

# **PROCEDURE FOR TRANSFER OF PLOT / HOUSE THROUGH FOREIGN POWER OF ATTORNEY (PURCHASER)**

## **Formalities by the seller**

1. The seller is to provide the following documents to Transfer Section FHST for transfer of plot / house to a purchaser living in abroad :-

- (a) NOC for transfer of plot / house issued from AHQ or FHST. **Annexure-I**
- (b) 2 x Recent Passport Size Photographs with Blue Background.
- (c) Application for Transfer of plot by seller. **Annexure-II**
- (d) Attested Photocopy of computerized National Identity Card (CNIC) of seller.
- (e) Affidavit on stamp paper of Rs50/- (Drawn in the name of Seller) attested by Notary public. **Annexure-III**
- (f) Draft / Pay Order for all outstanding dues, if any, in favor of “**Fazaia Housing Scheme, Tarnol**”.
- (g) Original Allotment / Transfer Letter.
- (h) **Gain Tax (WHT)** Under Section 236C @1% for Filer and 2% for Non Filer of DC rate.

## **Formalities by Purchaser**

2. Purchaser in abroad is to provide the following to Transfer Section FHST for transfer of plot in his/ her name:-

- (a) Members living abroad would ask his executants in Pakistan to send stamp paper of Rs 50 (drawn on the name of Power of Attorney Holder) with undertaking that he is giving Power of Attorney to the executants to purchase the plot on his behalf. This POA needs no verification from Pakistan Embassy, Ministry of Foreign Affairs and registration in Registrar Office. Purchaser/ Attorney would submit Pay/ Bank Draft for Rs 3,000/- in favor “**Fazaia Housing Scheme, Tarnol**” as processing fee along with affidavit to Transfer Branch FHST. Specimen of Power of Attorney. **Annexure-IV**

## **Formalities by Executants (Power of Attorney holder)**

3. Following documents are to be submitted by Power of Attorney holder:

- (a) Copies of purchaser's and Executants Computerized National Identity Card (CNIC), attested copy of Passport and Visa with Exit and Entry Stamps.
- (b) 2 x Attested Passport size Photographs of purchaser and Executants.
- (c) On receipt of Foreign Power of Attorney and requisite transfer documents, the Executants would be informed for further transfer action of plot.
- (d) Membership form attested by Notary Public. **Annexure-V**
- (e) Attested of CNIC of purchaser, NOK and 02 witnesses.
- (f) Affidavit on stamp paper of Rs 50/- (drawn in the name of purchaser) attested by Notary Public. **Annexure-VI**
- (g) Agreement between Dte of EP / FHS Tarnol and Purchaser on stamp paper of Rs50 (drawn in the name of Purchaser) Attested by Notary Public (**Annexure-VII**).
- (h) Draft / Pay Order for transfer & membership fee, in favor of “**Fazaia Housing Scheme, Tarnol**”.

(j) Sale Deed on stamp paper of Rs 1200/- (Sale agreement between seller and purchaser). **Annexure-VII**

(k) **Stamp duty** levied by Govt of Punjab under article 63A. (1% of DC Rate)

(l) **Advance Tax (WHT)** Under Section 236K @1% for Filer and 2% for Non Filer of DC rate.

4. Provisional Transfer letter will be issued to Purchaser 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.

**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 due 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: \_\_\_\_\_

---

AHQ/\_\_\_\_\_/EP

Directorate of Estate Projects  
Air Headquarters, Islamabad

Dear Sir,

**APPLICATION FOR TRANSFER OF PLOT / HOUSE  
FAZAIA HOUSING SCHEME TARNOL**  
(By Seller)

1. It is informed that I have sold my Plot / House No\_\_\_\_Street No\_\_\_\_\_Block \_\_\_\_in Fazaia Housing Scheme Tarnol to Mr / Mrs / Miss\_\_\_\_\_ Resident of\_\_\_\_\_ CNIC\_\_\_\_\_.

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 purchaser.
- (b) Affidavit by the seller.
- (c) Affidavit by the purchaser.
- (d) Original allotment/Transfer letter Ref No \_\_\_\_\_Dated\_\_\_\_\_
- (e) Pay Order/Bank Draft for Rs \_\_\_\_\_as transfer, Processing and Membership fee.

