Buch Executive Villas

Buch Executive Villas, Multan - Regulations



Buch Executive Villas
Bosan Road, Near Bahauddin Zakariya University, Multan, Pakistan.

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BUCH EXECUTIVE VILLAS, MULTAN - REGULATIONS

WHEREAS the Captain Developers/Buch Services is desirous to introduce/ implement regulations for ensuring congenial living in integrated gated community within a housing scheme known as BUCH EXECUTIVE VILLAS, MULTAN (hereinafter to be referred to as the Scheme or Buch Villas) to discipline/organize the constructions of the buildings/houses and structures to be raised within the scheme and to provide, maintain and regulate services, amenities and the facilities therein for the residents.

AND WHEREAS in order to achieve the aforesaid objectives and to deal with other allied and ancillary matters following building regulations.

Short title, Commencement and Extent:

a) These Regulations shall be called as BUCH EXECUTIVE VILLAS, MULTAN Regulations (hereinafter to be referred to as the ByeLaws or ByLaws).

b) These Regulations shall extend and apply to the entire area within the scheme and the construction/buildings to be raised/erected thereat.

c) These Regulations shall come into force from the date of

   a) Application Form for Booking
   b) Sale Deed (whichever is earlier) by the owner and shall be binding and effective against successive Owner and Occupant as the case may be.

The Regulations consists of following Chapters:

CHAPTER 1	DEFINITIONS & INTERPRETATIONS
CHAPTER 2	UNDERSTANDINGS AND UNDERTAKINGS
CHAPTER 3	INFRASTRUCTURE AND UTILITIES
CHAPTER 4	SERVICES AND CHARGES
CHAPTER 5	TRANSFER OF INTERESTS
CHAPTER 6	AREA ADJUSTMENT & SUB DIVISION OF BUILDING LOTS
CHAPTER 7	ARCHITECTURAL DRAWINGS
CHAPTER 8	CONSTRUCTION
CHAPTER 9	GENERAL INSTRUCTIONS
CHAPTER 10	PROVISION OF SERVICES SUBJECT TO CHARGES
CHAPTER 11	AUTHORITY OF THE MANAGEMENT ENTITY

1 Definitions and Interpretations

In these Regulations unless the context otherwise requires, the following words/expressions shall have the following meaning:

1.1	**"Appropriate Authority"**	refers to Multan Development Authority (**MDA)** or such other Authority (Governmental (Federal or Provincial as the case may be), local or any municipal Authority, statutory department, agency or body or any privatized agency or organization for the time being authorized under any written law in force in Pakistan to approve the Scheme of land, master plans, zoning / classification or re-classification, subdivision of land, building plans, issue of separate and individual documents of ownership, issue of Completion Certificates and to enforce any other laws related thereto or having jurisdiction over any matter relating to the Scheme in general or to any other relevant matter in particular (including occupation and/or use of the Property, supply of water, electricity, telecommunication services or other utilities, imposition of sums payable as rates, assessment, tax, duty, levy or other form of statutory or governmental impositions) in connection with or affecting the Scheme or any part thereof.
1.2	**"Approved" or Approval"**	"Approved or Approval" means approved or Approval granted by the Management Entity qua any issue under its competency and authority.
1.3	**"Architect"**	"Architect" means any person who is a full time qualified professional architect duly authorized or licensed by a body or authority to practice as such and approved by the Management Entity for the purposes of Scheme.
1.4	**"Building Lot" or "Building Lots"**	"Building Lot" or "Building Lots" shall mean any one, more or all of the respective parcels of land (plot or Plots) each with a building erected or to be erected thereon within the Scheme and shall where the context require include the Building Lot comprised in the Property.
1.5	**"Building Block"**	"Building Block" means an area with specific building plan(s) of a specific category of Building Lots already prescribed in the overall society plan by the Management Entity.
1.6	**"Building Plan"**	"Building Plan" means a Building plan already available by the Management Entity for different category of Villas or Building Plan submitted by an Owner in accordance with the Regulations to the Management Entity for approval and sanction.

1.7	**"Building Regulations"**	"Building Regulations" means any building Regulations Rules, Bye Laws, zoning regulations, Notifications or instructions made or issued by the Appropriate Authority or such other authority, as may be eligible and competent, under the law for regulating the building of houses or raising of other construction etc. within the territory of Multan and applicable to the areas within the Scheme.
1.8	**"Building"**	Building shall refer to all the construction raised or erected or to be erected including basement and lower ground floor in accordance with the specifications, terms and conditions contained in the Regulations, Rules, Byelaws and instructions issued by any Appropriate Authority in this behalf and Management Entity and incorporated in Application Form for Booking, Permission to Build, Affidavits, Possession Documents and Sale Deed.
1.9	**"Clubhouse" or "Club"**	"Clubhouse" or "Club" shall mean the recreational club established in the Scheme and managed by the Management Entity for the purposes of providing sports, guest accommodation and entertainment facilities therein.
1.10	**"Common Areas"**	Common areas shall refer to all those areas identified as public areas including clubhouse, mosque, parks etc within the Scheme not forming part of any Building Lot or the building erected or to be erected thereon.
1.11	**"Constitution"**	"Constitution" means the Constitution of the Islamic Republic of Pakistan, 1973 as amended, modified or reenacted
1.12	**"Developer"**	"Developer" means an entity that is developing the scheme.
1.13	**"Engineer"**	"Engineer" means any person who is a full time qualified professional Engineer duly authorized or licensed by a body or authority to practice as such for the purposes of Scheme.
1.14	**"Law"**	"Law" or "Laws" includes all Federal or Provincial or Local Laws including all other applicable rules, regulations, notifications, instructions, circulars, letters etc.
1.15	**"Management Entity"**	"Management Entity" includes the office that shall handle all plot transfer processes along with the management and maintenance of the scheme.
1.16	**"No Dues Certificate or NDC"**	"No Dues Certificate" or "NDC" means a No Dues Certificate issued by the Management Entity favoring the Owner or Owners of a Building confirming that there are no dues liabilities in respect thereof or the Building thereupon or any fines or penalties arising out of the Regulations or another Law including but not limited to any rules or regulations by whatever named called made by the APPROPRIATE AUTHORITY
1.17	**"Occupant"**	"Occupant" means a person or persons occupying a Building Lot or any construction raised thereupon in the Scheme as Owner, Tenant, Licensee, legal heir

