



**GOVERNMENT OF THE PUNJAB
HOUSING, URBAN DEVELOPMENT &
PUBLIC HEALTH ENGINEERING DEPARTMENT**

Dated Lahore the *9th* April, 2014.

D.G. OFFICE LDA.	
No.	3289
Date	3/4/14

NOTIFICATION

No.SO(H-II)3-9/2014. - In exercise of the powers conferred under section 44 of the Lahore Development Authority Act, 1975 (XXX of 1975), Governor of the Punjab is pleased to make the following rules: *Amended/Added now on*

**CHAPTER I
PRELIMINARY**

1. Short title and commencement.-(1) These rules may be cited as the Lahore Development Authority Private Housing Schemes Rules 2014.

(2) They shall come into force at once.

(3) They shall extend to all Housing Schemes including Cooperative Housing Schemes.

2. Definitions.- (1) In these rules:

- (a) "Act" means the Lahore Development Authority Act, 1975 (XXX of 1975);
- (b) "amalgamation" means joining of two or more housing schemes;
- (c) "Apartment site" means a site earmarked for specific use of an apartment building;
- (d) "chamfer" means the flat surface made by cutting of sharp edge or corner of a plot to enhance the visibility at the turning point;
- (e) "company" means a company registered under the Companies Ordinance 1984 (XLVII of 1984);
- (f) "conversion charges" means the charges levied by the Authority for conversion of land use;
- (g) "cooperative society" means a society registered under the Cooperative Society Act, 1925 (VII of 1925);
- (h) "development works" means the planning and execution of infrastructure of a housing scheme such as roads, street lights, water supply and sewerage system, electricity, sui gas and such like amenities;
- (i) "educational institution" includes a school, college, university, research or training center, library or a *madrassah*;
- (j) "farm house" means a dwelling place attached to a farm on a plot having an area not less than four kanal;
- (k) "Form" means a Form appended to these rules;

- (l) "Government" means Government of the Punjab;
- (m) "horticulture" means the art or practice of garden cultivation, tree plantation, arranging of grass and flower beds;
- (n) "housing scheme" includes a private housing scheme, a farm housing scheme, a land sub-division or a cooperative housing scheme;
- (o) "infrastructure" means the services including road network, water supply, drainage and sewerage system, telephone, gas, cable and power lines;
- (p) "Kanal" means a size of land equal to twenty marlas;
- (q) "landscape plan" means a plan showing visible feature in an open space in a scheme such as walkway, green area, fountain, flower bed, grass and trees;
- (r) "Land Sub-Division" means a sub-division of land having area less than hundred kanals;
- (s) "low cost housing" means construction of low cost houses in the shape of quarters, combined houses, flats or apartments for low income group;
- (t) "low income group" means a group of persons in which every person has monthly income not exceeding twenty five thousand rupees;
- (u) "marla" means a size of land equal to two hundred twenty five square feet in Lahore district and two hundred seventy two square feet in other districts;
- (v) "master plan" means the traditional method for presenting a set of land usage allocation and control measures in the form of a map in graphical form and is supported by written statements of goals and objectives, strategy, financial implications and policies for planning and development for an area and includes a structure plan, an outline development plan, a spatial plan, and peri-urban structure plan and a metropolitan plan;
- (w) "peri-urban area" means an area that spans the landscape between contiguous urban development and rural countryside with low population density and is predominantly being used for agricultural activity and is likely to be urbanized in the next twenty years as may be notified by the Authority;
- (x) "peri-urban structure plan" means a plan indicating the proposed road network and type of development in the peri-urban area in accordance with the Lahore Development Authority Master Plan Rules 2014;
- (y) "property" means a plot or a building in a scheme;

- (z) "public building" includes a dispensary, post office, police station, local government office, educational institution, hospital, clinic, mosque, fire station, community centre, clubs and such other public building;
- (aa) "right of way" means the width of road or street between two opposite properties;
- (bb) "saleable area" means an area under the residential, commercial and public building plots in a scheme;
- (cc) "sponsor" means a company or a cooperative society or a firm or an owner of land who intends to develop a housing scheme or who has developed a scheme after approval;
- (dd) "sub-division of plot" means division of a plot into two or more plots in an approved housing scheme;
- (ee) "town planner" means a town planner registered with Pakistan Council of Architects and Town Planners; and
- (ff) "valuation table" means the valuation table notified under the Stamp Act 1899 (*II of 1899*).

(2) A word or term used but not defined in these rules shall have the same meaning as in the Act.

CHAPTER II PRELIMINARY PLANNING PERMISSION

3. Types of housing schemes.—The following are the types of housing schemes:

- (a) private housing scheme having an area not less than one hundred kanal and includes a cooperative housing scheme;
- (b) farm housing scheme;
- (c) land sub-division having an area less than one hundred kanal; and
- (d) land sub-division having an area less than forty kanal.

4. Application for Preliminary Planning Permission.— (1) A sponsor shall not initiate any planning or development activity in the Area, except in case of the land sub-division scheme having an area less than forty kanal, without obtaining preliminary planning permission from the Authority.

(2) A sponsor, seeking approval of preliminary planning permission for a housing scheme in the Area, shall submit an application to the Authority and shall attach the following documents with the application:

- (a) a certified copy of national identity card of the sponsor;
- (b) complete mailing address, including email address, of the sponsor;
- (c) a copy of last paid utility bill for the property mentioned in the mailing address as proof of residence;

- (d) a certified copy of certificate of registration of the company or the cooperative society, if applicable;
- (e) a location plan of proposed scheme signed by a town planner;
- (f) the proof of ownership status of the land:
 - (i) self-owned; or
 - (ii) private land not owned by the sponsor;
- (g) the financial statement of the developer if the land is not owned by the sponsor, including:
 - (i) bank statement; and
 - (ii) details of self-owned assets;
- (h) in case the land is not self-owned, the financial statement indicating that funds are available or secured to purchase the land;
- (i) a soil investigation report for technical requirements prepared by a consultant engaged by the sponsor;
- (j) khasra plan showing the boundary, list of khasranumbers, satellite imagery of the site and location of the site shown on the master plan and any other information, if required; and
- (k) receipt of the deposit of preliminary planning permission fee.

5. Evaluation criteria.-(1) The Authority shall not entertain an incomplete application.

(2) The Authority shall examine and satisfy that:

- (a) the site proposed for the housing scheme fulfills the following requirements:
 - (i) it falls on an adequate access road;
 - (ii) it is not prone to flooding;
 - (iii) it is not notified by the Government for acquisition for any other public purpose; and
 - (iv) the housing scheme proposal is in conformity with the approved master plan or outline development plan, agro-village development plan and other allied plans;
- (b) additional requirements in case of land sub-division:
 - (i) the land is locked owing to the following:
 - a) surrounded by an existing built up area or an approved housing scheme; or
 - b) separated from the built up area by physical barriers; and
 - (ii) a sponsor does not own additional land in continuation of the land proposed for sub-division.

6. Processing.—If the application, on evaluation, is found to be in accordance with these rules:

- (a) Director Metropolitan Planning shall, within seven days, forward the case to Water and Sanitation Agency or other concerned Department or Agency;
- (b) Water and Sanitation Agency or other concerned Department or Agency shall, within ten days, either issue a 'No Objection Certificate' or communicate his observations to the Director Metropolitan Planning;
- (c) Director Metropolitan Planning shall, within ten days of receipt of the observations, if any, from Water and Sanitation Agency or other concerned Department or Agency, scrutinize the case in accordance with these rules;
- (d) after scrutiny, the Director Metropolitan Planning shall, within seven days, submit the case to the Chief Metropolitan Planner, who shall submit the case to the Director General, for approval and permission to proceed for planning of a scheme or otherwise; and
- (e) Director Metropolitan Planning shall, within seven days, issue a planning permission or convey observations, to a sponsor, if any.

7. Preliminary planning permission.—(1) The Director Metropolitan Planning shall, within seven days from the date of the approval of preliminary planning permission, convey the permission to the sponsor.

(2) The permission shall be valid for six months from the date of its receipt by the sponsor but it shall not authorize the sponsor to start construction or undertake marketing of plots or publicity of the housing scheme in any manner whatsoever.

(3) On receipt of the preliminary planning permission, the Sponsor may submit the housing scheme for approval, in accordance with these rules.

CHAPTER III PLAN AND PLANNING STANDARDS

8. Submission of housing scheme.—(1) The Authority shall entertain an application for sanction of a housing scheme only if it is submitted within the period of validity of the preliminary planning permission and is in accordance with these rules.