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

Signature\_\_\_\_\_

Name\_\_\_\_\_

Membership No \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**AFFIDAVIT BY SELLER**  
(On Stamp Paper of Rs 50/-)

I \_\_\_\_\_ S/O \_\_\_\_\_

Resident of \_\_\_\_\_

CNIC No \_\_\_\_\_ do hereby declare on solemn affirmation as under:-

(a) That, the deponent has acquired the title, rights and lien in respect of Membership No \_\_\_\_\_ of Fazaia Hosing Scheme Tarnol, sponsored by the Directorate of Estate Projects Air Headquarters, Islamabad.

(b) That, the deponent has been allotted/transferred Plot / House No \_\_\_\_\_ Street No \_\_\_\_\_ Size \_\_\_\_\_ Sq Yds vide allotment letter No \_\_\_\_\_ dated \_\_\_\_\_ in the above stated scheme hereinafter called the plot/house.

(c) That the deponent has paid and cleared all his up-to-date dues towards the cost of the plot/house and has cleared the loan liability including markup.

(d) That, the deponent has agreed to transfer all his rights and liabilities with respect to the Plot / House \_\_\_\_\_ S/O \_\_\_\_\_ Resident of \_\_\_\_\_ CNIC No \_\_\_\_\_ (hereinafter called the transferee).

(e) That, the deponent has settled all financial claims with the transferee as regards the plot/house and has no objection if the plot/house is transferred in the name of the transferee.

(f) That, the deponent agrees that, hereinafter, the transferee shall be the exclusive owner of the plot/house without any interruption or adverse claim made by the deponent or his legal heirs and that this document shall not be cancelled or invoked at any stage hereinafter by the deponent.

The above statement is true and correct to the best of my knowledge and belief and that nothing has been concealed.

**Witness No 1**

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CNIC \_\_\_\_\_  
Date \_\_\_\_\_

**(Deponent)**

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Rank \_\_\_\_\_  
Pak/No \_\_\_\_\_  
CNIC \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

**Witness No 2**

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CNIC \_\_\_\_\_  
Date \_\_\_\_\_

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

**POWER OF ATTORNEY (PURCHASER ONLY)**  
(On Stamp Paper of Rs 50/-)

1. I Mr / Mrs \_\_\_\_\_ S/O, D/O, W/O \_\_\_\_\_ Resident of \_\_\_\_\_ CNIC No \_\_\_\_\_ do hereby appoint, make, constitute and nominate Mr / Mrs \_\_\_\_\_ S/O /D/O /W/O \_\_\_\_\_ Resident of \_\_\_\_\_ CNIC \_\_\_\_\_, lawful attorney in respect of Plot No \_\_\_\_\_ Street / Road \_\_\_\_\_ Block \_\_\_\_\_ measuring \_\_\_\_\_ Sq Yds against membership No \_\_\_\_\_ in Fazaia Housing Scheme Tarnol on my behalf to:-

- (a) Purchase a plot / house / apartment on my name and sign and execute all necessary documents in this regard.
- (b) Deposit all dues, expenses, NOC / membership / transfer fee etc and obtain receipt.
- (c) Appear before designated Transfer & Record Officer and sign transfer documents / transfer register on behalf of the purchaser.
- (d) Collect the allotment letter on my behalf after payment of required fee if any.

2. I hereby agree that all acts, deeds and things lawfully done by the said power of attorney shall be constructed as acts, deeds and things done by me and I undertake to rectify and confirm all and whatsoever my said attorney shall lawfully done for me by virtue of powers hereby given. Moreover, this power of attorney holds good only for purchase of plot / house / apartment.

The above statement is true and correct to the best of my knowledge and belief and that nothing has been concealed.

Purchaser Sign \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC No \_\_\_\_\_  
Address \_\_\_\_\_  
Cell No \_\_\_\_\_  
(Left Thumb Impression)

POA Holder Sign \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC No \_\_\_\_\_  
Address \_\_\_\_\_  
Cell No \_\_\_\_\_  
(Left Thumb Impression)

Note:- Stamp paper is to be drawn on the name of Power of Attorney holder duly attested by Notary Public with stamp & date (Attested photo copies of CNIC's are to be attached).



