



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

NOTIFICATION

No. -In exercise of the powers conferred under section 38 of the Punjab Housing & Town-Planning Agency Ordinance 2002 (Ordinance LXXVIII of 2002), the Punjab Housing & Town-Planning Agency is pleased to make the following regulations:

**CHAPTER I
INTRODUCTION**

1. Short title and commencement.

(1) These regulations may be cited as the Punjab Housing & Town-Planning Agency (Affordable Private Housing Schemes) Regulations 2024.

(2) **They shall extend to the controlled area declared under Section 15 of Punjab Housing & Town-Planning Agency Ordinance 2002 (Ordinance LXXVIII of 2002).**

2. Definitions.

(1) In these regulations, unless there is anything repugnant in the subject or context:

(a) “Low-income group” means persons whose income does not exceed the limit of monthly income determined by Governing Body or as determined by the implementing agency of a Special Initiative for Affordable Private Housing Scheme.

(b) “Ordinance” means the Punjab Housing & Town-Planning Agency Ordinance, 2002, (Ordinance LXXVIII of 2002);

(c) “Rules” means the Punjab Housing & Town Planning Agency (Affordable Private Housing Schemes) Rules 2020.

(d) “Special Initiatives” means any project or initiative of affordable housing that receives funding from foreign banks, international donors, or similar entities and may include housing schemes, residential complexes, or housing projects

(2) A word or term used but not defined in these regulations shall have the same meanings as are assigned to it in the Ordinance and/or the Rules.

CHAPTER II

SUBMISSION AND PROCESSING OF APPLICATIONS

4. Submission of application for development of a housing scheme

- (1) The sponsor may apply for approval of housing scheme having minimum area of 100 kanals under the Rules.
- (2) The sponsor's application must state the sponsor's complete postal address of its registered principal place of business, official e-mail address, and current mailing address.

5. Evaluation criteria for the scrutiny of application

- (1) For the purposes of Rule 7 of the Rules, Director PHATA of concerned region, shall examine and confirm that the site proposed for the housing scheme fulfils the stated requirements, personally or through concerned Deputy Director Sub-Region.
- (2) The Sponsor will provide a Soil Investigation Report for the site prepared by any Govt. Department or by Private Consultant / Company registered with PEC in category of Geo Tech Consultancy. The test will be performed as per ASTM and AASHTO guidelines. One bore hole & one test pit per 50 Kanal area is mandatory, along with soil investigation report recommendation report regarding the land/site of proposed housing scheme, is fit for housing project or not.
- (3) Director PHATA Region shall carry out and complete the examination within seven days of receipt of the application and shall accordingly forward his report to the Director General of the Agency.

6. Technical scrutiny of layout plan

For the purposes of Rule 10 of the Rules, the technical committee shall scrutinize the layout plan of the scheme according to the prevailing planning standards notified by the Agency and tasks assigned to them under Rule 10.

7. TORs of the Governing Body of the Agency

- (1) The Governing Body of the Agency shall be the final authority of approval.
- (2) The Governing Body of the Agency shall be comprised of the Members as stated in the Ordinance.
- (3) Meetings shall be called by the Secretary of the Governing Body, whenever consideration and a final decision regarding approval of the housing scheme, or housing project is required to be taken by the Governing Body.
- (4) Unless otherwise agreed, a notice of each meeting confirming the venue, date, and time, together with an agenda of items to be discussed, shall be forwarded to each member and any other person required to attend, not later than five (5) working days

before the date of the meeting. Supporting documents shall be sent to members and to other attendees as appropriate, at the same time.

(5) The secretary shall record the minutes of the proceedings and decisions of all meetings, including the attendance record.

(6) The Governing Body of the Agency shall have the authority of making decisions that are in accordance with the mandate of the PHATA Ordinance 2002, Rules and Regulations.

8. Mortgage Deed

The sponsor shall use the Mortgage Deed attached as Form D for the purposes of mortgaging plots in favour of the Agency.

9. Redemption of mortgaged plots

The Agency shall use the Redemption Deed attached as Form K for the purposes of release of mortgaged plots.

10. Area for approval of housing scheme

The Agency shall allow affordable housing scheme in the area declared residential or industrial or peri-urban in the master plan, outline development plan, agro-village development plan, peri-urban structure plan and other allied plans, if such said plans are available and in force. The Agency shall declare the scheme as its controlled area. In case such plans are outdated or not notified, the Agency may allow affordable housing scheme in the area which is non-agricultural or barren land after verification from the concerned Deputy Commissioner.

11. Execution of agreement

(1) A sponsor shall execute a registered agreement with the allottee at the time of booking of a plot or constructed housing unit except for allottees of houses and apartments to be constructed on 20% area of the scheme earmarked for Affordable Housing by the Agency as per format attached as Form L.

(2) The Agency will identify allottees of plots on 20% saleable area of the scheme, or the 20% constructed houses and/or apartments earmarked as affordable housing units, once the Sponsor hands them over to the Agency.

12. Advertisement and Marketing

Upon issuance of a formal letter of sanction in Form- F of the scheme, the sponsor shall seek permission from the Director General of the Agency for advertisement including the content of the advertisement. The sponsors cannot start marketing and advertisement of plots/scheme without prior approval from the Director General of the Agency

13. The Building Control and Zoning Regulations

Notwithstanding anything contained in any other law, Rules or Regulations the Agency shall have jurisdiction to implement building control and regulation, of a housing scheme approved by the Agency and controlled area declared by the agency. The Punjab Housing and Town Planning Agency Building and Zoning Regulations in vogue shall be applicable.

For Special Initiatives, the Building and Zoning Regulations developed explicitly will apply.

14. Forms

Forms as referred to in Rule 2(i) of the Rules are attached hereto as:

Form	Description
A	Public Notice (Rule 9)
B	Transfer Deed (Rule 10)
B1	Layout Plan of Scheme
B2	Schedule of the Property
C	Affidavit regarding reserving of minimum 20% saleable area of housing scheme or the 20% Residential Houses/Apartments/Plots under APHS (Rule 3(2)(I))
D	Reserved Plots Deed (as guarantee for development works) (Rule 36)
D1	Scheme Plan showing reserved plots
D2	Schedule of Property
E	Mortgage Deed for Reserved Plots under Affordable Private Housing Scheme (Rule 36)
E1	Layout Plan of Scheme
E2	Schedule of the Property
F	Sanction Of Housing Scheme (Rule 21)
G	Public Notice (Rule 22)
H	Numbering of Plots and Roads (Rule 4)
I	Deed of Redemption (Rule 40)
J	Undertaking For Maintenance and Management of The Housing Scheme
K	Agreement Regarding Affordable Plots Under APHS (Rule 33)
L	Agreement Regarding Affordable Housing Units Under APHS (Rule 33)
M	Provisional Allotment Order
N	Affidavit regarding correctness of documents
P	Affidavit regarding no dispute/litigation

CHAPTER III SPECIAL INITIATIVES

15. PRELIMINARY Subject to rule 5 (2) of the Rules, following may apply for housing schemes/residential complexes/housing project falling under special initiatives of affordable housing, processed, financed and/or supported by the foreign banks, international donors and other similar entities.

(1) To be eligible as special initiative, schemes/residential complexes/housing projects shall meet all the requirements stated hereunder or elsewhere.

(2) The minimum area for residential complexes under special initiatives shall be 25 Kanal. Further smaller parcels at well-located sites shall be deemed as housing project and shall be exempted from the minimum area requirement, subject to BOTH

(a) Scoring a minimum 60% in Locational Assessment; AND

(b) Having a minimum 50% apartments as a share of residential land use area.