- (2) The application shall be accompanied by:
 - (a) a certified copy of national identity card of the sponsor;
 - (b) certified title documents such as registered sale deed, mutation, fard malkiat and any other relevant documents to establish that the sponsor is full owner of the land, but no special or general power of attorney shall be entertained or accepted for the proof of the ownership;
 - (c) khasra plan or aks-e-shajra certified by the concerned revenue officer;

- (d) non-encumbrance certificate from the competent authority;
- (e) location plan signed by a town planner;
- (f) topographic survey extended to a depth of one thousand feet around the scheme area; and
- (g) lay-out plan super-imposed on khasra plan, with proposed division of scheme into residential and commercial plots, road network, open spaces, graveyard and public buildings, prepared and signed by a town planner and the sponsor, in accordance with these rules.

(3) The sponsor shall provide the documents mentioned in clauses (c), (d), (e) and (f) of sub-rule (2) in triplicate.

9. Lay out plan of housing scheme.—The Authority shall ensure that a layout plan of a housing scheme is prepared and sanctioned in accordance with the following technical requirements:

- (a) scale of scheme plan is 1:1200 to 1:2400;
- (b) scale of location plan is 1: 4800;
- (c) size and dimension of each plot are given;
- (d) plots numbers in the scheme are fixed as per Form 'G';
- (e) chamfering of a corner plot up to one kanal, by 5x5 feet and above one kanal, by 10x10 feet;
- (f) size and dimension of public buildings and open spaces;
- (g) right of way of roads;
- (h) parking area with parking layout;
- (i) dimensions of the scheme boundary;
- (j) boundary of a Mouza or a revenue estate;
- (k) number and boundary of each Khasra in a Mouza;
- (l) area statement and percentage of:
 - (i) residential use;
 - (ii) commercial use;
 - (iii) open spaces;
 - (iv) roads;
 - (v) graveyard;
 - (vi) public buildings; and
 - (vii) other land uses;
- (m) aggregate of various categories of plots with area and size;
- (n) area of existing graveyard, if any, excluding it from area required for a graveyard under these rules;
- (o) location of pumping station, if any;
- (p) location of overhead water tank and tube well if any;
- (q) aggregate of various categories of plots to be mortgaged;
- (r) signatures of the sponsor and a town planner;

- (s) seal of the approving authority;
- (t) cardinal sign indicating north;
- (u) name of the scheme; and
- (v) names of the mouzas included in the scheme.

10. Planning standards for housing scheme.-(1)The Authority shall ensure that a housing scheme is planned and approved in accordance with the following planning standards and requirements:

(a) Planning standards:

S. No	Land use	Land Subdivision		Farm housing scheme	Private Housing Scheme		
		Less than 40 Kanal	40 kanal to less than 100 kanal		Less than 300 Kanal	300 to 500 kanal	Above 500 kanal
1	Open space	-	Min.5%	Min. 5%	Min. 7%	Min. 7%	7% or above
2	Graveyard	-	-	Min. 2%	Min. 2%	Min. 2%	Min. 2%
3	Commercial	-	Max.1%	Max. 5%	Max. 5%	Max.5%	Max.10%
4	Public Buildings	-	Min.2%	Min. 2%	2% to 10%	3% to 10%	4% to 10%
5	Size of Residential Plot	Max. 2 kanal	Max. 2 kanal	Min. 4 kanal	Max. 2 kanal	Max. 2 kanal	Max. 2 kanal
6	Internal Roads	Min. 30 feet	Min. 30 feet	Min. 30 feet	Min. 30 feet	Min. 30 feet	Min. 30 feet
7	Site for Solid Waste Management	-	Min. 5 Marla plot	Min. 10 marla plots for 500 kanal and 10 marla plot for every additional 500	Min. 10 marla plots for 500 kanal and 10 marla plot for every additio	Min. 10 marla plots for 500 kanal and 10 marla plot for every additio	Min. 10 marla plots for 500 kanal and 10 marla plot for every addition

				kanal.	nal 500 kanal.	nal 500 kanal.	al 500 kanal.
8	Grid Station Exclusiv e of Public Building s	-	-	As per requirem ents of concern ed deptt./ agency.	As per require ments of concern ed deptt./ agency.	As per require ments of concern ed deptt./ agency.	As per require ments of concern ed deptt./ agency.
9	Major Roads	Min. 40 feet	Min. 40 feet	Min. 40 feet up to 300 kanal and 60 feet above 300 kanal	Min. 100 feet	Min. 100 feet	Min. 150 feet
10.	Service Area/ Society Office	-	Min. 5 marla	Min. 10 marla	Min. 10 marla	Min. 10 marla	Min. 1 kanal

(b) Other requirements:

The Authority shall ensure that the following additional requirements are met by the sponsor:

- (i) accommodation of roads proposed in the master plan, outline development plan, structure plan, agro-village development plan or other allied plans;
- (ii) location of a tube well, overhead reservoirs, pumping stations and disposal stations to be provided if required by Water and Sanitation Agency or any other department or agency;
- (iii) location of fire hydrant on the main water line in open space, commercial center and at regular interval along a road;
- (iv) displaying of a guide map at an entrance and other prominent locations in a scheme and board at the corner of road indicating plot numbers and name of the blocks;

- (v) green strip under high tension electricity lines as per requirements of the concerned department or agency;
- (vi) in every scheme, appropriate provision for place of worship shall be made;
- (vii) approval of design and specification of water supply, sewerage, drainage system, electricity and street light network, road network, solid waste management system in accordance with these rules from the department responsible for approval of the same, except in land sub-division scheme having an area less than forty kanal where the sponsor shall:
 - a) provide internal infrastructure and services; and
 - b) provide septic tank in each plot, in case public sewerage system is not available.
- (viii) 20% of the plots in a housing scheme, except in a farm housing scheme or in a land sub-division scheme having an area less than forty kanal, shall be reserved or planned for low income group in the following manner, :
 - (a) 10 % of the plots in a housing scheme shall be allocated for three to five marla plots; and
 - (b) 10% of the remaining plots shall be allocated for multi-storey flats or apartments for low cost housing.

CHAPTER IV REQUIREMENTS OF SERVICES DESIGN

11. Submission of documents.— A sponsor shall submit to the Authority four sets of the following documents of the sanctioned housing scheme:

- (a) approved layout plan;
- (b) location plan;
- (c) topographic survey plan;
- (d) land use analysis; and
- (e) soil test report from the approved laboratory.

12. Water supply, sewerage and drainage.— (1) A sponsor shall:

- (a) engage services of a qualified public health and structural engineer, registered with Pakistan Engineering Council, for the preparation of detailed design and specifications of water supply, sewerage and drainage systems;
- (b) ensure that the design and specifications are in accordance with law, rules, master plan and guidelines of the agency responsible for the approval; and

(c) ensure that water supply, sewerage and drainage lines are provided on both sides of a road but, if provided only along one side of a road, underground connections for properties on the other side of road shall be provided before road pavement.

(2) A sponsor shall, in areas where public trunk sewer does not exist, abide by the requirements of an agency maintaining a sewerage system and shall ensure disposal of sewage to the satisfaction of the agency.

(3) A sponsor at his cost shall connect sewerage and drainage system of the scheme to a public trunk sewer wherever available subject to approval of an agency maintaining a sewerage system.

(4) After connecting the system to a public trunk sewer, the same may be taken over by the agency for operation, maintenance and billing.

(5) A sponsor shall submit four sets of the following documents or drawings to the Authority:

- (a) detailed designs and specifications of water supply, sewerage and drainage system;
- (b) number of tube wells, their capacity, chamber design, the details of bore hole and connection with water supply system, including tube well logs (strata chart), details of tube well machinery and installation detail;
- (c) number of overhead tanks, capacity, design, structure design and design calculation details along with structural stability;
- (d) design for ultimate disposal of the sewage; and
- (e) location of septic or soakage well, where disposal is not available.

13. Road network.—A sponsor shall:

- (a) engage the services of a qualified civil or structural engineer, registered with Pakistan Engineering Council, for preparation of detailed design and specifications of road network and bridges;
- (b) ensure that the design and specifications are in accordance with law, master plan and guidelines of agency responsible for approval of the same;
- (c) ensure that foot paths are provided on both sides of a major road;
- (d) ensure that service road is provided on both sides of a road with more than 80 feet right of way; and
- (e) submit to the Authority four sets of the following documents or drawings:
 - (i) design and specifications for a road network, bridge and foot path in accordance with law, rules, master plan and guidelines of the agency responsible for approval of the same;
 - (ii) geometric design of road network and junctions;

- (iii) design of appurtenance and structure;
- (iv) road drainage design;
- (v) landscape design for a road network;
- (vi) design of street furniture and fixtures; and
- (vii) detail of traffic control devices.

14. Electricity and street light plan.—A sponsor shall:

- (a) prepare design and specification of electricity and street or public lighting and the street or public lighting shall be designed through the most energy efficient lights as may be specified by approving authority, agency or department;
- (b) submit these designs and specifications to concerned agency notified by the Government responsible for the provision of electricity and street or public lights for approval;
- (c) ensure that designs are prepared by an electrical engineer, registered with Pakistan Engineering Council, and approved by the agency responsible for provision of electricity; and
- (d) install or provide energy efficient lights for street or public lighting as may be specified by approving authority, agency or department at the time of approval.

