

**AGREEMENT  
FOR DEPLOYMENT OF FIBER OPTIC NETWORK FOR TELECOM SERVICES  
FROM GT, ROAD RAWALPINDI TILL  
UP COUNTRY ENCLOSURE PRIVATE LIMITED, RAWALPINDI.**

**SIGNED ON  
14 February 2018**

The agreement is made at Islamabad on 14 February 2018 between **Nayatel**, a company Registered under the Companies Ordinance, 1984 and having its Registered Office at Islamabad (hereinafter referred to as "**Nayatel**" which expression shall, where the context so admits, include its successors, heirs and assigns, hereinafter called the 1st Party.

**AND**

**UP COUNTRY ENCLOSURES PRIVATE LIMITED, RAWALPINDI**, hereinafter called the 2<sup>nd</sup> Party referred to as "**UpCountry**", which expression shall, where the context so admits, include its successors, heirs and assigns.

WHEREAS **NAYATEL** is authorized under a comprehensive license issued by the Government of Pakistan to lay the infrastructure and to provide telecommunication & information services in Pakistan.

AND WHEREAS **Up Country**, and **NAYATEL** have mutually agreed that **NAYATEL** shall setup infrastructure to deploy fiber optic network in **Up Country**.

**NAYATEL** and **Up Country**, wish to reduce into writing the terms & conditions which shall give their relationships in respect of subject hereof.

**Terms and Conditions:**

**I. NAYATEL's Obligations**

- (a) **Nayatel** shall deploy its fiber optic network from main GT Road, Rawalpindi, near Kohinoor mill and IESCO Grid Station, till Up Country Society by using Bhatta road. Total route from Point A to Point B is depicted in attached map as (Annexure-I). This Route is consisting of deployment of fiber optic network through IESCO poles (aerial) and underground, as per Annexure-I, red area shows the aerial route while green area is the underground area.

Serial No. _____ Dated February 14, 2018 Stamp Paper Worth Rs.30 X 1 = 30/-	Nayatel, Islamabad for Agreement in favour of UP Country Enclosures Private Limited, Rawalpindi.
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**Syed Sajjad Hussain**  
Stamp Vendor  
Licence No.580/DRA/2010  
Blue Area, Islamabad

(b) Nayatel shall handle the No Objection Certificate (NOC) and Right of Way (ROW) acquisition processes from concerned authorities except on Bhatta road under the jurisdiction of Union Councils (UCs).

(c) Each NOC/ROW shall be on the name of Nayatel.

(d) Nayatel shall acquire the approval from IESCO for hiring of electricity poles for hanging of fiber optic cable.

(e) NAYATEL shall execute the civil work for underground laying of fiber optic deployment on main GT Road only.

## II. UpCountry's Obligations

(a) UpCountry management will provide assistance in acquiring NOCs/ROWs, where required, for laying underground cable on Bhatta Road under the jurisdiction of UCs. Such NOCs/ROWs will be on the name of Nayatel.

(b) Any civil work for deployment of fiber optic cable on Bhatta Road will be carried out by UpCountry.

(c) Any charges related to NOCs/ROWs/IESCO poles rent, i.e. Rawalpindi Cantonment Board, any Union council, IESCO etc., one time or annually, will be paid by Up Country.

(d) Patrolling of the route will be handled by the UpCountry until there will be 100 active customers through this fiber cable route. After that, Nayatel will start patrolling of the route.

(e) Operation and Maintenance cost along with fiber cable cuts charges, until there will be 100 active customers through this fiber cable route, will be paid by UpCountry as per actual cost.

## III. Payments

(a) Monthly charges for IESCO poles are Rs.2,856/- and current year charges from 1st Feb 2018 to 31st December 2018 are Rs.31,416/-. This amount will be paid in advance to IESCO and copy of demand note of Rs.31,416/- is attached as Annex-II. IESCO poles charges may change in future.

(b) ROW charges of Rawalpindi Cantonment Board (RCB) are Rs.643,889/-. These charges are one time and will be paid to RCB in advance. Copy of RCB demand note is attached as Annex-III.

(c) Nayatel will provide the IESCO/RCB demand notes to UpCountry, Up Country will pay the IESCO and RCB charges and provide the original receipts of payments to Nayatel.

(d) Total project cost, (other than ROW/IESCO poles charges) is Rs.2,483,652/- (Annex-IV). UpCountry will pay 50% of total project cost will in advance and remaining 50% will be paid by UpCountry after project completion.

**IV. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

**V. Disputes**

Any and all disputes claims or controversies arising out of or relating to the performance of this Agreement or breach thereof, which is not amicably resolved by the Parties, shall be settled through dispute resolution committee. The parties shall nominate two of personnel from their respective sides at the time the dispute claim or controversy arises. If the dispute resolution committee fails to resolve the issue, then either party has the right to consult the related court of law.

**VI. Amendments**

Except as provided herein, the Parties are bound by the provisions of this Agreement, which cannot be modified or changed except by amendments in writing signed by the duly authorized representative of each Party.

**VII. Confidentiality**

The Parties agree to keep all information obtained by them or in their possession regarding this Agreement or otherwise arising from or pertaining to this Agreement confidential and not to disclose the same to any third party. The Parties shall ensure that their employees and advisers comply with the terms hereof. In the event such a breach of confidentiality does occur it shall be considered a material breach of the contract.

**VIII. Force Majeure**

Neither Party shall be liable for failure to perform its obligations caused by or resulting from a force majeure event which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' reasonable control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, explosion, riots, war or military operations, acts of God, acts of Government or state, civil disturbance, industrial disputes, malicious damage, accident, national or local emergency, fiber cuts, the failure of any contractor to perform its responsibilities which adversely affects the provision of the Service and acts of omissions of persons or bodies beyond the reasonable control of the affected Party ("Force Majeure Events").

**IX. Term and Termination**

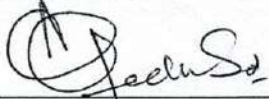
This agreement is valid from the date of signing (Effective date) by both parties.

X. Severability

If any provision or condition of the Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or un-enforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

In WITNESS WHEREOF, the two parties have joined their respective hands and signed this Agreement of date (s) herein below indicated.

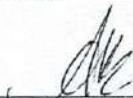
FOR NAYATEL



Aqeel Khurshid  
Chief Technological Officer

Date  
14/2/18

WITNESS



Adnan Jamil  
Manager Corporate & Legal Affairs


FOR Up Country



Akhtar Masud Abbasi  
Managing Director

Date  
14/2/18

WITNESS



Raja Asim Khurshid  
General Manager



**SUI NORTHERN GAS PIPELINES LIMITED**

GAS HOUSE, 24 KASHMIR ROAD, P.O. BOX 56, LAHORE (PAKISTAN)

Ref: SGMDN/UCE/TOR/RLNG

30<sup>th</sup> May, 2018

Mr. Akhtar Masud Abbasi  
Managing Director, Up Country Enclosures  
22 East, 3<sup>rd</sup> Floor, Saeed Plaza, Blue area,  
Islamabad.

**SUPPLY OF GAS TO UP COUNTRY ENCLOSURES PVT LTD,**  
**MOUZA KOT KOLIAN JATA, RAWALPINDI**  
**A/C ID # 6725931819**  
**ON TOR BASIS AGAINST RLNG ALLOCATION**  
**JOB NO. 18/53/000555**

Dear Sir,

This is with reference to our earlier letter of even reference dated 02.02.2018, whereby, approval was granted on TOR basis, for supply of gas to Up Country Enclosures, Rawalpindi against allocation of RLNG. The payment of Rs. 7.10 Million has been received vide CDR No. 0535909 dated 06.02.2018 against above approval.

In this context, we are enclosing herewith approved design drawing No. DM-R 45-6-D3-03 dated 21.01.2018, issued by P&D department, for laying of internal distribution network on TOR basis. Please note that the service charges are valid for *one year (up to 29.05.2019)* and you have to lay and arrange testing / commissioning of the distribution network, as per approved design drawing by SNGPL, in one year. The other terms and conditions shall remain the same.

**Yours Sincerely,**  
**SUI NORTHERN GAS PIPELINES**  
**LIMITED**

**(MAHMOOD ZIA AHMAD)**  
**SR. GENERAL MANAGER (D-North)**  
**FOR MANAGING DIRECTOR**

Telephones Exch: { +92-42)9082000  
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**RAWALPINDI DEVELOPMENT AUTHORITY**  
**Metropolitan Planning & Traffic Engineering Dte.**

Murree Road Rawalpindi  
Phone # 5554043 Fax # 5530423

No. RDA/MP&TE/F-PHS-116/65

Dated: 17/02/2016

To:

Mr. Akhtar Masood Abbasi,  
Managing Director,  
Up-Country Enclosure (Pvt.) Ltd.  
House No. 2-B, Street No. 10,  
Sector F-8/3, Islamabad.

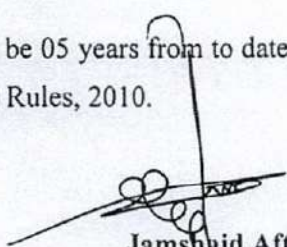
**SUBJECT: APPROVAL OF INFRASTRUCTURE DESIGN OF SCHEME NAMED UP COUNTRY ENCLOSURE (PVT). LTD, MOUZA KOT KOLIAN, ROOPA, JATAAL, TEHSIL & DISTT, RAWALPINDI:**

- i. **REPORTS AND DESIGN SPECIFICATION OF ROADS, BRIDGES FOOTPATHS & ALLIED WORKS**
- ii. **WATER SUPPLY AND SEWERAGE SYSTEM**

Reports and design specifications regarding roads, footpaths, bridges & allied work have been examined by Engineering Directorate, RDA whereas water supply and sewerage system reports by WASA/RDA. Both offices have furnished their vetting / clearance respectively.

2. In light of the vetting received from the respective offices, the approval of subject infrastructure design is hereby granted. You are directed to strictly follow the vetted design and specifications during the course of construction.

3. The time period for the completion of development work will be 05 years from to date as per rule 34 of Punjab Private Housing Schemes & Land Sub-Division Rules, 2010.

  
**Jamshaid Aftab**  
Director (MP&TE)

No. & Date Even.

Copy to:

1. The Managing Director, WASA, Rawalpindi
2. Director Engineering-I, RDA.
3. Dy. Director Planning for follow up.
4. PS to DG, RDA.
5. Office file.



Address: 22 east, 3rd floor, saeed plaza, blue area, islamabad

Ref: Up Country / 57 / 16

18 – March – 2016

To,  
The Deputy Director (Planning),  
MP & TE Dte,  
Rawalpindi Development Authority,  
Murree Road, Rawalpindi.

**Subject: Submission of Mortgage Deed of Up Country Housing Scheme Mouza Kot Kolian, Jattal and Roopa, Tehsil & District Rawalpindi.**

Ref No.:	Up Country /19	dated 07 Nov 2013
Ref No.:	UC / 37 / 2015	dated 06 May 2015
Ref No.:	Up Country / 42 / 15	dated 01 Dec 2015
Ref No.:	Up Country / 56 / 16	dated 16 March 2016

Dear Sir,

With reference to the subject cited above and our telephonic discussion we are submitting the short falls in mortgage deed agreement. Also we are submitting the commercial plots detail for mortgage deed.

We are enclosing the mortgage documents.

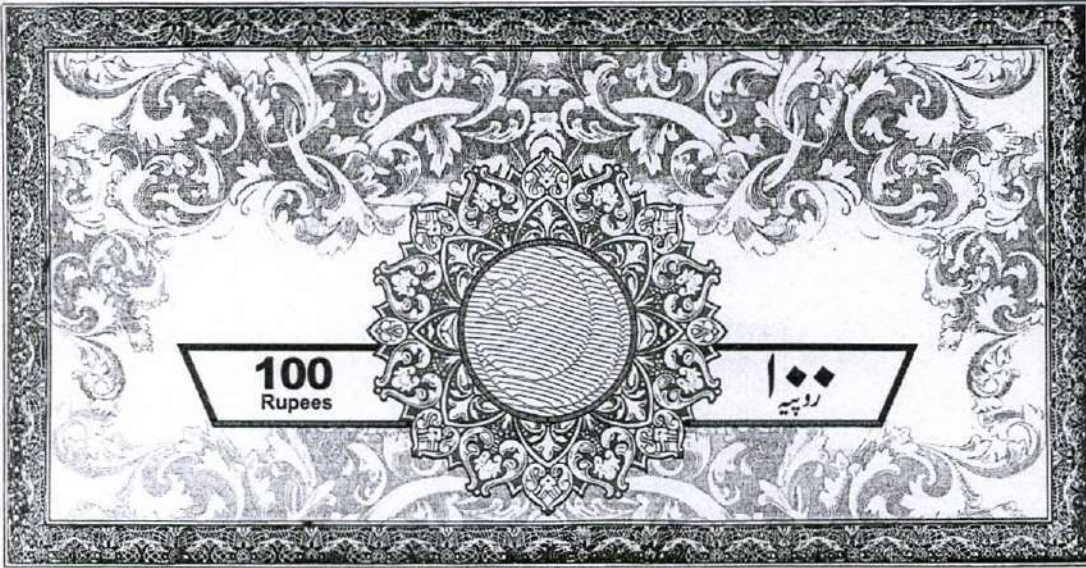
Thanking you,

Yours truly,

**Akhtar Masud Abbasi**  
*Managing Director*







### MORTGAGE DEED

This Mortgage Deed is made at Rawalpindi on the 18th day of the month of  
March in the year 2016

BETWEEN

M/s Up Country Enclosures Pvt. Ltd. through its Director Akhtar Masud Abbasi C.N.I.C. No.61101-2278248-9 residing at 22 East, Saeed Plaza, 3rd Floor (B), Jinnah Avenue, Blue Area, Islamabad (hereinafter referred to as the mortgagor which expression, where the context so admits, shall include heirs, executors, administrators, legal representatives, assigns and successors) of the first part.

