MULTAN DEVELOPMENT AUTHORITY
HOUSING SCHEMES AND LAND SUB DIVISION RULES, 2015

CONTENTS

CHAPTER (I), PRELIMINARY

<table>
<thead>
<tr>
<th></th>
<th>Page no</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Short title, extent and commencement</td>
<td>1</td>
</tr>
<tr>
<td>2. Definitions</td>
<td>1</td>
</tr>
<tr>
<td>3. Terms</td>
<td>3</td>
</tr>
</tbody>
</table>

CHAPTER (II), PRELIMINARY PLANNING PERMISSION

<table>
<thead>
<tr>
<th></th>
<th>Page no</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Types of housing schemes</td>
<td>3</td>
</tr>
<tr>
<td>5. Application for preliminary planning permission</td>
<td>3</td>
</tr>
<tr>
<td>6. Evaluation criteria of application</td>
<td>4</td>
</tr>
<tr>
<td>7. Processing of application</td>
<td>4</td>
</tr>
<tr>
<td>8. Preliminary Planning Permission</td>
<td>4</td>
</tr>
</tbody>
</table>

CHAPTER (III), PLAN AND PLANNING STANDARDS

<table>
<thead>
<tr>
<th></th>
<th>Page no</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Submission of housing Scheme</td>
<td>5</td>
</tr>
<tr>
<td>10. Layout Plan of housing scheme</td>
<td>5</td>
</tr>
<tr>
<td>11. Planning Standards for a housing scheme</td>
<td>6</td>
</tr>
</tbody>
</table>

CHAPTER (IV), REQUIREMENT OF SERVICES DESIGN

<table>
<thead>
<tr>
<th></th>
<th>Page no</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. Submission of documents</td>
<td>8</td>
</tr>
<tr>
<td>13. Water Supply, Sewerage and Drainage</td>
<td>8</td>
</tr>
<tr>
<td>14. Road network</td>
<td>9</td>
</tr>
<tr>
<td>15. Electricity and street light</td>
<td>9</td>
</tr>
<tr>
<td>16. Landscape plan</td>
<td>9</td>
</tr>
<tr>
<td>17. Solid waste management plan</td>
<td>9</td>
</tr>
<tr>
<td>18. Gas supply charges</td>
<td>9</td>
</tr>
<tr>
<td>No.</td>
<td>Title</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------------------------------</td>
</tr>
<tr>
<td>19</td>
<td>Telephone</td>
</tr>
<tr>
<td>20</td>
<td>Underground services</td>
</tr>
<tr>
<td>21</td>
<td>Exemption</td>
</tr>
<tr>
<td></td>
<td><strong>CHAPTER (V), APPROVAL</strong></td>
</tr>
<tr>
<td>22</td>
<td>Processing of an application</td>
</tr>
<tr>
<td>23</td>
<td>Scrutiny of land ownership documents</td>
</tr>
<tr>
<td>24</td>
<td>Public objection</td>
</tr>
<tr>
<td>25</td>
<td>Technical scrutiny of layout plan</td>
</tr>
<tr>
<td>26</td>
<td>Processing service design</td>
</tr>
<tr>
<td>27</td>
<td>Pre-requisites for sanctioning housing scheme</td>
</tr>
<tr>
<td>28</td>
<td>Sanction of housing schemes</td>
</tr>
<tr>
<td>29</td>
<td>Public Notice</td>
</tr>
<tr>
<td>30</td>
<td>Sub-division of a Residential plot</td>
</tr>
<tr>
<td>31</td>
<td>Approval of sub-division of a plot</td>
</tr>
<tr>
<td></td>
<td><strong>CHAPTER (VI), FEE, FINE AND PENALTY</strong></td>
</tr>
<tr>
<td>32</td>
<td>Fee</td>
</tr>
<tr>
<td>33</td>
<td>Fee for revised plan service designs</td>
</tr>
<tr>
<td>34</td>
<td>Fee for sub-division of plot</td>
</tr>
<tr>
<td>35</td>
<td>Fee for transfer or amalgamation of scheme</td>
</tr>
<tr>
<td>36</td>
<td>fee for conversion of land use</td>
</tr>
<tr>
<td>37</td>
<td>Penalty for illegal development</td>
</tr>
<tr>
<td></td>
<td><strong>CHAPTER (VII), ACTION AGAINST VIOLATIONS</strong></td>
</tr>
<tr>
<td>38</td>
<td>Action against violations</td>
</tr>
<tr>
<td>39</td>
<td>Cancellation of approved scheme</td>
</tr>
<tr>
<td>40</td>
<td>Development of an approved housing scheme</td>
</tr>
<tr>
<td>41</td>
<td>Transfer of approved housing scheme</td>
</tr>
<tr>
<td>42</td>
<td>Amalgamation of approved housing schemes</td>
</tr>
</tbody>
</table>
43. Revision of approved housing scheme 15
44. Area for approval of housing scheme 15
45. Unplanned housing 15

CHAPTER (VIII), MARKETING AND SALE

46. Contents of an advertisement 15
47. Execution of agreement 16
48. Execution of sale deed 17

CHAPTER (IX), DEVELOPMENT AND MONITORING

49. Development of a sanctioned scheme 17
50. Monitoring of development works 17
51. Issuance of Completion Certificate 18
52. Extension in time 18
53. Release of mortgaged plots 18
54. Release of bank guarantee 18
55. Default and action 19
56. Management of housing scheme 19

Chapter (X), APPEAL

57. Appeal 19

Chapter (XI), MISCELLANEOUS

58. Limits of Peri-Urban Area 20
59. Tree plantation 20
60. Relaxation of rules 20
61. Saving 20

ANNEXURES
CHAPTER I
PRELIMINARY

1) Short title, extent and commencement :
(1) These rules may be cited as the Multan Development Authority Private housing scheme and Land Sub-division Rules 2015.
(2) These shall come into force at once.
(3) These shall extend to all housing schemes including cooperative housing schemes.