		of Owner or tenant or by any other legal / contractual reason.
1.18	**"Owner"**	"Owner" means a person or persons (natural or juristic) who are legal owner(s) of a Building Lot or Building Lots and Building(s) or an applicant, if any, thereupon in the Scheme through a duly registered sale deed or application form and recorded as Owner /Applicant in the records maintained by the Management Entity.
1.19	**Property:**	"Property" means and constitutes a building lot or building lots including land underneath and the construction raised thereupon in accordance with the building regulations.
1.20	**"Plinth"**	"Plinth" means the portion of Building between ground level of site and finished floor level of the Building, which level shall be fixed as per the building regulations.
1.21	**"Regulations"**	"Regulations" means these regulations as amended from time to time by the Management Entity.
1.22	**"Sale Deed"**	Sale Deed, as drafted and approved by the Management Entity, means a duly registered sale deed executed by the Developer in favour of the owner by the Developer transferring right and interest in respect of a Building Lot.
1.23	**"Scheme"**	refers to instant scheme known or to be known as **"BUCH EXECUTIVE VILLAS"** and/or such other name as shall be decided by the Vendor and approved by the Appropriate Authority, and located at Multan.
1.24	**"Services"**	"Services" means all services provided by the Management Entity to the Owners and Occupants of any nature whatever in respect of the Scheme by whatever name called including but not limited to services relating to management of the Scheme and its affairs and all services as provided herein and contained in Application Form for Booking and Sale Deed.
1.25	**"Right of Way"**	"Right of Way" means the area of the road including shoulders between two opposite boundary walls of row of building lot or building lots.
1.26	**Interpretation**	References to the singular shall include the plural, references to the masculine shall include the feminine and the converse shall also apply in each case.

2 Understandings and Undertakings:

2.1 UNDERSTANDINGS

2.1.1 The Owners and Occupants understand that in order to ensure congenial living in an integrated gated community they must abide by and adhere to these Regulations even though it may mean sacrificing personal rights for the benefit and general good of other owners and occupants of the Scheme. Therefore, these Regulations shall be legally binding on all Owners and Occupants and shall be read as an integral part of the legal instruments by virtue of which they have come to be Owners or Occupants of the Building Lot or Building lots and any covenant in the said instruments contrary to what has been stated herein shall yield to these Regulations.

2.2 REVIEW OF REGULATIONS ETC.

2.2.1 All Owners and Occupants are expected to have read and understood these Regulations.

2.2.2 All Owners and Occupants are expected to have read and understood all relevant and applicable Laws, particularly the Building Regulations and are expected to ensure that all Building Plans are prepared, and Buildings constructed according to the Laws and the Building Regulations and classification regarding use by the Developer / Management Entity.

2.3 BINDING EFFECT OF THESE REGULATIONS

2.3.1 The Owners and Occupants understand that these Regulations are absolutely binding on them and they have purchased or occupied the Buildings subject to these Regulations, and they shall, at all times, abide by the same and all decisions taken hereunder by the Management Entity. It is hereby clarified that any and all obligations cast upon the owner or occupant by these Regulations are in addition to the obligations arising from or imposed by any law or building regulations.

2.3.2 Notwithstanding anything contained herein the aforesaid building regulations are in addition to all the building regulations, bye-laws including zoning regulations, as applicable to the area and introduced / implemented by the Appropriate Authority and amended from time to time. And said building regulations shall be read as part and parcel of these regulations.

2.3.3 In case of any inconsistency between the instant regulations and the building regulations bye-laws including zoning laws implemented by the Appropriate Authority, the later shall prevail and the Regulations will be amended from time to time to bring the same in conformity with the building Regulations bye-laws including zoning laws prescribed by the Appropriate Authority.

2.3.4 In case of any inadequacy or shortfall or non-availability of any particular regulation reference shall be made to the building regulations, bye-laws including zoning laws as introduced / implemented by the Appropriate Authority.

2.4 POWER TO LEVY FINES, PENALTIES AND TAKE COERCIVE ACTION

2.4.1 The Owners and Occupants agree and understand that the Management Entity shall be empowered to and can levy fines, charges, penalties and take coercive measures against them accordingly in order to preserve the spirit of living congenially in a gated community. And the same waive any objection thereof in the interest of the community living and betterment of the scheme. The amount / quantum of charges, fees, and penalties shall be subject to revision by the Management Entity.

3 Infrastructure and Utilities

3.1 INFRASTRUCTURE

3.1.1 The Developer will ensure infrastructure facilities for the Scheme like roads, water supply, sewerage, street lights, gas and electricity infrastructure up to the Building Lots and shall manage the same either itself or through the Management Entity. All these infrastructure facilities' availability is subject to approval/provisioning from the concerned government department.

3.2 ELECTRICITY CONNECTION

3.2.1 Owners shall apply directly to the concerned utility company or Service Provider government department or authority for an electricity connection and will be exclusively responsible for payment of any fee or other charges by whatever name called in this regard.