AND

The Rawalpindi Development Authority of the second Party.

WHEREAS the mortgagor applied for sanction of **Up Country Housing Scheme** for an area of **2014.42 Kanals** bearing **Khasra Nos.** 1394, 1725, 1724, 1854, 1552, 1746, 1575, 1588, 1576, 1641, 1562, 1404, 1467, 1473, 1484, 1482, 1491, 1492, 1493, 1494, 1498, 1488, 1321, 1322, 1323, 1324, 1325, 1321 Min, 1797, 1818, 1828, 948, 960, 1809, 1347, 1348, 1553, 1554, 1555, 1556, 1313, 1318, 1306, 1303, 1307, 1308, 1513, 1514, 1517, 1518, 1383, 1385, 1396, 1398, 1407, 1349, 1372, 1395, 1421, 1424, 1434, 1440, 1449, 1423, 1434, 1443, 1326, 1327, 1328, 1417, 1409, 1415, 1759, 1760, 1792, 1793, 1541, 1573, 1795, 1802, 1803, 1794, 1525, 1458, 1249, 595, 601, 679, 1343, 1352, 1353, 1354, 1355, 1357, 1359, 1360, 1362, 1363, 1365, 1486, 1487, 681, 604, 675, 1226, 1806, 1813, 1295, 800, 1302, 1309, 1311, 1312, 1315, 1316, 1317, 1345, 1500, 1501, 1557, 1320, 1293, 1299, 1298, 1300, 1319, 1453, 1454, 1455, 1340, 1358, 1364, 1387, 1389, 1536, 1537, 1538, 700, 806, 802, 803, 804, 805, 460, 939, 1339, 1388, 976, 994, 937, 1503, 940, 941, 1257, 1329, 1330, 1331, 1332, 1337, 1338, 1341, 1350, 1351, 1356, 1380, 1384, 1402, 1410, 1425, 1435, 1436, 1437, 1450, 1451, 1452, 1456, 1457, 1459, 1461, 1464, 1468, 1469, 1475, 1477, 1478, 1481, 1483, 1502, 1505, 1508, 1510, 1531, 1567, 1567/1, 1570, 1571, 1580, 1582, 1583, 1584, 1589, 1810, 1811, 2019/940, 1627, 949, 942, 943, 1270, 2017/1581/2, 2016/1581, 2017/1581/1, 1597, 1250, 1251, 1252, 1286, 1301, 1310, 1314, 1548, 1549, 1550, 1495, 1528, 1530, 1506, 1499, 1526, 1527, 1558, 1560, 1561, 1563, 1564, 1916, 1858, 1860, 1565, 1566, 1496, 1497, 1547, 1512, 1480, 1485, 1799, 1801, 1804, 1805, 1374, 1376, 1442, 1472, 1474, 1812, 1476, 847, 849, 1446, 1448, 1479, 1529, 1546, 1917, 1366, 1367, 1368, 1369, 1371, 1373, 1375, 1376, 1377, 1378, 1379, 1386, 1391, 1393, 1397, 1399, 1403, 1447, 1445, 1559, 1441, 1504, 1444, 757, 788, 892, 894, 954, 1101, 1174, 1144, 875, 876, 1020, 1568, 1568/1, 1569, 1382 in **Village Kot Kollian**, bearing **Khasra Nos.** 61, 58, 110/1, 80, 82, 90, 96, 110/2, 48, 750, 92, 86, 70, 72, 73, 74, 69, 67, 66, 76, 63, 65, 93, 91, 620, 621, 95/1, 93/1, 85, 89, 114, in **Village Jatal** and bearing **Khasra Nos.** 19, 20, 22, 51, 43, 44, 45, 46, 49, 50, 53, 54, 55, 56, 57, 64, 65, 71, 72, 75, 76, 77, 83, 100, 102, 110, 130, 629, 638 in **Village Rupa Tehsil & District Rawalpindi**.

The scheme is approved and mortgagor has agreed to mortgage twenty percent of the saleable area of the said scheme with Rawalpindi Development Authority.

NOW this deed witnesses as following is the short fall:

S.No:3604, Dated: 18-03-2016

Akhtar Masud Abbasi S/o Muhammad Maqsood Abbasi, Distt. Islamabad

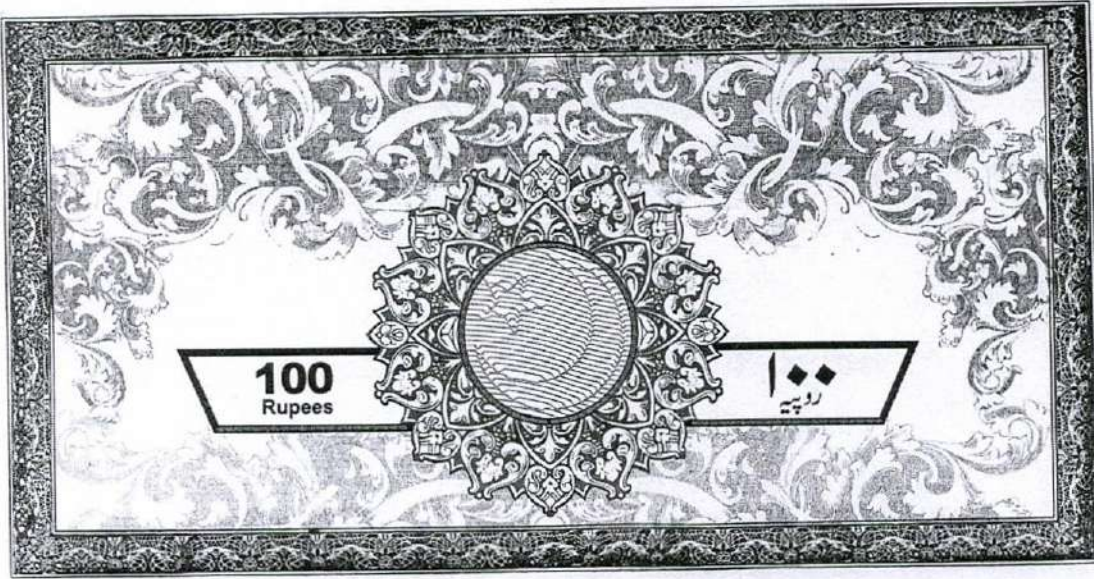
CNIC No. 61101-2278248-9

With

RDA

## MORTGAGE DEED





1. As a security for provision of development works in the scheme, the mortgagor hereby grants, assures, demises and mortgages to Rawalpindi Development Authority following plots:

**LIST OF 05 MARLAS PLOT (25 x 50)**

S. No.	SERIAL No. OF PLOTS	TOTAL No. OF PLOTS	KHASRA No.	SFt.	AREA IN KANAL (5445)
1	521 - 527	07	1321	8,030	1.47
2	528 - 532	05	1366	5,621	1.03
3	533 - 536	04	1366	5,721	1.05
4	537 - 541	05	1321	8,628	1.58
5	597 - 614	18	1353	22,842	4.20
6	624 - 632	09	1321	8,464	1.55
7	633 - 638	08	1321	6,928	1.27
8	642 - 646	05	1321	6,831	1.25
9	616 - 623	08	1365	11,650	2.14
10	594 - 596	03	1349	2,402	0.44
11	585 - 587	03	1359	4,049	0.74
12	726 - 733	08	1321	9,781	1.80
13	688 - 694	07	1321	8,162	1.50
14	684 - 687	04	1368	3,838	0.70
<b>TOTAL</b>		<b>94</b>			<b>20.74</b>

**LIST OF 10 MARLAS PLOT (35 x 70)**

S. No.	SERIAL No. OF PLOTS	TOTAL No. OF PLOTS	KHASRA No.	SFt.	AREA IN KANAL (5445)
1	832 - 840	09	1321	22,297	4.09
2	861 - 867	07	1358		3.16
<b>TOTAL</b>		<b>16</b>			<b>7.26</b>

S.No:3604, Dated:18-03-2016

Akhtar Masud Abbasi S/o Muhammad Maqsood Abbasi, Distt. Islamabad

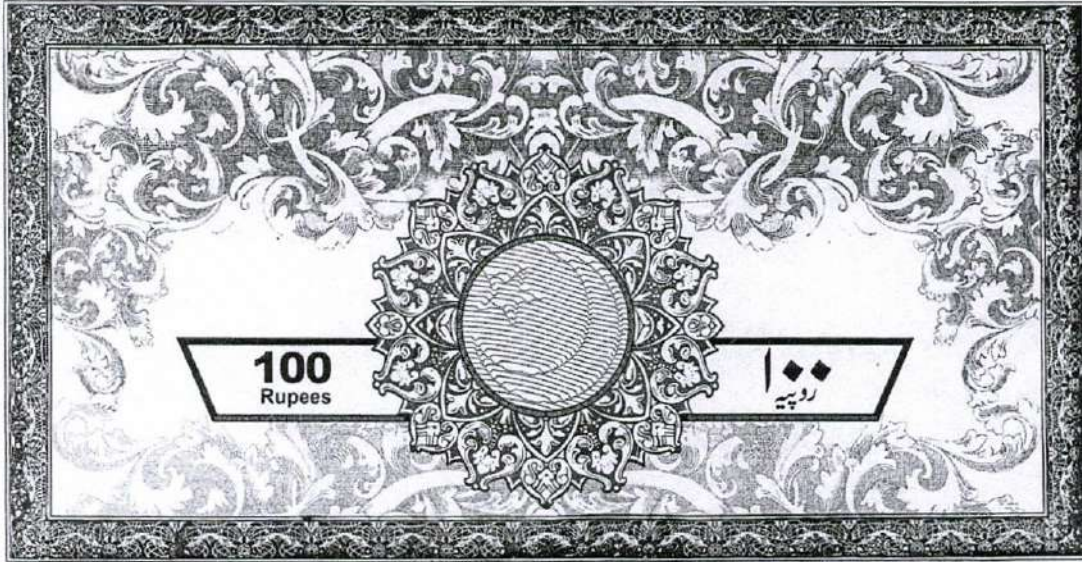
CNIC No. 61101-2278248-9

With

RDA

## MORTGAGE DEED





**COMMERCIAL PLOTS DETAIL**

**BLOCK: F**

**A. PLOT SIZE:- (30 x 30)**

S. No.	SERIAL No. OF PLOTS	TOTAL No. OF PLOTS	KHASRA No.	AREA (Sft.)	KANAL
1	39 - 42	04	1581	3,600	0.66
Total		4	----	3,600.00	0.66

**BLOCK: G**

**A. PLOT SIZE:- (20 x 30)**

S. No.	SERIAL No. OF PLOTS	TOTAL No. OF PLOTS	KHASRA No.	AREA (Sft.)	KANAL
1	79 - 83	05	1507 & 1508	3,183.26	0.58
Total		05	----	3,183.26	0.58

**B. PLOT SIZE:- (20 x 20)**

S. No.	SERIAL No. OF PLOTS	TOTAL No. OF PLOTS	KHASRA No.	AREA (Sft.)	KANAL
1	84 - 86	03	1312	1,200	0.22
2	87 - 89	03	1319	1,200	0.22
3	90 - 92	03	1319	1,200	0.22
Total		09	----	3,600.00	0.66

**BLOCK: H**

**A. PLOT SIZE:- (30 x 30)**

S. No.	SERIAL No. OF PLOTS	TOTAL No. OF PLOTS	KHASRA No.	AREA (Sft.)	KANAL
1	110 - 112	03	69	2,700	0.50
2	113 - 118	06	69	5,400	0.99

*(Handwritten mark)*

S.No:3604, Dated: 18-03-2016

Akhtar Masud Abbasi S/o Muhammad Maqsood Abbasi, Distt. Islamabad

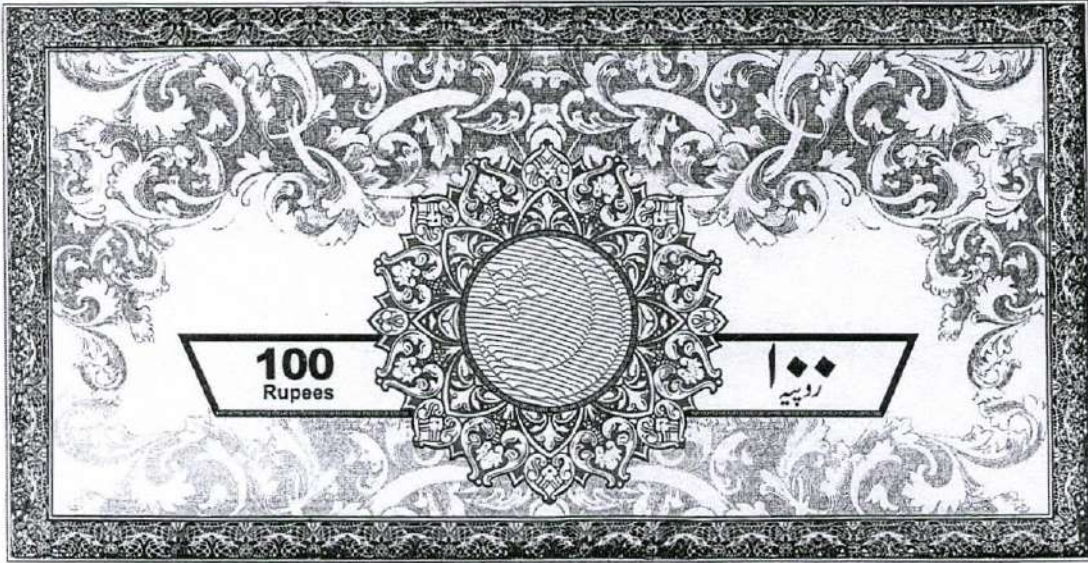
CNIC No. 61101-2278248-9

With

RDA

## MORTGAGE DEED





3	119 - 125	07	1321	6,300	1.16
4	126 - 133	08	1321	7,200	1.32
5	134 - 139	06	1321	4,401	0.81
6	140 - 145	06	1321	4,401	0.81
7	146 - 148	03	1321	2,054	0.38
<b>Total</b>		<b>39</b>	<b>----</b>	<b>32,456.00</b>	<b>5.96</b>

#### SUMMARY OF 20% OF COMMERCIAL PLOTS

S. No.	BLOCK	Area (Sft.)	AREA IN KANALS (5445)
1	Block - F	3,600.00	0.66
2	Block - G	6,783.00	1.25
3	Block - H	32,456.00	5.96
<b>TOTAL</b>		<b>42,839.26</b>	<b>7.87</b>

The mortgaged plots are also shown in red colour on the scheme plan in the Annexure.