2) Definitions.—In these rules—
(i) “Act” means the Punjab Development of Cities Act 1976;
(ii) “Approach road” a road leading up to a particular place or feature
(iii) “Authority” means a governing body of a development authority established under the law for the time being in force;
(iv) “Cardinal Points” means a diagram showing North, South, East and West;
(v) “Chamfer” means the flat surface made by cutting of sharp edge or corner of a plot to enhance the visibility at the turning point;
(vi) “Company” means a company registered under the Companies Ordinance,1984(XLVII of 1984);
(vii) “Competent authority” means the authority competent to approve a private housing scheme, a farm housing scheme and land sub-division;
(viii) “Commercial use” means land use which is predominantly connected with sale and distribution of goods and services.
(ix) “Controlled area” means the area notified by Multan Development Authority as its controlled area.
(x) Conversion charges” means the charges levied by a local government or Development Authority concerned for conversion of land use;
(xi) “Cooperative society” means a society registered under the Cooperative Societies Act, 1925(VII of 1925);
(xii) “Council” means a Zila Council, Town or Tehsil Council;
(xiii) “Developer” means a company or a cooperative society or a firm or an owner of land who intends to develop a scheme or who has developed a scheme after approval.
(xiv) “District Planning and Design Committee” means a District Planning and Design Committee constituted by the Government under the Land Use (Classification, Reclassification and Redevelopment) Rules 2009;
(xv) “Educational institution” includes a school, college, university, research or training center, library or a madrassah;
(xvi) “Farm house” means a dwelling place attached to a farm on a plot not less than four kanal;
(xvii) “Government” means the Government of the Punjab housed in the Local Government and Community Development Department;
(xviii) “Horticulture” means the art or practice of garden cultivation, tree plantation, arranging of grass and flower beds;
(xix) “Infrastructure” means the services including road network, water supply, drainage and sewerage system, telephone, gas, cable and power lines;
(xx) “kanal” means a size of land equal to twenty marlas;
(xxi) “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;

(xxii) “Land sub-division” means sub-division of a plot into two or more plots in an approved housing scheme or sub division of land into two or more plots in other areas;

(xxiii) “Local Government” means a City District Government, a District Government Town Municipal Administration, or Tehsil Municipal Administration;

(xxiv) “Low income group” means a person who has monthly income not exceeding Rs. 15,000/-, duly authenticated by the concerned Union Nazim;

(xxv) “Marla” means, a size of land equal to two hundred seventy two square feet.

(xxvi) “Major road” means a road having a right of way of eighty feet or above;

(xxvii) “Master plan” means the traditional method for presenting a set of land usage, allocation and control measures in the form of a map and is supported by a written document of goals, objectives, strategy, policies for planning and development of an area. It also includes structure plans, spatial plans, an outline development plans and peri urban structure plans.

(xxviii) “Mutation” is the transfer or change of title of ownership in revenue records of the local municipal corporation.

(xxix) “Ordinance” means the Punjab Local Government Ordinance 2001 (XIII of 2001);

(XXX) “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;

(xxxi) “Peri-urban structure plan” means a plan indicating the proposed road network and type of development in the peri-urban area in accordance with Land Use Rules 2009;

(xxvii) “Property” means a plot or a building in a scheme;

(xxviii) “Power of attorney” A legal document giving one person the authority /power to act on the behalf of another person.

(xxix) “Public Building” includes a dispensary, post office, police station, local government office, educational institution, hospital, clinic, mosque and fire station;

(xxv) “Land Use Rules 2009” means the Punjab Land Use (Classification, Reclassification and Redevelopment) Rules 2009 notified by the Local Government & Community Development Department. Land Use (Classification, Reclassification and Redevelopment) Rules 2009 and the Punjab Development Authorities Land Use (Classification, Reclassification and Redevelopment) Rules 2009 notified by the Housing Urban Development and Public Health Engineering Department;

(xxvi) “Right of way” means the width of road or street between two opposite properties.

(xxvii) “Saleable area” means an area under the residential, commercial and public building plots in a scheme;

(XXviii) “Sale deed” A main legal document that evidences the sale and transfer of ownership of property in favour of the buyer from the seller.
“Scheme” means a private housing scheme or a farm housing scheme;
“Sponsor” means the person who provide funds for a project or activity or the person carrying it out
“Town planner” means a Town Planner registered with the Pakistan Council of Architects and Town Planners; and
“Valuation table” means a valuation table notified under the Stamp Act 1899 (II of 1899).