**FAZAIA HOUSING SCHEMETARNOL  
AIR HEADQUARTERS, ISALAMABAD  
(BY PURCHASER)**

**APPLICATION FOR MEMBERSHIP**

Fazaia Housing Scheme Tarnol

1.	Rank	<input type="text"/>	2 x Passport Size Photographs with Blue Background																				
2.	Name	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
3.	*Pak No	_____																					
4.	*Branch	_____																					
5.	*Date of Commission	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
6.	Date of Birth	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
7.	CNIC No	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
8.	Father / Husband Name	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
9.	Postal Address	_____																					
		_____ Cell No _____																					
		Alternate Cell Phone _____ E-Mail _____																					
10.	Permanent Address	_____																					
		_____ Tel No _____																					
11.	Next of Kin Name	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
	CNIC(Next of Kin)	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
	Relation	_____ Address _____																					
		_____																					
12.	No / Size of House / Plot	_____ MS No. _____																					
13.	Detail of Payment: - Amount Rs.	_____ Bank Draft / Pay order No _____																					
	Name of Bank	_____ Date _____																					

I hereby undertake that the particulars given above are correct to the best of my knowledge. I further declare that I shall abide by the existing Bye Laws, rules, regulations, conditions etc and subsequent ones, which may be prescribed from the time for the Transfer of plot under the Fazaia Housing Scheme Tarnol. I have read & understood the contents of terms & conditions.

Signatures \_\_\_\_\_  
Name POA Holder \_\_\_\_\_  
Purchaser Name \_\_\_\_\_  
Address \_\_\_\_\_

Date: \_\_\_\_\_  
\*If applicable

Note: To be countersigned by Notary Public with stamp & date

(FOR OFFICIAL USE ONLY): -

Entered in Computer \_\_\_\_\_ Rank \_\_\_\_\_ Name \_\_\_\_\_

**AFFIDAVIT BY PURCHASER**  
(On Stamp Paper of Rs 50/-)

I \_\_\_\_\_ S/O,D/O,W/O \_\_\_\_\_

Resident of \_\_\_\_\_

CNIC No \_\_\_\_\_ do hereby appoint, make, constitute and nominate  
Mr/Mrs/Miss \_\_\_\_\_ S/O \_\_\_\_\_

Resident of \_\_\_\_\_

CNIC No \_\_\_\_\_ on solemn affirmation asunder:-

(a) That the deponent has agreed to acquire the title rights and lien in respect of Plot  
No / House \_\_\_\_\_ Street No \_\_\_\_\_ Block \_\_\_\_\_ Size \_\_\_\_\_ Sq Yds in the Fazaia  
Housing Scheme Tarnol hereinafter called the Plot/House from Mr / Mrs \_\_\_\_\_  
\_\_\_\_\_ S/O \_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_ CNIC No \_\_\_\_\_

(here in after called the seller).

(b) That the deponent has applied for membership of the scheme and understands that  
transfer of the plot/house in his/her name is subject to approval of his/her membership by  
Directorate of Estate Projects, Air Headquarters, Islamabad, hereinafter called the Dte.

(c) That the deponent has settled all financial claims with the seller and agrees to pay all  
future dues including Care Maintenance & Security Charges in respect of the plot / house  
payable to the Dte as and when demanded.

(d) That the deponent shall abide by all terms, conditions and rules formulated under the bye  
laws of the scheme and the draft agreement to be executed by him with the Dte.

(e) That the deponent undertakes that he will not further transfer/sell or create any type of  
encumbrances charges or lien in respect of the residential house to any person who is not  
otherwise eligible to become member of the scheme.

The above statement is true and correct to the best of my knowledge and belief and that nothing  
has been concealed.

**Witness No 1**

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CNIC \_\_\_\_\_  
Date \_\_\_\_\_

**(Deponent)**

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Rank \_\_\_\_\_  
Pak/No \_\_\_\_\_  
CNIC \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_  
POA Holder \_\_\_\_\_  
CNIC \_\_\_\_\_

**Witness No 2**

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CNIC \_\_\_\_\_  
Date \_\_\_\_\_

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



## SPECIMEN OF AGREEMENT

(By Purchaser)  
(On stamp Paper of Rs 50/-)

1. This agreement is made at (Islamabad / Rawalpindi) on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ 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 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 upto 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 \_\_\_\_\_  
 POA Holder \_\_\_\_\_  
 CNIC \_\_\_\_\_

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