2. The mortgagor shall pay stamp duties, registration charges and other incidental expenses for and in connection with this or any other document to be required in-respect of redemption of this mortgage deed.
3. The mortgagor shall submit and get approved designs of services from the concerned design approving agencies and completes development work with in a period of five years after sanction of the scheme.
4. The mortgagor shall provide roads, structure plan roads, sewerage system, drainage system, water supply system, electrification and street lights, horticulture works, solid waste management system, gas etc. within the scheme area.
5. The mortgagor or the plot owners shall pay the proportionate served area basis as and when demanded by the concerned design approving agency.
6. The Rawalpindi Development Authority shall release mortgaged plots, in proportion to development works, on obtaining field report form an agency, which approved design and Specification about the satisfactory completion of work as follows:
  - a. Twenty five percent of mortgaged plots on one hundred percent completion of water supply, sewerage and drainage works;
  - b. Twenty five percent of mortgaged plots on one hundred percent completion of bridge and footpath works;



S.No:3604, Dated:18-03-2016

Akhtar Masud Abbassi S/o Muhammad Maqsood Abbassi, Distt. Islamabad

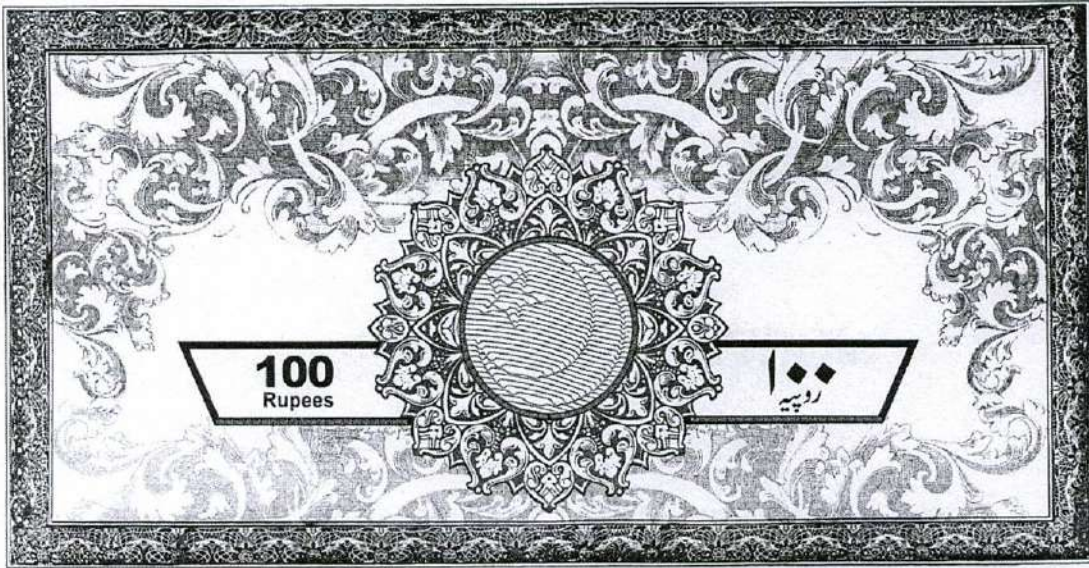
CNIC No. 61101-2278248-9

With

RDA

## MORTGAGE DEED





- c. Twenty five percent of mortgaged plots on one hundred percent completion of electricity and streetlight network;
  - d. Fifteen percent of mortgaged plots on one hundred percent payment of gas charges;
  - e. and
  - f. ten percent of mortgaged plots on one hundred percent completion of horticulture and solid waste management works
7. On completion of development works, the operation and maintenance of the infrastructure, public and utility services in the scheme shall be the responsibility of the residents and or the plot owners with such time that same are taken over by the concerned agencies.
  8. The Rawalpindi Development Authority shall not be responsible for undertaking development works in the scheme. If the mortgagor fails to do so and Rawalpindi Development Authority decides to undertake development works, the mortgagor will provide additional funds, for the development works over and above the amount received from the sale of the mortgaged plots.
  9. If at any stage, the land under the scheme or any part thereof is required by the Rawalpindi Development Authority or the Government for any public purpose, the mortgagor or his successor in interest or any other person claimed any right or interest in the said land shall have no objection to its acquisition.
  10. The plots mortgaged to the Rawalpindi Development Authority shall be open to inspection at any time by any officer deputed for the purpose.
  11. The mortgagor and or all plot owners of the scheme shall pay to Rawalpindi Development Authority the Betterment Fee as and when levied.
  12. The mortgagor hereby covenants with the Rawalpindi Development Authority and guarantees that he:
    - a. Shall from time to time and all times hereafter comply with all rules, regulation and bylaws framed by the Rawalpindi Development Authority under the respect laws.
    - b. Has exclusive and absolute ownership of the mortgaged property in which no one else has any claim, concern, right or interest of what so ever nature.
    - c. Has a legal right, full power, absolute authority to mortgage such property by way of such mortgage deed.
    - d. Has not, prior to the date of these presents, done, made, committed, caused or knowingly done any act under a deed or matter whereby the right to so mortgage has been or may be impaired.
    - e. Hereby declares that the property for provision of the development works is free from all sorts of encumbrance and charges and undertakes that the said property shall not be sold or charged without the prior approval in writing of the Rawalpindi Development Authority.
    - f. Shall not put the property in any other charge or otherwise transfer the same or any part thereof in any way and would keep and hold the Rawalpindi Development Authority secured harmless and indemnified against all losses and damages result of

S.No:3604, Dated:18-03-2016

Akhtar Masud Abbasi S/o Muhammad Maqsood Abbasi, Distt. Islamabad

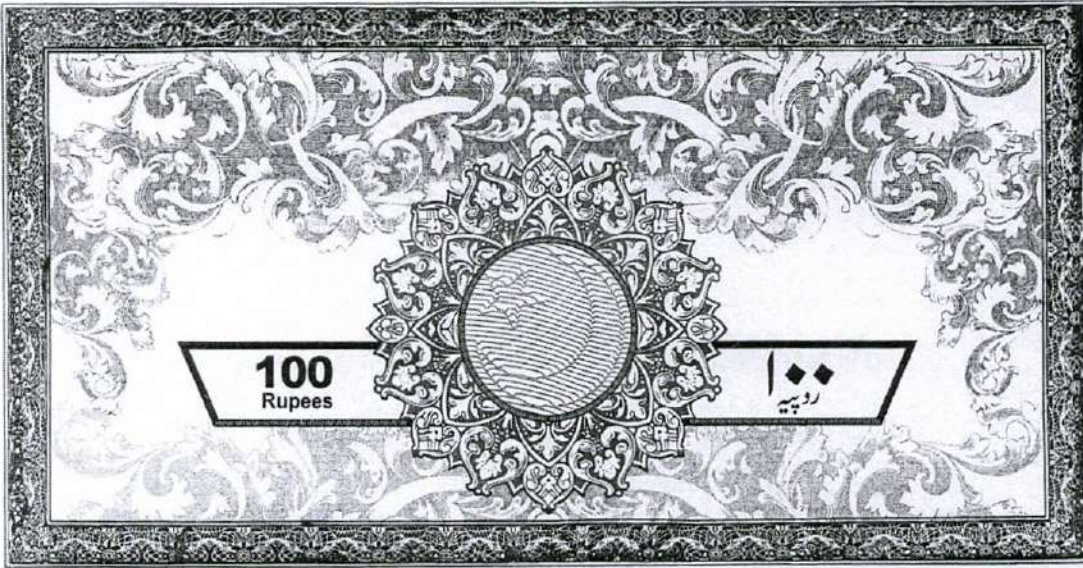
CNIC No. 61101-2278248-9

With

RDA

## MORTGAGE DEED






- any defect in title or any claim or demand preferred by any one with respect to the property or any part thereof.
- g. Shall keep the property mortgaged with the Rawalpindi Development Authority as security for the provision of development works to the satisfaction of the Rawalpindi Development Authority.
13. In case the mortgagor fails to provide the development works as required by the Rawalpindi Development Authority under the preceding clauses, the Rawalpindi Development Authority without any further notice to or concurrences on the part of the mortgagor shall be entitled to:
- Take possession of the mortgaged property.
  - Sell or dispose off the said property or any part thereof together or in parcel on the account and at the risk of mortgagor either privately or by public auction or by private contract on such terms and conditions as the Rawalpindi Development Authority shall think fit and proper, without the bid and intervention of a court of law and without prejudice to the Rawalpindi Development Authority's rights to execute the necessary sale deed, present it for registration and get the same registered and have the necessary mutation of names entered in the Government, revenue records, and on such transfer the property shall vest in the transferee, all rights in or to the property transferred, as if the property had been sold to the transferee by the owner and for the purpose aforesaid or any of them to make agreements, execute assurance and give effectual receipt for discharges for the purchase money and do all other acts and things for completing the sale, which the person or persons exercising powers of sale shall think proper of the aforesaid power shall be deemed to be a power to sell of concur in selling without the intervention of the court under the transfer of property Act - 1882.
14. The mortgagor shall abide by the conditions imposed in the letters of sanction of the scheme.

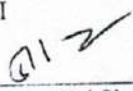
#### MORTGAGOR

Signed

  
**AKHTAR MASUD ABBASI,**  
 Managing Director,  
 Up Country Enclosures Pvt. Ltd.  
 61101-2278248-9  
 22 East, Saeed Plaza, 3rd Floor (B),  
 Jinnah Avenue, Blue Area, Islamabad

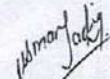
Witness - I

1.

  
 Muhammad Shabbir  
 NIC No.61101-1874373-9

Witness - II

2.

  
 Muhammad Usman Saddiq  
 NIC No.37405-5256426-9

Ref: UP Country/57/16

S.No:3604, Dated: 18-03-2016

Akhtar Masud Abbasi S/o Muhammad Maqsood Abbasi, Distt. Islamabad

CNIC No. 61101-2278248-9

With

RDA

## MORTGAGE DEED



**Water and Sanitation Agency**  
**Rawalpindi Development Authority**  
**Liaquat Bagh, Murree Road**  
**Rawalpindi, Pakistan**  
**Tel # 5539073 Fax:5539490**  
**DD(WS)/1958-A/048/WS**  
**27 Nov, 2015**

To


The Director (MP&TE)  
Rawalpindi Development Authority,  
Rawalpindi

Subject:

**REPORT & DESIGN SPECIFICATION OF WATER SUPPLY AND SEWERAGE SYSTEM OF THE SCHEME <sup>08</sup> COUNTRY HOUSING SCHEME, MOUZA KOT KHOLIAN, JATAL & RUPPA, TEHSIL & DISTRICT RAWALPINDI.**

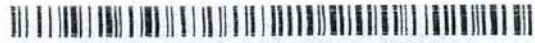
With reference to your letter No. RDA/MP&TE/F-PHS-116/364 dated 11-11-2015 on above noted subject.

2. The infrastructure design of subject housing scheme has been reviewed and vetted for approval subject to the following conditions:-
  - i. For the Proposed water supply sources, owners of the subject society may be directed to explore the proposed sources of water to meet the water requirement of the inhabitants of the housing scheme before the other development works.
  - ii. Sewerage Treatment Plant should be installed at appropriated location to ensure the treatment of raw sewerage according to WHO guidelines before discharging into any natural stream/ nullah. Design of STP be got vetted from this office before implementation.
3. In this regard undertaking on non judicial paper may be obtained from the owners of the society for provision of additional water from reliable sources and construction of sewage treatment plant prior to issuing any further approval.
4. Submitted for further necessary action.

  
27/11/15  
**Saqib Elahi**  
**Deputy Director (WS)**  
**For Managing Director**  
**WASA Rawalpindi**

CC to: -

1. PS to Director General, RDA
2. Office File.



TRANSFER DEED

Valuation of Rs 50000

This Transfer Deed made at Rawalpindi on the \_\_\_\_\_ day of \_\_\_\_\_ in year 2014 by Up Country Enclosures (Pvt.) Ltd. through authorized officer Mr. Akhtar Masud Abbasi NIC No. 61101-2278248-9 of the scheme Located at the Mouza Jatal & Kot Kollian, Rawalpindi. Hereinafter called the transferor.

IN FAVOUR OF

Rawalpindi Development Authority, Rawalpindi, hereinafter called the transferee.

Whereas the Transfer is absolute owner with possession of land measuring 2014 Kanal 8.5 Marlas.