16. Goal of Special Initiatives

(1) The primary goal of such initiatives is to enhance the inclusion, liveability, sustainability, resilience, and safety in the housing schemes, residential complexes, and housing projects under special initiatives:

(a) Inclusion to promote cost-efficient but conducive to future upgrading infrastructure networks and subdivisions in support of a diverse mix of housing solutions at various price points responding to different segments of demand (e.g., varied needs, preferences, affordability, etc.) amongst the target group/s.

(b) Liveability to prioritize locations per Location Criteria with good access/connectivity to urban social and economic opportunities (e.g., education, health, employment) and adequate access to basic services, social amenities, and public spaces including green areas. Ensuring access to good locations without pricing out the target group/s will require higher land-use efficiency, including higher density, and mixed use (infrastructure and housing developments).

(c) Sustainability to protect the environment, through green planning and buildings with low-carbon materials, natural ventilation, illumination, energy-efficient construction (e.g., cool roofs, or passive cooling, and), cost-effective renewable energy (e.g., roof-top solar panels, or solar-powered streetlighting), water-saving measures (e.g., rainwater harvesting), waste reduction, and circular economy practices, as well as urban layouts and infrastructure in support of non-motorized transportation (NMT) and mobility, such as cycling and walking.

(d) Resilience to ensure compliance with disaster-resistant standards, evacuation planning, climate-responsive designs, and nature-based solutions (e.g., for stormwater retention and urban cooling), energy optimization, infrastructure investment, smart city implementation, and redundancy prioritization for disaster preparedness.

(e) Safety to provide safe places for all, including people with special needs, children, the elderly, and women, upholding emergency service access

even when other standards are reduced, enhancing road safety (especially for pedestrians and cyclists), and providing streetlights and planning for police, fire, and health services (e.g., police post).

- (2) Proposals will however need to be carefully balanced to ensure that the efforts to enhance liveability, safety, sustainability, resilience, and/or safety do not render the housing solution unaffordable to the target group/s. Additional non-binding guidelines for special initiatives are included for the consideration.

17. Planning Standards

- (1) For Special Initiatives, the following planning standards shall apply:

Sr. No.	Land use	Distribution (% of site)	Subcategory (Hierarchy level)	Minimum Width (Feet)
a)	Roads & infrastructure	Maximum 25%	Primary	- For area ≤ 300 Kanal: Min. 60', - For area ≤ 500 Kanal: Min. 80', - For area ≥ 500 Kanal: Min. 100'
			Secondary, if any	60'
			Local distributor, if any	40'
			Local street, if any	20'
			Lanes (NMT), if any	10'
			Galis (pedestrian), if any	6.5'
		NB: safety requirements apply to narrow roads, as per clause 17(2).		
Sr. No.	Land use	Distribution (land use share)		
b)	Public open spaces	Minimum 7%; see clause 17(3).		
c)	Social amenities	Minimum 6%; see clause 17(4).		
d)	Graveyard	Minimum 1%; see clause 17(5).		
e)	Commercial	Maximum 10%; see clause 17(6).		
f)	SWM	- Min 10 Marla for scheme up to 500 Kanal and additional 10 Marla for every additional 500 Kanal - Min 5 Marla for residential complex of 20 Kanal to 100 Kanal - Min 3 Marla for housing project of less than 25 Kanal		

- (2) Regarding roads:

- (a) Any roads proposed in super-ordinated plans, such as master plan, outline development plan, structure plan, or other allied plans, shall be accommodated.
- (b) Other than roads mentioned in 17 (2)(a), it shall be at the sole discretion of the sponsor/developer to plan the road network and determine

the hierarchy of roads following the table in 17(1), subject to meeting the following:

- i) The following height restrictions shall apply to ensure access via a ladder, unless the competent authority permits higher development, or alternative safety measures are provided:
 - A. The maximum building height for plots abutting roads having right of way less than 25 ft and greater than 10ft, shall not exceed G+2.
 - B. The maximum building height for plots abutting roads having right of way less than or equal to 10 ft, shall not exceed G+1.
- ii) The maximum distance of each plot abutting on right of way less than 20 ft shall not be more than 160 ft from (a) a street having right of way equal to or more than 20 ft or (b) a fire hydrant.
- iii) Lanes and Galis, albeit typically open to the sky, shall be wide enough to qualify as egress routes, with sufficient capacity to serve the cumulative load of adjacent properties, as per Chapter 10 'Means of Egress' in the Building Code of Pakistan's Fire Safety Provisions.

(3) Regarding public open spaces:

- (a) May include parks, squares, linear parks, green recreational areas, and playgrounds.
- (b) Blue infrastructure (e.g., ponds or canals) shall be considered as open spaces and be counted against the area requirement, subject to a maximum of one percentage point (1%).
- (c) At least one quarter of open spaces should be vegetated space (i.e., with plants or with an overhead vegetated canopy).
- (d) The minimum requirement of open spaces shall be reduced to 4% if roads are developed with integrated green-blue networks meeting the following requirements:
 - i) Roads of 60' and wider shall have at least two (2) continuous tree lines with planted swales, and occasional recreational furniture (e.g., benches).
 - ii) Streets of 30' and wider shall have at least one (1) continuous tree line and planted swale, and occasional recreational furniture.
 - iii) Smaller roads should accommodate green-blue-social community squares with tree(s), planted swale(s), and recreational furniture, e.g., by occasional road widening or by locating squares on corners.
- (e) Open areas of social amenities may be flexibly allocated to contribute to meeting either the open space or the social amenity land use requirement, but not be double-counted. If so, to facilitate accounting, the plot shall be subdivided, and the portion with open space shall count towards open spaces,

and the other one towards amenities. (For example, a playground related to a school, may be provided on a separate plot adjacent to the school, and outside of school hours it can be used as a playground by the public; this playground may be counted towards amenities or towards open space, as the sponsor deems fit.)

(4) Regarding social amenities, it may include:

(a) Education facilities such as primary school, kindergarten, or day-care;

(b) Health facilities such as dispensary, clinic, hospital;

(c) Social, cultural and recreational facilities such as community centre, society office, library, gym;

(d) Religious facilities such as worship place, mosque;

(g) The minimum may be reduced to 4% if the proposal shows that existing amenities in adjacent areas (within maximum 1,000m unobstructed walking distance from all residential plots/subdivisions of the proposed scheme) have sufficient capacity to absorb the scheme's additional population.

(5) Regarding graveyard:

(a) a graveyard or part thereof may be provided off-site (where land may be available at lower cost), subject to the graveyard's entrance being located within 5,000m unobstructed walking distance from any residential plot/subdivision of the proposed scheme.

(6) Regarding commercial, it may include:

(a) Main commercial centre, shopping area, offices (that are not mixed-use buildings as defined under residential).

(b) The maximum commercial land use share shall be increased in exchange for providing affordable housing above the latter's minimum requirement: for every one percentage point (1%) increase above the minimum area for affordable housing as per clause 17 (6) (c) below, the share of commercial area may be increased by one percentage point (1%) above the limit given in 17 (1) (e), to a maximum of 30%.

(6) Regarding residential:

(a) the following sub-uses are to be categorized as residential: housing, including mixed-use buildings with at least as many residential as commercial floors.

(b) The quantity of affordable housing in a housing scheme shall be at least 20% of the residential area or built residential units reserved for affordable housing.

(c) The following shall be deemed affordable housing units:

- i) Affordable housing units as per PHATA APHS Rules 2020 revised in 2024, with or without incremental design.
- ii) Apartments with carpet area of 600 sq. ft. or less.
- iii) Expandable starter core homes with initial carpet area of 300 sq. ft. or less that come with approved planning documents for initial state and a complete model (not precluding the option of prospective owners to expand the starter home in a different way, individual planning approvals provided).
- iv) Any combination (mix) of the former categories. If so, the sum of all affordable housing solutions (affordable homes, affordable apartments, and starter core homes) shall satisfy the required quantity of affordable as above.