3.3 GAS CONNECTION

3.3.1 Application for Sui Gas connection will be submitted directly by the Owners to the concerned utility company or Service Provider government department or authority in accordance with its requirements and will be exclusively responsible for payment of any fee or other charges by whatever name called in this regard.

3.4 TELEPHONE CONNECTION

3.4.1 Application for installation of telephone connection from any service provider will be submitted directly by the Owner to the concerned service provider in accordance with its requirements and will be exclusively responsible for payment of any fee or other charges by whatever name called in this regard. Telephone includes internet, telephony, cable broadcasting broadband and other allied and related services.

3.5 WATER SUPPLY

3.5.1 Application for water connection shall be made by the Owner to the Management Entity. The Owner shall be required to pay water connection charges, fee and security deposits as fixed by the Management Entity and to abide by conditions of supply laid down by the Management Entity.

3.5.2 No Owner or Occupant will be permitted to install a motor pump or any other such equipment on the main water supply line.

3.5.3 The Management Entity will supply water up to the Building Lot from where the Owner will be responsible for making arrangements to pump it to an overhead tank from the Building Lot's internal water supply lines.

3.6 UTILITY CHARGES

3.6.1 Owners or Occupants shall be exclusively liable for payment of all connection charges, utility bills, penalties, fines etc. in respect of supply and use of all utilities like electricity, gas, water etc. and the Management Entity will not, in any manner whatsoever and under no circumstances, be responsible for the same. The Management Entity will, on written request of the utility provider, without incurring any liability, assist or ensure suspension or discontinuance of any subject utility for recovery of arrears in regard to any utility service(s).

3.7 SEWERAGE

3.7.1 The Management Entity will provide infrastructure to connect a Building lot to the network of sewerage system within the scheme. Connection costs will be paid by the Owner as determined by the Management Entity from time to time. Owners of plots who shall be constructing their own building will construct a Septic Tank and maintain it effectively in order to help in running the sewerage system efficiently.

4 Services and Charges

4.1 MAINTENANCE OF INFRASTRUCTURE

4.1.1 The Management Entity will ensure maintenance of infrastructure, for example, roads, streets, street lights, sewerage system, drainage, all common areas including green areas, open areas and parks in the Scheme.

4.1.2 The Management Entity will be responsible for hiring all personal for provision of Services as contained in these Regulations.

4.1.3 The Management Entity shall be eligible to impose and claim charges / fees from the Owners and Occupants as the case may be for the purposes of maintaining infrastructure services and their continuous supply / availability.

4.2 SECURITY

4.2.1 The Management Entity will be responsible for providing 24-hour security within the Scheme and for this purpose will hire as many security guards as necessary for maintaining security within the scheme. The Owners or the Occupants may have their own security personnel within the building lot but all such personnel shall be hired subject to provision of all information of such personnel to the Management Entity. The Management Entity, if it may deem fit, after reviewing the prior information provided by the Owner or the Occupant about the proposed security personnel, may interview the said personnel. Only after approval of the Management Entity the Owner or the Occupant may hire the services of the aforesaid personnel. Upon removing or substituting any such personnel the Owner or Occupant shall inform the Management Entity of such removal or substitution, and in case of substitution the procedure for hiring security personnel as stated above shall be applicable. The preceding procedure shall also apply to all domestic help that the Owner or Occupant employs. Upon receipt of any complaint by the Management Entity in relation to the security personnel or domestic help mentioned above the Management Entity shall have the right to remove the said personnel from the Scheme without undertaking any obligation or being liable to any legal consequences and the Owner or Occupant shall abide by any act, order or direction of the Management Entity in this regard. The Owners / occupants shall be responsible for the actions of the security and domestic help personals vis-à-vis building lot and lots within scheme.

4.2.2 Home security systems may be installed in any Building by the Owners or the Occupants at their own expense. However, any security system covering the outside of the Building Lot shall not be permitted.

4.2.3 The Management Entity may install security camera wherever deemed necessary for recording and monitoring.

4.3 MAINTENANCE OF RECORDS

4.3.1 The Management Entity shall maintain all necessary title records for smooth management of the affairs of the Scheme. All records regarding ownership and tenancy of each Building Lot or Building shall be separately maintained by the Management Entity and shall be updated whenever necessary. Owners can examine such records and take copies of the same on written request subject to payment of the requisite fee to the Management Entity.

4.4 QUARTERLY BULLETIN

4.4.1 The Management Entity may publish and mail (whenever deemed necessary) to the Owners and Occupants a Bulletin containing all information of interest and use regarding the Scheme including but not limited to rates and charges for the Services and any changes therein.

4.5 SERVICE CHARGES

4.5.1 All services provided monthly by the Management Entity to Owners and Occupants will be against payment of quarterly charges / fees by the Owners and the Occupants as determined by the Management Entity from time to time. Service charges will include charges / fees for maintenance of common areas and maintenance of roads, supply lines, water pipes, service areas, supply of utilities to the Building lot (s) etc.

4.5.2 The Management Entity will levy service charges / fees from the date of handing over of possession of the Building Lot to the Owner irrespective whether there is a Building constructed thereupon or not within the stipulated time.

4.5.3 The Service Charges will be payable by Owners and the Occupants not later than 10 (ten) days after the date of issuance of the bill in this regard. In case of any delay in the payment the Management Entity shall charge Rs. 100/- per day, as compensation for the delay, until the said payment is received.

4.5.4 In the event the Owner or Occupant does not pay the Service Charges for more than two months from the time any Service Charge is due the Management Entity may proceed against the Owner or Occupant in terms of **Regulation 11.2** and without prejudice to any other remedy may discontinue such services to the extent of the defaulter.

4.5.5 The details of the Service Charges along with the penalties are appended herewith as Schedule-I and includes any and all changes made and increases from time to time and shall be read as an integral part of these regulations always.