3) Terms not defined.—A word or term used in these rules but not defined shall have the same meaning as in the Ordinance.

CHAPTER II
PRELIMINARY PLANNING PERMISSION

4) Types of Housing Schemes/Land Sub Division
   (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;
   (d) Land sub division having an area less than 40 kanals.

5) Application for Preliminary Planning Permission
   1) A sponsor shall not initiate any planning or development activity in the area, except in case of land sub-division scheme having an area less than forty kanals, 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 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 khasra numbers, satellite imagery of site and location of the site shown on the master plan and any other information, if required; and
      k) Receipt of the deposit of non refundable preliminary planning permission fee
6) **Evaluation criteria for an application:** –

The Authority shall not entertain an incomplete application and 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 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.

7) **Processing of an application.** - If the application, on evaluation, is found to be in accordance with these rules then:

   a. Director 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 convey observations to the Director.
   c. Director 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 shall, within seven days, submit the case to the Director General of the development Authority, for approval and permission to proceed for planning of a scheme or otherwise; and
   e. Director shall, within seven days, issue a planning permission or convey observations, to a sponsor, if any.

8) **Preliminary Planning Permission:**

1) A preliminary planning permission shall:
   a. be a confirmation that a scheme can be submitted for approval in accordance with these rules;
   b. be valid for six months from the date of issuance;
   c. not be a permission to carry out any construction activities at the proposed site;
   d. not permit marketing or publicity and sale of the plots/scheme.
   e. will be cancelled if the sponsor fails to fulfill the requirements in accordance with these rules within given time period of six months. And after that, the sponsor shall resubmit the case.

2) Only a developer in whose name a planning permission has been issued shall be entitled to submit the scheme.
CHAPTER III
PLAN AND PLANNING STANDARDS

9) **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 preliminary planning permission and is in accordance with 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-e-malkiat and any other relevant documents to establish that the sponsor is full owner of the land,
   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;
   g. Layout 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.
   h. Certified title documents having hundred percent ownership rights in favour of developer and no special or general power of attorney shall be entertained or accepted for the proof of the ownership;

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

10) **Layout 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 is 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 size;
n. Area of existing graveyard, if any, excluding if 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.

11) **Planning Standards for Housing Scheme and Land Subdivisions.**

The Authority shall ensure that a housing scheme is planned and approved in accordance with the following planning standards:

**(a) Planning/Space Standards for Land Sub Division**

<table>
<thead>
<tr>
<th>Sr.no.</th>
<th>Land use</th>
<th>Land Sub Division</th>
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<tr>
<td></td>
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<td>Area less than 40 kanal</td>
</tr>
<tr>
<td>1</td>
<td>Open space</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>Grave yard</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Commercial</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Public Building</td>
<td>-</td>
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<tr>
<td>5</td>
<td>Size of residential plot</td>
<td>Max 2 kanal</td>
</tr>
<tr>
<td>6</td>
<td>Internal road</td>
<td>Min 30 feet</td>
</tr>
<tr>
<td>7</td>
<td>Site for solid waste management</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>Grid station</td>
<td>-</td>
</tr>
<tr>
<td>9</td>
<td>Major road</td>
<td>Min 40 feet</td>
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<tr>
<td>10</td>
<td>Service area/ society office</td>
<td>Min 3 marla</td>
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**(b) Planning/Space standards for Housing Schemes**

<table>
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<th>Land use</th>
<th>Private Housing Scheme</th>
<th>Farm Housing Scheme</th>
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<td></td>
<td>less than 300 kanal</td>
<td>300 to 500 kanal</td>
<td>Above 500 kanal</td>
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<td>1</td>
<td>Open space</td>
<td>Min 7 %</td>
<td>Min 7 %</td>
</tr>
<tr>
<td>2</td>
<td>Grave yard</td>
<td>Min 2%</td>
<td>Min 2%</td>
</tr>
<tr>
<td>3</td>
<td>Commercial</td>
<td>Max 5%</td>
<td>Max 5%</td>
</tr>
<tr>
<td>4</td>
<td>Public Building</td>
<td>2% to 10%</td>
<td>3% to 10%</td>
</tr>
<tr>
<td>5</td>
<td>Size of residential plot</td>
<td>Max 2 kanal</td>
<td>Max 2 kanal</td>
</tr>
<tr>
<td>6</td>
<td>Internal road</td>
<td>Min 30 feet</td>
<td>Min 30 feet</td>
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<td>7</td>
<td>Site for solid waste</td>
<td>Min 10 marla plots for 500</td>
<td>Min 10 marla plots for 500</td>
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<td></td>
<td>management</td>
<td>kanal and 10 marla plot for every additional 500 kanal</td>
<td>kanal and 10 marla plot for every additional 500 kanal</td>
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<td>---------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>8</td>
<td>Grid station</td>
<td>As per requirements of concerned department/agency</td>
<td>As per requirements of concerned department/agency</td>
</tr>
<tr>
<td>9</td>
<td>Major road</td>
<td>Min 100 feet</td>
<td>Min 100 feet</td>
</tr>
<tr>
<td>10</td>
<td>Service area/society office</td>
<td>Min 10 marla</td>
<td>Min 10 marla</td>
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(c) Other requirements:

1. The Authority shall ensure that the following additional requirements are met by the sponsor:
   a. Accommodation of roads proposed in the master plan, outline development plan, structure plan, or other allied plans;
   b. 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;
   c. Location of fire hydrant on the main water line in open space, commercial center at regular interval along a road;
   d. Display 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;
   e. Green strip under high tension electricity line as per requirements of the concerned department or agency;
   f. In every scheme, appropriate provision for place of worship shall be made;
   g. 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 40 kanal where the sponsor shall:
      i. Provide internal infrastructure and services and
      ii. Provide septic tank in each plot, in case public sewerage system is not available.
   h. 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 40 kanal, shall be reserved or planned for low income group in the following manner
      i. 10% of plots in a housing scheme shall be allocated for three marla plots and
ii. 10% of the remaining plots shall be allocated for multi-storey flats or apartments for low cost housing.

i. Provision of housing for low income people shall be assured not merely by fixing size of plots but also developers of the scheme may be bound to sell those plots at 30% less cost than the cost of rest of the plots of the scheme. The authority may give incentives like relaxation in development cost and 20 feet internal road where this low income pocket falls.

CHAPTER IV
REQUIREMENTS OF SERVICES DESIGN

12) Submission of documents. – A sponsor shall submit to the Authority four sets of the following documents:
   a. Approved layout plan;
   b. Location plan
   c. Topographic survey plan
   d. Land use analysis; and
   e. Soil test report from the approved laboratory

13) 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 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.
14) **Road Network**. - A sponsor shall:
   Engage services of a qualified civil or structural engineer, registered with Pakistan Engineering Council, for the preparation of detailed design and specifications of road network and bridges;
   Ensure that the design and specifications are in accordance with law, master plan and guidelines of agency responsible for approval of the same;
   Ensure that foot paths are provided on both sides of a road with more than 80 feet right of way; and
   (d) Submit to the Authority four sets of the following documents or drawings:
      1) 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;
      2) Geometric design of road network and junctions;
      3) Design of appurtenance and structure;
      4) Road drainage design;
      5) Landscape design for a road network;
      6) Design of street furniture and fixtures; and
      7) Detail of traffic control devices.

15) **Electricity and Street Light**. -
   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 the design 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.

16) **Landscape Plan**. –
   A sponsor shall, submit to the Authority, a landscape plan for parks, open spaces, including free plantation on both sides of road and in open spaces.

17) **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.

18) **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.

19) **Telephone**. –
   A sponsor shall, within three years of the development of a scheme, ensure availability of telephone facilities under intimation to the Authority.
20) **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.

21) **Exemption.** - The provisions of this chapter shall not be applicable to a land subdivision having an area less than 40 kanal.

**CHAPTER V
APPROVAL**

22) **Processing of an application.** –

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

23) **Scrutiny of Land Ownership documents.** –

If the Authority considers an application complete, then:

i. The Director dealing with processing of private housing schemes shall, within seven days, forward the application to its revenue staff for scrutiny of ownership documents;

ii. The revenue staff of the Authority with the assistance of the District Collector shall, within ten days, scrutinize the ownership documents;

iii. After the scrutiny, the revenue staff of the Authority shall forward its report or objections to the Director dealing with processing of private housing schemes; and

iv. The Director dealing with processing of private housing schemes shall, within five days, convey the objections to the sponsor for appropriate action.

24) **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 40 kanal.

(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 mouza; and
   
   (e) The objections, if any, may be filled within fifteen days from the date of publication with such authority as is mentioned in these 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 objects or claim disputed land from the scheme.

25) **Technical scrutiny of Layout Plan.** –

(1) After the scrutiny of ownership documents and settlement of public objections, if any:
a. Director 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 layout plan, the Director 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 land sub-division having an area less than 40 kanals.

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 40 kanal, the area under roads, open spaces and amenities, if provided;

iv. A mortgage deed in Form C, C1, 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 40 kanal;

(2) On fulfillment of requirements:

a. The Director shall, within seven days, submit his recommendations to the authority 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 shall, within seven days of the receipt of the order of the Director General, intimate the sponsors the orders of the Director General.

26) Processing Service Design.

On submission of the design for services, except for a land sub-division having an area less than 40 kanals:

a. The Director 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;

A sponsor, after removing the objections, may resubmit the case to the Director;

d. On resubmission of the case, the concerned agency shall, within fifteen days, convey its decision to the sponsor under intimation to the Director dealing with processing of private housing schemes; 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.

27) Pre-requisites for Sanctioning a Housing Scheme.

(1) The Authority shall issue the letter of final approval of a scheme and shall release the layout plan within ten days from the date on which the sponsor fulfills the following requirements:
i. Deposit the approval fee;  
ii. Deposit the land use conversion fee, if applicable;  
iii. Deposit fee for a public notice if applicable, in one Urdu and one English daily National Newspaper 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;  
iv. Execute a transfer deed in favor of Authority in the office of the sub registrar;  
v. Execute mortgage deed in favor of Authority in the office of the Sub-Registrar as security, if applicable;  
vi. Deposit a performance bond in Form D and Form D1, consisting of a performance agreement and an 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 having an area less than 40 kanal;  
vii. Submit a no objection certificate from the Provincial Environment 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 Authority is incorporated in the revenue record;  
   b. The mortgage of plots in favor of the Authority is incorporated in the revenue record; and  
   c. The housing scheme is incorporated in the revenue record.