(7) Regarding other requirements:

- (a) Basic services, such as grid station, water filtration plant, shall be provided as may be required;
- (b) Additional amenities, such as post office, police station, as may be required.
- (c) For solid waste management, the following shall be provided:
 - i) Minimum 3 marla plot for residential complexes of less than 25 kanals.
 - ii) Minimum 5 marla plot for residential complexes of 25 kanals to less than 100 kanals.
 - iii) Minimum 10 marla plot for a scheme of up to 500 kanal, and additional 10 marla plot for every additional 500 kanals.
- (d) No minimum parking shall be required for residential; the quantity shall be determined by the sponsor alone. The parking quantity for commercial shall be provided as per the Rules, while the location may be flexible (i.e., permissible at the front, side or back of the commercial plot, or on another area reserved for parking within walking distance of 400m).

18. Building Control and Zoning Regulations

For Special Initiatives, the Building and Zoning Regulations developed shall be applicable.

19. Procedural provisions, redressal, and grievance mechanism

- (1) For special initiatives, the Agency shall process, and approve or reject, any sponsor applications using the criteria, procedures and systems specifically developed and approved for these initiatives, in addition to adhering to APHS rules. This process shall be recorded in PHATA's Program Management Information System (PMIS) where scheme sponsors can track the approval status of their respective applications.

- (2) Incentives under special initiatives shall only be provided in accordance with the approved criteria and procedures.
- (3) If a proposal is rejected for not meeting the binding requirements made under the Planning Standards for special initiatives, the Agency shall, in writing, notify the scheme sponsor of the specific reasons. The Agency shall provide guiding advice on how to meet any requirement without incurring undue cost. Any such notice shall be recorded in the PMIS.
- (4) If a sponsor disputes any reason stated in the written notice, the sponsor can request a meeting with the Agency to amicably settle the dispute within 2 weeks.
- (5) If the dispute cannot be amicably settled by the parties as per the previous sub-clause, the sponsor shall have the right to submit a complaint through the grievance redress mechanism (GRM) established for the special initiatives and the decision through the GRM shall be considered final.

20. Non-binding design guidelines

- (1) For special initiatives, non-binding guidelines for roads and services are attached as *Guidelines 1*.
- (2) For special initiatives, general non-binding design guidelines are attached as *Guidelines 2*.

CHAPTER IV MISCELLANEOUS

21. Fee for Transfer of Housing Scheme: A sponsor shall deposit the fee for transfer of housing scheme @5000 Rs. Per Kanal Under Rule 29(1)(d) of the Rules.

22. Action against Violations: The Agency may take any action against a sponsor in case of violation of any provision of rules as mentioned below:

- i. Deputy Commissioner concerned, on request of Deputy Director of PHATA Sub Region concerned, shall impose ban on sale and purchase of plots in un-approved schemes or on violation of conditions of rules or regulations.
- ii. An Agency responsible for provision of utility services such as Sui Gas, Electricity, Water Supply, Street Light, Sewerage and Solid Waste Management shall not provide its services in un-approved schemes on request of Deputy Director of PHATA Sub-Region concerned.

- iii. On start of development work in un-approved scheme, the Agency may without prior notice suspend work, seal the premises and demolish developed structure or infrastructure.
- iv. In addition to the above, the Agency may take over the development work of the scheme and execute the development work from the sale proceeds of mortgaged plots.
- v. If the cost of development is more than the proceeds as mentioned in sub-regulation 22(iv), the Agency may recover the extra amount from the sponsor as arrears of land revenue.
- vi. If sponsor of a scheme found to be involved in any fraud / scam in sale of plots or extra selling, the Agency may blacklist the sponsor and withdraw approval. Furthermore, criminal case may also be registered against the violators.
- vii. The Agency may, for awareness of general public, issue a public notice in electronic or print media and may also play banners, Pena flexes or electronic screens regarding any violations committed by the sponsor.
- viii. The agency may impose ban on advertisement and marketing of un-approved scheme.
- ix. On violations of Rules and Regulations in housing schemes, the sponsor shall be liable to imprisonment for a term which may extend to three years or fine which may extend to one hundred thousand rupees or with both and where an accused continues the offence despite direction of the Agency for immediate discontinuation, further fine which may extend to five hundred thousand rupees for every day for the period of offence from the date of its commission may be imposed upon the violator
- x. The Agency may also take any other legal action against the un-approved or irregular housing schemes under the provision of Rules, Regulations or Ordinance.

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

**Punjab Housing & Town Planning Agency Affordable Private Housing
Schemes Rules 2020
(Rule 9)**

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 Punjab Housing & Town Planning Agency 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 as a commitment of Punjab Housing & Town Planning Agency for sanction of the scheme.

Name _____ of _____ the _____ officer_

Designation _____

Address _____

Phone No. _____

**Punjab Housing & Town Planning Affordable Private Housing Schemes
Rules
2020
(Rule 10)**

TRANSFER DEED

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

IN FAVOUR OF

Punjab Housing & Town Planning Agency 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 Punjab Housing & Town Planning Agency 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 thereafter called the property:

SR. #	Public Land Use	Kanal	Marla	Sq. Ft	Khasra No.	Khewat No.
1.	Road and parking					
2.	Park/Open Spaces					
3.	Graveyard					
4.	Disposal station and pumping station					
5.	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 _____

**Punjab Housing & Town Planning Agency Private Housing Schemes Rules
2020**

Layout plan of scheme

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

Punjab Housing & Town Planning Agency Private Housing Schemes Rules 2020

Schedule of the property

1. Park and open spaces

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

2. Graveyard

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

3. Other plots

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

4. Total area under roads and parking

Kanal	Marla	Sq. ft.

**Punjab Housing & Town Planning Agency Private Housing Schemes Rules
2020**

Affidavit regarding reserving of Minimum 20% Saleable Residential

Houses/Apartments/Plots under APTS

(On Stamp Paper of Rs. 1000)

This UNDER TAKING made at _____ on the _____ day of _____ in year _____ by (designation) of sponsor company/firm/cooperative society _____ CNIC, No/s. _____ duly authorized agent/officer of the Housing Scheme Located at Mouza _____ hereinafter called the Sponsor;

IN FAVOUR OF

Punjab Housing & Town Planning Agency hereinafter called the "Agency"

WHEREAS the Sponsor is the owner with possession of land measuring _____ kanal _____ marla square feet bearing khasra Nos. _____ in Mouza _____ Tehsil / District _____.

AND WHEREAS Punjab Housing & Town Planning Agency will approve layout plan of housing scheme on land of the Sponsor, who has agreed to reserve percent of saleable residential houses/apartments under Affordable Private Housing Scheme who will hand over built houses/apartments/plots for sale to the general public on terms and conditions to be determined by the Agency.

- i. Reserve price of apartments and houses will be calculated by the Engineer of the agency.
- ii. The Agency will direct the sponsor to allot the plots, houses and apartments through balloting to general public as per criteria laid down by the agency.
- iii. Time period for payment of installments will be _____ years
- iv. All the facilities provided in the housing scheme shall be equally extended to the houses and apartments reserved under Affordable Housing Scheme.
- v. Agency will ensure the habitation of prospective buyers within a year after the possession of house or apartment.

THE SPONSOR

Signed _____
Name _____
CNIC _____
Address _____

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020
(rule 36)**

Reserved Plots DEED described (As guarantee for development works)

THIS DEED OF MORTGAGE is made at _____ this _____ day of _____, between M/s _____ Builders & Developers, a registered firm/company/cooperative society Developer's License No. _____ having its office at _____, through its (Designation) proprietor/Partner/CEO etc, _____, resident of _____ C.N.I.C No. _____ duly authorised, (Hereinafter Called the MORTGAGOR) of the one Part.