15. Landscape plan.— A sponsor shall, submit to the Authority, a landscape plan for parks, open spaces, including free plantation on both sides of a road and in open spaces.

16. Solid waste management plan.— A sponsor shall, submit to the Authority, a solid waste management plan which shall include a plan showing location of the proposed dust bins, storage places and collection and disposal of solid waste system.

17. Gas supply charges.— (1) A sponsor shall, within one year of the sanction of a scheme, deposit charges and costs for provision of gas (if available in the vicinity) in accordance with the requirements of Sui Northern Gas Pipeline Company under intimation to the Authority.

(2) In case of non-availability of gas in the vicinity, a sponsor shall provide to the authority a certificate from Sui Northern Gas Company.

18. Telephone.—A sponsor shall, within three years of the development of a scheme, ensure availability of telephone facilities under intimation to the Authority.

19. Underground services.— (1) A Sponsor shall ensure that utility services such as water supply, sewerage, sui gas and cable lines are laid underground.

(2) In the area where topography does not permit laying of underground services, exemption may be granted by the plan approving agency under intimation to the Authority.

20. Exemption.—The provisions of this chapter shall not be applicable to a land sub-division having an area less than forty kanal.

CHAPTER V APPROVAL

21. Processing of an application.—The Authority shall entertain an application, complete in all aspects and in case of incomplete application, inform the sponsor within seven days.

22. Scrutiny of land ownership documents.— (1) If the Authority considers an application complete:

- (a) Director Metropolitan Planning shall, within seven days, forward the application to its revenue staff for scrutiny of ownership documents;
- (b) The revenue staff of the Authority with the assistance of the District Collector shall, within ten days, scrutinize the ownership documents;
- (c) after the scrutiny, the revenue staff of the Authority shall forward its report or objections to the Director Metropolitan Planning; and
- (d) Director Metropolitan Planning shall, within five days, convey the objections to the sponsor for appropriate action.

23. Public objections.— (1) The Authority, after clearance of the ownership documents, shall publish in at least two leading Urdu and one English daily national newspaper, a public notice for inviting objections on Form A, except in case of land sub-division scheme having area which is less than forty kanals.

(2) The sponsor shall bear such cost of the publication of the public notice as the Authority may determine.

(3) The public notice shall specify the following:

- (a) location of the scheme;
- (b) total area of the scheme;
- (c) name and address of the sponsor;
- (d) list of khasra number along revenue estate or mauza; and
- (e) the objections, if any, may be filed within fifteen days from the date of publication with such authority as is mentioned in the notice.

(4) The Authority shall, within seven days, forward the objections, if received, to the sponsor, for such action as the sponsor deems fit.

(5) In case an objection is raised about the ownership of a portion of land included in the scheme and both the sponsor and object or claim ownership on the basis of title documents, the Authority shall exclude the disputed land from the scheme.

24. Technical scrutiny of layout plan.—(1) After the scrutiny of the ownership documents and settlement of public objections, if any:

- (a) Director Metropolitan Planning shall, within ten days, scrutinize the layout plan in accordance with these rules and forward the objections, if any, to the sponsor for such action as he deems fit;

- (b) in case of clearance of the lay out plan, the Director Metropolitan Planning shall intimate the sponsor to provide the following:
- (i) a transparency of layout plan indicating also the plots proposed to be mortgaged but no mortgage of plots shall be required in case of a land sub-division having an area less than forty kanal;
 - (ii) a soft copy of layout plan geo-referenced with the coordinate system of Survey of Pakistan Plan;
 - (iii) a transfer deed in Form B, B1, B2 for transferring to the Authority, free of cost, the area reserved for roads, open spaces, parks, graveyard, solid waste management and such other services and minimum fifty percent area of public building sites up to a maximum of two percent of the scheme area allocated for public building sites, excluding the area of mosque and in case of land sub-division having an area less than forty kanal, the area under roads, open spaces and amenities, if provided;
 - (iv) a mortgage deed in Form C, C1, C2 mortgaging in favour of the Authority twenty percent plots of the housing scheme as security for completion of development works but no mortgage of plots shall be required in case of a land sub-division having an area less than forty kanal;
- (2) On fulfillment of requirements:
- (a) the Director Metropolitan Planning shall, within seven days, submit his recommendations to the Chief Metropolitan Planner who shall, within seven days, submit the case to the Director General;
 - (b) the Director General, shall approve the layout plan or pass appropriate orders; and
 - (c) the Director Metropolitan Planning shall, within seven days of the receipt of the order of the Director General, intimate the sponsors the orders of the Director General.

25. Processing of services design.— On submission of the design for services, except for a land sub-division having an area less than forty kanals:

- (a) the Director Metropolitan Planning shall forward, within seven days, the design to the agency or agencies responsible for its approval;
- (b) the concerned agency shall, within twenty days, convey objections, if any, to a sponsor under intimation to the Director Metropolitan Planning;
- (c) a sponsor, after removing the objections, may resubmit the case to the Director Metropolitan Planning;
- (d) on resubmission of the case, the concerned agency shall, within fifteen days, convey its decision to the sponsor under intimation to the Director Metropolitan Planning; and

- (e) the sponsor shall submit:
 - (i) a soft copy of the approved design to the concerned agency; and
 - (ii) a soft copy of the approved layout plan of infrastructure services of the housing scheme.

26. Pre-requisites for sanctioning a housing scheme.— (1) The Authority shall issue the letter of final approval of a scheme and shall release the lay out plan within ten days from the date on which the sponsor fulfills the following requirements:

- (a) deposit the approval fee;
- (b) deposit the land use conversion fee, if applicable;
- (c) deposit fee for a public notice if applicable, in one Urdu and one English daily national newspapers giving details of mortgaged plots and the salient features of the approved scheme or approved sub-division plan and publish the same on the website, if available;
- (d) execute a transfer deed in favor of Authority in the office of the Sub-Registrar;
- (e) execute mortgage deed in favor of Authority in the office of the Sub-Registrar as security, if applicable;
- (f) deposit a performance bond in Form D and Form D1, consisting of a performance agreement and a unconditional bank guarantee covering the period of development works but the amount of bank guarantee shall be equivalent to the total cost of development works of the housing scheme except for land sub-division scheme having an area less than forty kanal;
- (g) submit a no objection certificate from the Provincial Environmental Protection Agency, if applicable;

(2) The Authority shall ensure that the mortgage deed and transfer deed are executed by the sponsor scheme and such deeds are incorporated in the revenue record in the following manner:

- (a) the transfer of land under public uses, open spaces, parks and such like other amenities in the name of the Authority is incorporated in the revenue record;
- (b) the mortgage of the plots in favour of the Authority is incorporated in the revenue record; and
- (c) the housing scheme is incorporated in the revenue record.

27. Sanction of private housing schemes.—After fulfillment of the above requirements, the Authority shall issue a formal letter of sanction in Form E and, on receipt of the letter, the sponsor may start the marketing and sale of the plots in the sanctioned housing scheme but the sponsor shall not be absolved of the responsibility to comply with the marketing requirements under any other law and shall not market or sell any

mortgaged plot unless it is redeemed by the Authority and the plot is released by executing a Redemption Deed.

28. Public notice.—The Authority shall, at the cost of the sponsor, publish in two daily national newspapers a public notice in Form F, giving details of mortgaged plots and salient features of the sanctioned housing scheme and also publish it on the website, if applicable.

29. Sub-division of a residential plot.— (1) The Authority may allow sub-division of residential plot in an approved private housing scheme.

(2) The Authority shall entertain an application for sub-division of residential plot subject to following requirements:

- (a) the applicant is the owner of the plot;
- (b) the plot is not less than one kanal, including chamfer area, if required;
- (c) the plot of one kanal but less than two kanal is sub-divided into two plots of not less than ten marla each;
- (d) the plot of two kanal and above is sub-divided into plots of one kanal or above;
- (e) in a farm housing scheme, a sub-divided plot is not less than four kanal;
- (f) if a sub-divided plot is not abutting a road, a sixteen feet wide access road is provided within the original plot;
- (g) if more than one sub-divided plots are not abutting a road, a twenty feet wide access road is provided within the original plot; and
- (h) chamfer area shall be considered part of original plot and the resultant plots.

(3) The applicant shall provide internal infrastructure and services for additional plots.

30. Approval of sub-division of a plot.—(1) The Authority shall not entertain an incomplete application and shall, within seven days, inform the applicant of the objections, if any.

(2) If the Authority is satisfied that the application fulfills the requirements of these rules, the ownership of the plot has been established and the prescribed sub-division fee has been deposited, it may approve the sub-division.