Bearing Khewat No. 367, Khatooni No. 375, Khasra No. 69 measuring 85 Kanal 19 Marla in which share of 895/1719 measuring 44 Kanal 15 Marla,  
 Khewat No. 367, Khatooni No. 375, Khasra No. 67 measuring 2 Kanal 10 Marla in which share of 3/50 measuring 0 Kanal 3 Marla,  
 Khewat No. 367, Khatooni No. 375, Khasra No. 66 measuring 6 Kanal 18 Marla in which share of 33/138 measuring 1 Kanal 13 Marla,  
 Khewat No. 367, Khatooni No. 375, Khasra No. 76 measuring 9 Kanal 19 Marla in which share of 90/199 measuring 4 Kanal 10 Marla,  
 Khewat No. 367, Khatooni No. 375, Khasra No. 63 measuring 3 Kanal 12 Marla in which share of 10/72 measuring 0 Kanal 10 Marla,  
 Khewat No. 372, Khatooni No. 380, Khasra No. 65 measuring 2 Kanal 4 Marla in which share of 28/44 measuring 1 Kanal 8 Marla,  
 Khewat No. 333, Khatooni No. 341, Khasra No. 72 measuring 3 Kanal 12 Marla in which share of 30/72 measuring 1 Kanal 10 Marla,  
 Khewat No. 83, Khatooni No. 85, Khasra No. 61 measuring 1 Kanal 19 Marla in which share of 24/39 measuring 1 Kanal 4 Marla,  
 Khewat No. 191, Khatooni No. 195, Khasra No. 94/1 measuring 3 Kanal 10 Marla in which share of 23/70 measuring 1 Kanal 3 Marla,  
 Khewat No. 522, Khatooni No. 528, Khasra No. 85 measuring 1 Kanal 6 Marla in which share of 11/26 measuring 0 Kanal 11 Marla,  
 Khewat No. 395, Khatooni No. 403, Khasra No. 93 measuring 13 Kanal 5 Marla in which share of 32/265 measuring 1 Kanal 12 Marla,

*A*


RDA اب کثیر القویینزا لم اب لہ سنو رہا عو  
پہلے ایچ ڈی ن آفٹر مسعود عباسی


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*Muhammad Akhtar*  
Stamp Vendor Licence No.28  
District Court, Islamabad

Presented for registration of this transfer deed by Up Country Enclosures (Pvt.) Ltd. through authorized officer Mr. Akhtar Masud Abbasi S/o Mr. Muhammad Maqsood Abbasi R/o House No. 2-B, Street 10, Sector F-8/3, Islamabad before me at the office of Sub Registrar Rawalpindi on this 16<sup>th</sup> day of June Year 2014 between the hours 1400 to 1500 the Monday.

Executant:   
Akhtar Masud Abbasi  
61101-2278248-9

  
Sub Registrar Rawalpindi

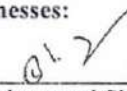
Execution and completion of this deed has been admitted by the said Executant who subscribes to and abides by all the terms and conditions set forth in the body of this deed.

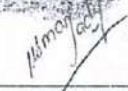
The executant is identified by:

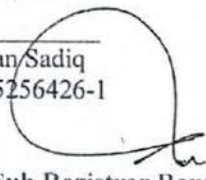
1. Muhammad Shabbir S/o Muhammad Maqsood CNIC No.61101-1874373-9
2. Muhammad Usman Sadiq S/o Muhammad Javed Akhtar CNIC No.37405-5256426-1

Executant:   
Akhtar Masud Abbasi  
61101-2278248-9

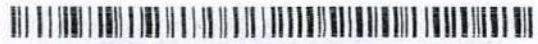
Witnesses:

1.   
Muhammad Shabbir  
CNIC No.61101-1874373-9

2.   
Muhammad Usman Sadiq  
CNIC No.37405-5256426-1

  
Sub Registrar Rawalpindi



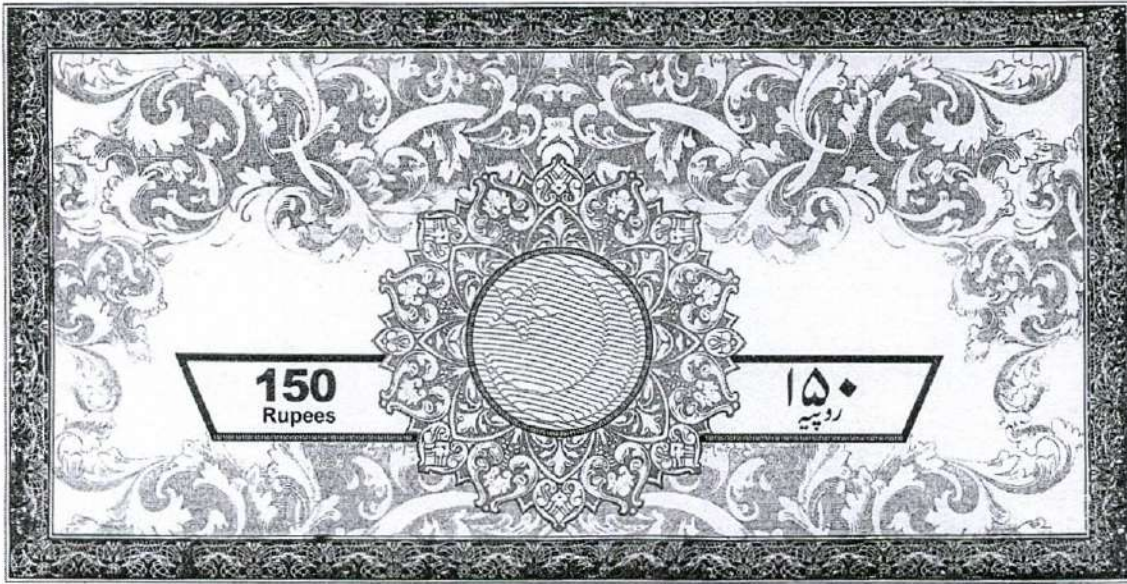


Khewat No. 462, Khatooni No. 469, Khasra No. 96/1 measuring 25 Kanal 7 Marla in which share of 200/507 measuring 10 Kanal 0 Marla,  
 Khewat No. 178, Khatooni No. 182, Khasra No. 110/1 measuring 2 Kanal 10 Marla in which share of 20/50 measuring 1 Kanal 0 Marla,  
 Khewat No. 273, Khatooni No. 279, Khasra No. 92 measuring 3 Kanal 9 Marla in which share of 5/69 measuring 0 Kanal 5 Marla,  
 Khewat No. 244, Khatooni No. 249, Khasra No. 110/2 measuring 3 Kanal 9 Marla in which share of 7/69 measuring 0 Kanal 7 Marla,  
 Khewat No. 197, Khatooni No. 201, Khasra No. 90 measuring 0 Kanal 12 Marla in which share of 2/12 measuring 0 Kanal 2 Marla,  
 Khewat No. 234, Khatooni No. 239, Khasra No. 96 measuring 11 Kanal 18 Marla in which share of 60/238 measuring 3 Kanal 0 Marla,  
 Khewat No. 291, Khatooni No. 297, Khasra No. 95 measuring 9 Kanal 4 Marla in which share of 47/184 measuring 2 Kanal 7 Marla,  
 In Mouza Jatal Teh & Distt Rawalpindi.



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*Waseem Akhtar*  
Stamp Vendor Licence No. 28  
District Court, Islamabad



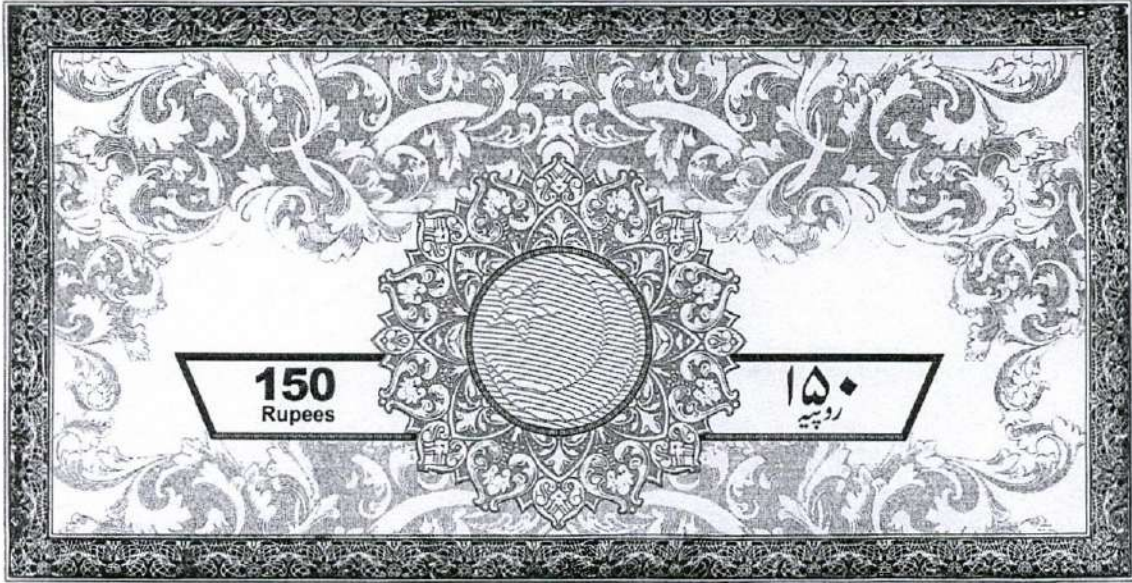
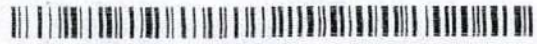
Bearing Khewat No. 90, Khatooni No. 142, Khasra No. 1575,1576,1588 measuring 23 Kanal 14 Marla in which share of 240/474 measuring 12 Kanal 0 Marla,  
 Khewat No. 136, Khatooni No. 247, Khasra No. 1321,1322,1323,1324 measuring 294 Kanal 10 Marla in which share of 2800/5890 measuring 140 Kanal 0 Marla,  
 Khewat No. 213, Khatooni No. 347, Khasra No. 1798 measuring 10 Kanal 0 Marla in which share of 100/200 measuring 5 Kanal 0 Marla,  
 Khewat No. 222, Khatooni No. 360, Khasra No. 1427,1428,1432,1433,1439,1489, 1422 measuring 26 Kanal 2 Marla in which share of 360/522 measuring 18 Kanal 0 Marla,  
 Khewat No. 224, Khatooni No. 362, Khasra No. 1431 measuring 60 Kanal 1 Marla in which share of 600/1201 measuring 30 Kanal 0 Marla,  
 Khewat No. 235, Khatooni No. 373, Khasra No. 1664,1361 measuring 4 Kanal 15 Marla in which share of 45/95 measuring 2 Kanal 5 Marla,  
 Khewat No. 236, Khatooni No. 375, Khasra No. 1809 measuring 5 Kanal 13 Marla in which share of 80/113 measuring 4 Kanal 0 Marla,  
 Khewat No. 243, Khatooni No. 382, Khasra No. 1426 measuring 15 Kanal 9 Marla in which share of 30/309 measuring 1 Kanal 10 Marla,  
 Khewat No. 244, Khatooni No. 383, Khasra No. 1553,1554,1555 measuring 26 Kanal 19 Marla in which share of 380/539 measuring 19 Kanal 0 Marla,  
 Khewat No. 246, Khatooni No. 385, Khasra No. 1556 measuring 46 Kanal 14 Marla in which share of 160/934 measuring 8 Kanal 0 Marla,  
 Khewat No. 251, Khatooni No. 390, Khasra No. 1318,1313 measuring 21 Kanal 7 Marla in which share of 140/427 measuring 7 Kanal 0 Marla,  
 Khewat No. 262, Khatooni No. 402, Khasra No. 1515,1516 measuring 3 Kanal 0 Marla in which share of 24/60 measuring 1 Kanal 4 Marla,  
 Khewat No. 264, Khatooni No. 404, Khasra No. 1513 measuring 8 Kanal 0 Marla in which share of 40/160 measuring 2 Kanal 0 Marla,  
 Khewat No. 265, Khatooni No. 405, Khasra No. 1514,1517,1518 measuring 7 Kanal 13 Marla in which share of 100/153 measuring 5 Kanal 0 Marla,  
 Khewat No. 268, Khatooni No. 409, Khasra No. 1590,1509,1591 measuring 7 Kanal 15 Marla in which share of 60/155 measuring 3 Kanal 0 Marla,  
 Khewat No. 269, Khatooni No. 410, Khasra No. 1511 measuring 1 Kanal 7 Marla in which share of 10/27 measuring 0 Kanal 10 Marla,  
 Khewat No. 270, Khatooni No. 411, Khasra No. 1349,1396,1395,1398,1372,1383,1407,1385 measuring 26 Kanal 10 Marla in which share of 240/530 measuring 12 Kanal 0 Marla,  
 Khewat No. 272, Khatooni No. 413, Khasra No. 1421 measuring 16 Kanal 15 Marla in which share of 40/335 measuring 2 Kanal 0 Marla,



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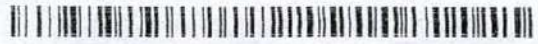
*Waseem Akhtar*  
Stamp Vendor Licence No.28  
District Court, Islamabad