AND

Punjab Housing & Town-Planning Agency, the Agency under the Punjab Housing & Town-Planning Agency Ordinance 2002 (Ordinance LXXVIII of 2002), through its _____ having its office at _____ (hereinafter called the "Agency") of the other Part.

WHEREAS the Mortgagor is lawfully seized and possessed of land with developed/undeveloped open plots thereon, more particularly described in the schedules hereto (hereinafter called the said properties) Mortgagor having acquired the same through sale Deed/General Power of Attorney registered vide No. _____ book No.1 page No. _____ to _____, _____, dated _____, executed in its favour by _____.

AND WHEREAS the Mortgagor intends to launch a low-cost housing residential cum commercial project on the said land and has applied for the same with the Agency.

AND WHEREAS the Mortgagor as per of Punjab Housing & Town-Planning Agency (Affordable Private Housing Schemes Rules) 2020, is legally bound to mortgage 20% of the Affordable Housing plots out of the said land in favour of the Agency.

AND WHEREAS the Mortgagor has agreed to mortgage the said plots with the Agency.

NOW THIS DEED OF MORTGAGE WITNESSETH.

1. In consideration of aforesaid the Mortgagor hereby mortgages the plots unto the Agency as security for completion of development works in the project.

2. That the plots are free from all claims, liens, encumbrances and charges of what so ever nature and the Mortgager shall not in any way allow or permit anything to be done in respect of the plots so as to make its right there in liable to be extinguished or in any way impaired and shall keep the plots free all charges and encumbrances of what so sever nature.
3. In case of mortgaged plots as guarantee of development works, 50% of the mortgaged plots will be released after the completion of houses/apartments under Affordable Private Housing Scheme (APHS). The remaining 50% mortgaged plots will be released based upon the following weightage of completion of development works:
 - (a) Water Supply, Sewerage and Drainage: 25%
 - (b) Road works: 25%
 - (c) Electricity and Street lights: 25% (30%)
 - (d) Sui Gas or in case not available, a certificate from the SNGPL Department about non availability for the scheme: 10% (5%)
 - (e) Horticulture works: 10%
 - (f) Solid Waste Management system: 05%
4. In case of mortgaged plots as guarantee of development works, the Agency shall release the mortgage plots in proportionate to development works after:
 - (a) Obtaining reports of works from the Director of the PHATA Region concerned about the quantum of the completed works under the approved design and specification.
 - (b) in case of Electricity and Sui Gas obtaining report of payment of electricity and sui gas charges from the concerned agencies.
5. In case of mortgaged plots as guarantee of development works, the release of mortgage plots shall be as follows: -
 - (a) on completion of twenty-five percent of the development works, up to twenty-four percent of the mortgage plots shall be released;
 - (b) further mortgage plots shall be released in proportion to every stage of ten percent completion of works;
 - (c) four percent of mortgaged plots shall be attached with the management and maintenance of the housing scheme; and
 - (d) after completion of development works, (on submission of a written request for the maintenance of housing scheme by the sponsor or) upon handing over the housing scheme to the association of the residents of the housing scheme or Agency, the remaining four percent plots shall be released.

6. Notwithstanding anything contained in this Deed, the following conditions shall also apply:
- (a) an application shall not be accepted for release of mortgaged plots, if the Mortgager fails to execute mortgage or transfer deeds; and
 - (b) if the mortgage or transfer deeds have been executed, applications from individual allottee, along with recommendations of the Mortgager, may be accepted.
7. In case of release mortgaged of plots as guarantee to sell houses/apartments under **APHS** (Affordable Private Housing Scheme Program), the plots will be released as and when houses/apartments are sold on reserved price.
8. In case of any default by the Mortgager of its obligations in respect of the development of the project, the Agency besides any other action, may take over the development works of the scheme and execute the development works from the sale proceeds of mortgaged plots.
9. The Mortgager shall not market or sell any mortgaged plot unless it is redeemed by the Agency and the plots are released by executing a Redemption Deed.

IN WITNESSESS: WHEREOF the Mortgage above said named has signed thus Deed on the day, month and years forest above the mentioned.

Mortgagor:

Signature _____
Name _____

Punjab Housing & Town-Planning Agency:

Signature _____
Name _____

WITNESSES:

Signature _____
Name _____

Signature _____
Name _____

SCHEME PLAN SHOWING RESERVED PLOTS

SCHEDULE OF PROPERTY

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

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020
(Rule 36)**

Mortgage Deed for Reserved Plots under Affordable Private Housing Scheme

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 Punjab Housing & Town Planning Agency 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 percent of the saleable area of the said scheme in favour of Punjab Housing & Town Planning Agency for the purpose of reserving and selling the houses/apartments under Affordable Private Housing Scheme
NOW this deed witnesses as follows:

- 1) As a security for reserving and selling the houses/apartments under the umbrella of Affordable Private Housing Scheme Program, the mortgagor hereby grants, assures, demises and mortgages to Punjab Housing & Town Planning Agency following plots.

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

Apartment No.	Block	Dimension	Area		
Total Area					

The mortgaged plots and apartments are also shown in green color on the scheme plan at annex E1.

- 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 construct houses and apartments on these plots and sell to the general public on the reserved price notified by the agency.
- 4) The Punjab Housing & Town Planning Agency shall release these mortgaged plots, in proportion to the houses and apartments allotted to general public as per the criteria of the Agency.
- 5) The sponsor can market the mortgaged plots; however, the plots will only be allotted as per criteria laid down by the agency.
- 6) The mortgagor hereby covenants with the Punjab Housing & Town Planning Agency and guarantees that he/she:
 - i) shall from time to time and all times hereafter comply with all rules, regulations and byelaws framed by the Punjab Housing & Town Planning Agency under the respective laws.
 - ii) has exclusive and absolute ownership of the mortgaged property in which no one else has any claim, concern, right or interest of whatsoever nature.
 - iii) has a legal right, full power, absolute authority to mortgage such property by way of such mortgage deed.

- iv) 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.
 - v) hereby declares that the property offered 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 Punjab Housing & Town Planning Agency.
 - vi) 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 Punjab Housing & Town Planning Agency secured harmless and indemnified against all losses and damages caused to be suffered or sustained by the Punjab Housing & Town Planning Agency 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.
- 7) In case the mortgagor fails to construct the houses and apartments within the prescribed period, the Punjab Housing & Town Planning Agency 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 Punjab Housing & Town Planning Agency shall think fit and proper, without the bid and intervention of a court of law and without prejudice to the Punjab Housing & Town Planning Agency'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.
- 8) 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 _____
CNIC _____
Address _____

WITNESS 1

Signed _____
Name _____
CNIC _____
Address _____

WITNESS 2

Signed _____
Name _____
CNIC _____
Address _____

LAYOUT PLAN OF SCHEME

(approved Layout Plan of the scheme showing reserved plots under APHS)

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020**

Schedule of the Property

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

**Punjab Housing & Town Planning Agency Private Housing Schemes Rules
2020
(rule 21)**

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 approved by Governing Body of PHATA in its meeting held on ----- .Upon fulfilment of all codal formalities and on the recommendation of concerned Director Region scheme has been sanctioned.

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 Punjab Housing & Town Planning Agency 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 Punjab Housing & Town Planning Agency as per Transfer Deed.
17. You will construct the houses/apartments on the land reserved for Affordable Private Housing Scheme Program within the stipulated time
18. The advertisement and publicity material shall include:
 - i. NOC from Punjab Housing & Town Planning Agency;
 - ii. Total area and location;
 - iii. Total number of residential and commercial plots of various sizes;
 - iv. detail of mortgaged plots.
 - v. Details of plots reserved for Affordable Housing
 - vi. Period for completion of development works.
 - vii. Method of allocation of plot numbers
 - viii. Other details
19. Sale or commitment of plots over and above the total number of plots provided in the approved housing scheme is not allowed.
20. Sale or commitment of mortgaged plots is not allowed before their redemption.
21. Full contents of this letter shall be given in the publicity brochure prepared for the sale of plots.
22. You shall include all the general terms and conditions under the Punjab Housing & Town Planning Agency Private Housing Schemes Rules Punjab Housing & Town Planning Agency in your application forms.
23. You will get the NOC from Environmental Protection Agency within 6 months of the days of issuance of this Sanction Letter.