5 Transfer of Interest

5.1 PERMISSION FOR TRANSFER

5.1.1 No transfer of interest by whatever means (sale, lease, mortgage etc.) in the Building Lot with any/all construction thereupon shall be valid and accepted by the Management Entity unless approved in writing by it prior to such transfer through issuance of a NDC and a written permission by the Management Entity in the form prescribed for this purpose and upon terms prescribed therein including payment of transfer fee.

5.1.2 Any Owner interested in transferring his interest ("transferor") by any mode in the Building Lot and all/any construction thereupon shall request permission to do the same in writing from the Management Entity giving details of interest to be transferred along with the consideration agreed therefore and agreement in this regard. All transfer documents shall be approved by the Management Entity.

5.1.3 Upon receipt of the written request as aforesaid the Management Entity shall issue a NDC and permission for transfer of interest in the prescribed form or require further information or details for making a decision regarding the proposed transfer. For purposes of making a decision the Management Entity may require an interview with the proposed transferee or lessee ("transferee"), which shall be facilitated by the transferor at his own expense. The Management Entity may refuse request for transfer of interest which decision shall be final and will not be subject to any disagreement or contention by the proposed transferor or transferee before any forum including a court or tribunal.

5.1.4 Certified copies of all documents of transfer will be recorded with the Management Entity within 21 (twenty-one) days of perfection thereof (by registration etc.) or execution if not compulsorily registerable, and shall be placed in the respective file of the Building Lot. In case of redemption of mortgage or cancellation or lapse of lease all documents of redemption or such cancellation or lapse shall also be recorded with Management Entity within 21 (twenty-one) days of perfection thereof (by registration etc.) or execution if not compulsorily registerable.

5.2 TRANSFER BY WAY OF DEATH OF AN OWNER

5.2.1 If an Owner dies his legal heirs shall be entitled to get the Building Lot transferred in his/her/their name(s) subject to obtaining a Declaratory Decree by him/her/them from the competent court in this regard and payment of the transfer fee determined by the Management Entity for this purpose.

5.3 TRANSFER SUBJECT TO PAYMENT OF FEE

5.3.1 No NDC shall be issued, transfer permitted or recorded by the Management Entity unless the transferor (in case of NDC and permission to transfer) or the transferee (in case of recording) pays a transfer fee determined by the Management Entity from time to time.

5.3.2 In case of non-payment of the said transfer fee the transfer shall not be legally valid or binding against the Management Entity and *inter* se the parties and the Building thereupon shall not be entitled to any services by the Management Entity and the Management Entity shall be empowered to take all/any coercive measures as provided herein including but not limited to suspension of all utilities and services.

6 Area Adjustment & Sub Division of Building Lots

6.1 AREA ADJUSTMENT

6.1.1 All Building Lots in the Scheme are approximately of the following Sq. yards. The actual demarcation may vary from these sizes based on the location and size of the building block in the scheme:

CATEGORY	MARLAS	SQ. YARDS
A	20	600
B	17	510
C	10	300
D	7.5	225
F	5	150

6.1.2 Each Building in a Building Lot shall not have a covered area of more than the following with respect to the category of the respective building blocks:

CATEGORY	MARLAS	COVERED AREA
A	20	5502
B	17	4955
C	10	3370
D	7.5	2429
E	7.5	1373
F	5	1951
G	5	1067

6.1.3 An additional covered area (as mentioned below) of square feet may be added subject to payment of any fee or penalty and with permission in this regard of the APPROPRIATE AUTHORITY. In case a corner Building Lot allocated to an Owner ceases to be as such because of any area adjustment for inevitable circumstances or reasons, the Owner shall be bound to accept the refund of the additional amount deposited by him for such corner Building Lot.

The final area of the Building Lot shall be determined at the time of the sale deed and/or final possession in respect of the said Building Lot between the Developer and the Owner and sale consideration for the Building Lot agreed in this regard shall be adjusted accordingly if necessary. Any extra area in a building lot at the time of final possession shall be charged by the Developer/Management Entity at the prevailing land rate at that time.

6.2 SUB DIVISION OF BUILDING LOT

6.2.1 No Owner of Building Lot, his legal heirs or Occupant shall sub divide a Building Lot under any circumstances.

6.3 COMBINATION OF BUILDING LOTS

6.3.1 Owner(s) having two or more adjacent building blocks shall only be permitted to construct the areas as per the specific category design pertaining in that building block. Combined plots can be constructed with prior approval by the management of Buch Executive Villas and customer has to pay relevant fee of the company and make necessary documentation to combine the plots by MDA.

6.3.2 Owner(s) shall have a right to combine two or more contiguous Building Lots into one Building Lot (which does not violate 6.3.1) subject to prior written approval of the Management Entity and if required of the APPROPRIATE AUTHORITY. The written request for permission to combine Building Lots by Owner(s) shall be accompanied by reasons for such combination and a proposal for the future use of the combined Building Lots. In case combination is allowed Service Charges and charges for transfer of such combined Building Lots shall be levied for each Building Lot separately and they shall not be deemed to be one Building Lot for such purposes.

7 Architectural Drawings

7.1 APPLICATION

7.1.1 Application for erection, construction, addition or alteration of a Building shall be made by the Owner ("applicant") to the Management Entity for obtaining its approval for such erection, construction, addition or alteration in the prescribed form and within 21 (twenty-one) days from such written approval the Owner shall submit drawings and documents to APPROPRIATE AUTHORITY for formal approval. Owners shall be responsible for providing all information or documents to the APPROPRIATE AUTHORITY for purposes of getting their building plans approved. The Management Entity does not take any responsibility for approval of an application from the APPROPRIATE AUTHORITY.