CHAPTER VI FEE, FINE AND PENALTY

31. Fee.— (1) A sponsor shall deposit a preliminary planning permission fee along with application at the rate of rupees one thousand per kanal for the total scheme area.

(2) The sponsor shall deposit fee for:

- (a) sanction of a housing scheme at the rate of rupees ten thousand per kanal for the total scheme area;

- (b) approval of design and specifications for water supply, sewerage and drainage at the rate of rupees one thousand per kanal for the total scheme area;
- (c) approval of design and specifications for roads, bridges and footpaths of a housing scheme at the rate of rupees one thousand per kanal for the total scheme area; and
- (d) approval of design and specifications for electricity and street or public lighting at the rate fixed by the agency responsible for electricity supply.

32. Fee for revised plan and service designs: A sponsor shall deposit the fee for approval of a revised scheme and service design at the rate of fifty percent of the fee mentioned in rule 31 but for any additional area, the fee shall be payable at the rate prescribed for a new scheme.

33. Fee for sub-division of plot: An applicant shall deposit thirty thousand rupees per additional plot in case of sub-division of a plot in an approved housing scheme.

34. Fee for transfer or amalgamation of scheme: A sponsor shall deposit 25% of the prevailing fee applicable for sanction of a housing scheme under clause (a) of sub-rule (2) of rule 31.

35. Fee for conversion of land use: A sponsor shall deposit fee for conversion of peri-urban area to the use of a housing scheme at the rate of five percent of the value of the residential land as per valuation table or five percent of the average sale price of preceding twelve months of the residential land in the vicinity, if valuation table is not available.

36. Penalty for illegal development.—The Authority, besides any other action, shall impose the fine mentioned below on a person, if the person develops or continues to develop a housing scheme without approval of Authority or fails to develop a housing scheme within the stipulated period after approval of the Authority:

- (a) five thousand rupees per day till the default continues in respect of the schemes having an area up to 300 kanals;
- (b) ten thousand rupees per day till the default continues in respect of the schemes having an area more than 300 kanals but up to 500 kanals;
- (c) fifteen thousand rupees per day till the default continues in respect of the schemes having an area more than 500 kanals but up to 1000 kanals; and
- (d) twenty thousand rupees per day till the default continues in respect of the schemes having an area more than 1000 kanals.

CHAPTER VII ACTION AGAINST VIOLATIONS

37. Action against violations.—The Authority shall take appropriate action against a sponsor in case any provision of these rules is violated.

38. Cancellation of approved scheme.—(1) In case a sponsor is unable to develop or complete an approved scheme within the stipulated time, he may apply to the Authority for the cancellation of the scheme subject to the condition that he has not sold any plot in the scheme, provides such surety as the Authority deems appropriate and deposits the requisite fee for publication of a public notice in this regard at the cost of the sponsor.

(2) Subject to the conditions mentioned in sub-rule (1), the Authority may cancel the scheme on payment of all the outstanding dues, including fine, and payment of prevailing market value of the sites reserved for public buildings.

(3) The approved evaluator of the Authority shall, in the prescribed manner, assess the value of land under sub-rule (2).

(4) Nothing in this rule shall have the effect of absolving the sponsor of any liability or claim of a third person on account of the cancellation of the approved plan or scheme.

39. Development of an approved housing scheme.— In case a housing scheme was approved prior to the enforcement of these rules but has not been developed and the sponsor is not available, the persons interested, if any, may constitute a committee for purposes of approval of revised plan, release of mortgaged plots, development of the housing scheme and other allied matters.

40. Transfer of approved housing scheme.—(1) The Authority may allow the transfer of an approved housing scheme from a sponsor to another sponsor subject to fulfillment of the following conditions:

- (a) provision of valid sale deeds of the scheme;
- (b) submission and execution of the agreement between the sponsors with the prior approval of the Authority that the sponsor shall abide by all the terms and conditions of the approved housing scheme;
- (c) public notice for calling objections from the general public and settlement of the objections, if any;
- (d) payment of fee for transfer of the housing scheme; and
- (e) transfer of all assets, rights and liabilities.

(2) The transfer to the new sponsor shall not absolve the original sponsor of any liability arising at any stage.

41. Amalgamation of approved housing schemes.—(1) The Authority may allow amalgamation of two or more approved housing schemes, other than a cooperative housing society, subject to the following conditions:

- (a) public notice for calling objections from the general public and settlement of objections, if any;
- (b) payment of fee for amalgamation of housing scheme;

- (c) clearance of the outstanding amount, if any; and
- (d) transfer of all assets, rights and liabilities.

(2) The amalgamation of approved housing schemes shall not absolve the original sponsors from any liability arising at any stage.

42. Revision of approved housing scheme.— (1) The Authority may allow revision of an approved housing scheme in the manner in which a new housing scheme is approved.

(2) In case of revision of an approved housing scheme, public amenity sites like open spaces, public buildings shall not be changed in the revised layout plan but the site reserved for unutilized graveyard even if transferred in the name of the Authority may be substituted with some other equal land in the revised layout plan and the sponsor shall incur the cost on transfer of such land.

(3) No revised scheme shall be entertained and approved unless the Authority has granted extension in the development period in accordance with these rules.

(4) The sponsor shall not be allowed any extra time for executing the revised scheme.

(5) If before the expiry of the development period, the sponsor submits the revised plan which includes an additional area, the Authority may, in accordance with these rules, grant extension in the development period but only to the extent of the additional area.

43. Area for approval of housing scheme.—The Authority shall allow a housing scheme in the area declared residential or peri-urban in the master plan, outline development plan, agro-ville development plan, peri-urban structure plan and other allied plans.

44. Unplanned housing.—The Authority shall not allow any individual construction in the area unless it is part of any approved housing scheme except in the following cases:

- (a) areas contiguous to Lal Lakeer of village settlements to be notified by the Authority;
- (b) farm house on a minimum four kanal area; and
- (c) farmer's hut and ancillary facilities up to a maximum of ten marlas on the land not less than one acre.

**CHAPTER VIII
MARKETING AND SALE**

45. Contents of an advertisement.—(1) Notwithstanding anything in rule 27, a sponsor shall not advertise sale of plots or housing units in print or electronic media or in any other manner, without prior approval of the Authority.

(2) The Authority may, within fifteen days after the fulfillment of the conditions prescribed for the purpose, grant no objection certificate to a sponsor under sub-rule (1).

(3) The contents of advertisement shall include:

- (a) total area of the scheme along with location plan;
- (b) total number of residential and commercial plots with area;
- (c) detail of public building sites;
- (d) detail of mortgaged plots;
- (e) period for completion of development works;
- (f) name of sanctioning authority and sanction number and date;
- (g) procedure of allotment through balloting or otherwise; and
- (h) details of plots to be sold.

46. Execution of agreement.—(1) A sponsor shall execute a registered agreement with the allottee at the time of booking of a plot or constructed house.

(2) The agreement shall also include the following terms and conditions:

- (a) the number of the allotted property shall not be changed without prior consent, in writing, of the allottee;
- (b) a sponsor shall ensure that an allottee becomes member of a resident association and is bound to pay management and maintenance charges on regular basis;
- (c) allotment of a property shall not be cancelled without prior notice of at least 15 days, sent to the allottee through registered post indicating the reasons for such cancellation;
- (d) the date of handing over possession of the property shall be indicated;
- (e) notwithstanding anything in the contract, in case of delayed handing over of possession of the plot or property beyond the stipulated date, the sponsor shall be liable to pay an amount equivalent to 2% per month of the amount paid by the allottee;
- (f) in case the cancellation of property is due to the non-payment of installment of the price of property, at least one opportunity for making the required payment shall be given to the allottee;

- (g) in case of non-payment of development charges, at least two opportunities for making the required payment shall be given to the allottee;
- (h) in case of cancellation due to default of the allottee, ten percent of the price of the property shall be deducted and the balance amount shall be refunded within six months of cancellation;
- (i) development charges per plot shall be clearly defined in the terms and conditions and shall not be increased without written permission of the Authority; and
- (j) on payment of full installments, the sponsor shall immediately execute the sale deed in favour of the allottee.

(3) The sponsor shall submit to the Authority a copy of every booking agreement duly registered.

(4) All information regarding allotment and sale of plots shall be provided periodically by the sponsor to the Authority and, if so required by the Authority, the updated information shall be published on the website of the sponsor and the Authority.

47. Execution of sale deed.— The sponsor, on receipt of full payment of a plot or property, shall immediately execute the sale deed in favour of the purchaser or allottee.

CHAPTER IX
DEVELOPMENT AND MONITORING

48. Development of a sanctioned scheme.—The sponsor shall:

- (a) execute all development works within the time mentioned as under:
 - (i) two years, in case of land sub-division or an area up to 100 kanals;
 - (ii) three years, in case of an area 101 kanals to 300 Kanals; and
 - (iii) five years, in case of an area above 300 kanals;
- (b) undertake development works after issuance of approval of design and specifications by the concerned agencies; and
- (c) in case of water supply, sewerage and drainage works, intimate the name and address of the pipe manufacturing factory to the agency which approved design and specifications of water supply, sewerage and drainage.