24. All building plans will be approved by the Deputy Director of concerned Sub-Region as per prevailing PHATA building and zoning regulations.

25. 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_____

**Punjab Housing & Town Planning Agency Private Housing Schemes Rules
2020
(Rule 22)**

PUBLIC NOTICE

(Name and location of the scheme)

The public is hereby informed through this notice that M/s (Name and Address of the sponsor) has applied to Punjab Housing & Town Planning Agency for sanction of the housing scheme named (name of housing 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.

Punjab Housing & Town Planning Agency has sanctioned this housing scheme.

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

Residential	Size of Plots	No. of Plots
Commercial		
Others		

Detail of various Plots/apartments reserved for Affordable Private Housing Scheme Program provided in the housing scheme is as follows:

Residential	Size of Plots	No. of Plots
Apartments		

The public is hereby informed through this notice that the following plots in the housing scheme have been mortgaged with the Punjab Housing & Town Planning 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 sponsor of the housing scheme to provide and complete the development work. The sponsor cannot sell or transfer these

plots until these are redeemed after due completion of the development works. List of mortgaged plots is as follows;

Plot Number	Block	Dimension	Area			Use
			Kanal	Marla	Sq.ft.	
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. _____

**Punjab Housing & Town Planning Agency Private Housing Schemes Rules
2020
(rule 4)**

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.

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules**

2020

(rule 40)

**Deed of Redemption or Reconveyance of Mortgaged Plots by the
Agency/Mortgagee in favour of the Sponsor/Mortgagor**

Form K

THIS DEED is made the..... day of..... 20 between M/s..... Builders & Developers, a registered firm/company/cooperative society Developer's License No. having its office at, through its authorized..... (Designation) proprietor/Partner/CEO/Director....., resident of..... C.N.I.C No. (Hereinafter Called the MORTGAGOR/SPONSOR) of the one Part.

AND

Punjab Housing & Town-Planning Agency, the Agency under the Punjab Housing & Town-Planning Agency Ordinance 2002 (Ordinance LXXVIII of 2002), through its having its office at (hereinafter called the "Agency") of the other Part.

WHEREAS by a mortgage deed dated..... the plots mentioned in that deed were mortgaged by Mortgagor/Sponsor in favour of the Agency in lieu of the terms and conditions stated therein.

NOW THIS DEED OF REDEMPTION/RECONVEYANCE WITNESSE: That in consideration of obligations secured by the said mortgage deed have been **fully/ partially** complied with by the Mortgagor/Sponsor, the Agency as mortgagee hereby redeems or reconveys unto the Mortgagor/Sponsor the plot (as stated in the Schedule hereto) **total/partial area** comprised in the said mortgage deed to hold the same upto and to the use of the Mortgagor/Sponsor as absolute owner discharged from claims and demands under the aforesaid mortgage deed.

Mortgagor/Sponsor:

Signature

Name

Punjab Housing & Town-Planning Agency:

Signature

Name

WITNESSES:

Signature

Name_____

Signature_____

Name_____

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020**

**UNDERTAKING FOR MAINTENANCE AND MANAGEMENT OF THE HOUSING
SCHEME**

This UNDERTAKING made at _____ on the _____ day of _____ in year _____ by sponsor's duly authorized representative _____ I.D. Card No/s. _____ of the Housing Scheme Located at Mouza _____ hereinafter called the Sponsor;

IN FAVOUR OF Punjab Housing & Town Planning Agency hereinafter called the "Agency"

WHEREAS the Sponsor is owner with possession of land measuring _____ kanal _____ marla _____ square feet bearing khasra Nos. _____ in Mouza _____ Tehsil / District _____.

The sponsor hereby states that once the development works are completed and plots/housing units/apartments are handed over to allottees, the sponsor shall remain responsible for the management and maintenance of the housing scheme.

Sponsor	_____
Signed	_____
Name	_____
CNIC	_____
Address	_____

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020**

AGREEMENT REGARDING AFFORDABLE PLOTS UNDER APHS

This **AGREEMENT** made at _____ on the _____ day of _____ 2024

Name & Address of Sponsor hereinafter called the party of **FIRST PART**

AND

Punjab Housing & Town Planning Agency through its **Director**, Punjab Housing & Town Planning Agency **PHATA Region Concerned** hereinafter called the party of **THE SECOND PART**

THE Sponsor of Affordable Private Housing Scheme Name and **Punjab Housing & Town Planning Agency**, where the context so admits shall hereinafter be collectively referred to as the “parties” and individually as the party of first part and party of the second part, respectively.

WHEREAS, party of the second part intends to get affordable serviced plots offered for low-income people reserved under PHATA Affordable Private Housing Schemes Rules, 2020 and party of the first part has all the requisite facilities to undertake handing over/allotment of these serviced plots.

WHEREAS the parties have mutually entered into agreement as per following terms and conditions: -

1. The Director PHATA Region concerned on behalf of Agency shall advertise allotment of 20% reserved residential/saleable area in-shape of upto 5-Marla Plots (as reflected in approved Layout Plan) in three leading National ABC certified newspapers (two Urdu & one English).
2. The applications will be received by the PHATA Sub Region Concerned soon after the fixation of affordable price as fixed by the price fixation Committee constituted by the Governing Body of PHATA.
3. The Deputy Director PHATA Sub Region Concerned will scrutinize the applications and Director PHATA Region Concerned will conduct balloting through PITB.
4. After balloting, successful applicants will receive formal allotment letter from Deputy Director PHATA Sub Region Concerned for further process of allotment as per terms and conditions/rules/policy.
5. There should be strict adherence to the Price of the Serviced Plots as fixed by the Price Fixation Committee constituted by the Governing Body of PHATA.

6. The Sponsor shall start development of affordable plots within three months of the final approval of the scheme or from the date of balloting whichever is later. In case Sponsor do not start development works on 20% of the area reserved under AHP, the work (on 80% of the Sponsor area) to be stopped after completion of 50% works (as per clause 37 (b) of PHATA APHS Rules 2020).
7. The Sponsor shall provide monthly progress regarding development works in reserved area as well as development of complete scheme alongwith all testing reports from competent laboratories to concerned Director PHATA through formal letter with complete detail.
8. The Sponsor will be liable to substantially complete the development in affordable housing plots allotted units within a period of one year from the time of commencement.
9. The total cost of the housing units and the mode of payment and other terms and conditions will be as under: -
 - (a) Each applicant shall deposit Rs.250/- as processing fee(non-refundable), CDR of Rs.10,000/- as earnest money alongwith the application for allotment of housing unit to Deputy Director PHATA Sub Region Rawalpindi.
 - (b) The CDR of earnest money deposited by unsuccessful applicants will be refundable, within 30 days.
 - (c) After balloting, verification of particulars of successful applicants will be done and allotment letters will be issued within one month from the date of balloting and then allottee shall deposit 10% down payment within 60 days after the issuance of allotment letter. Remaining cost of the housing unit will be recoverable in equal monthly installments in maximum 15-years.
 - (d) Installments fee of 20% housing units allotted through the Agency will be directly paid on the challan to the Sponsor.
 - (e) In case of failure by the applicant to deposit 10% down payment within 60 days from the date of issuance of allotment letter, the allotment of housing unit shall stand cancelled automatically and the already deposited money whatsoever, shall stand forfeited.
 - (f) The possession of the housing unit will be handed over to the allottee on completion of housing unit.
 - (g) The Sponsor shall be responsible for maintenance of housing units for the period of three years after delivery of possession of housing units to the prospective allottee.