Khewat No. 273, Khatooni No. 414, Khasra No. 1424,1434,1440 measuring 13 Kanal 3 Marla in which share of 80/263 measuring 4 Kanal 0 Marla,  
 Khewat No. 274, Khatooni No. 415, Khasra No. 1449 measuring 5 Kanal 4 Marla in which share of 40/104 measuring 2 Kanal 0 Marla,  
 Khewat No. 276, Khatooni No. 448, Khasra No. 1665 measuring 16 Kanal 9 Marla in which share of 140/329 measuring 7 Kanal 0 Marla,  
 Khewat No. 276, Khatooni No. 418, Khasra No. 1665 measuring 16 Kanal 9 Marla in which share of 37/658 measuring 0 Kanal 14 1/2 Marla,  
 Khewat No. 278, Khatooni No. 420, Khasra No. 1423 measuring 6 Kanal 2 Marla in which share of 60/122 measuring 3 Kanal 0 Marla,  
 Khewat No. 280, Khatooni No. 422, Khasra No. 1334 measuring 20 Kanal 6 Marla in which share of 200/406 measuring 10 Kanal 0 Marla,  
 Khewat No. 287, Khatooni No. 431, Khasra No. 1326,1327,1328 measuring 4 Kanal 15 Marla in which share of 40/95 measuring 2 Kanal 0 Marla,  
 Khewat No. 297, Khatooni No. 445, Khasra No. 1541 measuring 7 Kanal 7 Marla in which share of 20/147 measuring 1 Kanal 0 Marla,  
 Khewat No. 328, Khatooni No. 487, Khasra No. 1678,1679 measuring 18 Kanal 11 Marla in which share of 40/371 measuring 2 Kanal 0 Marla,  
 Khewat No. 377, Khatooni No. 540, Khasra No. 1343,1352,1353,1354,1355,1357,1359, 1360,1362,1363,1365 measuring 24 Kanal 17 Marla in which share of 240/497 measuring 12 Kanal 0 Marla,  
 Khewat No. 378, Khatooni No. 541, Khasra No. 1486,1487 measuring 15 Kanal 8 Marla in which share of 100/308 measuring 5 Kanal 0 Marla,  
 Khewat No. 388, Khatooni No. 554, Khasra No. 1806 measuring 10 Kanal 7 Marla in which share of 80/207 measuring 4 Kanal 0 Marla,  
 Khewat No. 411/1, Khatooni No. 580/1, Khasra No. 1319 measuring 41 Kanal 0 Marla in which share of 600/820 measuring 30 Kanal 0 Marla,  
 Khewat No. 434, Khatooni No. 604, Khasra No. 1800 measuring 6 Kanal 5 Marla in which share of 60/125 measuring 3 Kanal 0 Marla,  
 Khewat No. 436, Khatooni No. 606, Khasra No. 1299 measuring 9 Kanal 11 Marla in which share of 40/191 measuring 2 Kanal 0 Marla,  
 Khewat No. 436/1, Khatooni No. 606/1, Khasra No. 1298,1300 measuring 36 Kanal 9 Marla in which share of 240/729 measuring 12 Kanal 0 Marla,  
 Khewat No. 458, Khatooni No. 632, Khasra No. 1539 measuring 9 Kanal 19 Marla in which share of 60/199 measuring 3 Kanal 0 Marla,  
 Khewat No. 459, Khatooni No. 633, Khasra No. 1536 measuring 13 Kanal 16 Marla in which share of 80/276 measuring 4 Kanal 0 Marla,

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Waseem Akhtar  
Stamp Vendor License No. 28  
District Court, Islamabad



Khewat No. 461, Khatooni No. 635, Khasra No. 1538,1537 measuring 8 Kanal 9 Marla in which share of 60/169 measuring 3 Kanal 0 Marla,

Khewat No. 487, Khatooni No. 673, Khasra No. 1561,1792,1794,1795,1802, 2017, 1581/1, 2016/1581,2017/1581,1331,1341,1338,1380,1374,1375,1373,1369,1382,1332,1371,1488,1448, 1473,1474,1480,1442,1479,1444,1367,1368,1399,1397,1393,1472,1477,1481,1805,1803,1550, 1549,1552,1563,1568,1356,1568/1,1589,1580,1425,1491,1314,1301,1250,1251,1310,1252,1499 ,1498,1496,1497,1477,1475,1457,1458,1450,1451,1438,1437,1485,1492,1270,1495,1510, 1506,1558,1559,1560,1356,1566,1568,1589,1580,1571,1569,1583,1567/1,1505,1504,1312,1597 ,1799,1810,1811,1812 measuring 597 Kanal 15 Marla in which share of 5981/11955 measuring 299 Kanal 1 Marla,

Khewat No. 488, Khatooni No. 674, Khasra No. 1320,1345,1302, 1309,1311,1312, 1315, 1316,1317,1500,1501,1557 measuring 43 Kanal 3 Marla in which share of 400/863 measuring 20 Kanal 0 Marla,

Khewat No. 1, Khatooni No. 2, Khasra No. 1394 measuring 5 Kanal 0 Marla in which share of 60/100 measuring 3 Kanal 0 Marla,

In Mouza Kot Kollian Teh & Distt Rawalpindi.



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Wasim Akhtar  
Stamp Vendor Licence No. 28  
District Court, Islamabad





And whereas RDA has approved the layout plan of scheme on land of the transferor including the area under revenue paths and water courses measuring a total of **2014 Kanal 8.5 Marla**. Total area of **780 Kanal 03 Marlas** (show in the plan) is reserved for public use detailed below and thereafter called the property.

Sr. No.	Land Use	Kanal	Marla
1.	Road	496	16 1/2
2.	Park etc.	241	18 1/2
3.	Graveyard	40	13 1/2
4.	1% Public Area	0	14 1/2
<b>Total</b>		<b>780</b>	<b>03</b>

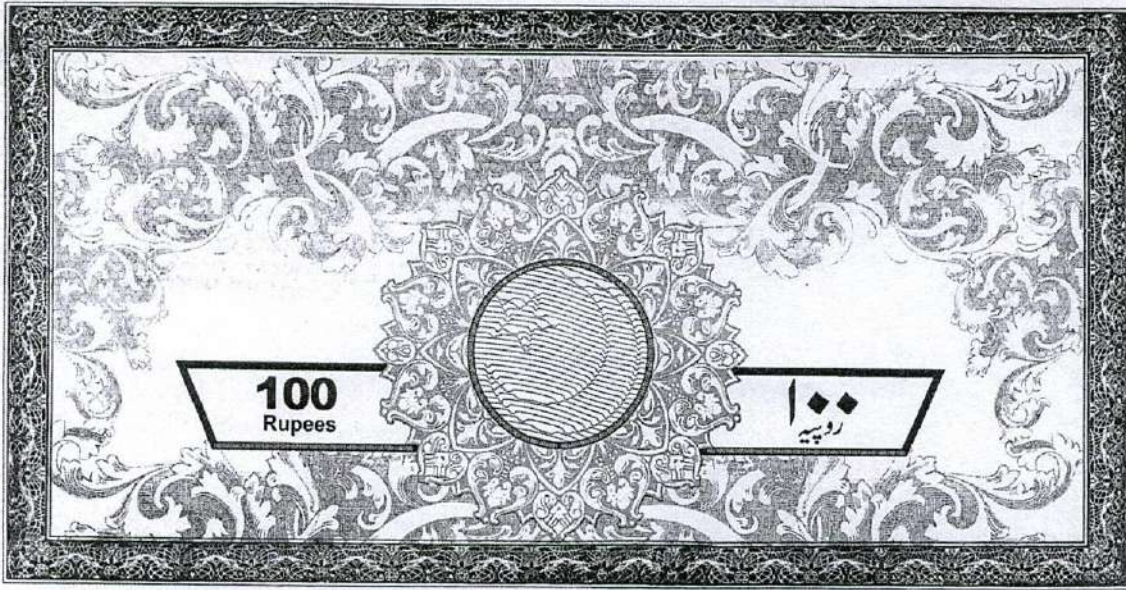
Schedule of area with khasra No. under the property is at annex-II.

Now therefore, this deed witnesses as follows:

1. That the transferor hereby warrants that he is the absolute owner of the property and no person whatsoever has any charge, encumbrance, lien or mortgage over the property and same is free there from.
2. That in consideration of public welfare the transferor hereby transfers to the transferee free of charge all his rights, interests easements, appurtenant hereto in the property and to hold the same to the transferee as absolute and lawful owner.
3. That the transferor further agrees that all times hereinafter. Upon request and at expense to execute or cause to be executed lawful deed and act whatever for better and more perfectly conveying and assuring the property for the transferee, its heirs, executors, administrators, assignees as shall be reasonable required by the transferee and placing it in its possession or same according to true interests and meaning of the deed.

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*Waseem Akhtar*  
Stamp Vendor Licence No.28  
District Court, Islamabad



4. That even after execution of this transfer deed the transferor will be responsible for maintenance of area transferred till such time that the same is taken over by an agency responsible for maintenance.
5. That the transferor shall abide by conditions imposed in the Transfer Deed.

In witness whereof the Transferor has hereinto set his hand on the day and the year first above written.

#### THE TRANSFEROR

Signed

  
\_\_\_\_\_

Name **Akhtar Masud Abbasi**

NIC No 61101-2278248-9

Address House No. 2-B, Street 10, Sector F-8/3, Islamabad.

#### Witness 1

Signed

  
\_\_\_\_\_

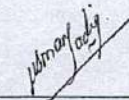
Name **Muhammad Shabbir**

NIC No. 61101-1874373-9

Address House # A-26, Nazim ud din  
Road, Sector F-7/1, Islamabad.

#### Witness 2

Signed

  
\_\_\_\_\_

Name **Muhammad Usman Sadiq**

NIC No. 37405-5256426-1

Address House # M-987-A, Street No.52,  
Mohallah Amarpura, Rawalpindi



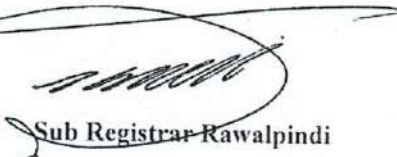
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Waseem Akhtar  
Stamp Vendor Licence No. 28  
District Court, Islamabad

CERTIFICATE

Registered this deed at No. 9650 Book No. 1 Vol No.  
2418 page No. 25 and its duplicate copy pasted in the  
additional Book No. 1 Vol No. 5357 on butts No.  
238 to 244 on this 16th day of June 2014 the  
Monday in the office of Sub Registrar Rawalpindi

The executant and witnesses have signed / thumbs marked in my presence.

  
Sub Registrar Rawalpindi



# ENVIRONMENT PROTECTION DEPARTMENT

Government of the Punjab  
4 - Lytton Road, Lahore.  
National Hockey Stadium, Ferozpur Road, Lahore



NO. DD (EIA)/EPA/F-403(IEE)/2709/2013/1227  
Dated: 25/10/2013

To

Mr. Akhter Masood Abbasi,  
Chief Executive,  
M/S Up Country Enclosures (Housing Scheme),  
R/O H # 2-B, St # 10, F- 8/3,  
Islamabad.

Subject:

**ENVIRONMENTAL APPROVAL**

(Under Section 12 of the PEP Act, 1997 (Amended 2012) read with IEE/EIA Regulations, 2000)

1. Description of Project: Construction of M/s Up Country Enclosures (Housing Scheme) comprising of 51 % residential area, 24 % roads, 05 % commercial area/ public area, 12 % open areas/ parks/ green belts, ring road area and graveyard over an area of 2014.42 Kanals Approximately (1792 plots of different sizes).
2. Location of Project: The project site is located at Mouza Kot Koliyan, Roopa, Jataal, District Rawalpindi.
3. Date of receiving of IEE 24.05.2013.
4. After review of the Initial Environmental Examination (IEE) Report, SIR by DOE and other relevant record, the Environmental Protection Agency, Punjab accord approval for construction phase of the above mentioned project subject to the following conditions:
  - i. The proponent shall ensure compliance of National Environmental Quality Standards (NEQS).
  - ii. Mitigation measures suggested in the IEE Report and Environmental Management Plan (EMP) shall be strictly adhered to minimize any negative impacts on soil, ground water, air and biological resources of the project area.
  - iii. Monitoring shall be carried out during the entire period of the project activities. Monitoring reports of the whole operation shall be submitted to EPA, Punjab on monthly basis.
  - iv. The proponent shall not discharge treated or untreated wastewater in a surface or sub-surface water body that may be used for drinking or agriculture purpose.
  - v. The proponent shall install wastewater treatment facility prior to final disposal.
  - vi. The proponent shall obtain prior permission from the concerned authority for effluent disposal and shall lay down a pipe line for safe disposal of treated wastewater into the municipal waste water channel.
  - vii. The proponent shall dispose of solid waste in a proper scientific way in consultation with TMA/District Government.
  - viii. The proponent shall plant at least 2000 trees of minimum height 6-7 feet especially of indigenous species in and around the project area on available space within six months. The proponent will also take measures for the protection and maintenance of these trees.
  - ix. The proponent shall follow building byelaws and the construction plan approved by the competent authority/TMA.
  - x. The proponent shall do proper landscaping after completion of the project.
  - xi. The proponent will provide a copy of IEE report and copy of this letter to the contractors also for their information and compliance of conditions / measures suggested in these documents.
  - xii. The proponent shall take measures for supply of safe drinking water to the residents.
  - xiii. The proponent shall ensure construction of septic tanks in every house

*fah*  
P.T.O



Director Airspace  
& Aerodrome Regulations  
HQs PAKISTAN CIVIL AVIATION AUTHORITY  
Jinnah International Airport  
Karachi-75200  
Tele: 9221 - 99242741  
Fax: 9221 - 99242676  
E-mail: daar@caapakistan.com.pk

HQCAA/1117/005/ARAS(PIC)/11006

Dated: 19/11 - November-2013

**REVISION OF NOC FOR PROVISION OF HEIGHTS FOR CONSTRUCTION OF BUILDINGS AT UP COUNTRY ENCLOSURES, MOUZA KOT KOLIYAN, RUPA, JATAAL, TEHSIL & DISTRICT RAWALPINDI**

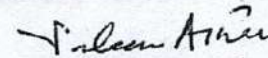
1. Reference is made to your letter No. UCE/CAA/MOD/01 dated: 04-11-2013 on the subject.
2. Civil Aviation Authority has no objection to the construction of **200 feet (Two hundred feet)** Above Ground Level (AGL) or **1884 feet** Above Mean Sea Level (AMSL) high buildings (including over head water tank, antenna, Neon sign board etc. on roof top) at (333339.04196N 725615.37002E, 333336.49901N 725634.85703, 333313.73804N 725555.12364E and 333311.01770N 725614.26842E) at Up Country Enclosures, Mauza Kot Koliyan, Rupa, Jataal, Tehsil & District Rawalpindi, with the following terms and conditions:-
  - a) Height of the building should not be more than **200 feet (Two hundred feet)** Above Ground Level (AGL) or **1884 feet Above Mean Sea Level (AMSL)** including over head water tank, antenna, Neon sign board etc. on roof top.
  - b) Obstruction light must be provided on top of the building in accordance with the specification contained in Para 6.3 of chapter 6 of Aerodrome Standard Manual of Pakistan (ASMP) (copy enclosed).
  - c) The refuse shall not be kept open but always be stored in covered containers to ensure that birds are not attracted.
  - d) Civil Aviation Authority shall not accept liability for any loss(s)/damage(s) /inconvenience suffered due to noise or other aviation related activities or any other claim by other Organizations/person(s).
  - e) Civil Aviation Authority reserves the right to cancel the said NOC if the terms & conditions are not complied with and in addition, if the work is not commenced within one year from the date of issue, the NOC will be treated as canceled.
  - f) This NOC is only valid for height clearance and does not cover the NOCs required by other organization/agencies etc.
  - g) NOC from Director Air Traffic Services, Air Headquarters PAF, Islamabad must also be obtained before the start of work.
  - h) Completion of work is also required to be notified to HQCAA for the issuance of notices to the Aviators.
3. This NOC is only related to the clearance / permissible height at proposed location and does not absolve the holder for fulfilling requirement of other concerned departments. Moreover, any omission due to submission of incorrect data or marginal error **shall not entitle** the holder for any claim whatsoever in future. In addition at any stage if, any dispute of land on the said survey numbers arises with CAA, this NOC shall be canceled immediately.