49. Monitoring of development works.—(1) The Authority shall ensure that there is no deviation from the sanctioned housing scheme plan.

(2) The Authority or the Agency which approved design and specifications or any person authorized by either of them shall:

- (a) conduct, without prior notice, regular site visits to ensure that development works are being executed in conformity with approved design and specifications;
- (b) carry out hydraulic tests for sewer and water supply lines;
- (c) determine testing laboratory, types and number of tests to be performed;
- (d) complete testing and inspection prior to back filling of trenches and paving road surface;
- (e) intimate the sponsor to rectify any deviations from approved design and specifications; and
- (f) take action against the deviations or violations as per law.

(3) A sponsor shall:

- (a) prior to commencement of development works, inform the agency which approved design and specifications in writing of his intention to commence the development works;
- (b) engage services of public health, structural and electrical engineers, registered with Pakistan Engineering Council, to ensure quality control and execution of works in accordance with an approved design and specifications; and
- (c) rectify any deviations from the approved design and specifications as intimated under clause (e) of sub-rule (2).

(4) Testing and inspections carried out by the agency which approved design and specifications shall be at the cost of the sponsor.

50. Extension in time.— (1) If a sponsor fails to complete the development works within the given time owing to reasons beyond his control, the Authority may, after recording reasons, extend the period for completion of the development work up to two years on payment of penalty of ten thousand rupees per kanal per year, or part of it, for the total area of the scheme but no further extension shall be allowed.

(2) The Authority may extend development period for less than two years on payment of penalty as prescribed in sub-rule (1) proportionate to the period requested by the sponsor if it is satisfied that the remaining development work can be completed in a such lesser period.

(3) In case of a housing scheme approved prior to the enforcement of these rules, the Authority may, on a written request of sponsor, allow extension for maximum of two years, irrespective of the time lapsed, on payment of the sum of rupees ten thousand per kanal per annum for the total area of the scheme but no further extension shall be allowed.

51. Release of mortgaged plots.— The Authority shall release the mortgaged plots in proportion to development works consisting of:

- (a) water supply sewerage and drainage;
- (b) roads work;
- (c) electricity and street lights;
- (d) sui gas (if available); and
- (e) horticulture and solid waste on obtaining field reports from the Agency which approved design and specifications about the satisfactory completion of work or full payment of charges to the agency or department concerning electricity and to Sui Northern Gas Pipeline Company, as follows:
 - (i) on completion of 25% of the development works, up to 24% of the mortgaged plots shall be released;
 - (ii) further mortgaged plots shall be released in proportion to every stage of 10% completion of works;
 - (iii) four percent of mortgaged plots shall be attached with the management and maintenance of the housing scheme; and
 - (iv) after completion of development works, on submission of a written request for the maintenance of housing scheme by the sponsor or handing over of the housing scheme to the association of the residents of the housing scheme, the remaining 4% plots shall be released.

52. Release of bank guarantee.—The Authority shall allow a sponsor to reduce the bank guarantee in proportion to development works consisting of:

- (a) water supply sewerage and drainage;
- (b) roads work;
- (c) electricity and street lights;
- (d) sui gas (if available);

- (e) horticulture and solid waste on obtaining field report from an agency, which approved design and specifications about the satisfactory completion of work or full payment of charges to the agency or department and to Sui Northern Gas Pipeline Company, as follows:
- (i) on completion of 25% of the development works, 24% of bank guarantee shall be reduced to the sponsor;
 - (ii) on completion of 50% of the works, further 24% of the bank guarantee shall be reduced to the sponsor;
 - (iii) on completion of 75% of the works, further 24% of the bank guarantee shall be reduced to the sponsor;
 - (iv) on completion of the entire development works further 24% bank guarantee shall be reduced to the sponsor; and
 - (v) after completion of development works, on submission of a written request by the sponsor for the maintenance of housing scheme or handing over the housing scheme to the association of the residents of the housing scheme, the remaining 4% bank guarantee shall be reduced.

53. Default and action.-(1) The Authority besides any other action, shall impose the fine mentioned at rule 36 on the Sponsor if he continues to develop the housing scheme without approval of lay-out plan or if he fails to develop the housing scheme within the stipulated period.

(2) In addition to the above, the Authority may take over the development works of the scheme and execute the development works from the sale proceeds of mortgaged plots or encashment of bank guarantee.

(3) If the cost of development is more than the proceeds as mentioned in sub-rule (2), the Authority may recover the extra amount from the sponsor as arrears of land revenue.

54. Management of housing scheme.-(1) After the development works are completed and plots are handed over to allottees, the sponsor of the scheme shall submit an undertaking to the Authority that he shall remain responsible for the management and maintenance of the housing scheme.

(2) In case the sponsor is not willing to continue to undertake the management and maintenance of the housing scheme, the sponsor shall, in writing, hand over the management and maintenance of the housing scheme to the association of the owners of plots in the scheme, incorporated under any law, and such Association shall be responsible for the management and maintenance of the housing scheme, including water supply, sewerage, drainage, street lights, electricity, parks, roads, solid waste and graveyard till such time that these services are taken over by the Government or its agency.

- (3) The sponsor, or as the case may be, the Association:
 - (a) shall make appropriate security arrangements;
 - (b) shall manage the buildings of common use such as mosques and clubs; and
 - (c) may raise fee or dues to disburse the expense incurred on the maintenance and management of the housing scheme.

**CHAPTER X
MISCELLANEOUS**

55. Appeal: (1) Any person aggrieved by an action taken under these rules, may, within thirty days, file an appeal before the Government.

(2) An appeal under these rules shall consist of an application signed by the aggrieved person and shall include a copy of the national identity card of the aggrieved person, a copy of the impugned notification or order and any other document relevant to the appeal.

(3) The Government shall decide the appeal within sixty days and communicate its decision to the parties.

56. Relaxation of rules.- No provision of these rules shall be relaxed for any reasons whatsoever.

57. Saving.- (1) The provisions of the Punjab Private Housing Scheme and Land Sub-division Rules 2010 shall not be applicable to Lahore Division, and no other Authority, except Lahore Development Authority, shall have the jurisdiction to deal with the Private Housing Schemes, Farm Housing Scheme and Land Sub-Divisions in the Area as defined in the Lahore Development Authority Act, 1975.

(2) The cases pending before any authority, on the commencement of these rules, shall be transferred to the Authority for proceeding further in the matter in accordance with these rules.

Wmr
21.04.2014

**SECRETARY,
GOVERNMENT OF THE PUNJAB
HOUSING URBAN DEVELOPMENT & PUBLIC
HEALTH ENGINEERING DEPARTMENT**

No. & Date Even:

1. The Commissioner, Lahore Division, Lahore.
2. The District Co-ordination Officers, Lahore, Kasur, Sheikhupura & Nankana Sahib.
- ✓ 3. The Director General, Lahore Development Authority, Lahore.
4. The Superintendent Government Printing Press, Lahore for publication of Notification in the Official Gazette and with the request to provide 30 copies to the undersigned.
5. PS to Secretary, HUD & PHE Department.

Tar Abbas
SECTION OFFICER (H-II)

2

**Lahore Development Authority Private Housing Schemes Rules
2014
(rule 23)**

PUBLIC NOTICE

(Name, location and address of scheme)

The public is hereby informed that M/s

(Name of developer)

(Address of developer)

Has applied to Lahore Development Authority for sanction of a housing scheme _____ located _____ in mauza _____ Tehsil _____ district _____ having a total area of _____ kanal _____ marla _____ square feet.

Detail list of khasra numbers along with mauza is:

Any person having objection against sanction of the housing scheme or title of land may, within fifteen days of publication of this notice, submit the same in writing to undersigned. Any objection filed after due date shall not be entertained. This notice shall not be taken a commitment of Lahore Development Authority for sanction of the scheme.

Name of the officer _____

Designation _____

Address _____

Phone No. _____

**Lahore Development Authority Private Housing Schemes Rules
2014
(rule 24)**

TRANSFER DEED

This TRANSFER DEED made at _____ on the _____ day of _____ in year _____ by sponsor _____ I.D.Card No/s. _____ of the Housing Scheme Located at Mouza _____ hereinafter called the Transferor;

IN FAVOUR OF

Lahore Development Authority hereinafter called the "Transferee"

WHEREAS the Transferor is absolute owner with possession of land measuring _____ kanal _____ marla _____ square feet bearing khasra Nos. _____ in _____ Mouza _____

Tehsil / Town District _____.