- (h) The Sponsor shall recover operation and maintenance charges of external development from the allottee as determined from time to time by the Sponsor.
- (i) The prospective allottee of 20% housing units will neither assign nor transfer the housing units until a period of three years and payment of all Government dues/ installments from the delivery of possession of respective housing unit.
- (j) That after 3 years, if any sale purchase takes place, it will be administered/controlled by the Agency.
- (k) The Sponsor shall have right to initiate legal proceedings for cancellation of allotment in case of violation of by-laws to Director PHATA Region Rawalpindi.
- (l) If any dispute or difference arise between the Sponsor and Agency with regard to any matter arising out of or in relation to this agreement, the dispute shall be referred to the Governing Body of PHATA within 15 days from the date of dispute and the decision of the Governing Body of PHATA shall be final and binding upon both the parties.
- (m) The transfer fee/ taxes of housing units including charges of all utility connections etc. shall be borne by the prospective purchaser/allottee.
- (n) The title of the housing unit shall be transferred in favour of the allottee/nominee by the Agency after clearance of all tax/dues/liabilities.
- (o) Latest PHATA Building & Zoning Regulations will be followed for the construction (residential, commercial, utilities etc) in complete scheme and all present rules/regulations and amendments made by the government from time to time in Affordable Private Housing Schemes Rules will be binding upon the sponsor/owner.
- (p) All maps of complete scheme will finally approved by PHATA and building control on complete scheme will also be domain of PHATA.
- (q) In case of cancellation of property due to the non-payment of installments of the price of property, the Sponsor shall give fifteen days' notice to the allottee before cancellation of allotment.
- (r) In case of cancellation due to default of the allottee, 10% of the price of the property shall be deducted and the balance amount shall be refunded within three months of cancellation of allotment by Sponsor.

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

FIRST PART

SECOND PART

.....
CNIC#

.....
Punjab Housing & Town Planning
Agency (PHATA)

WITNESS #1

WITNESS #2

S/o _____
CNIC _____

S/o _____
CNIC _____

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020**

AGREEMENT REGARDING AFFORDABLE HOUSING UNITS UNDER APHS

This **AGREEMENT** made at _____ on the _____ day of January 2024

By _____ son of _____, Chief Executive Officer **Affordable Private Housing Scheme** namely “_____” Mouza _____ hereinafter called the party of **FIRST PART**

AND

Punjab Housing & Town Planning Agency through its Director, Punjab Housing & Town Planning Agency PHATA Region hereinafter called the party of **THE SECOND PART**

THE Sponsor of _____ and Punjab Housing & Town Planning Agency, where the context so admits shall hereinafter be collectively referred to as the “parties” and individually as the party of first part and party of the second part, respectively.

WHEREAS, party of the second part intends to get affordable housing units build for low-income persons reserved under PHATA Affordable Private Housing Schemes Rules, 2020 and party of the first part has all the requisite facilities to undertake construction of these housing units.

WHEREAS the parties have mutually entered into agreement as per following terms and conditions: -

- 10.** The Agency shall advertise allotment of 20% reserved residential area in-shape of upto 5-Marla housing units (reflected as per approved Layout Plan) in three leading National ABC certified newspapers (two Urdu & one English).
- 11.** The applications will be received by the PHATA Sub Region Rawalpindi soon after the fixation of affordable price as fixed by the price fixation Committee constituted by the Governing Body of PHATA.
- 12.** The PHATA Sub Region Rawalpindi will scrutinize the applications and Director PHATA Region Rawalpindi will conduct balloting through PITB.

13. After balloting, successful applicants will receive formal allotment letter from Deputy Director PHATA Sub Region Rawalpindi for further process of allotment as per terms and conditions/rules/policy.
14. There should be Strict adherence to the Price of the Housing Units as fixed by the Price Fixation Committee constituted by the Governing Body of PHATA.
15. The Sponsor shall start construction of Housing Units within three months of the final approval of the scheme or house design or from the date of balloting whichever is later. In case Sponsor do not start construction works on 20% of the area under APHS, the work (on 80% of the Sponsor area) to be stopped after completion of 50% works (as per clause 37 of PHATA APHS Rules 2020).
16. The Sponsor shall provide monthly progress regarding construction of housing units as well as development of complete scheme alongwith all testing reports from competent Laboratories to concerned Director PHATA through formal letter with complete detail.
17. The Sponsor will be liable to substantially complete the allotted units within a period of one year from the time of commencement.
18. The total cost of the housing units and the mode of payment and other terms and conditions will be as under: -
 - (s) Each applicant shall deposit Rs.250/- as processing fee(non-refundable), CDR of Rs.10,000/- as earnest money alongwith the application for allotment of housing unit to Deputy Director PHATA Sub Region Rawalpindi.
 - (t) The CDR of earnest money deposited by unsuccessful applicants will be refundable, within 30 days.
 - (u) After balloting, verification of particulars of successful applicants will be done and allotment letters will be issued within one month from the date of balloting and then allottee shall deposit 10% down payment within 60 days after the issuance of allotment letter. Remaining cost of the housing unit will be recoverable in equal monthly installments in maximum fifteen years.
 - (v) Installments fee of 20% housing units allotted through the Agency will be directly paid on the challan to the Sponsor.
 - (w) In case of failure by the applicant to deposit 10% down payment within 60 days from the date of issuance of allotment letter, the

allotment of housing unit shall stand cancelled automatically and the already deposited money whatsoever, shall stand forfeited.

- (x)** The possession of the housing unit will be handed over to the allottee on completion of housing unit.
- (y)** The Sponsor shall be responsible for maintenance of housing units for the period of three years after delivery of possession of housing units to the prospective allottee.
- (z)** The Sponsor shall recover operation and maintenance charges of external development from the allottee as determined from time to time by the Sponsor.
- (aa)** The prospective allottee of 20% housing units will neither assign nor transfer the housing units until a period of three years and payment of all Government dues/ installments from the delivery of possession of respective housing unit.
- (bb)** That after 3 years, if any sale purchase takes place, it will be administered/controlled by the Agency.
- (cc)** The Sponsor shall have right to initiate legal proceedings for cancellation of allotment in case of violation of by-laws to Director PHATA Region Rawalpindi.
- (dd)** If any dispute or difference arise between the Sponsor and Agency with regard to any matter arising out of or in relation to this agreement, the dispute shall be referred to the Governing Body of PHATA within 15 days from the date of dispute and the decision of the Governing Body of PHATA shall be final and binding upon both the parties.
- (ee)** The transfer fee/ taxes of housing units including charges of all utility connections etc. shall be borne by the prospective purchaser/allottee.
- (ff)** The title of the housing unit shall be transferred in favour of the allottee/nominee by the Agency after clearance of all tax/dues/liabilities.
- (gg)** Latest PHATA Building & Zoning Regulations will be followed for the construction (residential, commercial, utilities etc) in complete scheme and all present rules/regulations and amendments made by the government from time to time in Affordable Private Housing Schemes Rules will be binding upon the sponsor/owner.
- (hh)** All maps of complete scheme will finally approved by PHATA and building control on complete scheme will also be domain of PHATA.

- (ii) In case of cancellation of property due to the non-payment of installments of the price of property, the Sponsor shall give fifteen days' notice to the allottee before cancellation of allotment.
- (jj) In case of cancellation due to default of the allottee, 10% of the price of the property shall be deducted and the balance amount shall be refunded within three months of cancellation of allotment by Sponsor.

