

PROCEDURE FOR TRANSFER OF PLOT AS GIFT (HIBA)

1. Fazaia Members are allowed to transfer a plot as gift to their bonafide family members {father, mother, son, daughter & sibling (brother & sister)}. Gift deed will be executed between spouses.
2. **Procedure**
 - (a) Donor will submit transfer documents as per para 3 below along with all paid government charges & membership fee for completion of transfer action. **Annexure-I**
 - (b) Transfer documents will be received by Incharge Transfer Section at FHS Tarnol Customer Care Centre (CCC). These documents will be checked by Incharge Transfer Section and counter checked by Asst Dir Transfer & Record.
 - (c) Both Donor and Donee will come to Transfer Office for execution of transfer and both have to appear in person (no exemption in any case), along with original CNICs at the time of transfer for verification, at Fazaia Housing Scheme, Tarnol.
 - (d) Incharge Transfer Section will endorse / receive the documents & issue provisional transfer letter to Donee.
 - (e) Donee will bring the provisional transfer letter & original CNIC on the given date to collect Transfer letter from Customer Care Centre, FHS Tarnol.
 - (f) Provisional Transfer letter will be issued to Donee giving details of (plot/ house), (documents attached) and mode of delivery (**By hand/through Mail**). Expected Date of collection will be mentioned on which Original Transfer Letter can be collected from FHS Tarnol.

Documents to be submitted by Donor and Donee

3. Donor and Donee are to provide the following documents to Fazaia Housing Scheme Tarnol for transfer of gifted plot/house:-
 - (a) Application for Gift of Plot from donor duly attested by Notary Public
 - (b) NOC for gift of plot/house obtained from FHST. **Annexure-II**
 - (c) Original Allotment / Transfer letter.
 - (d) Draft / Pay Order for transfer / membership fee in favor of "**Fazaia Housing Scheme, Tarnol**".
 - (e) Copy of FRC (Family Registration Certificate).
 - (f) Membership application form by Donee. **Annexure-III**
 - (g) Affidavits by the Donor & Donee for gift of plot on stamp paper of Rs 50/- duly attested by Notary Public. **Annexure-IV**
 - (h) Agreement on stamp paper of Rs 50/- (drawn in the name of Donee) attested by Notary Public. **Annexure-V**
 - (j) Attested photocopies of CNIC of Donor, Donee, NOK & 02 witnesses.
 - (k) **Stamp duty** levied by Govt of Punjab under article 33. (1% of DC Rate)

FHST/_____/T&R

Project Director
Fazaia Housing Scheme, Tarnol

Dear Sir,

**APPLICATION FOR GIFT OF PLOT / HOUSE
FAZAIA HOUSING SCHEME, TARNOL**
(By Donor)

1. It is informed that I have gifted my Plot / House No _____ Street No ___ Block ___ in Fazaia Housing Scheme Tarnol to Mr / Mrs / Miss _____
Relationship _____ CNIC _____
Resident of _____.

2. I have cleared all my dues in respect of the above stated plot and the following documents are attached for your perusal:-

- (a) Application for membership by the Donee.
- (b) Affidavit by the Donor / Donee (Declaration of gift).
- (c) Original allotment/Transfer letter Ref No _____ Dated _____
- (d) Pay Order/Bank Draft for Rs _____ as transfer and membership fee.
- (e) If any claim arises for this plot at any stage, I would be clearing debits / payment involve.

3. It is requested that the plot may please be transferred in the name of above donee.

Witness

Signatures _____
Name _____
Address _____
CNIC No: _____
(Attested Attached)

Date: _____

Deponent

Signatures _____
Name _____
Membership No _____
Address _____
CNIC No: _____
(Attested Attached)

Date: _____

Note: (to be attested by Notary Public with date and stamp)

**APPLICATION FORM FOR NOC OF PLOT
GENERAL CATOGERY
FAZAIA HOUSING SCHEME, TARNOL**

To,

Project Director
FHS, Tarnol

1. I, Rank _____ Name _____
Pak/No _____ CNIC No _____
Owner of Plot No _____ Category _____ Street No _____ Block _____
In Fazaia Housing Scheme, Tarnol under Membership No _____
intend to sell my plot.

