

IRREVOCABLE UNDERTAKING FOR COMMERCIAL

<u>UNDERTAKING</u> (On Stamp Paper Worth Rs. 500/- Duly Signed by Oath Commissioner)

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CNIC #	, Contact #, _			
R/O, do	hereby solemnly affir	rm and declare as	under: -	
I am owner of Plot # situated in Defence Housing		, Phase	, Measuring	

- 2. I have read and understood the Construction Byelaws of the DHA Multan and shall abide by them.
- 3. I have also received a copy of instructions regarding major construction violations.
- 4. I will carry out my construction 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 neighbors.
- 10. I will ensure necessary safety/ security/ protection of my labor and machinery employed for execution of work
- 1. <u>INSPECTIONS DURING CONSTRUCTION:</u> I will inform the concerned staff of DHA Building Control Branch to get the following checked progressively and will sign the 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 Building Control 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 Overhead Water Tank (after binding of steel reinforcement in place).
 - g. On performance of necessary tests on water supply & sewerage lines.

2. 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 berms of road for dumping the material, maxing the mortar/ concrete, cutting steel bars or any construction related activity.
- 3. <u>EXCAVATED SOIL:</u> I will not put excavated soil outside the boundary wall higher than berm level and will 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.
- **4. FIRE PROTECTION SYSTEM:** I will install Fire Protection and Alarm System as per approved drawing including smoke/ heat detectors, fire alarm sounders, manual call points, fire alarm control panel, fire extinguisher, fire blankets, first aid boxes and any other equipment approved in the fire protection drawing of my house/ building and will keep it operational on permanent basis, otherwise I will be liable to pay violation fine as decided by the DHA Multan.

5. OWN WATER SUPPLY ARRANGEMENTS DURING CONSTRUCTION OF PROJECT:

- a. I will not ask DHA to provide water connection during construction of my house.
- b. I will make own arrangement of water supply for construction through a bore and installing water pump at my own expense within my own area of plot.
- c. I will not install 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 of violation charges/ sealing of pump/ removal of pump.
- e. In case of violation of DHA Byelaws/ Approved drawing during construction, DHA may seal the



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- water pump to stop further work. If seal is found tempered or damaged, DHA may impose violation charges or take any appropriate action.
- f. After completing the building, I will remove the water pump and destroy the bore completely to the satisfaction of DHA.
- g. I will apply for water/ sewerage connections on completion of my building along with requisite fee and intimate DHA for inspection.
- **6.** 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.

7. TEMPORARY LAVATORY/ BATHROOM:

- a. 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.
- b. I will obtain permission from DHA for opening of temporary sewer connection for this temporary lavatory.
- c. I will demolish the temporary lavatory completely soon after completion building.
- d. I also undertake that if above requirement are not fulfilled by me, DHA will be at the liberty to disconnect my temporary sewerage connection.

8. NO CLAIM OF SERVICES

- a. I will not claim any utility services like electricity, Sui gas and telephone from the authority unless theses are finally completed / developed and provided to me by DHA Multan and other concerned agencies.
- b. If due to DHA Multan planning/ development any service / structure, poles or construction etc. comes in front of my plot or gate 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 laws to do so.
- c. During the execution of DHA Multan 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 Multan.
- d. Whatever the directions / instructions and the decision are taken by DHA, I shall comply with the same and have no objection to offer / challenge.
- e. I will not approach any court of law or any other such forum in this regard.

9. IN CASE OF CONSTRUCTION OF BASEMENT:

- a. 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 houses / buildings.
- b. 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.
- c. The excavation for the basement will not be carried out during rainy spells / season.
- d. The work on basement once started shall be completed with utmost speed.
- e. Under no circumstances the work shall be left incomplete or abandoned after the excavation of the basement has commenced.
- f. Proper dewatering arrangements will be made available throughout the construction of basement.
- g. I will construct 9 inches thick RCC walls with proper arrangement of water proofing of the basement.
- h. I will construct water catchment drain around the basement and will arrange its disposal through collection chamber.
- i. I will not construct soakage pit or soakage well for disposal of sewage or surface water.
- j. I will not use mechanical excavation machinery (Excavator, FE Loader or Tractor etc.) for excavation of basement without prior permission from DHA Building Control Branch.
- k. 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 house / 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 DHA and keep DHA harmlessly indemnified for all issues arising from it.



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10. IN CASE OF ADJOINING BUILDING WITHOUT BASEMENT:

- a. Under no circumstances shall the foundation of the adjoining building, not having basements, be exposed for not more than 6 feet in length at one time.
- b. In case of exposure of more than 6 feet by accident, immediate steps will be taken to secure them by shoring / under pinning / or any other popular engineering practice / knowledge.
- c. Any litigation with the owner / owners of the adjoining buildings in this regard will be borne by me and I will not involve DHA or any of its staff and owners in this case.
- d. 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 will be dealt by me and I will involve DHA in any such issue.
- e. During process of excavation, any leakages from adjoining buildings will be dealt by me and I will not involve DHA in any such issue.
- f. I will ensure the presence of an experienced civil Engineer during the digging/construction of the basement.
- g. Moreover, I will take maximum protective measures for the safety of adjoining buildings and will use the latest techniques / equipment in the digging / construction
- **11.** 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 DHA staff. Either the non-compliant construction (violation) will have to be demolished or will be dealt in accordance with Para-19 of 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 house / building plan does not entitle the owner to violate DHA Byelaws.
- 3. Same as on other undertaking written by me.

Date:	
	<u>DEPONENT</u> (Signature & Thumb Impression)
VERIFICATION: Verified on Oath at Multan thisday of20_ are true and correct to the best of my knowledge and belief.	
	<u>DEPONENT</u> (Signature & Thumb Impression)