28) 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 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.

29) 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.

30) Sub-division of a Residential Plot.  
1. The Authority may allow sub-division of residential plot in 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 lot 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 plots;
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.

31) Approval of sub-division of a Plot.
   (1) The Authority shall not entertain an incomplete application and shall, within seven days, inform the application of the objections, if any.
   (2) If the Authority is satisfied that the application fulfills the requirement of these rules, the ownership of the plot has been established and the prescribed subdivision fee has been deposited, it may approve the sub-division.

CHAPTER VI
FEE, FINE AND PENALTY

32) Fee.
   (1) A sponsor shall deposit the non refundable preliminary planning permission fee (department charges) along with application at the rate of rupees one thousand per kanal for the total scheme area. (This scrutiny fee is subject to revision by the authority from time to time).
   (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 specification 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 foot paths 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.

33) Fee for revised plan service designs:
   A sponsor shall deposit the fee for approval of 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.

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

35) 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.

36) 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 rate of five percent of 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.

37) Penalty for illegal development.
The Authority, besides any other action, shall impose the fine mentioned below on a person, if the person developers or continues 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 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

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

39) 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 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.

40) 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 housing scheme and other allied matters.

41) 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.

42) **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 sponsor of any liability arising at any stage.

43) **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.

44) **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, peri-urban structure plan and other allied plans.

45) **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 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**

46) **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 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

47) 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:
   i. The number of the allotted property shall not be changed without prior consent, in writing, of the allottee;
   ii. 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;
   iii. Allotment of 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;
   iv. The date of handing over possession of the property shall be indicated;
   v. Notwithstanding anything in the contract, in case of delayed handing over 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;
   vi. 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;
   vii. In case of non-payment of development charges at least two opportunities for making the required payment shall be given to the allottee;
   viii. In case of cancellation due to default of the allottee, ten percent of the price of the property shall be deducted and balance amount shall be refunded within six months of cancellation;
   ix. 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
   x. On payment of full installments, the sponsor shall immediately execute the sale deed in favor 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.
48) **Execution of Sale deed.** –

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

**CHAPTER IX**

**DEVELOPMENT AND MONITORING**

49) **Development of a Sanctioned Scheme.** –

The sponsor shall:

i. Execute all development works within the time mentioned as under:

- 2 year, in case of land sub-division or an area up to 100 kanals;
- 3 years, in case of an area 101 kanals to 300 kanals;
- 5 years, in case of an area above 300 kanals;

ii. Undertake development works after issuance of approval of design and specifications by the concerned agencies; and

iii. 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.

50) **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 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 developer to rectify any deviations from approved design and specifications;
   f. Take action against the deviations or violations as per law.

3. A developer shall—

   a. Prior to commencement of development works, inform in writing to an agency which approved design and specifications;
   b. Engage services of public health, structural and electrical engineers, who are registered with the Pakistan Engineering Council, to ensure quality control and execution of works in accordance with an approved design and specifications;
   c. Rectify any deviations from approved design and specifications as intimated under sub-rule (2) clause (e) above; and
   d. Engage a qualified consultant engineer duly registered with Pakistan Engineering Council for the supervision and checking quality of development work as per specification and design and if the work is not as per specification or approved
design, the same shall be brought by competent authority as per approved
specifications or design at the cost and expense of the developer.; and

4. Testing and inspections carried out by a local government, which approved design and
specifications shall be at the cost of a developer.

51) Completion Certificate:
   After completion of development work, the sponsor shall request MDA for issuance of
   completion certificate. A committee of MDA engineers and Town Planners shall check
   whether the development works have been completed according to the approved plans
   and engineering designs. After the committee shall give its recommendations in favour
   of the sponsor and the completion certificate may be issued or what the case may be;

52) 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, extend the period for
      completion of the development work up to two years on payment of penalty of ten
      thousands 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
      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 thousands
      per kanal per annum for the total area of the scheme but no further extension shall be
      allowed.

53) Release of Mortgaged Plots. -
   The Authority shall release the 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 or full payment of charges to the agency or
   department concerning electricity and to Sui Northern Gas pipeline Company, as follows:
   i. on hundred percent completion of water supply, sewerage and drainage works 25% of
      the mortgaged plots shall be released;
   ii. on hundred percent completion of road, bridge and footpath works; 25% of the
      mortgaged plots shall be released;
   iii. on hundred percent completion of electricity and streetlight net work, 25% of the
      mortgaged plots shall be released;
   iv. on hundred percent completion of horticulture and solid waste management works 20%
      of the mortgaged plots shall be released;
   v. 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 5 % plots shall
      be released.