2. I have attached following documents:-
(a) Bank receipt / Pay Order/ Bank Draft of NOC fee and outstanding dues, if any
(In favor of Fazaia Housing Scheme Tarnol).
(b) 1x of CNIC (owner).
(c) 1x of allotment/ Transfer letter.
(d) 1x of completion certificate (in case of completed house / building).
(e) 1 x Recent Passport size photographs of owner with blue background
3. An NOC may kindly be issued for the said purpose.

Applicant Signature _____
Rank _____
Name _____
Address _____

Date _____

Remarks by Assistant / Deputy Director Transfer & Record

Date:

Remarks by DD (Finance)

Date:

Remarks by Project Director

Date:

Approval by Administrator

Date:

AFFIDAVIT BY DONOR & DONEE, FOR GIFT OF PLOT

(On Stamp Paper of Rs 50/-)

DECLARATION OF GIFT

This declaration of Gift is made at _____ on this _____ between _____ resident of _____ hereinafter called the "DONOR" which expression unless repugnant to the context, shall mean and include his heirs, successors, administrators, executors and assigns of the ONE PART,

AND

Mr. _____ S/O, D/O, W/O _____ resident of _____ hereinafter called the "DONEE" which expression unless repugnant to the context, shall mean and include his heirs, successors, administrators, executors and assigns of the OTHER PART,

WHEREAS the DONOR is the sole owner of Plot No _____ Street No _____ Block No (if applicable) _____ Fazaia Housing Scheme Tarnol measuring _____ Sq. Yards, which is free from all encumbrance.

This is voluntary of the aforementioned gift to the donee without any prejudice, whatsoever to the existing rights, interest, claim, title of the owner.

WHEREAS the DONEE is wife/husband/son/daughter of the Donor and in consideration of his love and affection with his wife/husband/son/daughter hereby, gift out his wife/husband/son/daughter aforementioned property to the DONEE. That the said property of gift has been duly accepted whole-heartedly and without any mental reservation by the said DONEE. The possession of above-mentioned gifted property has been handed over by the DONOR to the DONEE on the spot.

The Donee is competent to utilize the said property in any manner and the DONOR or any of his legal heirs would have no right or title or interest whatsoever in the said gifted property.

IN WITNESS WHEREOF, THE DONOR has put his respective hand to this deed in presence of the witness below. It is further stated that the DONOR has not gifted any other plot to his bonafide member of family in Fazaia Housing Scheme Tarnol.

Witness 01 _____
NAME _____
ADDRESS _____
CNIC No _____
DATE: _____

SIGNATURES (Donor) _____
NAME _____
ADDRESS _____
CNIC No _____
DATE: _____

I have accepted the above gifted property and taken over the possession of above gifted property on the spot from the DONOR.

Witness 02 _____
NAME _____
ADDRESS _____
CNIC No _____
DATE: _____

SIGNATURES(Donee) _____
NAME _____
ADDRESS _____
CNIC No _____
DATE: _____

SPECIMEN OF AGREEMENT

(By Donee)

(On stamp Paper of Rs 50/-)

1. This agreement is made at (Islamabad / Tarnol) _____ day of _____ 2020 in between the Directorate of Estate Projects Air Headquarters, Islamabad (hereinafter called the Directorate) through its authorized representative which expression shall include its successors and assignee of the one part and Mr / Mrs. / Miss _____ S/O,W/O,D/O _____ resident of _____ Computerized National Identity Card No _____ who is the member of Fazaia Housing Scheme Tarnol having his / her Membership No _____ (hereinafter called the Member / Allottee / Transferee) which expression shall include his/her successors and legal representative of the other part.

