

Undertaking

(On Stamp Paper Worth Rs.500/- Duly Signed By Oath Commissioner)

I, _____, S/O, D/O, W/O _____ having
CNIC No. _____, Contact No. _____ R/O _____
_____, do hereby solemnly affirm and declare as under:-

1. I am owner of Plot no. _____ Sector, _____, Phase _____, Measuring _____, situated in Defence Housing Authority, Lahore Cantt.
2. I have read and understood the Construction Byelaws of the DHA Lahore and shall abide by them.
3. I have also received a copy of instructions regarding major Construction Violations.
4. I will carry out construction of my house strictly according to its approved drawing. In case of any addition/ alteration, I will submit revised drawing as per DHA byelaws for approval. I will not undertake any addition/ alteration prior to approval of revised drawing.
5. I will brick pave the area between my commercial area and road conforming to the slope of the road berm.
6. I will construct a step for entry to my shop with drains as per approved plan.
7. I will ensure proper/ orderly stacking of construction material in allotted space / plot by DHA.
8. I will fix green curtain cloth all along my construction site.
9. I will ensure safety against falling of construction materials towards neighbours.
10. I will ensure necessary safety / security protection of my labour and machinery employed for execution of work.
11. MUMTY AREA: I will not do any type of construction (washroom / toilet etc) in Mumty Area, nor shall it be used as servants living area.
12. **INSPECTIONS DURING CONSTRUCTION:** I will inform the concerned staff of DHA BC Branch to get the following checked progressively and will sign the inspection sheet in token thereof:
 - a. Layout of foundation before excavation.
 - b. Excavation of Basement.
 - c. Foundation of Lift pit / well and retaining wall at any level of basement, I will inform / get it inspected by supervisor of BC Branch DHA.
 - d. Before pouring of Raft (after binding of steel reinforcement).
 - e. Before pouring of Columns, Septic Tank and Underground Water Tank (after binding of steel reinforcement).
 - f. Before pouring of Columns / Slabs of all floors including Mumty, Machine Room and Over Head Water Tank (after binding of steel reinforcement in place).
 - g. On performance of necessary tests on water supply & sewerage lines.
13. **USE OF ROAD:**
 - a. I will not damage / cut the road for any purpose without getting written permission from the DHA.
 - b. I will not use road berms or parking area dumping material, mixing the mortar / concrete, cutting steel bars or any construction related activity.
14. **EXCAVATED SOIL:** I will not put excavated soil outside boundary wall higher than berm level and not erect fencing / hedging / thick vegetation in road space. I will only dispose off excavated soil in compliance of DHA instruction & allotted space within DHA only.
15. **FIRE PROTECTION SYSTEM:** I will install Fire Protection and Alarm system per approved drawing including smoke / heat detectors, fire alarm sounders, manual call points, fire alarm control panel, fire extinguisher, fire blankets, first boxes and any other equipment approved in the fire protection drawing of my building and will keep operational on permanent basis, otherwise I will liable to pay violation fine as decided by the DHA Lahore.
16. **OWN WATER SUPPLY ARRANGEMENTS DURING CONSTRUCTION PROJECT:**
 - a. I will not ask DHA to provide water connection during construction my building.
 - b. I will make own arrangement of water supply for construction through a bore and installing water pump my own expense, at a distance of 3 feet from front boundary wall in DHA Area.
 - c. I will not install water pump in other open plot or vicinity of other plot.
 - d. I will not obtain water from adjoining building for construction purpose if so DHA may take any appropriate action/ imposing violation charges / sealing of pump / removal of pump.
 - e. In case of violation of DHA Byelaws / Approved drawing during construction DHA may seal the water pump to stop further work. If seal is found tempered or damaged, DHA may impose violation charges or take appropriate action.
 - f. I will ask DHA to restore the water pump after rectification / settlement of construction violation.
 - g. After completing the building, I will remove the water pump and destroy the bore completely to the satisfaction of DHA.

