

KARACHI BUILDING & TOWN PLANNING REGULATIONS (AMENDMENT) 2011

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PART – I KARACHI BUILDING CONTROL AUTHORITY NOTIFICATION

No. Chief Executive/SBCA 2011/SB-527
Karachi the 20th September 2011.

In exercise of the power conferred by Section 21-A of Sindh Building Control Ordinance, 1979 the Authority is pleased to make and promulgate the following Amendments in the existing Karachi Building & Town Planning Regulations – 2002 in its: **Chapter – 3 - PERMITS AND PROCEDURE and Chapter-5- PUBLIC SALE PROJECTS.**

The following Amendments made by the Authority under SBCO, 1979 are hereby published for general information:-

These amendments shall be called KARACHI BUILDING & TOWN PLANNING REGULATIONS (AMENDMENT) 2011.

S/No.	Regulations No.	Proposed Amendments
1.	3-2.10	<p><u>Notice of Verification of Building Lines (Plinth Verification)</u></p> <p>Every person who commences any building work except Category I under these Regulations, upon completion of plinth and in the case of basements, upon the completion of foundations and shall give notice to the Authority on prescribed form (ZP-4), and shall not proceed further with the work for a period of 15 days from the date of receipt by the Authority of such notice, to enable the Authority to verify the building lines. The Authority shall intimate within the aforesaid period, to the owner or his representative, approval of verification of building line or of any error which may be found in the building line, on prescribed form (ZD-6). Verification of the buildings lines by the Authority in no way implies the acceptance of the title, location of the land, which is the sole responsibility of the applicant/owner. If no such intimation is received from Authority, the owner will be entitled to proceed with the building works after giving notice to the Authority provided the construction is in accordance with the approved building plan.</p>
2.	5-1.10	<p><u>Agreement between Builder and Allottee</u></p> <p>Within 30 days of booking of the unit and before issuance of Allocation letter by the Builder, both the Builder and the allottee will execute an agreement as specified in Form DNP-3 in pursuance of Section 12 (4) of SBCO. The agreement will be got countersigned / witnessed by the ABAD within 15 days otherwise Builder will not be allowed to collect further payment / instalments as per the approved schedule of payment.</p> <p>In case of non-execution of Agreement between Builder and Allottee, KBCA will not act as an Arbitrator in any dispute between the Builder and Allottee.</p>
3.	5-1.11.3	<p>If no response to the Authority is received from the allottee during the said period, the cancellation of the unit shall be confirmed by the Authority and intimated to the Builder. In case the cancellation is made before the execution of agreement, the builder shall refund the total amount paid till date by the allottee within 30 days. However, if the agreement has been executed, 15% of the paid amount shall be retained by the builder and rest within six (6) months' time with post-dated cheques will be refunded.</p>