54) Release of Bank Guarantee. -
   The Authority shall reduce the Bank Guarantee to the sponsor in proportion to
   development works 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 concerning electricity and to Sui Northern Gas pipeline Company,
   as follows:
i. 25% bank guarantee shall be reduced to the sponsor on hundred percent completion of water supply, sewerage and drainage works.

ii. 25% bank guarantee shall be reduced to the sponsor on hundred percent completion of road, bridge and footpath works;

iii. 25% bank guarantee shall be reduced to the sponsor on hundred percent completion of electricity and streetlight net work,

iv. 20% bank guarantee shall be reduced to the sponsor on hundred percent completion of horticulture and solid waste management works

v. Remaining 5% bank guarantee shall be reduced to the sponsor. 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.

55) Default and Action-

1. The Authority besides any other action shall impose the fine mentioned at rule 37 on the sponsor if he continues to develop the housing scheme without approval of layout 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.

56) 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 building of common use such as mosques and clubs; and
   c. May fee or dues to disburse the expense incurred on the maintenance and management of the housing scheme.

CHAPTER X
APEAL

57) Appeal

1. An aggrieved person may, within thirty days of cause of action arising under these rules, file an appeal before “Housing Urban Development & Public Health Engineering Department.

2. The appellate authority shall, within ninety days from the date of filing of the appeal, decide the same whose decision on such appeal shall be final.

3. An appeal under these rules shall include:
   i. An application signed by the appellant;
   ii. A copy of the national identity card of the appellant; and
iii. Any other document relevant to the appeal.
4. The appellate authority may pass an interim order during the pendency of an appeal.

CHAPTER XI
MISCELLANEOUS

58) **Limits of Peri-Urban Area.**—
No private housing scheme or land subdivision shall be allowed outside peri-urban area.

59) **Tree plantation.**—
A developer shall plant trees on both sides of a road and in open spaces.

60) **Relaxation of rules.** - No provision of these rules shall be relaxed for any reasons whatsoever.

61) **Saving:**
1. The provisions of the Punjab Private Housing Scheme and Land Sub-division Rules 2015 shall not be applicable to any other Authority, except Multan 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 Multan, Master Plan.

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.
Form-A
Multan Development Authority Housing Schemes and Land Sub-division Rules 2015

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 for sanction of a scheme located in
mauza_____________________Tehsil____________________district ______________________

having a total area of ____________ kanal ____________ marla ____________ square feet.

Detail list of khasra numbers alongwith mauza is:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Any person having objection against sanction of the 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 for sanction of the scheme.

Name of the officer________________

Designation______________________

Address_________________________

Phone No._______________________
Form-B

Multan Development Authority Housing Schemes/Land Sub-division Rules 2015

TRANSFER DEED

This TRANSFER DEED made at ___________ on the __________ day of________________ in year
__________________ by developer ______________ I.D.Card No/s.______________________ of the
Scheme19/land sub-division Located at Mouza ___________________________
hereinafter called the Transferor;

IN FAVOUR OF

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 ________________________ has approved layout plan of scheme20/land subdivision
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 annex I) is reserved for public use as detailed below and thereinafter called
the property:

<table>
<thead>
<tr>
<th>sr.#</th>
<th>Public land use</th>
<th>kanal</th>
<th>marla</th>
<th>Sq. Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Park</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Graveyard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>public building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Disposal station and pumping station</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total:
Schedule of area under the property is at annex II.

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.

6. 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____________________
NIC .NO__________________
ADRESS ____________________

WITNESS 2
Signed ________________
Name ______________
NIC .NO ______________
ADRESS ________________
Form-B1
Multan Development Authority Housing Schemes/Land Sub-division Rules 2015

Layout plan of scheme

(Approved Layout Plan of the scheme showing land transferred through the Transfer Deed)
Form-B2
Multan Development Authority Housing Schemes/Land Sub-division Rules 2015

Schedule of the property

1. Park and open spaces
Plot Number_________Block Dimension Area Kanal________Marla_____ Sq.ft._________
Total Area ________________________________

2. Public building plots (1%)
Plot Number______ Block Dimension Area Kanal___________ Marla_______ Sq.ft________
Total Area____________________

3. Graveyard
Plot Number______ Block Dimension AreaKanal___________ Marla_______ Sq.ft________
Total Area________________________

4. Other plots
Plot Number______ Block Dimension AreaKanal___________ Marla_______ Sq.ft________
Total Area___________________

5 .Total area under roads
Kanal_________ _____Marla___________ Sq.ft____________
Form-C
Multan Development Authority Housing Schemes/Land Sub-division Rules 2015

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 the Development Authority of the second part.

WHEREAS the mortgagor applied for sanction of_________________________ Scheme21/land
sub-division for an area of _______ kanals _________ marlas __________________ sq.ft.
bearing khasra
Nos.________________________________________________________________________
____________________________________________________________________________
_____________________________________________________________________________________
In
Mouzas.________________________________________________________________________
Tehsil_____________________________________District______________________________
The scheme22/land sub-division is approved and the mortgagor has agreed to mortgage twenty
percent (ten percent in case of a farm housing scheme) of the saleable area of the said scheme23/land
sub-division with Development Authority.