Encl. As stated in Para 2(b)

✓ MR. AKHTER MASOOD ABBASI,  
Chief Executive,  
Up Country Enclosures (Pvt.) Ltd.,  
House # 2-B, Street # 10, F-8/3,  
Islamabad.

**Copy to:-**

- Director ATS, Air Headquarters, Islamabad.
- Airport Manager BBIAP, Islamabad.
- PD NBBIAP, Fateh Jhang, Islamabad.
- A/GM Procedure Design, HQCAA.
- Incharge AIS HQCAA

  
(MUHAMMAD SALEEM ATHAR)  
Director Airspace and  
Aerodrome Regulations

AHQ/1532/2/ATS (PC-125/13)

22 January, 2014

**Mr Akhtar Masud Abbasi** ✓  
Managing Director  
M/s Up Country Enclosures (Pvt) Limited  
House # 2-B, Street # 10, F-8/3,  
Islamabad (Tel : 051-2255018, 2250209)

**NOC FOR CONSTRUCTION OF BUILDINGS AT UP COUNTRY  
ENCLOSURES IN MOUZA KOT KOLIYAN RUPA JATAAL  
TEHSIL AND DISTRICT RAWALPINDI**

1. Reference your letter No Up Country/20, dated 06 December, 2013.
2. Air HQ has no objection to the construction of buildings of **two hundred (200 feet)** Above Ground Level (AGL) height at Up Country Enclosures in Mouza Kot Koliyan Rupa Jataal Tehsil & Distt Rawalpindi (333339.04196N 725615.37002E, 333336.49901N 725634.85703E, 333313.73804N 725555.12364E and 333311.01770N 725614.26842E). Following terms & conditions are to be strictly followed by the applicant. After completion of construction, Air Headquarters Islamabad (Dte of ATS) is to be informed for inspection:-
  - (a) Height of the buildings / infrastructure including signboards, water tanks, antenna, etc shall not exceed **two hundred (200 feet)** AGL.
  - (b) No variation in the site and height of building is allowed.
  - (c) Garbage / refuse shall be kept in covered containers and disposed of properly to eliminate fire / bird hazards.
  - (d) Obstruction lights shall be installed as per CAA specified criteria.
  - (e) Govt rules promulgated vide Works of Defence Act 1903 are to be strictly adhered to.
3. Following conditions are also required to be noted for compliance:-
  - (a) NOC is also to be obtained from local Civil Administration.
  - (b) AHQ will not accept any liability for any loss, damage or inconvenience suffered due to noise or other effects of aviation related activities or any other claim.
  - (c) Air HQ reserves the right to cancel this NOC without accepting any liability in case terms & conditions are not complied with.

**ISLAMABAD****Electric Supply Company Limited**

www.iesco.com.pk

Head Office, Street No.40, Sector G-7/4, Islamabad

No. 2083-87 /CEO/IESCO/CE(P&E)/HS-310Date 20 /03/2013

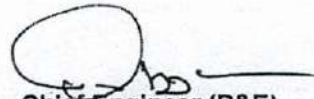
**Mr. Akhtar Masud Abbasi**  
Managing Director  
Up-Country Enclosures  
(Pvt) Ltd. Islamabad

**Subject: DEMAND NOTICE FOR GRID SHARING COST IN RESPECT OF EXTERNAL ELECTRIFICATION OF UP-COUNTRY ENCLOSURES HOUSING SCHEME RAWALPINDI.**

In pursuance of MOU signed on 20.03.2013 between IESCO and Management / sponsor of **Up-Country Enclosures Housing Scheme**, you are required to deposit the 25% grid sharing cost of 132 KV transmission line and Grid Station amounting to **Rs.10.200 Million**. This amount shall be deposited with Finance Director IESCO Head Office Islamabad through bank draft / pay order in the name of Chief Executive Officer IESCO Islamabad within **30 days** positively from the signing date of above quoted MOU.

Moreover, after making the above payment, this office may be informed immediately for further necessary action. The copy of MOU is enclosed herewith for your information and record please.

**DA/ Copy of MOU:**

  
**Chief Engineer (P&E)**  
**IESCO Islamabad**

Copy to:-

1. Finance Director IESCO Islamabad. He is requested to intimate this office immediately as and when the above payment received from the sponsor of the housing society.
  2. Addl: Manager L&L IESCO Islamabad
  3. Project Director (CO) IESCO Ibd
  4. SE (E) IESCO Rawalpindi Circle.
- Master File





### MEMORANDUM OF UNDERSTANDING

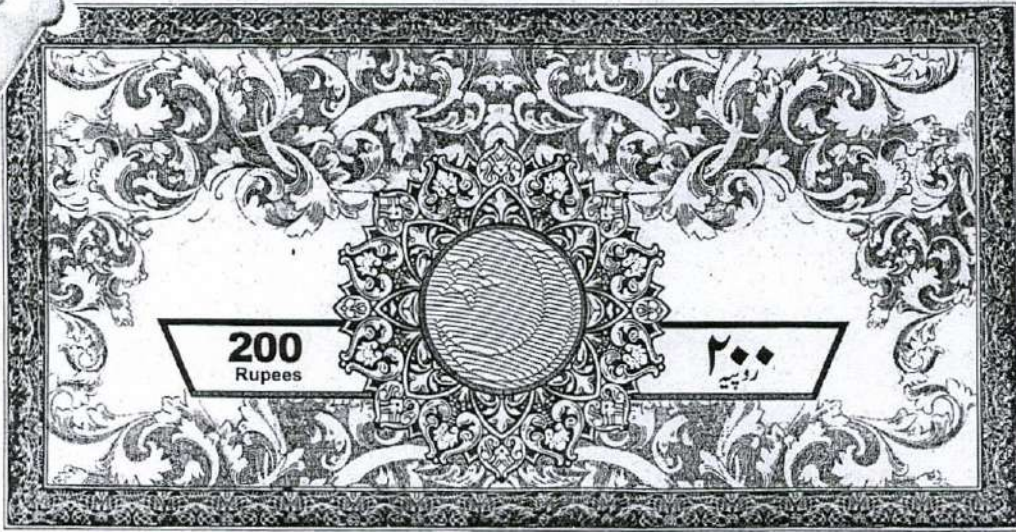
The Memorandum of Understanding is entered into at Islamabad the 20th March 2013 by and between Islamabad Electricity Supply Company Limited (Here in after called as IESCO) and Up-Country Enclosures (Pvt) Ltd Islamabad Sponsor of Up-country Enclosures Housing Scheme Rawalpindi (Herein after called Sponsor).

The terms and conditions of MOU in respect of Up-Country Enclosures Housing Scheme Rawalpindi are as under:-

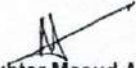
1. The Ultimate load of Up-Country Enclosures Housing Scheme Rawalpindi is **7.467 MW** :-
  - i. The Up-Country Enclosures Housing Scheme consists of 1775 No. residential plots having ultimate load 5.498 MW and commercial areas alongwith School, Mosque, Street light etc. having ultimate load of 1.969 MW. The commercial load is assessed for 02 stories. Moreover the external electrification work against commercial building/plazas shall be carried out by IESCO after receipt of request from sponsors/owners and vetting/approval of the same by IESCO as per SOP in vogue for commercial buildings/plazas. If commercial load increases the limit of 1.969 MW then sponsor will have to pay the additional Grid Sharing cost for the enhanced load.
  - ii. The Sponsor will share the cost of 132 KV Transmission line and 132 KV Grid Station against their ultimate load demand of 7.467 MW in respect of Up-Country Enclosures Housing Scheme Rawalpindi assessed by the consultant according to PEPCO/IESCO housing policy. The total Grid sharing cost of **7.467 MW @ Rs.5.464 million per MW** comes to **Rs.40.800 million**. The share cost of 132 KV T/L and 132 KV Grid Station for the ultimate load demand of 7.467 MW will be shared by the sponsor and IESCO on share basis of 25% sponsor, 25% individual consumer & 50% IESCO). The 25% share of the sponsor comes to **Rs.10.200 million**. The sponsor will pay this amount in lump sum within 30 days after signing of this MOU.
  - iii. The individual consumers will pay their respective share cost at the time of getting electric connections @ 1366/KW. The share cost will be assessed as per plot size (ultimate load) irrespective of applied load in the light of standing instructions of IESCO for ascertaining the load according to Plot sizes of the Housing Schemes.
  - iv. If the sponsor applies for extension of load, they will have to pay the proportionate Grid share cost of extended load as per then prevailing rules and regulations of IESCO / PEPCO.
2. The Scheme shall be fed from proposed 132 KV Grid station through 02 No. 11 KV feeder to be constructed by Sponsor on self execution basis. The proposed 132 KV Grid station will be constructed by IESCO in future after development of load & requirement of Grid Station in the vicinity at the land to be provided by the FOECHS free of cost.
3. The Sponsor will provide & transfer 02 Kanals of land free of cost to IESCO for construction of IESCO office within or in the near vicinity of the Housing Scheme.
4. The Sponsor will provide complete Right of Way facilities for construction of 11 KV feeders from the proposed Grid station.



5. After payment of Grid sharing cost, IESCO will provide interim electricity connection upto 500 KVA from the existing system if found feasible till permanent arrangement. The execution of work for interim supply i.e. HT / LT (underground) and pad mounted T/former (s) will be carried out by the Sponsor on self execution basis according to vetted / approved external electrification design, which will be part & partial of the permanent system. The IESCO will energize the system for interim supply after completion of work by the Sponsor.
6. The external electrification work of HT lines/ LT lines / Sub Stations inside the housing Scheme shall be underground and carried out by the sponsor at their own, through PEPCO /IESCO approved contractor after proper vetting of the design by IESCO and as per terms and conditions of the vetting, applicable for self execution of external electrification work by the sponsor.
7. The system inside the housing Scheme will be laid down by the sponsor at his own cost as per criteria given below.
  - i. The electrical network and civil work for the same including Gate, Path & Road crossings shall be constructed / carried out by the sponsor as per IESCO's approved design and conform to the PEPCO / IESCO SDI.
  - ii. The material shall be purchased from IESCO approved manufacturers.
  - iii. All purchase orders shall be vetted by the office of Chief Engineer (P&E) IESCO before issuing to the firms / manufacturers.
  - iv. Sponsor of the Scheme will bear full responsibility for the procurement and installation of quality material according to IESCO approved specification.
  - v. The sponsor will not purchase / use material bearing DISCO's monogram or DISCO's / IESCO colour Scheme or identification.
  - vi. Purchased material relating documents and invoices shall be examined by IESCO to ensure that legitimate material has been used in the Scheme.
  - vii. In case DISCO's /IESCO material found installed, IESCO reserves the rights to lodge FIR against the sponsor and the MOU will be revoked unilaterally by IESCO.
  - viii. Sponsors name and name of the Scheme shall be embossed on Transformers /Cables and all other electrical equipments/ material.
  - ix. The technical team of IESCO will monitor the execution of external electrification as per agreed down terms and conditions and letter of approval/vetting to be issued.
  - x. The sponsor shall provide a bank guarantee equivalent to 25% of the total electrification cost of the entire project, valid for the entire period up to completion of full electrification work of the Housing Scheme.
  - xi. After construction of electrical network the sponsor shall provide a completion report along-with as built map which will be prepared by the sponsor's consultant showing proper inventory of lines and equipments installed according to approved BOQ/Cost estimate. The committee will ensure that all the electrical and civil works executed by the sponsors are as per approved/vetted design and conform to the PEPCO / IESCO SDI.
  - xii. The work of external electrification work completed by the sponsor as per design shall be properly taken over by IESCO after full satisfaction of its inspection committee to be constituted by the competent Authority after receipt of completion report.
  - xiii. The energization shall only be allowed when the electrification system is constructed and taken over by the IESCO.

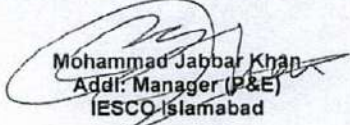


8. Metering will be done on individual basis by IESCO. For the purpose, the connections will be given by IESCO after permanent arrangement of supply is made and receipt of NOC from the sponsor to individual.
9. The sponsor shall pay the vetting fee and inspection / supervision charges @ 1.5% each respectively of the total estimated cost of the network / external electrification work at the prevailing IESCO store issue rates immediately as and when demanded by IESCO.
10. In addition to vetting fee and inspection/supervision charges as per Clause-09 above, the sponsor of housing Scheme shall also deposit material inspection charges @ 2.5% direct to CE (MI) NTDC on the cost of material to be inspected by the office of CE (MI) NTDC Lahore.
11. The sponsor shall not extend the electrical network outside the approved layout plan / Scheme without the permission of IESCO.
12. Watch and ward will be the responsibility of sponsor of housing Scheme.
13. Replacement of any damaged electrical material / equipment inside the Scheme for 10 years w.e.f. energization / taking over of the system by IESCO will be the responsibility of the sponsor of housing Scheme.
14. The sponsor of housing Scheme shall abide by all the terms and conditions issued by IESCO/PEPCO Authorities time to time regarding self execution of external electrification work. IESCO also reserve the right to change any term and condition as and when necessary in future.
15. Any dispute arising out of the implementation / interpretation of terms of agreement will be referred to Arbitration consisting of two Arbitrators, one each to be appointed by both parties. In case of inability to come to a constructive conclusion between the Arbitrators, the matter will be referred to Chief Executive Officer IESCO Islamabad and his decision will be final.
16. If the sponsor is found acting in contravention of Agreement or any of his acts adjudged or liable to be adjudged prejudicial to any of the clauses concaved herein or any other instructions issued from time to time, IESCO reserve the right to revoke this agreement unilaterally and is also authorized to impose penalty as deemed fit.