2. **WHEREAS** the Directorate has developed a housing colony under the name and style of Fazaia Housing Scheme, located at Tarnol (hereinafter called the colony),

AND

3. **WHEREAS** the Member / Allottee / Transferee has deposited with the Directorate Rs _____ for the transfer of House No _____ Street No _____ Block No (if applicable) _____ in the colony fully described in the schedule given below (hereinafter called the said Plot) for construction of a residential building and the rights of ownership and uses in and over the plot rest absolutely with the Directorate.

AND

4. **WHEREAS** the Directorate has agreed to sell/transfer the said plot to the said Member / Allottee / Transferee who has also agreed to purchase the said plot on the terms and conditions hereinafter, set forth.

5. Now, therefore, the parties agree as follows:-

(a) On the execution of this agreement, the member / allottee shall take over physical possession of the plot at the site and shall have the right and liberty to enter upon the said plot for building and execution works in the manner and to the extent as approved by the Directorate.

(b) The actual amount payable by the said member on account of full price of the plot shall be determined on demarcation and actual measurement together with the development charges incurred by the Directorate.

(c) Member / Allottee / Transferee will pay Rs _____ as demarcation fee for which seven days period notice will be required. Any subsequent measurement of the plot at the request of Member / Allottee / Transferee shall be charged @ Rs _____ each time.

(d) In case any amount remains unpaid for more than 2 months, after it becomes due, whether formally demanded or not, the Directorate shall have the right to cancel the allotment, after a further grace period of one month.

(e) The member shall within 2 months from the date of physical possession of the said plot submit building plans prepared by a Licensed Architect for the approval of the Directorate. The Member / Allottee / Transferee shall be responsible to get this plan approved by CDA/RDA and complete construction within a period of three years strictly according to the approved plan.

6. No application for extension in construction period will be entertained unless submitted within thirty days before the expiry of construction period. Each request will be considered on merit.

7. The Directorate shall charge @ Rs 5/- Per Sq Yds. of the plot as surcharge per annum for allowing extension in the construction period.

8. The member shall not without obtaining prior approval of the Directorate in writing.

(a) Use the plot for the purpose other than the construction of building for residential purpose.

(b) Sub - divide the plot or alter any of its dimensions.

(c) Amalgamate the plot or any part thereof with any adjoining plot for the construction of a single building or for any other purpose whatsoever.

9. All clearance and filling up with earth up to a level not lower than the level of the crown of the adjoining road and leveling of the plot, as may be required, shall be done by the member at his / her own cost and will not be entitled to obtain filling from any adjacent land of the colony.

10. The expenses of registering this agreement and Sale Deed thereafter shall be borne by the member or his / her successors as the case maybe.
11. The authorized officials of the Directorate may enter upon the said plot and member / allottee / transferee shall have no objection to such entry at all reasonable hours for its inspection or of the building under construction or standing thereon.
12. If in the opinion of the Directorate, whose decision in this behalf shall be final, the topography of the plot so requires, the Directorate shall, at all times hereafter, have the right of passages and running of water and soil from the adjoining and neighboring lands and the building now or hereafter erected thereon through sewerage, drain pipes and channels or any of them for the purpose of force erosion the said right of running of water and soil but without making any allowance or paying any compensation to the member / allottee / transferee for the exercise of such rights.
13. The allotment of the plot secured by fraud or mis-representation shall be liable to cancellation and price paid thereof shall be forfeited to the Directorate.
14. The member shall comply with and abide by the rules, regulations, byelaws, orders and directions as may be issued from time to time by the Directorate or any other competent authority.
15. The member shall from the date he / she comes in physical possession of the plot, pay all taxes, rates, assessments, duties, charges (including betterment and maintenance charges imposed, which may now or hereafter be charged or imposed upon or payable in respect of the said plot or any structure thereon or anything thereto, to any competent authority (including the Dte) under any law, rules, bye-laws or orders for the time being in force.
16. Any notice or communication from one party to the other shall be deemed sufficiently served if addressed and delivered personally or posted under registered cover at the last known address of the other party.
17. Time will be the essence of the contract in these terms and conditions.

(Deponent)

Signatures _____
Name _____
CNIC No _____
Address _____
Date _____

Note: (to be attested by Notary Public with date and stamp)