NOW this deed witnesses as follows:

1) As a security for provision of development works in the scheme24/land sub-division, the mortgagor
hereby grants, assures, demises and mortgages to 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 scheme25/land sub-division 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 five years after sanction of the
scheme26/land sub-division.
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 scheme27/land sub-division 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) 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. twenty five percent of mortgaged plots on one hundred percent completion of water supply,
      sewerage and drainage works;
   b. twenty five percent of mortgaged plots on one hundred percent completion of road, bridge and
      footpath works;
c. twenty five percent of mortgaged plots on one hundred percent completion of electricity and streetlight net work;

d. fifteen percent of mortgaged plots on one hundred percent payment of gas charges; and

e. ten percent of mortgaged plots on one hundred percent completion of horticulture and solid waste management works.

7) On completion of development works, the operation and maintenance of the infrastructure, public and utility services in the scheme28/land sub-division shall be the responsibility of the residents and or the plot owners till such time that the same are taken over by the concerned agencies.

8) Development Authority shall not be responsible for undertaking development works in the scheme29/land sub-division. If the mortgagor fails to do so and the 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) If at any stage, the land under the scheme30/land sub-division or any part thereof is required by the Development Authority or the Government for any public purpose, the mortgagor or his successor in interest or any other person claiming any right or interest in the said land shall have no objection to its acquisition.

10) The plots mortgaged to the Development Authority shall be open to inspection at any time by any officer deputed for the purpose.

11) The mortgagor and or all plot owners of the scheme31/land sub-division shall pay to Development Authority the Betterment Fee as and when levied.

12) The mortgagor hereby covenants with the 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 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 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 Development Authority secured harmless and indemnified against all losses and damages caused to be suffered or sustained by the 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 Development Authority as security for the provision of development works to the satisfaction of the Development Authority.

13) In case the mortgagor fails to provide the development works as required by the Development Authority under the preceding clauses, Development Authority without any further notice to or concurrence on the part of the mortgagor shall be entitled to:

a. take possession of the mortgaged property.

b. sell or dispose off the said property or any part thereof together or in parcel on the account and at the risk of mortgagor either privately or by public auction or by private contract on such terms and conditions as the Development Authority shall think fit and proper, without the bid and intervention of a court of law and without prejudice to the Development Authority’s rights to execute the necessary sale deed, present it for registration and get the same registered and have the necessary mutation of names.
entered in the Government, revenue records, and on such transfer the property shall vest in the transferee, all rights in or to the property transferred, as if the property had been sold to the transferee by the owner and for the purpose aforesaid or any of them to make agreements, execute assurance and give effectual receipt for discharges for the purchase money and do all other acts and things for completing the sale, which the person or persons exercising powers of sale shall think proper of the aforesaid power shall be deemed to be a power to sell of concur in selling without the intervention of the court under the transfer of property Act-1882.

14) The mortgagor shall abide by the conditions imposed in the letter of sanction of the scheme32/land sub-division.

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

Mortgagor
Signed

Name

I.D card No

Address

WITNESS 1
Signed____________________
Name____________________
NIC .NO__________________
ADDRESS__________________

WITNESS 2
Signed____________________
Name____________________
NIC .NO__________________
ADDRESS__________________
Form C1

Multan Development Authority Housing Schemes/Land Sub-division Rules 2015

SCHEME PLAN SHOWING MORTAGAGE PLOTS

Plot Number_______ Block Dimension____________________ Area Kanal____________

Marla___________________ Sq.ft.___________________________

Total Area___________________________
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 developer which expression, where the context so admits, shall include heirs, executors, administrators, legal representatives, assigns and successors of the first part AND the Tehsil Municipal Administration, Town Municipal Administration or a Development Authority of the second part.

WHEREAS the developer applied for sanction of __________________________ scheme for an area of ___________ kanals ___________ marlas ___________ sq.ft.

Bearing khasra Nos. ______________________________________________________

_________________________ in mouzas. _______________________________________

_________________________ Tehsil ___________ District ___________ and the scheme is approved. The developer has agreed to submit a bank guarantee equal to the total cost of the provision of development works of the said scheme to the Development Authority.

NOW this Agreement witnesses as follows:

1. That as a security for provision of development works of the scheme, the developer hereby submits to Development Authority a Bank Guarantee for Rs. __________, equal to total cost of provision of development works of the scheme.

2. The developer 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 Developer 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 developer 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 scheme area.

5. The developer 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. Development Authority shall allow the developer 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) twenty five percent of bank guarantee on one hundred percent completion of water supply, sewerage and drainage works;

(b) twenty five percent of bank guarantee on one hundred percent completion of road, bridge and footpath works;

(c) twenty five percent of bank guarantee on one hundred percent completion of
electricity and streetlight network;
(d) fifteen percent of bank guarantee on one hundred percent payment of gas charges; and
(e) ten percent of bank guarantee on one hundred percent completion of horticulture and solid waste management works.