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

FIRST PART

SECOND PART

.....
CNIC#

.....
Punjab Housing & Town Planning
Agency (PHATA)

WITNESS #1

WITNESS #2

S/o _____
CNIC _____

S/o _____
CNIC _____

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020**

**PROVISIONAL ALLOTMENT LETTER OF AFFORDABLE HOUSE/PLOT IN
PHATA AFFORDABLE PRIVATE HOUSING SCHEME**

NO. _____

Date: _____

QUOTA: General Public

To

Name: _____ S/W/D/o _____

CNIC #: _____

Address: _____

Contact No.: _____

1. An Affordable House/Plot described in the **SCHEDULE** below is hereby allotted to you out of 20% quota of Affordable Housing in PHATA Affordable Private Housing Schemes. The provisional price of the Affordable House/Plot and mode of payment is specified in the schedule as mentioned below.

SCHEDULE: -

(i) Name of PHATA Affordable Private Housing Scheme: -

(ii) House/Plot No. (with block No. etc.): - _____

(iii) Category/Size: - _____-Marla

(iv) Approximate area of plot: - _____-Marla

(v) The price of Affordable House/Plot (in figures and words) =Rs.
_____/-

(Rupees _____ Only)

(vii) The price of Affordable House/Plot fixed by the Price Fixation Committee of PHATA and notified by the Director General PHATA HQs Lahore vide Notification No. _____ dated _____.

2. Mode of Payment: –

(i) An amount of Rs.10,000/- received with application shall be treated as earnest money and will be adjusted in the last installment. The Down payment @ 10% of affordable house/plot shall be paid within 60 days from the date of issuance of allotment letter) on the prescribed challan in the Bank Account No. _____ of CEO Affordable Private Housing Scheme concerned. In case of default in down payment, the allotment shall be cancelled by the Director, PHATA Region concerned after show cause notice, observing codal formalities. The remaining 90% cost of the affordable house/plot shall be paid _____ (as per agreement between PHATA and sponsor of the Affordable Private Housing Scheme concerned in any case it shall not be less than 20 equal installments on quarterly basis from the date of issuance of allotment letter) as per schedule annexed in the Bank Account No. _____ of CEO Affordable Private Housing Scheme _____.

(ii) No interest shall be charged if installments are paid within time.

3. This allotment is subject to the following conditions: -

CONDITIONS OF ALLOTMENT

(1) The allottee shall pay the price in accordance with the provision of the schedule.

- (2) In case any installment is not paid on the due date before and after taking possession of house/plot, the allottee shall pay penal interest at the rate of 10% of the installment for first fifteen days, 15% for whole month and if he continues to default for duration of three months, the Sponsor shall give fifteen days' notice to the allottee before cancellation of allotment.
- (3) The allottee can take possession of affordable house/plot within a period of one year from the date of issuance of this allotment letter.
- (4) This allotment is non transferrable except legal heirs of the allottee.
- (5) The allottee is not allowed to change the structure of the house/plot.
- (6) In case the allottee commits any breach of condition or if it is subsequently discovered that the allotment of affordable house/plot has been obtained by the allottee on giving false information in his application for allotment or through fraud or mis-representation, the allotment shall be liable to cancellation observing codal formalities after issuance of 15-days show cause notice by the PHATA through its authorized officer and the Government acting through the authorized officer, shall have the right to forfeit the whole or any part of the payment so far made by the allottee and to resume the affordable house without paying any compensation what so ever and without prejudice to the right of the Government to enforce any legal liability arising out of the default.
- (7) The proprietary rights in the land comprising the affordable house/plot shall be transferred to the allottee only after he had paid the full price of affordable house/plot and has satisfactory complied with the other conditions of allotment and shall be subject to the exception and reservation to Government of all mines, minerals, coal, gold washing, earth oil, and quarries in or under the land, with full rights at all times to enter upon the land or any part thereof and to do all acts and thinks that may be necessary or expedient for the purpose of searching for and working in the mines and quarries, and carrying way any minerals, coal, gold washing or coal oil in or under the land without leaving any vertical or lateral support for the surface or any building for the time being

standing thereon, the Government making reasonable compensation to the allottees for any damage caused, by the exercise of rights reserved.

- (8) The cost and expenses of stamp duty, advance tax, gain tax etc. and registration of the sale deed for the transfer of proprietary rights shall be paid by the allottee as per applicable rules.
- (9) In case the allottee is not satisfied with any of the above terms and conditions of allotment, he / she may approach for dispute resolution to PHATA.
- (10) In case of cancellation due to default of the allottee, 10% of the price of the property shall be deducted and the balance amount shall be refunded within three months of cancellation of allotment by the sponsor.

4. In case the allottee accepts the allotment with the above conditions of allotment he / she is requested to attend the office of the undersigned on any working day and sign on a duplicate copy of this allotment order the Memorandum of Acceptance (appearing at the end of this allotment order) in the presence of two witnesses within **TWO MONTHS** from the date of issuance of Allotment letter.

DEPUTY DIRECTOR
PUNJAB HOUSING &
TOWN
PLANNING AGENCY
SUB REGION

MEMORANDUM OF ACCEPTANCE

I _____ S/W/D/O _____ do hereby accept the allotment of affordable house with the conditions embodied in the allotment order

Signed this day the _____ of

Signature of Vendee

Witnesses:-

1. _____

Name: - _____

CNIC# _____

2. _____

Name: - _____

CNIC# _____

DEPUTY DIRECTOR

**PUNJAB HOUSING & TOWN
PLANNING AGENCY**

SUB REGION

CC

The Chief Executive Officer Affordable Private Housing Scheme _____

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020**

Affidavit Regarding Correctness of Documents

I -----, CNIC No. -----, S/o -----, resident of -----, and authorized representative of -----, I the above-named deponent, do hereby solemnly affirm and declare that:

- i. I am the CEO and authorized representative of the company.
- ii. All the contents of the application along with the provided documents are true and correct to the best of my knowledge and belief.
- iii. Any false/incorrect/inaccurate/missing information/document provided will result in the rejection of application.

Sponsor	
Signed	
Name	
CNIC	
Address	

**Punjab Housing & Town-Planning Agency Affordable Private Housing
Schemes Rules
2020**

Affidavit Regarding no Dispute/Litigation

I -----, CNIC No. -----, S/o -----, resident of -----, and authorized representative of -----, I the above-named deponent, do hereby solemnly affirm and declare that:

- i. The -----Affordable Private Housing Scheme is not disputed / under process/rejected at any other government department/agency.
- ii. No dispute or litigation regarding land is pending at any forum.

