

PROCEDURE FOR TRANSFER OF PLOT / HOUSE THROUGH FOREIGN POWER OF ATTORNEY (SELLER)

Formalities by the seller

1. Seller in abroad is to provide the following through his executants to Transfer Section FHST for sale/ transfer of plot to purchaser:-

(a) Members living abroad would submit foreign power of attorney, through nominated attorney duly verified from concerned Pakistan Embassy, Ministry of Foreign Affairs and registered in Concerned Registrar Office. Attorney of seller would submit Rs 10,000 as processing fee alongwith FPA to FHS Tarnol.

(b) FHS Tarnol would dispatch the same foreign power of attorney to concerned Embassy / Ministry of Foreign Affairs for revivification.

(c) On receiving back the Foreign Power of Attorney the nominee would be informed for further transfer action of plot

Formalities by Executants (Power of Attorney holder)

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

(a) On receiving back the Foreign Power of Attorney the nominee would be informed for further transfer action of plot.

(b) NOC for transfer of plot from FHST. **Annexure-I**

(c) Application for Transfer of plot by seller. **Annexure-II**

(d) Attested Photocopy of computerized National Identity Card (CNIC) of seller and POA (Holder).

(e) Affidavit on stamp paper of Rs 50/- (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) (Withholding tax, in case if plot is being transfer within 4 years. (1% for filer & 2% for Non-filer of FBR rate).

Formalities by Purchaser

3. Purchaser is to provide the following to Transfer Branch FHST for transfer of plot:

(a) Membership form attested by Notary Public. **Annexure-IV**

(b) 2 x Recent Passport Size Photographs with Blue Background.

(c) Attested Photocopies of CNIC of Purchaser, NOK and 02 witnesses.

(d) Affidavit on stamp paper of Rs 50/- (drawn in the name of purchaser) attested by Notary Public. **Annexure-V**

- (e) 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-VI**).
- (f) Agreement on stamp paper of Rs 1200/- (drawn in the name of Purchaser) attested by Notary Public.
- (g) Draft / Pay Order for transfer / membership fee, in favor of "**Fazaia Housing Scheme, Tarnol**".
- (h) **Stamp duty** levied by Govt of Punjab under article 63A. (1% of DC Rate)
- (j) Advance Tax (WHT) @ 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 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: _____

FHST/_____/T&R

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.

Signatures _____

Name _____

Membership No _____

Address _____

POA Holder _____

CNIC _____

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

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

I _____ S/O, D/O, W/O _____
Resident of _____
CNIC No _____ through Power of Attorney holder of _____
_____ S/O _____ CNIC
No _____ presently residing at _____

Registered with vide registered No _____, Book No _____, Vol No _____
pages _____ to _____ date _____ 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 _____ Block _____ 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/her 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/her 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

Signatures _____
Name _____
Address _____

CNIC _____
Date _____

(Deponent)

Signatures _____
Name _____
Address _____
Rank _____
Pak/No _____
CNIC _____
Address _____
Date _____
POA Holder _____
CNIC _____

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



**FAZAIA HOUSING SCHEME TARNOL
AIR HEADQUARTERS, ISLAMABAD**

APPLICATION FOR MEMBERSHIP

1.	Rank	<input style="width: 95%;" type="text"/>	2 x Passport Size Photographs with Blue Background
2.	Name	<input style="width: 95%;" type="text"/>	
3.	*Pak No	<input style="width: 80%;" type="text"/>	
4.	*Branch	<input style="width: 80%;" type="text"/>	
5.	*Date of Commission	<input style="width: 80%;" type="text"/>	
6.	Date of Birth	<input style="width: 80%;" type="text"/>	
7.	CNIC No	<input style="width: 95%;" type="text"/>	
8.	Father / Husband Name	<input style="width: 95%;" type="text"/>	
9.	Postal Address	<input style="width: 95%;" type="text"/>	
		Cell No <input style="width: 80%;" type="text"/>	
	Alternate Cell Phone	<input style="width: 80%;" type="text"/>	
	E-Mail	<input style="width: 80%;" type="text"/>	
10.	Permanent Address	<input style="width: 95%;" type="text"/>	
		Tel No <input style="width: 80%;" type="text"/>	
11.	Next of Kin Name	<input style="width: 95%;" type="text"/>	
	CNIC (Next of Kin)	<input style="width: 95%;" type="text"/>	
	Relation	<input style="width: 80%;" type="text"/>	
	Address	<input style="width: 80%;" type="text"/>	
12.	No / Size of House / Plot	<input style="width: 80%;" type="text"/>	
	MS No.	<input style="width: 80%;" type="text"/>	
13.	Detail of Payment: - Amount Rs.	<input style="width: 80%;" type="text"/>	
	Bank Draft / Pay order No	<input style="width: 80%;" type="text"/>	
	Name of Bank	<input style="width: 80%;" type="text"/>	
	Date	<input style="width: 80%;" type="text"/>	

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 _____

Seller Name _____

Date: _____

Address _____

*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 declare 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 _____ CNIC No _____ Power of Attorney holder of _____ S/O _____ CNIC No _____ presently residing at _____ (hereinafter 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/she will not further transfer/sell or create any type of encumbrance's 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 _____

Witness No 2

Signatures _____
Name _____
Address _____

CNIC _____
Date _____

(Deponent)

Signatures _____
Name _____
Address _____
Rank _____
Pak/No _____
CNIC _____
Address _____
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 / Lahore) _____ 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, 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 the purpose of 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 there after shall be borne by the member or his / her successors as the case may be.

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 there on 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)