- h. I will apply for water / sewerage connections on completion of my building along with requisite fee and intimate DHA for inspection.
17. **OCCUPATION OF BUILDING:** I will not occupy / rent out the building nor place any office furniture item or establish any kind of kitchen before opening of water / sewerage connections; otherwise I am liable to pay violation charges as per DHA Byelaws.
18. **TEMPORARY LAVATORY / BATHROOM:**
- I will construct the septic tank as per approved drawing prior to construction of building and provide a temporary lavatory linked with septic tank for labors.
 - I will obtain **permission** from DHA for opening of temporary sewer connection for this temporary lavatory.
 - I will **demolish** the temporary lavatory completely soon after completion of building.
 - I also undertake that if above requirements (14a, 14b and 14c) are not fulfilled by me; DHA will be at the liberty to disconnect my temporary sewerage connection.
19. **NO CLAIM OF SERVICES (Only for Phase VI, VII, VIII, IX and XI Haloki)**
- I will not claim my utility services like electricity, Sui gas and telephone from the Authority unless these are finally completed / developed and provided to me by DHA Lahore and other concerned agencies / authorities.
 - If due to DHA Lahore planning / development any service / structure, poles or construction etc comes in front of my plot / building or otherwise touches / passes through / besides boundary wall of my building, I will not ask DHA to remove / relocate the DB / pole etc, rather I will do it at my own cost, if permitted by authorities to do so.
 - During the execution of DHA Lahore services / development, if boundary wall or any part of my building is damaged or if there is any change in planning whereby area of my plot is reduced, I shall not claim any compensation from DHA Lahore.
 - Whatever the directions / instructions and the decision are taken by DHA, I shall comply with the same and have no objection to offer / challenge.
 - I will not approach any court of law or any other such forum in this regard.
20. **IN CASE OF CONSTRUCTION OF BASEMENT:**
- I shall observe in true letter and spirit all the instructions and precautionary measures listed below during the excavation and construction of the basement with a view to avert any damage to the life and property of all the adjoining buildings.
 - I shall employ a **qualified and experienced Engineer** to supervise the work and to ensure that the work will be carried out in the light of latest engineering practices/rules.
 - The excavation for the basement will not be carried out during rainy spells / season.
 - The work on basement once started shall be completed with utmost speed.
 - Under no circumstances the work shall be **left incomplete or abandoned** after the excavation of the basement has commenced.
 - Proper **dewatering arrangements** will be available throughout the construction of the basement.
 - I will not raise any complain to DHA for any seepage / leakage of water from adjoining buildings / areas and neither hold DHA or neighbors responsible for any seepage to my basement.
 - I will not use **mechanical excavation machinery (Excavator, FE Loader or Tractor etc.)** for excavation of basement without prior permission from DHA BC Branch.
 - I also affirm that in spite of all the above mentioned precautions I shall be responsible for any damage to the property of the adjoining building and the persons dwelling therein caused due to excavation / construction of the said basement and that I shall make good any such damage / loss through the mode agreed and to the entire satisfaction of the parties involved and keep DHA harmlessly indemnified for all such disputes / claims.
21. **IN CASE OF ADJOINING BUILDING WITHOUT BASEMENT:**
- Under no circumstances the foundation of the adjoining building not having basements shall be exposed not more than 6 feet in length at one time.
 - In case of exposure more than 6 feet by accident, immediate steps will be taken to secure them by applying popular engineering practice / knowledge.
 - Any litigation with the owner / owners of the adjoining buildings in this regard will be faced entirely by me and I will not involve DHA or its staff and all expenses in this case will be borne by me.
 - I will be fully responsible for loss of any life / person's dwelling therein due to construction of basement and / or damage to the adjoining building.
 - During process of excavation, any leakages occurred from adjoining buildings will be dealt by me and I will not involve DHA in any such issue.
 - I will ensure presence of an experienced civil Engineer during the digging / construction of the basement.
 - Moreover, I will take maximum protective measures for the safety of adjoining buildings and will use the latest techniques / equipment in the digging / construction.

22. That I have carefully read and fully understood the contents of this undertaking before signing. I will abide by the DHA byelaws / rules / policies issued from time to time. In case of non-compliance DHA may take any action as per byelaws / rules / policies.

Note:

1. In case of repeated failure to observe DHA rules & regulations, the water supply to my building may be disconnected / plugged by DHA staff. Either the violation will have to be demolished or will be dealt with according to Para -19 Chapter-IV of the Construction Byelaws.
2. Any oversight in the scrutiny of the documents and drawing at the time of the "NOC" or approval and sanction of the building plan does not entitle the owner to violate DHA Byelaws.
3. In the event of any dispute / disagreement, the same will be settled through mutual arbitration for an amenable settlement in Lahore. The decision of Administrator DHA Lahore will be accepted / honored without any further perusal in any court of laws.

Date: _____

DEPONENT
(Signature & Thumb Impression)

VERIFICATION:

Verified on Oath at Lahore this _____ day of _____ 20____, that the contents of the above undertaking are true and correct to the best of my knowledge and belief.

DEPONENT
(Signature & Thumb Impression)