AND WHEREAS Lahore Development Authority has approved layout plan of housing scheme on land of the Transferor, including the area under revenue paths and water courses measuring a total of _____ kanal _____ marla _____ square feet. A total area of _____ kanal _____ marla _____ square feet. (shown in the plan at Form B1) is reserved for public use as detailed below and thereinafter called the property:

sr. #	public land use	kanal	marla	Sq. Ft
1.	Road and parking			
2.	Park			
3.	Graveyard			
4.	Public building			
5.	Disposal station and pumping station			
6.	Solid waste management			
Total:				

Schedule of area under the property is at Form B2.

NOW THEREFORE, this deed witnesses as follows:

1. That the transferor hereby warrants that he / she 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 / her 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 of the Transferee, 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 reasonably required by the Transferee and placing it in its possession or same according to true interests and meaning of this Deed.
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 Mortgage Deed.

IN WITNESS WHEREOF the Transferor has as here into set his hand on the day and the year first above written.

THE TRANSFEROR

Signed _____
Name _____
I.D
card No _____
Address _____

WITNESS 1

Signed _____
Name _____
I.D
card No _____
Address _____

WITNESS 2

Signed _____
Name _____
I.D
card No _____
Address _____

**Lahore Development Authority Private Housing Schemes Rules
2014**

Layout plan of scheme

(approved Layout Plan of the scheme showing land transferred through the Transfer Deed)

**Lahore Development Authority Private Housing Schemes Rules
2014**

Schedule of the property

1. Park and open spaces

Plot Number	Block	Dimension	Area		
			Kanal	Marla	Sq.ft.
Total Area					

2. Public building plots

Plot Number	Block	Dimension	Area		
			Kanal	Marla	Sq.ft.
Total Area					

3. Graveyard

Plot Number	Block	Dimension	Area		
			Kanal	Marla	Sq.ft.
Total Area					

4. Other plots

Plot Number	Block	Dimension	Area		
			Kanal	Marla	Sq.ft.
Total Area					

5 . Total area under roads and parking

Kanal	Marla	Sq.feet

**Lahore Development Authority Private Housing Schemes Rules
2014
(rule 24)**

MORTGAGE DEED

THIS MORTGAGE DEED is made at _____ on the _____ day of
the month of _____ in the year _____
BETWEEN M/S. _____ N.I.C
No _____ residing at

(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 Lahore Development Authority of the second part.

WHEREAS the mortgagor applied for sanction
of _____ Scheme for an area of _____ kanals
_____ marlas _____ sq.ft. bearing khasra
Nos. _____

In
Mouzas. _____
_____ Tehsil _____ District _____

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

NOW this deed witnesses as follows:

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

Plot Number	Block	Dimension	Area		
			Kanal	Marla	Sq.ft.
Total Area					

The mortgaged plots are also shown in red color on the scheme plan at annex C1.

- 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 within a period of _____ years after sanction of the scheme.
- 4) The mortgagor shall provide paved 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 cost of construction of trunk sewers, sewerage disposal station on proportionate served area basis as and when demanded by the concerned design approving agency.
- 6) The Lahore Development Authority shall release mortgaged plots, in proportion to development works, on obtaining field report from an agency, which approved design and specifications about the satisfactory completion of work as follows:
 - a. on completion of 25% of the development works, up to 24% of the mortgaged plots shall be released;
 - b. further mortgaged plots shall be released in proportion to every stage of 10% completion of works;
 - c. four percent of mortgaged plots shall be attached with the management and maintenance of the Housing Scheme;
 - d. after completion of development works, on submission of a written request for the maintenance of Housing Scheme by the Sponsor or handing over of the Housing Scheme to the association of the residents of the Housing Scheme the remaining 4% plots shall be released;
- 7) On completion of development works, the operation and maintenance of the infrastructure, public and utility services in the housing scheme shall be the responsibility of the sponsor or residents and or the plot owners till such time that the same are taken over by the concerned agencies.
- 8) The Lahore Development Authority shall not be responsible for undertaking development works in the scheme. If the mortgagor fails to do so and the Lahore Development Authority decides to undertake development works, the mortgagor will provide additional funds, if so required, for the development works over and above the amount received from the sale of the mortgaged plots.
- 9) The plots mortgaged to the Lahore Development Authority shall be open to inspection at any time by any officer deputed for the purpose.
- 10) The sponsor shall not sell the mortgaged plots without getting it redeemed in proportion to development work from the development authority.
- 11) The mortgagor hereby covenants with the Lahore Development Authority and guarantees that he/she:

- a. shall from time to time and all times hereafter comply with all rules, regulations and byelaws framed by the Lahore Development Authority under the respective laws.
 - b. has exclusive and absolute ownership of the mortgaged property in which no one else has any claim, concern, right or interest of whatsoever 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 offered as security for provision of development works is free from all sorts of encumbrances and charges and undertakes that the said property shall not be sold or charged without the prior approval in writing of the Lahore 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 Lahore Development Authority secured harmless and indemnified against all losses and damages caused to be suffered or sustained by the Lahore Development Authority as a result of any defect in title or any claim or demand preferred by anyone with respect to the property or any part thereof.
 - g. shall keep the property mortgaged with the Lahore Development Authority as security for the provision of development works to the satisfaction of the Lahore Development Authority.
- 12) In case the mortgagor fails to provide the development works as required by the Lahore Development Authority under the preceding clauses, the Lahore Development Authority after giving show cause notice or concurrence on the part of the mortgagor shall be entitled to:
- a. take possession of the mortgaged property.
 - b. sell or dispose of 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 Lahore Development Authority shall think fit and proper, without the bid and intervention of a court of law and without prejudice to the Lahore 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 or concur in selling without the

intervention of the court under the Transfer of Property Act-1882.

- 13) The mortgagor shall abide by the conditions imposed in the letter of sanction of the scheme.

IN WITNESS WHEREOF the mortgagor as here into sets his hand on the day and the year first above written.

Mortgagor

Signed _____
Name _____
I.D
card No _____
Address _____

WITNESS 1

Signed _____
Name _____
I.D
card No _____
Address _____

WITNESS 2

Signed _____
Name _____
I.D
card No _____
Address _____

Form-D

**Lahore Development Authority Private Housing Schemes Rules
2014
(rule 26)**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT is made at _____ on
the _____ day of the month of _____ in the
year. _____

BETWEEN

M/S. _____

I.D.Card.No. _____ residing
at: _____

_____ hereinafter referred to as the sponsor which
expression, where the context so admits, shall include heirs, executors,
administrators, legal representatives, assigns and successors of the first
part AND the Lahore Development Authority of the second part.

WHEREAS the sponsor applied for sanction of _____
housing _____ scheme for _____ an _____ area
of _____ kanals _____ marlas _____ sq.ft.
Bearing _____ khasra
Nos. _____

_____ in
mouzas. _____

_____ Tehsil _____ District _____ and the scheme is approved. The
sponsor has agreed to submit a bank guarantee equal to the total cost of
the provision of development works of the said housing scheme to the
Lahore Development Authority.

NOW this Agreement witnesses as follows:

1. That as a security for provision of development works of the housing scheme, the sponsor hereby submits to Lahore Development Authority a Bank Guarantee for Rs. _____, equal to total cost of provision of development works of the housing scheme.
2. The sponsor shall pay all charges for stamp duties, registration charges and other incidental expenses for and in connection with the Performance Agreement and the Bank Guarantee.
3. That the sponsor shall get approved designs of services from concerned design approving agencies and will complete development works within a period of five years after sanction of the scheme.

4. The sponsor shall provide paved roads, structure plan roads, sewerage, drainage system, water supply system, electrification and street lights, horticulture works, solid waste management system, gas, etc. within the said housing scheme area.
5. The sponsor or the plot owners shall pay the proportionate cost of construction of trunk sewers, sewerage disposal station on proportionate served area basis as and when demanded by the concerned design approving agency.
6. The Lahore Development Authority shall allow the sponsor to reduce bank guarantee, in proportion to development works, on obtaining field report from an agency, which approved design and specifications about the satisfactory completion of work as follows:
 - (a) on completion of 25% of the development works, 24% of Bank Guarantee shall be reduced to the Sponsor;
 - (b) on completion of 50% of the works, further 24% of the Bank Guarantee shall be reduced to the Sponsor;
 - (c) on completion of 75% of the works, further 24% of the Bank Guarantee shall be reduced to the Sponsor;
 - (d) on completion of the entire development works further 24% Bank Guarantee shall be reduced to the Sponsor; and
 - (e) after completion of development works, on submission of a written request by the sponsor for the maintenance of Housing Scheme or handing over the Housing Scheme to the association of the residents of the Housing Scheme, the remaining 4% Bank Guarantee shall be reduced;
7. On completion of development works in the scheme, the operation and maintenance of the infrastructure, public and utility services in the housing scheme shall be the responsibility of the sponsor or residents and or the plot owners till such time that the same are taken over by the concerned agencies.
8. The Lahore Development Authority shall not be responsible for undertaking development works in the housing scheme if the sponsor fails to do so and the Lahore Development Authority decides to undertake development works the sponsor shall provide additional funds, if required so, for the development works over and above the amount received from the encashment of the Bank Guarantee, due to increase in cost of the development works.
9. The developer hereby covenants with the Lahore Development Authority and guarantees to comply with all rules, regulations and byelaws framed by the Lahore Development Authority under the respective laws.