7. On completion of development works in the scheme, the operation and maintenance of the infrastructure, public and utility services in the scheme shall be the responsibility of the residents and or the plot owners till such time that the same are taken over by the concerned agencies.
8. Development Authority shall not be responsible for undertaking development works in the scheme if the developer fails to do so and the Development Authority decides to undertake development works the developer 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. If at any stage, the land under the scheme or any part thereof is required by the Development Authority or Government for any public purpose, the developer or his successor in interest or any other person claiming any right or interest in the said land shall have no objection to its acquisition.
10. The developer and or plot owners shall pay to the Development Authority the Betterment Fee as and when levied.
11. The developer hereby covenants with the Development Authority and guarantees to comply with all rules, regulations and byelaws framed by the Development Authority under the respective laws.
12. That the developer shall abide by the conditions imposed in the Letter of sanction of the scheme.
13. Development Authority may extend the completion date by mutual agreement keeping in view unforeseen circumstances 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.
14. Development Authority feels that the development works are expected not to be completed in the remaining time period, it may ask the developer, fifteen days before its expiry, to immediately extend the Bank Guarantee. If the developer does not extend the same, a week prior to its expiry, then the Development Authority shall encash it before expiry.
15. In case the developer fails to provide the approved development works as required under the preceding clauses, the 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 scheme through contracts and on such terms and conditions as Development Authority thinks fit and proper, without the bid and intervention of a court of law and without prejudice to Authority’s rights to do all other acts and things for completing the development works.
16. 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 developer as here into sets his hand on the day and the year first above written.

Developer
Signed

Name

I.D card No
<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS 1</td>
</tr>
<tr>
<td>Signed _______________</td>
</tr>
<tr>
<td>Name___________________</td>
</tr>
<tr>
<td>I.D card no______________</td>
</tr>
<tr>
<td>Address ________________</td>
</tr>
</tbody>
</table>
Form D1
Multan Development Authority Housing Schemes/Land Sub-division Rules 2015

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_________________________
EXPIRATORY DATE__________________

Whereas a Performance Agreement dated ______________has been executed between (Name of the Development Authority) and M/s. (Name of the Developer of the Scheme) for the development of the (Name of the scheme) Scheme as per terms and conditions contained in the said Performance Agreement.

AND WHEREAS you have required the Developer to furnish, a Bank Guarantee equivalent to the amountRs. (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 Developer, 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 Developer in respect of any obligation of the Developer under the Performance Agreement.
   b. Any variation of any provision of the Performance Agreement.
   c. Any dissolution, winding up or corporate reorganization of the Developer.
   d. Any transfer or extinguishing of any of the liability of the Developer 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____________
Dear Sir,

As per request of M/s (name of the Developer) 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 Developer).

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

For and on behalf of the bank:

Seal and signatures of the authorized person

Designation
SUBJECT: SANCTION OF SCHEME (name and location of scheme)
The scheme plan submitted by you for an area measuring______________kanals______________
marlas_______________sq.ft in Mouza/s_______________________________________________
in Tehsil_______________________ and District_____________ has been sanctioned by
(DevelopmentAuthority)

This sanction of the 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 WAPDA or other
agency designated for it.
4. The development works in the scheme shall be completed in accordance with the approved designs
and specifications.
5. All development works shall be completed within a period of five years 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 scheme area will be done as per approved plans.
9. The operation and maintenance of the schemes after completion of development works shall be
responsibility of the plot owners association.
10. In case of any litigation or objection regarding the land ownership, you will be responsible for the
same and 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. 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 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 (Name of Development Authority) as per Transfer Deed.

17. You shall get the approved scheme transferred in revenue record within six months after the sanction of the scheme.

18. The advertisement and publicity material shall include:
   i. Total area and location;
   ii. Total number of residential and commercial plots of various sizes;
   iii. detail of mortgaged plots.
   iv. Period for completion of development works.
   v. Method of allocation of plot numbers.

21. Sale or commitment of plots over and above the total number of plots provided in the approved scheme is not allowed.

22. Sale or commitment of mortgaged plots is not allowed before their redemption.

23. Full contents of this letter shall be given in the publicity brochure prepared for the sale of plots.

24. You will take up the case regarding the proposed acquisition of land if any with the concerned authority; The Plan approving authority has nothing to do with it.

25. You shall include all the general terms and conditions under these Rules in your application forms.

Name of the officer________________

Designation______________________

Address_________________________
Form F
Multan Development Authority Housing Schemes/Land Sub-division Rules 2015

PUBLIC NOTICE

(Name and location of the scheme)
The public is hereby informed through this notice that M/s (Name and Address of the developer) has applied to (Development Authority) for sanction of the scheme named (name of scheme) located in mauzas (name of mauzas) in tehsil (name of tehsil) in district (name of district), having a total area of ____________ kanals _____________ marlas _____________ sq.ft.

(Name of approving agency) has sanctioned this scheme.

Detail of various categories of plots provided in the scheme is as follows:

<table>
<thead>
<tr>
<th>Residential</th>
<th>Size of Plots</th>
<th>No. of Plots</th>
</tr>
</thead>
</table>

Commercial

Others

The public is hereby informed through this notice that the following plots in the scheme have been mortgaged with the (name of approving agency) as security towards provision of development works (provision of roads, water supply sewerage and drainage system, street light and electricity net work, gas facilities and horticulture works). It is the responsibility of the developer of the scheme to provide and complete the development work. The developer cannot sell or transfer these plots until these are redeemed after due completion of the development works. List of mortgaged is as follows;

<table>
<thead>
<tr>
<th>Plot Number</th>
<th>Block Dimension</th>
<th>Area</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Kanal</td>
</tr>
</tbody>
</table>

Total Area

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._______________________
NUMBERING OF PLOTS AND ROADS

1. NAMING THE BLOCKS
   i. The 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.