Sponsor	
Signed	
Name	
CNIC	
Address	

Guidelines 1: *Non-binding* Guidelines for Roads & Services

- 1) The right of way (min. width given above) *should* allocate sufficient space for alternative mobility (e.g., walking and cycling), green and blue functions (e.g., trees and plants, and swales for water management), and social functions (e.g., recreation and leisure).
 - a. Any road required by super-ordinated plans *shall* comply with the requirements specified in such plans. If feasible, the requirements as per no. 2 *should* be met in addition to the super-ordinated requirements.
 - b. All other roads (not required by super-ordinated plans) *may* be developed according to the following recommended-only specifications that intend to reduce cost, enhance sustainability and resilience, and improve liveability and safety:
 - i. Any road with segregated spaces for motorized vehicles (carriageways) and other modes (e.g., footpath and cycle track) *should* be designed for a maximum speed of 30km/h. (It is deemed prudent to manage speed even if spaces are segregated to improve safety for crossing pedestrians and cyclists, especially for children and the elderly, in addition to other co-benefits such as reduced capital and operation and maintenance costs.) In addition, the cumulative width of the carriage (all lanes for private motorized traffic) *should* be reduced to approximately 40% of the right of way, while the majority (approx.) 60% *should* be allocated to other green-blue-social functions. Where it is not considered feasible to provide the preferred 40:60 split, the cumulative space allocated to the carriageway should be minimized, subject to meeting other requirements (emergency access) and balancing with other Objectives under these Planning Standards.
 - ii. Segregated carriageways *should* be designed to improve the safety of pedestrians and cyclists, especially children and the elderly. The speed *should* be limited through careful design, e.g., by considering the following strategies: selecting an appropriate (typically lower-cost) road surface; limiting the carriageway width to maximum 3.5m (one lane for one-way) or maximum 5.5m (two lanes for two-way); temporarily reducing the carriageway at pedestrian crossings to 3m and 4.5m respectively; providing pedestrian crossings at a maximum distance of 120m, and at all intersections of two or more larger roads (local distributor or higher network level); securing pedestrian crossings with speed bumps and/or constructing them as elevated platforms (with up/down ramps for cars).
 - iii. Dedicated footpaths and cycle tracks *should each* be continuous (uninterrupted) and free of obstructions (to guarantee passage), and *each* at least 1.50-2.00m wide, ideally wider for roads fetching significant pedestrian traffic or where sidewalks double for other functions. Main roads (primary and secondary) *should* have footpaths on both roadsides, other roads *should* have at least one.
 - iv. Dedicated tree and swale lines *should* be continuous (or connected, e.g., by piping), and be at least 1.50-2.00m wide; they *may* also accommodate additional functions compatible with the green-blue network, such as recreational street furniture. Main roads (primary and secondary) *should* have at least two dedicated tree lines and swales

(i.e., one or more on either roadside), other roads *should* have at least one.

- v. Any road with shared spaces (not separating carriageway and footpath) *may* be designed for a reduced maximum speed of 10km/h (accelerated walking speed), e.g., by considering the following measures: selecting an appropriate (typically lower-cost) road surface; reducing the space accessible to motorized traffic permanently, e.g., to 3m (one way) or 4.50m (two way); to reduce the space temporarily, only (e.g., 3m for two-way); and/or meandering the driveway (e.g., by alternating trees/planters on both sides of the road).
- 2) Sponsors *should* consider aligning land uses and plot categories with the road network hierarchy, by placing higher value uses and larger plots on higher level roads with better infrastructure access. For example, locating large commercial plots on main roads with good services so that revenue potential can be exploited. On the other hand, the smallest residential plots may be placed on a pedestrian gali and with the most basic, services, to maximize inclusive access to affordable housing solutions. Finally, a large share of open spaces and amenities may be placed at lower-value locations strategically, to minimize the opportunity cost (relative to placing public uses on higher-value plots that could no longer be sold at higher prices). Finally, the road frontage of open spaces and amenities may be reduced so that the networked services located in the road may be enjoyed by revenue-generating land uses and related servicing costs be recovered from the related revenue.
 - 3) Sponsors *should* consider locating public open spaces and social amenities on a walkable green-blue network, and to allow pedestrian (and possibly cycling) passage over these open spaces and amenities, both in order to create a dense recreational and social network.
 - 4) On-street parking *should* be minimized (e.g., limited to parking for people with special needs), to be able to allocate more space to other functions that meet the defined objectives, by maximizing green, blue, and social functions.
 - a. Where provided, any parking (on-street or off-street) *should not* unduly disturb interactions between public spaces (e.g., sidewalks) and adjacent uses (e.g., commercial / residential frontages).
 - b. The ground parking surface (if any) *should* be permeable.

Schedule 2: General *Non-Binding* Guidelines

Nota bene: this is a tentative list of objectives and strategies (e.g., climate-resilient designs) that sponsors should consider, while the Agency will develop mechanisms to incentivize high-performing projects through additional per-unit disbursement.

Guidelines & Land-use Considerations	
Housing Density	Consider varying housing types (single-family, multi-family), and sizes of plots to accommodate diverse options for affordability.
	Provide multiple housing options/solutions to accommodate diverse needs. (row-houses, low rise apartments/flats, town houses, incremental starter homes)
	Apply appropriate market-based percentage of plot sizes.
Green Spaces	Allocate green areas per resident ratio to curb urban heat island effect.
	Integrate linear green corridors/network alongside larger and smaller roads and corner green spaces.
	Incorporate methods to increase density of trees/vegetation, e.g. introduction of an Urban Forest.
Mixed-Use Development	Encourage mixed-use zones for a vibrant community. i.e. merging Green Open spaces with public spaces / amenities, res/com/amenities
	Corner shops and low-nuisance home-based activities may be permitted in residential mixed use and supporting economic land use zone, with max. 50% floor area dedicated to such non-residential uses.
	Prioritize creating mixed income housing and socio-economically diverse.
	Provide a range of public buildings/amenities to ensure neighbourhoods self-efficiency for the benefit of the community. e.g. educational, community centres, day care, water filtration plant, etc
Walkability	Design pedestrian-friendly neighbourhoods, with extended footpaths/sidewalks in public spaces.
	Consider provision of cycle lanes wherever practical, along with safety median or green verge to segregate traffic.
Safety	Implement safety measures in design and layout to ensure emergency services.
Affordable Design	Reduce the minimum lot (subdivision) size to aid affordability and access to individual plots and starter homes.
	Manage plot (subdivision) size ratios with less frontage and more depth, with a minimum ratio of 1:2 (frontage over depth); no binding maximum ratio shall apply (so that, e.g., a ratio of 1:4 and higher be permitted). Plots (subdivisions) on corners, plots (subdivisions) for more than 4 residential units, and plots (subdivisions) for non-residential land uses shall be exempted from this requirement.
	Incentivize lower ground coverage, while sustaining high densities.
	Consider reduced and appropriate road widths according to road-network hierarchy, e.g. provide galis for pedestrian and emergency vehicle access only.
	Consider reduced and appropriate road lengths according to number of plots in a row.

	<p>Consider utility-efficient designs and durable materials to reduce operation and maintenance costs, and ultimately the cost burden of target populations.</p> <p>(E.g., the experience if EDGE shows that, if green design is considered early in the process, construction costs increase only by some 1 percent, while off-take and developer reputation significantly improve, enhancing profits overall.)</p>
Natural Disaster Planning	Buildings meet regional and national safety standards for earthquakes, floods, etc.
	Establish evacuation routes and emergency shelters.
	Plan for residents' safety in the event of natural disasters.
Climate-Responsive Design	Integrate climate-responsive planning and architecture design.
	Design homes that are energy-efficient and adapt to local climates.
	Consider passive design principles for heating and cooling.
	Optimize energy use through natural climate control.
Infrastructure Resilience	Build robust infrastructure for resilience.
	Invest in durable roads, water supply, and sewage systems, subject to the option of phased development as per Schedule 1.
	Implement smart city technologies for monitoring and response.
	Enhance the efficiency and resilience of urban infrastructure.
	Prioritize infrastructure redundancy and backup systems.
Green Building Standards	Adopt national / international green building codes and certifications.
	Encourage energy-efficient, eco-friendly construction practices.
	Promote sustainable building materials and practices.
	Minimize the environmental impact of construction activities.
Renewable Energy	Incorporate renewable energy options.
	Promote solar panels, wind turbines, or other sustainable sources.
	Explore community-wide renewable energy solutions.
	Foster a collective approach to sustainable energy practices.
Water Conservation	Implement water-saving measures in design.
	Use efficient plumbing fixtures & encourage rainwater harvesting.
	Integrate greywater systems for non-potable water use.
	Optimize water usage and reduce the strain on water resources.
Waste Management	Promote waste reduction and recycling practices.
	Design waste management systems that minimize environmental impact, such as segregation at source to facilitate extraction of recyclables and composting of organic waste.
	Foster a circular economy and reduce landfill dependence.