  
Akhtar Masud Abbasi  
Managing Director  
Up-Country Enclosures  
(Pvt) Ltd Islamabad

612  
Muhammad Shabbir Abbasi  
Director  
Up-Country Enclosures  
(Pvt) Ltd Islamabad

  
Abdul Wahid Khan  
Chief Engineer (P&E)  
IESCO Islamabad

  
Mohammad Jabbar Khan  
Addl: Manager (P&E)  
IESCO Islamabad

  
Qazi Arif Latif  
Addl: Manager (L&L)  
IESCO Islamabad



Standard Chartered  
Standard Chartered Bank (Pakistan) Limited

Islamabad-Markaz F-7  
PKR 3039039

Pay

CHIEF EXECUTIVE OFFICER  
IESCO, ISLAMABAD

PAKISTAN RUPEE TEN MILLION TWO HUNDRED THOUSAND ONLY.

A/C # 09-9016422-72  
BILLS PAY SCB CONSUMER

PAYABLE AT ANY BRANCH IN PAKISTAN.

⑈03039039⑈038007⑈

*Received in*

*17/04/2013*

*Syed Sital Wali Shah*

NOT TO EXCEED PKR 10,200,000.00\*\*  
REF : DD00291304160456

03039039

Or Order 16-04-2013

For Standard Chartered Bank (Pakistan) Limited

PKR 10,200,000.00\*\*

Authorised Signatory

*(Signature)*

MAJID SULTAN  
Customer Services Manager

Standard Chartered Bank (Pakistan) Ltd  
6-A Union Arcade B-7 Markaz Islamabad

~~Syed Sital Wali Shah  
Branch Operation Manager  
Standard Chartered Bank (Pakistan)  
6-A Union Arcade B-7 Markaz Islamabad~~

⑈03039039⑈

**RAWALPINDI DEVELOPMENT AUTHORITY**

Metropolitan Planning & Traffic Engineering Dte.

Murree Road Rawalpindi

Phone # 5554043 Fax # 5530423

No.RDA / MP&TE / F - PHS-116/136

Dated 25/04/2013

To

The Director LD&EM,  
RDA, Rawalpindi,

Subject:

**TOWN PLANNING OF UP COUNTRY ENCLOSURE (PVT). LTD, MOUZA  
KOT KOLIAN, ROOPA, JATAAL, TEHSIL & DISTT, RAWALPINDI.**

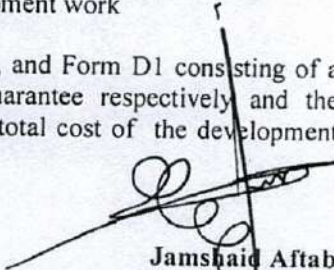
Reference:

*Application from the Managing Director of Up-Country Enclosure (Pvt.) Ltd vide letter No. up-country/15 dated 29.03.2013 regarding the subject noted above.*

The Director General, RDA has been pleased to approve the layout plan of above referred housing scheme as per Rule 16(3)(c) of Punjab Private Housing Scheme and Land subdivision Rules 2010.

The approved Layout Plan super-imposed on Khasra Plan of the subject scheme is being forwarded for the completion of following pre-requisite as required under the Rule 17 of Punjab Private Housing Scheme and Land subdivision Rules 2010:

- i. Transfer Deed in accordance of Form B of Punjab Private Housing Scheme and Land subdivision Rules 2010 for free of cost to Rawalpindi Development Authority for:
  - a) Area reserved for road, open spaces, park and graveyard, solid waste management.
  - b) 1% of scheme area for public building, excluding area of mosques.
- ii. Mortgage Deed in favour of RDA:
  - a) a mortgage deed, in accordance with Form C, 20% for Housing Scheme of saleable area as security for completion of development work
  - OR
  - b) a performance bond, in accordance with Form D, and Form D1 consisting of a performance agreement and furnish a bank guarantee respectively and the amount of bank guarantee shall be equivalent to total cost of the development works.

  
Jamshaid Aftab  
Director (MP&TE)

**No. & Date Even.**

**Copy for information to:**

1. Mr. Masood Akhtar Abbasi, Managing Director, Up-Country Enclosure (Pvt.) Ltd. House No. 2-B, Street No. 10, Sector F-8/3, Islamabad, along with direction to complete the pre-requisite formalities under Rule 17 of Punjab Private Housing Scheme and Land subdivision Rules 2010 i.e. i). Submit a transparency of approved layout plan also indicating the plots to be mortgaged. ii) . Soft copy of approved LOP geo-referred with the coordinate system of Survey of Pakistan
2. The Deputy Director (Planning), to follow up
3. PS to DG, RDA
4. Circulation File

DUPLICATE

**DEPOSIT SLIP**

(2) Depositor's Copy

6924

S. No. \_\_\_\_\_ Dated 6/11/13  
RAWALPINDI DEVELOPMENT AUTHORITY

A/C No. 9395-2  
National Bank City Branch

Due Date of Deposit \_\_\_\_\_

Depositor's Name & Address \_\_\_\_\_

UP-Courty Enclosure Plot

Rep. ing 1/1 Conversion Fee

Balance Fee

Particulars of Payment	Amount	
	Rs.	Ps
1 Scrutiny/Approval Fee (Residential)		
2 Scrutiny/Approval Fee (Commercial)		
3 Scrutiny/Approval Fee (Add / All)		
4 Scrutiny Fee / Penalty (Completion)		
5 Commercial/Industrial/Change of Land Use Fee		
6 Renewal of License Fee of Arch/Town Planner	6.69.00	
7 NOC <u>Balance Fee</u>		
8 Sub Division Fee		
9 Scrutiny of Document Fee (PHS)		
10 Approval of Layout Plan Fee		
11 Approval of Infrastructure Fee		
12 Photocopy Fee (Documents / Plans)		
13 Transfer Fee		
14 Recovery of Arrears		
15 Cost of Extra Land under the		
16 possession of allottee		
17 Enhance cost of land received from the		
18 of Saldpur Road Scheme		
19 Penalty for Late Construction		
20 Sale of Plots		
21 Rent of RDA Shops Saldpur/10%Penalty		
22 Development Charges		
23 Tender Fee		
24 Enlightenment/Renewal Fee of Contractor		
25 Other		
* Service Charges		10 00
<u>P.D.A Total</u>	<u>669.00</u>	
Rs. (In Words) <u>Six Lac Sixty Nine</u>		
<u>thousand &amp; ten only</u>		

(Office Seal)

CONFIDENTIAL

General Headquarters  
General Staff Branch  
Military Intelligence Directorate  
Rawalpindi  
Telephone : 561-33625  
185-A/S&AI Coy (MI-6)/KCNA/18  
20 November 2008

To: Mr Wajid Ali Khan, Section Officer ✓  
Ministry of Defence (D-28)  
Rawalpindi

Information: Lt Col Muhammad Ramzan,  
Strategic Plans Division (O&P)  
Chaklala

Lt Col (R) Ijaz Hussain  
Directorate General Inter Services Intelligence  
Islamabad

Subject: Grant of NOC For The Development of Housing Scheme Out Side KCNA Area

Ministry of Defence, Rawalpindi letter number 6/30/Misc/D-28/2008 dated 23 June 2008 refers.

General Headquarters, General Staff Branch (Military Intelligence Directorate), has no objection from TERRAIN POINT OF VIEW against Development of Housing Scheme by the Up - Country Enclosures (Private) Limited at Mouza Kot Kolian, District Rawalpindi, subject to the following conditions:-

- Handwritten notes on the left: *Chaklala*, *H/92*, *27/11*, *Piu. on Pels*, *Asst*
- NOC will be issued to authority concerned on clearance of SPD / New International Airport Authorities Islamabad.
  - Exact demarcation plan showing the delineation of the outer perimeter of the Commercial Project and the land acquired for the purpose should be forwarded to Strategic Plans Division under intimation to Military Intelligence Directorate (MI-6) before start of the work.
  - No extension / expansion of the facility will be undertaken without seeking NOC from this Directorate.
  - Multi storey structures should not be constructed within 500 Meters of Rawalpindi - Fateh Jang road.

*Handwritten signature*  
Lieutenant Colonel  
For Chief of the General Staff  
(Muhammad Abid)

CONFIDENTIAL

*Reminder to Lt Col*

*Asst*

*7/11*  
*27/11*  
*Piu. on Pels*  
*Asst*

CONFID

Joint Staff Headquarters  
Strategic Plans Division  
Chaklala  
Tel: Military: 5097196  
920/22/C/2009/O&P/OS  
21 July 2009

To: Mr Wajid Ali Khan  
Section Officer D-28 (IS) ✓  
Ministry of Defence  
Rawalpindi

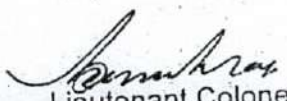
Information: HQ Security Div, SPD

- With reference to their letter no 9780/Security/  
920/22/C/2009/O&P/OS

Subject: Grant of NOC for the Dev of Housing Scheme-up-Country Enclosures (Pte)  
Ltd Measuring 2200 Kanals in Mouza Kot Kolian Dist Rawalpindi

Ministry of Defence letters no 6/30/Misc/D-28/208 dated 12 June 2009 refers.

SPD has no objection for the grant of NOC to develop Up-Country Enclosures Housing Scheme located at Kot Kolian (GR-021430) District Rawalpindi over an area of 2200 Kanals as requested, please.

  
Lieutenant Colonel  
for Director General Strategic Plans Division  
(Muhammad Ramzan)

CONFID

7/5/09  
27/7/09  
M

M  
27/7



CONFIDENTIAL

DIRECTORATE GENERAL  
INTER SERVICES INTELLIGENCE  
ISLAMABAD

Subject: Grant of NOC for the Development of Housing Scheme - Up-Country Enclosures (Pvt) Ltd Measuring 2200 Kanal in Mouza Kot Kolian District Rawalpindi

Ministry of Defence letter number 6/30/Misc/D-28/2008 dated 16 July and even number dated 24 September 2009 refer.

1. We have no objection from counter intelligence point of view for grant of NOC to Up-Country Enclosures (Pvt) Ltd over an area of 2200 Kanals in Mouza Kot Kolian, District Rawalpindi, provided other concerned also have none.
2. Forwarded as desired, please.

XOX

Lieutenant Colonel  
for Director General of Intelligence  
( Muhammad Zafar Iqbal )

Mr Wajid Ali Khan  
Section Officer  
Ministry of Defence (D-28)  
Rawalpindi

No. 6002/NAUp-Country/93(C-1) dated 10 October 2009

Document Identification: 8WH60. Approved By :Lieutenant Colonel @ Ijaz Hussain  
Note: Computer Generated Documents Do Not Require Signature.

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**CONFIDENTIAL**  
No. 6/30/Misc/D-28/2008  
Government of Pakistan  
Ministry of Defence  
Rawalpindi the 20<sup>th</sup>, Oct'2009

From: Wajid Ali Khan  
Section Officer

To: The Rawalpindi Development Authority (RDA)  
(Mr. Samiullah Khan Niazi Dy Director (Planning))  
Metropolitan Planning & Traffic Engg. Dte  
Liaquat Bagh Murree Road Rawalpindi.

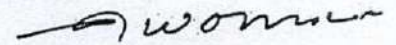
Subject: **GRANT OF NOC FOR DEVELOPMENT OF HOUSING  
SCHEME NAMED UP-COUNTRY ENCLOSURES (PVT)  
LTD.**

Dear Sir,

Please refer to your letter No.RDA/MP&TE/PHS-116/168 dated 27-05-2008 on the above subject.

2. Ministry of Defence has no objection for the grant of NOC to Up-Country Enclosure (Pvt)-Ltd for the Development of Housing Scheme over an area measuring 2200 Kanal in Mouza Kot Kolian (GR-021430) District Rawalpindi, subject to the following conditions:-

- a. NOC may also be obtained from New International Airport Authorities Islamabad.
- b. Exact demarcation plan showing the delineation of the outer perimeter of the Commercial Project and the land acquired for the purpose should be forwarded to Ministry of Defence before start of the work.
- c. No extension/expansion of the facility will be undertaken without seeking NOC from Ministry of Defence.
- d. Multi-storey structures should not be constructed within 500 meters of Rawalpindi Fateh Jang road.



(Wajid Ali Khan)  
Section Officer

**Up Country Enclosures  
(Pvt.) Ltd.**

Ref: UpCountry/16

15 - March - 2013

To,

Director (MP & TE)  
Rawalpindi Development Authority,  
Liaquat Bagh,  
Rawalpindi.

Subject: Sanctioning of Scheme Fee @ Rs. 1,000/kanal

Reference: No RDA/MP&TE/F-PHS-116/79 - dated 1 - 3 - 2013

Dear Sir,

I am submitting a pay order No. 02992100 drawn at Standard Chartered Bank, F-7 Branch, Islamabad amounting to Rs. 2,032,000/- as sanctioning of scheme fee @ Rs. 1,000/kanal for land in Mouza Kot Kollian, Jatal and Rupa.