7.1.2 Charges for Inspection and Drawings in case the applicant opts to take the drawings from the Management Entity (charges may vary from time to time):

SR	CATEGORY	AREA	TOTAL CHARGES
1	A	20-Marla	110,000
2	B	17-Marla	85,000
3	B1	17-Marla	80,000
4	C (Load Bearing)	10-Marla	54,000
5	C (Rcc)	10-Marla	54,000
6	C2	10-Marla	53,000
7	D	7.5-Marla	39,000
8	D1	7.5-Marla	42,000
9	F	5-Marla	29,000
10	F1	5-Marla	28,000

7.1.3 If an applicant opts to generate the drawings from his/her own architect, then the charges shall be 50% of the amount mentioned above.

7.2 DRAWINGS AND DOCUMENTS

7.2.1 The applicant shall submit along with the application, one set of drawing and one original on tracing cloth and a site plan showing the North Point, boundaries of proposed Building Lot, adjacent Building Lots, roads and the block/sector in which the Building Lot is located to the APPROPRIATE AUTHORITY. No drawing shall be inconsistent with the standard architectural design of the building, its façade and its exterior design / installations.

7.3 BUILDING PLANS

7.3.1 All Buildings shall be constructed according to these Regulations and the Building Regulations, model architectural design of the Developer and other applicable Laws. The Building Plan submitted for approval to the Management Entity should *inter alia* clearly indicate the following details:

a) External dimensions of the Building with extended portions, exterior façade, shape / design of windows, gates;
b) Position of proposed drains, fire place, kitchen and gutters, etc.
c) Internal dimension of all rooms, doors and windows;
d) Dimension of all components and specifications of components indicated in the drawings;
e) Plan of services like water supply, sewerage and specification etc., including overhead tanks;
f) Location of kitchen grease trap;
g) Layout of sewerage system;
h) Details of construction of ramps;

i) Total height of Building indicating clear distances;
j) Cross section of boundary wall towards road, level of roads, ground and Plinth;
k) Plan and elevation;
l) Sectional drawing indicating foundation details like specification for foundation, Plinth super structure, roof joinery, floor, Plinth protection, finish and plaster;

7.4 SCRUTINY OF DRAWINGS AND DOCUMENTS

7.4.1 Where plans are unintelligible, ambiguous or in contravention of these Regulations or the Building Regulations or other applicable Laws the Management Entity may reject the application and return the drawings and documents giving reasons in writing for such refusal to grant approval. The applicant may re-submit an application after necessary correction and rectification in the drawings and documents.

7.4.2 On re-submission, it will be deemed as if a fresh application has been submitted with extra charges may apply on re-submissions.

7.4.3 As soon as an approval in writing is issued by the Management Entity the documents will be collected by the applicant by hand for submission to the APPROPRIATE AUTHORITY as stated heretofore.

7.5 STRUCTURAL DESIGN

7.5.1 The applicant shall, on demand by the Management Entity, produce details of the structural designs and calculations in order to ensure the safety of the Building.

7.6 ADDITIONAL ALTERATION/ERECTION/RE ERECTION

7.6.1 Additional Construction, additions, or alterations will not be commenced without following the above-prescribed procedure for erection of a Building. A certificate, in the prescribed form, to the effect that these changes are viable from engineering angle and that the subject Building will not become weak and that it will not contravene any Regulations, standard architectural / construction design, Building Regulations or applicable Laws will be submitted to the Management Entity for sanction.

7.7 OVERSIGHT IN SCRUTINY OF DRAWINGS

7.7.1 Any oversight in the scrutiny of documents and drawing at the time of the approval and sanction of the Building plan, does not entitle the applicant to violate the Regulations, Building Regulations or any applicable Laws.

7.8 PREROGATIVE OF MANAGEMENT ENTITY

7.8.1 The Management Entity, with reasons in writing, reserves the right of rejecting the plans or suggesting any modification which though may not contravene the Regulations, the Building Regulations or applicable Laws but are injurious to the interests of Owners/ Occupants of the Scheme.

7.9 EXEMPTIONS

7.9.1 Buildings erected by or on behalf of the Management Entity shall be exempt from these Regulations. The Management Entity may also waive off application of these Regulations in special cases for specific public purposes.

8 Construction

8.1 ENGAGEMENT OF ENGINEERS/ARCHITECTS

8.1.1 Names of Engineers/Architects and Contractors/Supervisors engaged by applicants will be submitted by them to the Management Entity in writing before commencing work. The Management Entity reserves the right of blacklisting any Engineer/Architect or Contractors /Supervisors whose performance or attitude towards the profession is irresponsible in any way.

8.1.2 Every applicant intending to carry out construction work shall do so in accordance with these Regulations and the Building Regulations.

8.1.3 Owners, Occupants and Engineers/Architects are required to contact the Management Entity regularly for any change in these Regulations. They are however expected to have a comprehensive knowledge of the Building Regulations and other applicable Laws for which the Management Entity is not responsible.

8.2 CONSTRUCTION PERIOD

8.2.1 Applicants must complete the Building on the Building Lot within 24 (twenty-four) months of taking possession of the Building Lot. For each month after the said 24 (twenty-four) months period stated aforesaid a "Non-Construction Charge" of Rs. 50/- per Marla per month or part thereof shall be levied on the Owner up till 24 (twenty-four) months from the end of the 24 (twenty-four) months period commencing from the possession of the Building Lot by the Owner. In the event the Owner does not complete construction even after the additional period of 24 (twenty-four) months period the Management Entity reserves the right to take any punitive action including cancellation of the Building Lot as it may deem necessary.