4.	5-1.13	<p><u>Documentation and Connection & Meter Charges.</u></p> <p>Documentation charges for sub-lease and loan, and external service connection charges for gas, electricity, sewage and water shall be clearly mentioned in the schedule of payment and agreement between the builder and allottee at the time of booking. This amount should be paid at the time of deposit of challan. In case any allottee fails to make this payment he shall pay mark up on the amount at the prevailing Bank rate.</p>
5.	5-1.17	<p><u>Withdrawal of Allotment.</u></p> <p>The allottee if he/she so wishes can withdraw his/her allotment of the unit by surrendering the original letter of allocation / allotment to the company and in this event the Builder will refund to the allottee the amount deposited till that time. In case the cancellation is made before allotment the Builder shall refund total amount paid by the allottee till cancellation within 30 days. However, after the allotment of unit 25% of the amount paid that far, for the unit, shall be retained by the Builder and the rest of the amount shall be refunded within 12 months' time with post-dated cheques.</p>
6.	5-1.19	<p><u>Sublet & Transfer of Allotment.</u></p> <p>Before the approval of the completion plan and occupancy certificate by KBCA, the allottee can sublet, transfer or sell his unit to any one with prior written permission of the builder who shall allow such transfer on receipt of all outstanding dues up to that time and a transfer fee of 2% of the total price of the unit. After obtaining occupancy certificate from KBCA and handing over possession to the allottee, sale purchase of the unit will be made through registered Sale Deed thereafter the purchaser will obtain NOC from the Authority for transfer / mutation of the unit through the concerned land controlling agencies such as Revenue Group of Office of CDGK.i.e</p>
7.	5-1.20.2	<p><u>Physical Possession and Care-taking Charges.</u></p> <p>In case of occupancy/completion certificate is issued by the Authority on the basis of clause No.3-2.15.3.The operation and maintenance of generator will be in a manner that 20% will be borne by the builder and 60% by the occupied units and 20% by the unoccupied units this arrangement is seized after the commissioning the utilities by the utilities agencies.</p>
8.	5-1.25.2	<p>The maintenance of the project after obtaining occupancy certificate from the Authority will be the responsibility of the builder who can charge appropriate maintenance charges from the allottees / residents with mutual consent till such time the maintenance of the project is taken up by the Registered Residents Co-op Society.</p>
9.	5-2.10	<p><u>Agreement between Developer and Allottee.</u></p> <p>Within 30 days of booking of the plot and before issuance of Allocation letter by the Developer, both the Developer and the allottee will execute an agreement as specified in Form DNP-3 in pursuance of Section 5 (4) of SBCO. The agreement will be got countersigned / witnessed by the ABAD within 15 days otherwise Developer will not be allowed to collect further payment / instalments as per the approved schedule of payment.</p> <p>In case of non-execution of Agreement between Developer and Allottee, SBCA will not act as an Arbitrator in any dispute between the Builder and Allottee.</p>
10.	5-2.11.3	<p>If no response to the Authority is received from the allottee during the said period, the cancellation of the unit shall be confirmed by the Authority and intimated to the Developer. In case the cancellation is made before the execution of agreement, the developer shall refund the total amount paid till date by the allottee within 30 days. However, if the agreement has been executed, 15% of the paid amount shall be retained by the Developer and rest within six (6) months' time with post-dated cheques will be refunded</p>

11.	5-2.12	<p><u>Documentation and Connection & Meter Charges.</u></p> <p>Documentation charges for sub-lease and loan, and external service connection charges for gas, electricity, sewage and water shall be clearly mentioned in the schedule of payment and agreement between the developer and allottee at the time of booking. This amount should be paid at the time of deposit of challan. In case any allottee fails to make this payment he shall pay mark up on the amount at the prevailing Bank rate.</p>
12.	5-2.15	<p><u>Withdrawal of Allotment.</u></p> <p>The allottee if he/she so wishes can withdraw his/her allotment of the unit by surrendering the original letter of allocation / allotment to the company and in this event the Developer will refund to the allottee the amount deposited till that time. In case the cancellation is made before allotment the Developer shall refund total amount paid by the allottee till cancellation within 30 days. However, after the allotment of unit 25% of the amount paid that far, for the unit, shall be retained by the Developer and the rest of the amount shall be refunded within 12 months' time with post-dated cheques.</p>
13.	5-2.17	<p><u>Sublet & Transfer of Allotment.</u></p> <p>Before the approval of the completion certificate by the concerned Agency, the allottee can sublet, transfer or sell his unit to any one with prior written permission of the developer who shall allow such transfer on receipt of all outstanding dues up to that time and a transfer fee of 2% of the total price of the unit. After obtaining completion certificate from concerned Agency and handing over possession to the allottee, sale purchase of the unit will be made through registered Sale Deed thereafter the purchaser will obtain NOC from the Authority for transfer / mutation of the unit through the concerned land controlling agencies such as Revenue Group of Office of CDGK.i.e</p>

-SD-
20-SEP-2011
AGHA SIRAJ KHAN DURRANI
AUTHORITY
(Under SBCO 1979)
Minister Local Government
Chief Executive, SBCA.

Karachi: Dated **20th September 2011.**

A copy is forwarded for immediate necessary action to:-

1. Chief Secretary, Sindh
2. Secretary to Local Government
3. Secretary to Chief Secretary
4. District Coordination Officer, Karachi
5. Director General, SBCA

Copy to Superintendent Govt. Press Govt. of Sindh with the request to please publish the above in the gazette of notification.