Yours sincerely,

  
Akhtar Masud Abbasi  
Managing Director

✓ 1 Copy to Director General, RDA

DUPLICATE

**DEPOSIT SLIP**

(2) Deposit 45,908

S. No. \_\_\_\_\_ Dated 28/2/13  
**RAWALPINDI DEVELOPMENT AUTHORITY**  
A/C No. 9395-2  
National Bank City Branch

Due Date of Deposit \_\_\_\_\_

Depositor's Name & Address Akhtar Masood  
Ah. Basi

Regarding Up Conty Enclosures  
H# 2 B H 10 F-8/3 Islamabad

Particulars of Payment	Amount	
	Rs.	Ps
1 Scrutiny/Approval Fee (Residential)		
2 Scrutiny/Approval Fee (Commercial)		
3 Scrutiny/Approval Fee (Add / Alt)		
4 Scrutiny Fee / Penalty (Completion)		
5 Commercialization Change of Land Use Fee		
6 Renewal of License Fee of Arch/Town Planner		
7 NOC Fee		
8 Fision Fee		
9 Security of Document Fee (PHS)	<u>PP Rs 10,000/-</u>	
10 Approval of Layout Plan Fee	<u>Rs 20,000/-</u>	
11 Approval of Architecture Fee		
12 Photocopy Fee (1000/1 Photo)		
13 Transfer Fee		
14 Recovery of Arrears		
15 Cost of Extra Land under the		
16 possession of allottee		
17 Enhance cost of land received from the		
18 allottees of Saidpur Road Scheme		
19 Markup		
20 Penalty for Late Construction		
21 Sale of Plots		
22 Rent of RDA Shoppe Saidpur/10% Penalty		
23 Development Charges		
24 Tender Fee		
25 Enlistment/Renewal Fee of Contractor		
26 Stamp		
* Service Charges		10 00
<b>R.D.A. Total</b>	<u>Rs 20,420/-</u>	
In Words) <u>Twenty thousand four hundred and twenty</u>		

(Office Seal)

NO 2992100 NO 03800711

NO 20

PAYABLE AT ANY BRANCH IN PAKISTAN.

A/C # 09-9016422-72  
BILLS PAY SCB CONSUMER

PAKISTAN RUPEE TWO MILLION  
ONLY.  
A/C PAYEE ONLY  
THIRTY TWO THOUSAND

Authorized Signatory  
Majid Sultan  
Customer Services Manager  
PS ID 1302474

For Standard Chartered Bank (Pakistan) Limited

Or Order 14-03-2013

Standard Chartered  
Standard Chartered Bank (Pakistan) Limited  
Islamabad-Markaz F-7  
PKR 2992100

NOT TO EXCEED PKR 2,032,000.00\*\*  
REF : DD00291303140884

02992100

**Up Country Enclosures  
(Pvt.) Ltd.**

Ref: UpCountry/15

15 - March - 2013

To,

Director (MP & TE)  
Rawalpindi Development Authority,  
Liaquat Bagh,  
Rawalpindi.

Subject: Land Use Conversion Fee @ 1 % of Land Value In Mouza  
Kot Kolian, Jatal & Roopa

Reference: No RDA/MP&TE/F-PHS-116/79 - dated 1 - 3 - 2013

Dear Sir,

I am submitting a pay order No. 02992098 drawn at Standard Chartered Bank, F-7 Branch, Islamabad amounting to Rs. 5,651,000/- as land use conversion fee @ 1% of land value in Mouza Kot Kolian, Jatal and Rupa.

Yours sincerely,

  
Akhtar Masud Abbasi  
Managing Director

✓ Copy to Director General, RDA

DUPLICATE

**DEPOSIT SLIP**

(2) Depositor's Copy  
4547

S. No. \_\_\_\_\_ Dated 28/2/13  
**RAWALPINDI DEVELOPMENT AUTHORITY**  
 A/C No. 9395-2  
 National Bank City Branch

Due Date of Deposit \_\_\_\_\_

Depositor's Name & Address M. A. Masood  
Abbasi

Regarding UP Country Enclosures  
H. 2. B. 4. 10, F-5/2 Islamabad

Particulars of Payment	Amount	
	Rs.	Ps
1 Scrutiny/Approval Fee (Residential)		
2 Scrutiny/Approval Fee (Commercial)		
3 Scrutiny/Approval Fee (Add / Alt)		
4 Scrutiny Fee / Penalty (Completion)		
5 Commercialization Change of Land Use Fee	56,510/-	
6 Renewal of License Fee of Arch/Town Planner		
7 NOC Fee		
8 Station Fee		
9 Scrutiny of Document Fee (PHS)		
10 Approval of Layout Plan Fee		
11 Approval of Infrastructure Fee		
12 Photocopy Fee (Document / Plants)		
13 Transfer Fee		
14 Recovery of Arrears		
15 Cost of Extra Land under the		
16 possession of allottee		
17 Enhance cost of land received from the		
17 allottees of Saidpur Road Scheme		
18 Mark-up		
19 Penalty for Late Construction		
20 Sale of Plots		
21 Rent of RDA Shops Saidpur/10%Penalty		
22 Development Charges		
23 Tender Fee		
24 Equipment/Renewal Fee of Contractor		
25 Other		
Service Charges		10 00
<b>Total</b>	<b>Rs 56,510/-</b>	
In Words <u>پانچ سو اسی ہزار روپے</u>		

(Office Seal)

⑈02992098⑈038007⑈

⑈020⑈

PAYABLE AT ANY BRANCH IN PAKISTAN.

RDA  
 REF # LAND USE CONVERSION  
 PAKISTAN RUPEE FIVE MILLION SIX HUNDRED FIFTY  
 ONE THOUSAND ONLY.  
 A/C # 09-9016422-72  
 BILLS PAY SCB CONSUMER

A/C PAYEE ONLY

Authorized Signatory  
 Majid Sultan  
 Customer Services Manager  
 PS ID 1302474

Standard Chartered  
 Standard Chartered Bank (Pakistan) Limited  
 Islamabad-Markaz F-7  
 PKR 2992098

NOT TO EXCEED PKR 5,651,000.00\*\*  
 REF : DD00291303140873

02992098

Or Order

14-03-2013

PKR 5,651,000.00\*\*

For Standard Chartered Bank (Pakistan) Limited

**Up Country Enclosures  
(Pvt.) Ltd.**

Ref: UpCountry/14

15 – March - 2013

To,

Director (MP & TE)  
Rawalpindi Development Authority,  
Liaquat Bagh,  
Rawalpindi.

Subject: Submission of Planning Fee

Reference: No RDA/MP&TE/F-PHS-116/79 – dated 1 – 3 – 2013

Dear Sir,

I am submitting a pay order No. 02992099 drawn at Standard Chartered Bank, F-7 Branch, Islamabad amounting to Rs. 10,000/- as planning permission fee for land in Mouza Kot Kolhan, Jatal and Rupa.

Yours sincerely,

  
Akhtar Masud Abbasi  
Managing Director

✓ 1 Copy to Director General, RDA

DUPLICATE

**DEPOSIT SLIP**

(2) Depositor's Copy

S. No. \_\_\_\_\_ Dated 28/2/13  
**RAWALPINDI DEVELOPMENT AUTHORITY**  
A/C No. 9395-2  
National Bank City Branch  
Due Date of Deposit \_\_\_\_\_

Depositor's Name & Address Akhtar Masood  
Abbasi

Regarding Up Comby Enclosures  
H.P. 2-B H/10, F-8/3 Islamabad

Particulars of Payment	Amount	
	Rs.	Ps
1 Scrutiny/Approval Fee (Residential)		
2 Scrutiny/Approval Fee (Commercial)		
3 Scrutiny/Approval Fee (Add / Alt)		
4 Scrutiny Fee / Penalty (Completion)		
5 Commercialization Change of Land Use Fee		
6 Renewal of License Fee of Arch/Town Planner		
7 _____		
8 Sub division Fee		
9 Scrutiny of Document Fee (PHS) <u>PP A 10,000/-</u>		
10 Approval of Layout Plan Fee <u>Rs 20,000/-</u>		
11 Approval of Structure Fee		
12 Photocopy Fee (PHS)		
13 Transfer Fee		
14 Recovery of Arrears		
15 Cost of Extra Land under the		
16 possession of allottee		
17 Enhance cost of land received from the		
18 allottee of Soldput Road Scheme		
19 Marking		
20 Penalty for Late Construction		
21 Sale of Plots		
22 Rev. of R.O. (House Saleput) Penalty		
23 Development Charges		
24 Tender Fee		
25 Enlistment/Renewal Fee of Contractor		
26 _____		
27 _____		
* Service Charges		10 00
<b>T.D.A. Total</b> <u>Rs 20,420/-</u>		
Rs. (In Words) <u>Twenty thousand four hundred and twenty only</u>		

(Office Seal)

PAYABLE AT ANY BRANCH IN PAKISTAN.  
A/C # 09-9016422-72  
BILLS PAY SCB CONSUMER  
PAKISTAN RUPEE TEN THOUSAND ONLY.

A/C PAYEE ONLY

Authorized Signatory  
Majid Sultana  
Customer Services Manager  
PS ID 1302474

PKR \*\*10,000.00\*\*

For Standard Chartered Bank (Pakistan) Limited

Or Order

14-03-2013

Standard Chartered  
Standard Chartered Bank (Pakistan) Limited  
Islamabad-Markaz F-7  
PKR 2992099

NOT TO EXCEED PKR \*\*10,000.00\*\*

REF : DD00291303140878

02992099





**RAWALPINDI DEVELOPMENT AUTHORITY**

Metropolitan Planning & Traffic Engineering Dte.

Liaquat Bagh, Murree Road Rawalpindi

Phone # 5554043 Fax # 5530423

RDA/MP&TE/F-PHS -17/94

Dated 22-03-2012

To

Mr Akhtar Masud Abbasi,  
Managing Director,  
UP Country Enclosures (Pvt) Ltd  
House # 2-B, Street #10, F-8/3,  
Islamabad

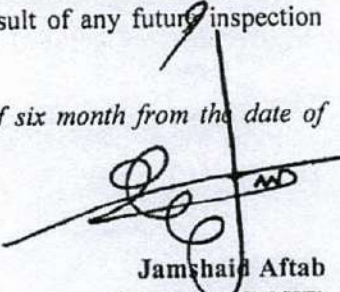
Subject:-

**PLANNING PERMISSION REGARDING UP COUNTRY HOUSING  
SCHEME, MOUZA KOT KOLIAN, ROOPA, JATAL, RAWALPINDI**

1. The competent Authority is pleased to accord Planning permission to your housing scheme namely "UP COUNTRY ENCLOSURES" for an area of 1751 Kanal 8 Marla in Mouza Kot Kolian, Roopa, Jatal, Rawalpindi.
2. This planning permission is subject to following conditions:-
  - i. Sponsor will complete all the formalities as per conditions of WASA regarding the water supply, Sewerage/ Drainage and disposal of solid waste mentioned in the following:
    - a. Trial boring at the proposed potential sites may be completed and Electric logging from some expert Agency be carried out before conversion. Also water sample from the bore be got tested from approved laboratory for SWQP. No work shall be started till the successful development of the water source.
    - b. Detail design of water supply and sewerage system in to be submitted for approval before starting the execution of work.
    - c. Raw Sewage may be properly treated before discharging into natural stream.
    - d. Rain water harvesting concept for preserving the water may also be included in the planning of the scheme.
  - ii. The sponsor shall submit layout/ landuse distribution plan of the scheme and other relevant documents and fees in conformation with "Punjab Private Housing Scheme and Land Subdivision Rules 2010"
  - iii. Infrastructure design of water supply and sewerage may be got vetted from the WASA before physical implementation. Accordingly the sponsors shall address the observation as referred in para (i) (a) after the approval of Town planning and para (i) (b),(c),(d) at the stage of infrastructure design approval.
  - iv. Right of way of major traffic corridors as per Master plan approved by the Authority must be protected.
  - v. The sponsors will not advertise the scheme till the final approval of town planning/ land use distribution plan and completion of subsequent formalities laid down by RDA.
  - vi. Town planning/ land use distribution should clearly indicate the plots to be mortgaged with the LD&EM Directorate, RDA for security of development, which will the

- LD&EM Directorate, RDA for security of development, which will be released in ratio of development at site.
- vii. Site for sewerage treatment, plant would be clearly marked in the land use distribution plan/ town planning of the scheme.
- viii. Following fee/ charges will be paid to RDA by sponsors regarding approval of town planning of the scheme over an area of scheme 1751 kanals 8 marla:-
- Approval of town planning of the scheme Rs. 1000/ Kanal
  - Change of Land use fee @ 1 percent of the value of residential land as per valuation table
  - Infrastructure design approval fee Rs 1000/ Kanal
  - Approval of electricity and street light at the rate fixed by WAPDA
- ix. The owner would submit an affidavit to the effect that if any dispute regarding land ownership arises at any later stage they would be responsible to resolve the issue at their own risk and cost. In the event of any advertent claim raised by any one regarding the ownership of errors, fraud in information / document provided of you or in case of dispute of land ownership at any later stage, the entire responsibility will rest with you without any liability to RDA and the sponsor / owner of the scheme would be responsible to resolve the issue.
- x. The owner of the scheme will get NOC from EPA Govt. of Punjab with reference to development in the proposed town planning subsequently which shall be submitted prior to the approval of town planning of the scheme but not later than expiry of one month.
- xi. The owner will submit NOC from Civil Aviation Authority
- xii. In case of breach of any of the above referred terms& conditions, the planning permission granted shall be withdrawn and appropriate action under the Punjab Development of Cities Act 1976 would be taken.
- xiii. The sponsor will be responsible to meet any objections/ financial implications raised by any Govt. agency / audit authority as a result of result of any future inspection observation.

*Note: This planning permission is valid only for the period of six month from the date of issuance.*

  
Jamshaid Aftab  
Director (MP&TE)

**No. & Date Even.**

**Copy for information to:**

1. Director (LD&EM),RDA.
2. Director Engineering, RDA.
3. Director ( Water Supply), RDA
4. The Assistant Director (P), to follow up
5. PS to DG, RDA.
6. Circulation file.