8.3 CLEAR SPACES

8.3.1 Applicants shall leave the following minimum clear spaces:

CATEGORY	LAWN (FT)	DRIVE WAY (FT)	REAR SPACE (FT)	SIDE (FT)
A	30	26	7	5 (both sides)
B	29	27	7	6
C	16	10	7	5
D	16	9	5	5
E	11	4	5	5
F	10	9	5	3
G	5	5	5	-

**or as per approved design.*
***Drive way is the distance between the out wall and the porch pillar.*

8.4 MAXIMUM HEIGHT

8.4.1 Maximum height of any point of a Building of any type shall be according to the Building Regulations.

CATEGORY	BOUNDARY WALL HEIGHT - (FT)	BOUNDARY WALL HEIGHT - BACK AND SIDES (FT)	TOTAL HEIGHT - WITHOUT WATER TANK (FT)	HEIGHT - WATER TANK (FT)
A	7	7	27	6
B	6	7	26	6
C	6	7	26	4
D	6	7	26	4
E	6	7	15	4
F	6	7	26	4
G	6	6	14	4

**or as per approved design.*
*** All heights are from Crown of Road Level.*

8.5 MUMTY COVERED AREAS

CATEGORY	EXISTING AREA	MAXIMUM AREA
A	134 SFT	200 SFT
B	134 SFT	200 SFT
C	145 SFT	175 SFT
D	84 SFT	150 SFT
E	95 SFT	150 SFT
F	140 SFT	150 SFT
G	84 SFT	150 SFT
H		

Note: Extra area approval fee will be charged@ Rs.350 Per SFT in addition to mumty fee.

8.6 MAIN GATES OF VILLAS

CATEGORY	EXISTING AREA	MAXIMUM AREA
A	12 x 6	16 x 6
B	12 x 6	16 x 6
C	14 x 5	16 x 6
D	10 x 5	14 x 6
E	10 x 5	14 x 6
F	10 x 5	14 x 6
G	10 x 5	14 x 6
H	10 x 5	14 x 6

Note: The gates designs of all categories of villas can be changed as per preference of customers but there will be restriction of the sizes as mentioned above.

8.7 PARAPET WALLS OF VILLAS

Parapet wall size inclusive of any grills/railings shall be Maximum 4 feet for every villa of all categories.

8.8 CONSTRUCTION IN CLEAR SPACES

8.8.1 No construction will be carried out in the clear spaces in the Building Lot except drains, sewers and spiral stairs at the rear for servant, if servant quarter is located at the first floor.

8.8.2 A Toilet/Bathroom not exceeding 40 Sq. Ft in area and 8 FT in height can be constructed in the rear corner towards the dead wall as an integral part of main building lot.

8.9 HEIGHT ABOVE GROUND/ROAD

8.9.1 The porch level of a Building should be one foot from the crown of the adjoining road; whereas the finished floor level should be 6 inches from the porch level.

8.10 GRILLS

8.10.1 Owners and Occupants are strictly advised to fix grills on windows (if required) at the inner side.

8.11 PRIVACY

8.11.1 All Owners are expected to respect the privacy of neighboring Building Lots. Engineers or Architects are well advised to have due regard to the privacy of other Buildings.

8.12 CHECKS OF CONSTRUCTION AT DIFFERENT STAGES.

8.12.1 The Management Entity shall be empowered to examine and review the construction of a Building in order to ensure compliance with these Regulations, Building Regulations and other applicable Laws. Without prejudice to the aforesaid, the Management Entity may inspect the Building at the following stages in order to confirm adherence to the Regulations, Building Regulations and other applicable Laws.

a) When the layout is complete before starting the work;
b) On completion of boundary wall at ground level;
c) On construction of Building at ground level;
d) Before pouring roof slab of ground floor;
e) On raising of first floor structure one foot above roof of ground foot;
f) Before pouring roof slab of first floor;
g) On final completion before occupation at the time to getting sewer connection opened;

8.13 INSPECTION OF BUILDINGS

8.13.1 Management Entity through its authorized officer will exercise continuous vigilance and may inspect any Building at any time during execution of work or any time after completion. If on such inspection it is found that the Building works contravene any Regulation, Building Regulations or other applicable Laws the Management Entity shall give due notice (written or verbal) to the Owner with the object of bringing the works in conformity with the plan approved or with-hold the work till such time the amended plans are approved. In the event of non-compliance, the work shall not proceed further, and the Management Entity reserves the right to disconnect or refuse any or all the Services as per decision of the Management Entity.

8.14 COMPLETION CERTIFICATE

8.14.1 On completion of a Building the Owner will intimate the Management Entity and APPROPRIATE AUTHORITY accordingly. Upon issuance of a completion certificate by APPROPRIATE AUTHORITY certified copy of the same shall be provided to the Management Entity within 21 (twenty-one) days of issuance thereof.

8.15 CONSTRUCTION VIOLATIONS

8.15.1 Owners shall not violate these Regulations, Building Regulations or other applicable Laws. Any variations and deviations shall be liable to be demolished at the risk and cost of the Owner. The Management Entity is empowered to take strict punitive action in addition to disconnection of any/all Services so as to preserve the sanctity of planning parameters. Defaulters shall be liable to fines depending on gravity of the violation. Some of the violations are as under:

a) Owners are advised not to open the plug and join the sewer themselves unless completed Building has been checked by the Management Entity. Sewer manhole will not be tampered with for drainage of surface water.
b) No water points or taps will be left outside the boundary wall.
c) Permanent fence and hedge in any form is not permitted outside the boundary wall.
d) Earth filling outside the compound wall will not be above the adjoining ground level. Management Entity reserves the right to work whenever the need arises or wishes to widen the Road.
e) Damaging the road by mixing concrete or cutting or bending steel bars on the road, placing concrete mixer on road.
f) Cutting of road for laying underground electric cable is not allowed without written approval from Management Entity.
g) Owners will not reduce clear spaces while carrying out construction.