- 10. That the developer shall abide by the conditions imposed in the Letter of sanction of the housing scheme.
- 11. The Lahore Development Authority may extend the completion date in the manner as prescribed by Lahore Development Authority Private Housing Schemes Rules 2014 and the Performance Agreement shall be amended accordingly. The validity of the Bank Guarantee shall also be extended and total amount shall be enhanced if cost of development works is expected to increase due to extension in completion date.
- 12. If the Lahore Development Authority feels that the development works are expected not to be completed in the remaining time period, it may ask the sponsor, fifteen days before its expiry, to immediately extend the Bank Guarantee. If the sponsor does not extend the same, a week prior to its expiry, then the Lahore Development Authority shall encash it before expiry.
- 13. In case the sponsor fails to provide the approved development works as required under the preceding clauses, the Lahore Development Authority without any further notice to or concurrence on the part of the developer shall be entitled to;
 - a. encash the Bank Guarantee.;
 - b. spend the amount encashed on the provision of development works in the housing scheme through contracts and on such terms and conditions as the Lahore Development Authority thinks fit and proper, without the bid and intervention of a court of law and without prejudice to the Lahore Development Authority's rights to do all other acts and things for completing the development works.
- 14. Upon written confirmation by all concerned agencies of the satisfactory completion of all the works as per Performance Agreement, the Bank Guarantee shall be released immediately.

IN WITNESS WHEREOF the sponsor as here into sets his hand on the day and the year first above written.

Sponsor

Signed _____
 Name _____
 I.D _____
 card No _____
 Address _____

WITNESS 1

Signed _____
 Name _____
 I.D _____
 card No _____
 Address _____

WITNESS 2

Signed _____
 Name _____
 I.D _____
 card No _____
 Address _____

**Lahore Development Authority Private Housing Schemes Rules
2014
(rule 26)**

BANK GUARANTEE

INSTRUCTIONS FOR SUBMISSION OF BANK GUARANTEE

1. Bank Guarantee is to be executed on Rs, 1000, non judicial stamp papers.
2. Bank Guarantee must accompany a covering letter from the issuing bank.
3. Two additional copies of the Bank Guarantee shall be submitted and each page of the bank guarantee shall be stamped and signed.
4. The Bank Guarantee shall be as per given specimen.

(SPECIMEN)
BANK GUARANTEE

BANKS GUARANTEE NO _____
DATED _____
AMOUNT _____
EXPIRY DATE _____

Whereas a Performance Agreement dated _____ has been executed between the Lahore Development Authority and M/s. (Name of the Sponsor of the Housing Scheme) for the development of the (Name of the housing scheme) Housing Scheme as per terms and conditions contained in the said Performance Agreement.

AND WHEREAS you have required the Sponsor to furnish, a Bank Guarantee equivalent to the amount Rs. (in figures) Rupees (in words).

1. NOW THEREFORE in consideration of the aforesaid we (Name of the Bank) do hereby bind ourselves, unconditionally and irrevocably, and guarantee to pay you the said amount without objection or reservation or any reference to the Sponsor, within three days of the receipt of the written demand notice, before the expiry of this Bank Guarantee.
2. This Guarantee shall continue to be in full force and operative and binding on us, until all the requirements of the Performance Agreement have been complied with.
3. Any such demand made by you on default by the Developer, shall deemed to be conclusive by the mere fact of placing a demand. We shall be bound to encash this Bank Guarantee on demand.
4. Our obligation under this Guarantee shall not be discharged or affected by:
 - a. Any time or any indulgence given by you to the Sponsor in respect of any obligation of the Sponsor under the Performance Agreement.
 - b. Any variation of any provision of the Performance Agreement.
 - c. Any dissolution, winding up or corporate reorganization of the Sponsor.
 - d. Any transfer or extinguishing of any of the liability of the Sponsor by any law, regulation, decree, judgment order or similar instrument.
5. Our liability under the Bank Guarantee shall, in any case, not exceed the sum of Rs. (in figures) Rupees (in words).
6. We will be released and discharged of our liability, if no claim is lodged with us on or before (Expiry date of the Bank Guarantee).
7. This Bank Guarantee shall constitute an irrevocable arrangement binding on us and our successor in interest, and shall inure to the benefit of your successor in-interest, assigns under Agreement.

For and on behalf of the bank:

Seal and signatures of the authorized person

Designation

Name of the bank

WITNESS 1

Signed _____
Name _____
I.D _____
card No _____
Address _____

WITNESS 2

Signed _____
Name _____
I.D _____
card No _____
Address _____

COVERING LETTER

BANKS GUARANTEE NO _____
DATED _____
AMOUNT _____
EXPIRY DATE _____

To,

Dear Sir,

As per request of M/s(name of the Sponsor) we hereby enclose Bank Guarantee No _____ dated _____ in your favour, the sum of Rs. (in figures) and(in words) on account of M/s(name of the Sponsor)

We, hereby undertake to make an unconditional payment of Rs. (in figures) and(in words) to you on your first written demand and without recourse to the Sponsor as per the provisions of Bank Guarantee,

This Bank Guarantee shall remain valid and in full force till the expiry date, after which no claim will be entertained.

Any claim arising out of this Guarantee must be lodged in writing within the validity period of Bank Guarantee, certifying that the Sponsor has failed to meet the requirements under Performance Agreement.

For and on behalf of the bank:

Seal and signatures of the authorized person

Designation

Form-E

**Lahore Development Authority Private Housing Schemes Rules
2014
(rule 27)**

From :

To:

SUBJECT: SANCTION OF HOUSING SCHEME (name and location of scheme)

The housing scheme plan submitted by you for an area measuring _____ kanals _____ marlas _____ sq.ft in Mouza/s _____ In Tehsil _____ and District _____ has been sanctioned by (Lahore Development Authority)

This sanction of the housing scheme is subject to the following conditions:

1. No change in land use of plots will be allowed at later stage in violation of any prevailing Laws for the time being enforce
2. The approval of designs of services such as water supply, sewerage and drainage systems and of roads shall be obtained from the agencies responsible for its approval
3. The approval of design of electrification and street lights shall be obtained from the agency designated for it.
4. The development works in the housing scheme shall be completed in accordance with the approved designs and specifications.
5. All development works shall be completed within a period of _____ from the date of issue of this letter.
6. Construction of buildings shall be undertaken after approval of building plans in accordance with prevailing Building and Zoning Regulations/Bye-Laws.
7. Proportionate cost for the provision of trunk services on proportionate area basis shall be paid by the plot owners as and when demanded by the concerned agency.
8. Provision of horticulture and landscaping of the housing scheme area shall be done as per approved plans.
9. The operation and maintenance of the housing scheme after completion of development works shall be responsibility of the sponsor or plot owners association.
10. In case of any litigation or objection regarding the land ownership, you will be responsible for the same and Lahore

Development Authority shall not be a party in this issue. You will be responsible to settle any dispute about ownership of land if arises at any stage.

11. You or the plot owners shall pay any betterment charges as and when levied by the concerned agency.
12. In case of any complaint from the plot owners you or plot owners association shall be responsible to settle the issue.
13. You will display a copy of approved housing scheme plan, a copy of sanction letter and a list of mortgaged plots in your office.
14. You will abide by the terms and conditions of the Transfer Deed and Mortgage Deed/Performance Agreement and Bank Guarantee.
15. No revision in layout plan and design specification etc. to be done without the approval of concerned agency.
16. You will make arrangements to hand over the possession of the areas to Lahore Development Authority as per Transfer Deed.
17. The advertisement and publicity material shall include:
 - i. NOC from Lahore Development Authority;
 - ii. Total area and location;
 - iii. Total number of residential and commercial plots of various sizes;
 - iv. detail of mortgaged plots.
 - v. Period for completion of development works.
 - vi. Method of allocation of plot numbers
 - vii. Other details
18. Sale or commitment of plots over and above the total number of plots provided in the approved housing scheme is not allowed.
19. Sale or commitment of mortgaged plots is not allowed before their redemption.
20. Full contents of this letter shall be given in the publicity brochure prepared for the sale of plots.
21. You shall include all the general terms and conditions under the Lahore Development Authority Private Housing Schemes Rules 2014 in your application forms.
22. You will execute a registered agreement with the allottee at the time of booking of plot / constructed house which shall include the following in addition to any other Terms and Conditions and on full payment shall execute the Sale Deed in favour of the purchaser:
 - a. _____
 - b. _____
 - c. _____
 - d. _____

Name of the officer _____

Designation _____

Address _____

Public is informed through this notice not to enter into any transaction, sale or purchase of the mortgaged plots till they are redeemed.

