146/- & Rs. 3,000/-	29-11-13	Executive D.G M/o Commerce	III
4	Mr. Abid Javed (BS 20)	Rs. 708,146/- & Rs. 3,000/-	02-12-13	DG Anti-Corruption Estb. (Punjab)	III

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6. Mrs. Naela Chohan, a BS 21 officer, who was allotted Category III Unit due to non-availability of Category II Unit at the time of allotment, has requested for up-gradation of category as per following detail:

SN	Officer Name	Currently Allocated Unit	Category	Up gradation	Proposed Vacant Category II Unit
1	Mrs. Naela Chohan (BS-21)	House 610 Lane 23	III	<u>Cat - III to Cat - II</u>	Unit No. 244, Lane 16, Category II

7. 15 officers have requested for allotment of housing unit in Cat-I, II and III without any payment which may be referred to as General Waiting List, detail of which is as under:

SN	Officer Name	Down Payment & Processing Fee	Amount Paid	DD No.	Date of DD/ Application	Current Posting	Applied For
1	Mr. Muhammad Munir	Rs. 708,146/- & Rs. 3,000/-	NIL	-	21-May-13	Secretary (BISP)	III
2	Mr. Muhammad Ashraf	Rs. 708,146/- & Rs. 3,000/-	NIL	-	5-Jun-13	Joint Secretary, Climate Change	III
3	Syed Said Badshah Bukhari	Rs. 708,146/- & Rs. 3,000/-	NIL	-	7-Jul-13	Secretary (LG,E& RDID)	II
4	Malik Khuda Bakhsh Awan	Rs. 708,146/- & Rs. 3,000/-	3,000/-	5435797	25-Aug-13	A.I.G	I
5	Mr. M. Farooq Khan	Rs. 708,146/- & Rs. 3,000/-	NIL	-	30-Aug-13	Textile Commissioner	III
6	Mr. Rashid Ahmad	Rs. 708,146/- & Rs. 3,000/-	NIL	-	3-Sep-13	Chairman (PEMRA)	I
7	Syed Ejaz Ali Shah	Rs. 708,146/- & Rs. 3,000/-	NIL	-	4-Sep-13	Chief	III
8	Mr. Hafeez Ur Rehman	Rs. 708,146/- & Rs. 3,000/-	NIL	-	7-Oct-13	Joint Secretary	III
9	Mian Moeenuddin Kakakhel	Rs. 708,146/- & Rs. 3,000/-	NIL	-	8-Oct-13	Chief Engineer	III
10	Mr. Haseeb Athar	Rs. 708,146/- & Rs. 3,000/-	NIL	-	10-Oct-13	Secretary (BISP)	II
11	Mr. Hamid Yaqoob Sheikh	Rs. 708,146/- & Rs. 3,000/-	NIL	-	10-Oct-13	Special Secretary	III
12	Mr. G. Farid Farrukh	Rs. 708,146/- & Rs. 3,000/-	NIL	-	25-Oct-13	Ambassador	II
13	Mr. Rehmatullah Khan	Rs. 708,146/- & Rs. 3,000/-	NIL	-	28-Oct-13	Administrator, Cabinet Division	III
14	Mrs, Nuzhat Fatima	Rs. 708,146/- & Rs. 3,000/-	NIL	-	19-Nov-13	Director General	II
15	Mr. Niaz Ahmed Sheikh	Rs. 708,146/- & Rs. 3,000/-	NIL	-	20-Nov-13	CF&AO	III

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7-2-14.

**DECISIONS:**

The Board unanimously approved following proposals:

1. Allotment of Unit No. 244, Lane 16, Category II to Mrs. Naela Chohan (BS-21) in lieu of Unit No. 610, Lane 23, Category III by enhancement of Category.
2. Allotment of 04 vacant Category-III Units to below mentioned officers who have applied with 15% down-payment:

SN	Name of the Officer	Current Posting	Unit No.	Category
1	Mr. Muhammad Sarwar Awan (BS 20)	Chief Engineer, PWD	Unit No. 453, Lane No. 33	III
2	Mr. Mohammad Amir Sial (BS 20)	Senate Secretariat	Unit No. 468, Lane No. 28	III
3	Mr. Azam Muhammad (BS 21)	Executive D.G M/o Commerce	Unit no. 470 Lane No. 28	III
4	Mr. Abid Javed (BS 20)	DG Anti-Corruption (Punjab)	Unit No. 610, Lane No. 23	III

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*7-2-14*
3. Maintaining a General Waiting List was not discussed/ approved.
- 7/2/2014*

BRIEFING BY COMMITTEE FORMED IN 12<sup>TH</sup> BOD MEETING  
REGARDING HIRING OF SUPERVISORY CONSULTANT  
FOR KURRI ROAD, ISLAMABAD PROJECT

The matter was discussed in detail and following decision was taken by the Board

DECISION:

The Board approved extension in time till February 28, 2014 for submission of final selection of Supervisory Consultant for Kurri Road, Islamabad Project.

*Zulker*  
7-2-14

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*7/2/14*

RELEASE OF SALARY OF MR. KHURRAM MUMTAZ, AD, PHAF

The case was discussed in detail and the board was apprised of various issues regarding the same.

After detailed deliberations the board made following decision:

DECISION:

The Board approved release of salary to Mr. Khurram Mumtaz Azeem, Assistant Director, PHA Foundation.

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7-2-14

*[Signature]*  
7/2/14

GRANT OF EXTRA ORDINARY LEAVE AND TERMINATION OF  
PROBATION OF MR. ABDUL QADIR KHETRAN, AD, PHAF

The case was discussed in detail by the board with various members giving their inputs

After detailed deliberations following decision was made by the Board

DECISION:

*Adnan*  
7-2-14

Complete case file be put up for perusal of the Secretary Housing & Works/  
Deputy Chairman, PHA Foundation.

*[Signature]*  
7/2/14



CANCELLATION OF REQUIREMENT OF NOC FROM MS WING.

The board was informed that after winding up of MS Wing issuance of NOC for transfer of any flat is still pending because of which every allottee still has to take NOC from MS Wing after clearing all his outstanding maintenance charges before final execution of transfer.

The board gave following decisions:

*Approved  
7-2-14*

DECISION:

1. The MS Wing is no longer functional since January, 2014, therefore, the condition of obtaining NOC from MS Wing as a pre-condition for any sale proceeding now be modified.
2. Arrears accruing till 31<sup>st</sup> January, 2014 to allottees, if any, be collected as per past practice and further charges after 31<sup>st</sup> January, 2014 shall not be collected while issuing the NOC. All allottees be notified through a notice as well as an advertisement in the newspapers of this modification be published.

5/14

AUCTION OF VACANT/ CANCELLED APARTMENTS & SHOPS IN  
G-11/3 AND I-11 UNDER THE DIRECTIONS OF NAB

A detailed discussion took place. The Secretary Housing & Works was of the opinion that NAB has no authority to investigate the allotment of Apartments. Auction of cancelled apartments is unconstitutional/ illegal.

The Minister of State was of the view that since PHAF has already cancelled the affected apartments, they should be put on open auction.

DECISION.

Decision was deferred.

*Faller*  
7-2-14

*[Signature]*  
7/2/14

MISUSE OF OFFICIAL VEHICLES OF PHA FOUNDATION

The Honorable Minister of State has shown serious concern over misuse of official cars and PO's fleet cards by the non-entitled officers/officials in PHA Foundation.

After due discussions the Board gave following decisions.

DECISIONS:

1. It was decided to apply the Staff Car Rules, 1980 in PHAF.
2. Unserviceable cars are to be disposed off as per procedure and rules given in the Staff Car Rules, 1980.

*Lamin*  
7-2-14

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## ARTICLE 4: MODE OF OPERATION

### 4.1 Obligations of the Consultant

The Consultant shall perform Services as an independent Consultant in accordance with recognized international standards, applicable laws and regulations.

The Consultant shall appoint a Project Manager name in ARTICLE – 13 who shall represent the Consultant for purpose of this Agreement and performance of Services there under. He shall remain in contact with the representative of the Client to keep him fully informed on all matter relating to the provision of services by the Consultant.

- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices to the satisfaction of the Client.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof, nor engage any other independent consultant or sub-contractor to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

### 4.2 Obligations of the Client

The Client shall provide the Consultant all necessary data/ documents/ reports that may be required by the Consultant for performing the services within the Time Schedule give in **Appendix "B"**.

The Client shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Design Consultant.

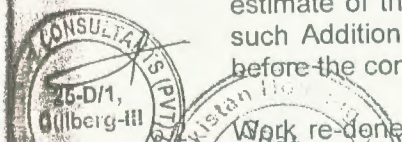
The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

## 5. ARTICLES 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for services rendered by the Consultant and the mode of payment shall be described in the attached **Appendix – C&D**.

## 6. ARTICLE 6: ADDITIONAL SERVICES

- 6.1 The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with mutual agreement between the parties. The Consultant shall submit an estimate of the additional time (if any) and the additional remuneration for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.



Work re-done to meet the requirements of Clause 4.1 shall not constitute

## ARTICLE 7 TERMINATION

### 7.1 Termination by the Client

The Client may by a written notice of thirty (30) days to the Consultant terminate this agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

### 7.2 Termination by the Consultant

The Consultant may suspend the agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this agreement within thirty (30) days of submission of invoice. If the payment is still not made to the Consultant after thirty days of notice of suspension, the Consultant may terminate this agreement in whole or in part by giving fifteen (15) days advance notice of intent to termination. Under such circumstances, the Client shall pay all payments due to the Consultant within reasonable time.

## 8. ARTICLE 8: PROFESSIONAL LIABILITY

The Consultant is liable for the consequence of errors and omissions on his part or on the part of its employees to the extent and with the limitations mentioned below and for a period upto the defects liability period or such extended periods of the project.

The total professional liability of the Consultant, under this Agreement, shall be limited due to proven faults, errors or omissions in the design and other professional duties performed by the Consultant in connection with this agreement which have bearing on the safety security and performance of the work. The Consultant may be required to make good losses or damages subject to the maximum of 10% of all fee paid to the Design Consultant.

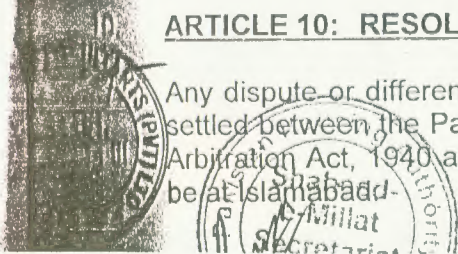
## 9. ARTICLE 9: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out of other industrial disturbances, acts of public enemy, wars, blockages, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure of the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

## ARTICLE 10: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provision of Pakistan Arbitration Act, 1940 as amended from time to time. The venue of arbitration shall be at Islamabad.



**LIST OF BOD MEMBERS ATTENDED 13<sup>TH</sup> BOD MEETING**  
**HELD ON JANUARY 22, 2014**

SN	Name & Designation	Status in the Board	Presence
1	Barrister Usman Ibrahim, Minister of State for H&W/ Chairman PHA Foundation, Islamabad.	Chairman	Attended
2	Mr. Seerat Asghar, Secretary Housing & Works, M/o Housing & Works, Islamabad.	Deputy Chairman	Attended
3	Mr. Omer Rasul, Joint Secretary, H&W/ Acting MD, PHAF, Islamabad.	Member	Attended
4	Mr. Sana Ullah Aman, Member Engineering, CDA, Islamabad.	Member	Not Attended
5	Mr. Ruhail Muhammad Baloch, Financial Advisor (Works) / Joint Secretary, Finance Division, Islamabad.	Member	Attended
6	Mr. Malik Zafar Abbas, Director General, FGEHF, Islamabad.	Member	Attended
7	Mr. Atta-ul-Haq Akhtar, Director General, Pak PWD, Islamabad.	Member	Attended
8	Mr. Shah Din Sheikh, Joint Engineering Advisor, M/o Housing & Works, Islamabad.	Member	Not Attended
9	Mr. Aurangzeb Maral, Deputy Secretary (Admin), M/o Housing & Works, Islamabad.	Member	Attended

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