8.16 CONSTRUCTION VARIATIONS / ADDITIONS TO APPROVED DRAWINGS

8.16.1 No construction, alteration or re-erection is permitted without prior written approval of the Management Entity and permission under the Building Regulations. Such action will be liable to penal action and fine as determined by the Management Entity.

8.16.2 Site Operations: Every Owner who carries out building works or demolition works shall comply with the instructions of the Management Entity regarding Site Operations.

8.16.3 Safety and stability of buildings: Every Owner who carries out building works shall use sound building materials which shall be of good quality and properly put together so as to ensure safety and stability of the building.

8.16.4 Verification of building lines: Every Owner who commences to carry out building works shall give notice to the Management Entity in accordance with the regulations and only proceed with the works upon receiving approval in writing. The Management Entity shall verify the building lines within one fortnight of the receipt of the aforesaid notice and intimate within the aforesaid period to the owner or his representative any error, which may be found in the building line.

8.17 POWERS OF THE MANAGEMENT ENTITY REGARDING CONSTRUCTION VIOLATIONS

8.17.1 If at any time after permission to carry out Building works has been granted and the Management Entity is satisfied that such permission was granted in consequence of any defective title of the applicant, material misrepresentation or fraudulent statement contained in the application made or in the plan, elevations, or specifications of the documents submitted therewith in respect of such Building, the approval may be canceled and any work done there-under shall be deemed to have been done without permission.

8.17.2 If the Building works are commenced or carried out contrary to the provisions of these Regulations, Building Regulations or other applicable Laws the Management Entity shall:

a) By a written 3 (three) days show cause notice require the Owner or Occupant of the Building Lot or Building who is carrying out or has carried out such Building works to stop all works forth with and satisfy the Management Entity in writing why such Building or part thereof should not be removed.
b) If the Owner or person occupying such Building fails to stop all works or to show sufficient cause to the satisfaction of the Management Entity as to why such Building works or part thereof should not be halted and the Building or part thereof removed permanently or altered the Management Entity may take following actions: -

i. Require the person who has carried out the works against the provisions of these Regulations, the Building Regulations, or other applicable Laws to demolish the whole Building or part thereof;
ii. In case of failure of the Owner to demolish the unauthorized work as mandated above, the Management Entity will demolish such work at the risk and cost of the Owner.

9 General Instructions

9.1 DIGGING

9.1.1 Nobody is permitted to dig create depression or cut the road space including verges. Defaulters will be levied with a fine besides other punitive or remedial action that the Management Entity may decide to take.

9.2 HOARDING AND NAME PLATES

9.2.1 Erection of commercial hoardings or billboard is strictly prohibited. Nameplates or "House on Rent" etc. boards unless of the prescribed measurements will not be allowed to be placed. Management Entity shall have an unconditional right to remove the aforesaid without notice to the Owners or Occupants.

9.3 DISPARITY IN GROUND LEVEL

9.3.1 Management Entity will not be responsible for leveling the Building Lot. Should there be any ditch, depression, unevenness or abnormality in the Building Lot the Owner or Occupant is responsible for leveling the same at his own cost.

9.4 GROWTH AND VEGETATION

9.4.1 All Owners and Occupants are expected to help the Management Entity in plantation and protection of *flora* in general and trees in particular. Each Owner or Occupant is expected to plant as many trees as advised by the Management Entity within the Building Lot and ensure their proper growth, cutting and maintenance.

9.4.2 Owners or Occupants shall not grow any vegetation or trees so as to encroach or occupy any common area or space outside the Building Lot or block the road or reduce the openness of areas which mar the aesthetics of the Scheme or create obstruction to visibility. The Management Entity reserves the right to remove such vegetation or trees at the risk of the defaulters without notice.

9.5 COMPLIANCE WITH FEDERAL AND LOCAL LAWS

9.5.1 All Owners and Occupants will at all times comply with all Laws in particular regulations, rules, instruction etc. issued by the APPROPRIATE AUTHORITY or any entity providing utilities to the Owner or Occupant in respect of the Building Lot.

9.5.2 All traffic rules and speed limits shall be adhered by the Owners and Occupants to ensure safety and security of the community.

9.6 HOUSE RENT

9.6.1 In case the Owner rents the Unit to a Tenant, He/She shall provide the Police Clearance /Registration of the Tenant to the Company before letting the tenant reside at the Unit.

9.7 TERMITE PROOFING

9.7.1 If there is positive evidence of the presence of white ants in a Building Owners or Occupants shall inform the Management Entity in writing within 24 (twenty-four) hours and shall carry out termite proofing at their own cost and expense.

9.8 COMMERCIAL ACTIVITY

9.8.1 The Building Lot shall be used for the purpose for which it has been earmarked in the Scheme by the Management Entity. No commercial activity of any nature including lawyer's office, doctor's clinic or beauty parlor, tuition center etc., whatsoever is permitted in any residential Building, identified as such. All the defaulters are liable to punitive action in addition to immediate disconnection of all essential services and defaulters shall be responsible for any legal actions taken by the Appropriate Authority.

9.9 CLUBHOUSE

9.9.1 All Owners by virtue of their ownership of a Building Lot, but subject to the Rules, will be eligible for membership of the Clubhouse within the Scheme and can utilize all facilities therein subject to payment of any fee or charges at the prescribed rates. Notwithstanding the above rights of membership and admission to the Clubhouse will be reserved with Management Entity.

9.9.2 Membership of the Clubhouse will not be deemed in case of Occupants as tenants or legal heirs of Owners who may apply for membership independently. The Management Entity may after personally interviewing the respective Occupant(s) allow him membership of the Clubhouse subject to the Rules and charges in this regard.