Name of the officer _____

Designation _____

Address _____

Phone No. _____

**Lahore Development Authority Private Housing Schemes Rules
2014
(rule 9)**

NUMBERING OF PLOTS AND ROADS

1. NAMING THE BLOCKS

- i. The housing scheme may be divided into Blocks keeping in view its area.
- ii. Efforts shall be made to ensure that each Block is bounded in such a way that total numbers of plots in the Block do not exceed 500 or so.
- iii. Boundaries of each Block shall be well defined with a road or prominent physical feature
- iv. These Blocks shall be named or given alphabetical numbers.

2. NAMING THE ROADS

Each road shall be given a name, numerical or alphabetical number for identification

3. NUMBERING OF PLOTS

A particular plot in a street shall be given a unique/specific number. The intention is to make it easier to locate it. There are different systems being followed for numbering of plots, same are summarized below.

Option 1

Odd numbers on the left side, as viewed from the datum point at the start of the road, and even numbers on the right side. Along long roads numbers will typically ascend until the road crosses a junction or reaches the boundary of the next Block.

Option 2

To proceed sequentially along one side of the road and then back down the other, it is a combination of clockwise and anti clockwise system, depending on the layout plan.

Option 3

First roads are numbered. Then plots are numbered along both sides of the road sequentially or on odd/even system basis. In this case the road numbers vary but the plot numbers in each road start from one.

Option 4

Plots which surround a square are usually numbered consecutively clockwise.

**Lahore Development Authority Private Housing Schemes
Rules
2014**

CHECK LIST FOR SANCTION OF A SCHEME

A-DOCUMENTS REQUIRED	STATUS			
1. Certified copy of national identity card of developer;	YES		NO	
2. Certified title documents including a registry, intiqal/ mutation, fard malkiat, or any other document;	YES		NO	
3. Khasra plan or aks-e-shajra certified by the revenue officer;	YES		NO	
4. Topographic survey plan extended to a depth of one thousand feet around the scheme area;	YES		NO	
5. Location plan signed by a town planner;	YES		NO	
6. Layout plan signed by a town planner and sponsor;	YES		NO	
7. Requirements under clause 9 (3) above are submitted in triplicate;	YES		NO	
8. Details of development works along with time schedule;	YES		NO	
9. Scrutiny fee paid .	YES		NO	
B- PRELIMINARY CHECKING	STATUS			
1. application is complete;	YES		NO	
2. Planning permission was issued to the sponsor;	YES		NO	
3. Is the housing scheme submitted within the validity period of the Preliminary Planning Permission;	YES		NO	
4. Is the housing scheme in conformity with Master Plan or a structure plan or an outline development plan or a spatial plan or peri-urban structure plan or a Metropolitan Plan etc.	YES		NO	
C-SCRUTINY OF OWNERSHIP DOCUMENTS	STATUS			
1. Ownership documents cleared by the revenue office.	YES		NO	
2. Public notice given for inviting objections.	YES		NO	
3. Objections received, if any, settled by the sponsor.	YES		NO	

D- SCRUTINY OF SCHEME PLAN	STATUS			
	YES		NO	
1. scale of housing scheme plan is correct;	YES		NO	
2. scale of location plan is correct;	YES		NO	
3. size and dimensions of each plot is given;	YES		NO	
4. chamfering of corner plot by 5x5 feet up to one kanal and 10x10 feet for two kanal and above is done;	YES		NO	
5. size and dimension of public building and open space is given;	YES		NO	
6. right of way of road is written;	YES		NO	
7. parking area with parking pattern is indicated;	YES		NO	
8. dimensions of boundary of scheme is written	YES		NO	
9. boundary of a mouza or a revenue estate and khasras is superimposed on the layout plan;	YES		NO	
10. number and boundary of each khasra in a mouza is given;				
11. area and land use percentage of following is given (i) residential use; (ii) commercial use; (iii) open space; (iv) road; (v) graveyard; (vi) public building; (vii) other uses;	YES		NO	
1. aggregate of various categories of plots with area and, size is given;	YES		NO	
2. area of existing graveyard, if any, excluding it from area required for a graveyard is given separately;	YES		NO	
3. location of pumping station, if any, is shown;	YES		NO	
4. location of overhead tank and tube well is shown;	YES		NO	
5. list of various categories of plots to be mortgaged is given and sketched;	YES		NO	
6. signatures of the sponsor and a town planner;	YES		NO	
7. seal of the approving authority is given;	YES		NO	
8. cardinal sign indicating north is shown;	YES		NO	
9. name of housing scheme if any is given;	YES		NO	
10. names of the mouzas comprising a housing scheme are given; and	YES		NO	
E-PLANNING STANDARDS COMPLIED WITH (HOUSING SCHEME)	STATUS			
1. Open space or park not less than seven percent;	YES		NO	
2. Commercial area not more than five percent;	YES		NO	

3. Graveyard not less than two percent;	YES		NO	
4. Public Buildings from two or three or four percent to ten percent for housing scheme less than 300 kanals, 300 to 500 kanals and above 500 kanals respectively;	YES		NO	
5. Area of residential plot not more than two kanals;	YES		NO	
6. Internal roads not less thirty feet right of way;	YES		NO	
7. Roads proposed in peri-urban structure plan and master plan, structure plan or other allied plans are accommodated;	YES		NO	
8. A ten marla plot for storage of solid waste provided per 500 kanals and 10 marla plot for every additional 500 kanals.	YES		NO	
F-PLANNING STANDARDS COMPLIED WITH (FARM HOUSING SCHEME)	STATUS			
1. Graveyard not less than two percent;	YES		NO	
2. Commercial area not more than five percent;	YES		NO	
3. Open space or park, Public Buildings, public utility sites not less than five percent;	YES		NO	
4. Area of residential plot not less than four kanal;	YES		NO	
5. Internal roads not less forty feet right of way;	YES		NO	
6. Roads proposed in peri-urban structure plan and master plan, structure plan or other allied plans are accommodated;	YES		NO	
7. A ten marla plot for storage of solid waste provided per 500 kanals and 10 marla plot for every additional 500 kanals.	YES		NO	
RE-REQUESTES FOR ISSUANCE OF SANCTION OF SCHEME	STATUS			
1. Approved by the competent authority;	YES		NO	
2. Submitted a transparency of approved layout plan;	YES		NO	
3. Submitted a soft copy of approved layout plan;	YES		NO	
4. Deposited housing scheme approval fee;	YES		NO	
5. Deposited the land use conversion fee, if applicable;	YES		NO	
6. Deposit fee for public notice if applicable;				
7. Execute the Transfer Deed in favor of authority in office of Sub-Registrar;	YES		NO	
8. Execute the Mortgage Deed in favor of authority in office of Sub-Registrar and a Performance Agreement with a Bank Guarantee;	YES		NO	

9. Submitted a No Objection Certificate from the Environmental Protection Department;	YES		NO	
10. To get executed mortgaged / transferred deed in revenue record;				
Issue letter of sanction as per rule 28 in accordance with form E Issue public notice as per rule 29 in accordance with form F				
H- FOLLOW UP ACTIONS		STATUS		
1. Advertisements are as per rule 42;	YES		NO	
2. Terms and conditions as per rule 43 included in the allotment letter;	YES		NO	
3. Designs for Water Supply & Sewerage System Submitted ;	YES		NO	
4. Designs for Water Supply & Sewerage System approved;	YES		NO	
5. Designs for Road network Submitted;	YES		NO	
6. Designs for Road network approved;	YES		NO	
7. Landscape Design Submitted;	YES		NO	
8. Solid Waste Management Plan Submitted;	YES		NO	
9. Designs for electricity & Street Light Submitted;	YES		NO	
10. Designs for electricity & Street Light approved;	YES		NO	
11. Gas Supply Charges Submitted to the Concerned Department;	YES		NO	
12. Housing Scheme is being developed as per sanctioned layout plan;	YES		NO	
If not ,action is being taken as per law;	YES		NO	
13. Infrastructure and utility services are being laid as per approved designs and specifications;	YES		NO	
If not ,action is being taken as per law;	YES		NO	
14. on completion of 25% of the development works, up to 24% of the mortgaged plots shall be released;	YES		NO	
15. further mortgaged plots shall be released in proportion to every stage of 10% completion of works;	YES		NO	
16. four percent of mortgaged plots shall be attached with the management and maintenance of the Housing Scheme. After completion of development works, on submission of a written request for the maintenance of Housing Scheme by the Sponsor or handing over of the Housing	YES		NO	

Scheme to the association of the residents of the Housing Scheme the remaining 4% plots shall be released;				
17. Developer has installed Guide Maps in the Scheme;	YES		NO	
18. A Association for Management & Maintenance of the Scheme is functioning.	YES		NO	