9.10 UNAUTHORIZED USE

9.10.1 Public Spaces will not be used for marriages, parties, meetings etc. without prior information to and the written permission by the Management Entity and on payment of the prescribed charges. The permission if granted shall be on a first come first basis.

9.10.2 All functions in the Clubhouse will be subject to prior reservation and payment to the prescribed fee.

9.10.3 Parks and other open spaces within the Scheme shall not be used for the purposes of any political activity or any other such gathering.

9.10.4 Parks and other open spaces within the Scheme shall not be used for the purposes of any other immoral, illegal and/or un-Islamic activities.

9.11 WASHING CARS

9.11.1 Washing of cars/vehicles on the road or any area outside the Building Lot is not permitted.

9.12 MATERIAL ON ROADS

9.12.1 Bending of bars, mixing of concrete and storage of Building material on the road or any area outside the Building Lot is not allowed.

9.13 GARBAGE AND WASTE

9.13.1 The Scheme must be kept clean by Owners, Occupants and visitors. Garbage should not be thrown in front, back or sides of Building Lots. Garbage will be placed in the garbage bags, basket or other container placed outside the boundary wall of the Building Lot from where the staff of the Management Entity will pick it up for disposal.

9.14 ANIMALS AND PETS

9.14.1 Keeping animals within the boundary of the Building Lot is strictly prohibited. However, dogs/birds/cats may be kept as pets. Dogs will not be let loose and must be kept inside the boundary wall of the Building Lot. When taken outside for walking exercise, dogs must be held by leash. In no case the peaceful atmosphere of the community should be disturbed. All pets will be registered by the Owners or Occupants with the Management Entity. In case of dogs a sign board of prescribed size with "Beware of Dogs" warning will be affixed by Owners or Occupants outside the Building Lot boundary. The Owners are allowed to construct a dog house, aviary within the Building lot subject to the approval of the Management Entity.

9.14.2 Qurbani Animals are allowed to be kept within the building lot maximum ten days prior to Eid-ul-Azha. Slaughtering of animals for Qurbani shall only take place in the prescribed location by the Management Entity.

9.15 GRAFFITI AND POSTERS

9.15.1 Graffiti, wall chalking, and pasting of posters on the walls within the Scheme and its own boundary wall shall not be tolerated and offenders will be subjected to heavy fines.

9.16 SECURITY POST

9.16.1 Permanent security post may be constructed within the Building Lot (not exceeding the height of boundary wall of that specific Building Block) after approval of the Management Entity. The design of such posts will be subject to prior written approval of the Management Entity if it was not part of the original Building plan approved by the Management Entity.

9.17 ANTENNAS

9.17.1 No owner or Occupant shall be allowed to fix, install, erect or raise any Antennas for transmission of data/ communication on the rooftops except upon the approval and payment of fees prescribed by the Management Entity. Rooftops cannot be rented out by the owner / Occupant to any other person / party for installation / erection of Antennas for commercial purposes.

9.18 AIR-CONDITIONERS

9.18.1 No owner or Occupant is allowed to place the outdoor units of Air-Conditions on the external side of the constructed area of Building Lots. Such arrangement hampers the beautification of Building Blocks. All the Outdoor Units placed at the front elevation of a building lot should be placed at such a height that they are not visible from the front road.

9.19 GENERATORS

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

i. Noise beyond the boundary limit shall not be more than 15 decibels. Proper arrangements for noise control shall be made.

ii. Generator can only be placed within building line or on front clear space only. The generator shall not be placed in clear space.

10 PROVISION OF SERVICES SUBJECT TO CHARGES

10.1 SERVICES SUBJECT TO CHARGES

10.1.1 All services provided by the Management Entity in terms of these Regulations or otherwise to the Owners or Occupants will be subject to payment of charges or fee, which shall be displayed at the offices of the Management Entity. No Owner or Occupant shall refuse to pay such charges or fee on the plea that the service provided was not stated in these Regulations or was not subject to such payment previously.

11 AUTHOTITY OF THE MANAGEMENT ENTITY

11.1 FINE

11.1.1 Without prejudice to any other penalty or fine that may be provided in these Regulations and in addition thereto the Management Entity shall have the authority / power to levy a fine for breach of any Regulation or a violation of any Federal or Local Law which may extend to Rs. 1,000,000/-.

11.2 POWER TO SUSPEND SERVICES

11.2.1 In case any Owner or Occupant is in breach of the Regulations, Permission to Build or Sale Deed, the Management Entity shall be entitled to suspend/disconnect all/any Services to such Owner or Occupant being enjoyed by him in relation to the Building Lot(s). This shall be in addition to and not in derogation of the fine that may be levied by the Management Entity in terms of Regulation 11.1.1 aforesaid and any other rights that the Management Entity may have against the Owner or Occupant.

11.2.2 Fine and action under Regulation 11.2.1 above by the Management Entity against an Owner or Occupier will be subject to a 7 (seven) days prior notice to the Owner or Occupant and after affording him an opportunity of hearing. The final decision of imposing a fine lie with the Management Entity.

11.3 AMENDMENT OF REGULATIONS

11.3.1 The Management Entity shall be empowered at any time to amend these Regulations for purposes of better and congenial living within the Scheme but the same shall not be inconsistent with the applicable building regulations.

11.4 FORMS

11.4.1 The Management Entity is empowered to prescribe forms wherever necessary for purposes of these Regulations.

11.5 SCRUTINY OF STRUCTURES/BUILDINGS

11.5.1 The Management Entity is entitled and competent to conduct scrutiny of the construction raised and to be raised at any plot in the scheme and take steps for ensuring compliance of the other applicable bye-laws and building regulations.