

PROCEDURE FOR TRANSFER OF PLOT / HOUSE IN CASE OF DEATH
(LEGAL HEIRS TRANSFER) FHS I & II LAHORE

Procedure for Death Case Transfer

1. Application is to be given by next of kin / legal heirs with complete details to Transfer Branch FHS Lahore. Transfer Branch FHS Lahore would verify the contents of application viz a viz the record available.
2. Transfer Branch FHS Lahore would intimate the requirements in writing to the applicant.
3. The next of kin/legal heirs would submit following documents: -
 - (a) Membership Application Form. **Annexure "A"**
 - (b) Certificate by widow of deceased on stamp paper of Rs 50 (if plot / house is being transferred in the name of widow). **Annexure "B"**
 - (c) Undertaking by all legal heirs according to suit for declaration/succession **certificate on stamp paper of Rs 50/- (if plot is being transferred in the name of any one legal heir).** **Annexure "C"**
 - (d) Agreement on stamp paper of Rs 50/- (drawn in the name of transferee) attested by Notary Public. **Annexure "D"**
 - (e) Original Allotment / Transfer letter.
 - (f) Attested copy of death certificate.
 - (g) Attested photo copy of CNIC of member nominee, witnesses and all the legal heirs.
 - (h) Certified True Copy of Legal heir's **"SUIT FOR DECLARATION / SUCCESSION CERTIFICATE"** for immovable property obtained from competent Court of Law (indicating property details).
 - (i) Appearance of all legal heirs together is compulsory.
 1. **1% Stamp duty of DC rate will have to be deposited in Govt Treasury of Punjab along with E-stamp papers.**
 2. **TM A Tax @ 1% of DC rate.**
 3. **Clearance Certificate of Property Tax obtained from Excise & Taxation Office, Lahore.**
4. Incharge Transfer Section will issue the receipt against the documents and date of transfer.
5. All legal heirs 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, Raiwind road, Lahore / Fazaia reception AHQ Islamabad / Karachi for transfer of plot. Legal heirs will submit transfer documents for preparation of new transfer letter at Transfer Section FHS Lahore.
6. Incharge Transfer section will issue receipts against the documents & date for collection of transfer letter.
7. All legal heirs along with their original CNIC will visit Dir Transfer & Record FHS Lahore to collect transfer letter.
8. In case of one of the legal heir is abroad, he / she can authorize any other legal heir to receive the letter on his / her behalf. Authority letter has to be attested by the Pakistani Embassy / Consulate.

CERTIFICATE TO BE RENDERED BY WIDOW OF DECEASED
(on stamp paper of Rs 50/-)

I Mrs. _____ resident of (Address) _____ do hereby declare on solemn affirmation as under:-

1. That the deponent is the widow of _____ who died on _____.
2. Plot No _____ Street No _____ Block No (if applicable) _____ in Fazaia Housing Scheme-I Lahore was allotted to my husband.
3. The deceased had nominated the deponents as the nominee for the transfer of membership of Fazaia Housing Scheme-I Lahore and all rights accruing from it.
4. That the said plot is to be transferred in my name according to rules.
5. I have not remarried.
6. I have _____ children who are living with me.
7. I will surrender the property in favour of my children if I decide to remarry.
8. I solemnly undertake that all the information given above is true.

Witness No 1

Signatures _____
Name _____
Address _____
CNIC _____
Date :- _____

(Deponent)

Signatures _____
Name _____
Address _____
CNIC _____
Date :- _____

Witness No 2

Signatures _____
Name _____
CNIC _____
Date:- _____

Note:- To be attested by Notary Public Signatures with stamp & date

UNDERTAKING BY LEGAL HEIRS

(on stamp paper of Rs 50/-)

It is to inform that Mr _____ S/O _____ CNIC No _____ was the member of Housing Scheme-I Lahore. He was allotted the membership No _____, for Plot No _____ Street No _____ Block _____. Unfortunately he has expired on _____. We all being the legal heirs of _____ have no objection if the above quoted plot is transferred on the name of Mr/Mrs _____ Son/Daughter/Father/Widow of the deceased. We hereby also undertake that we shall not claim for any type of right on the property mentioned herein in future also.

Signature _____

Name _____

Son of/D/O _____

CNIC No

Signature _____

Name _____

Son of/D/O _____

CNIC No

Signature _____

Name _____

Son of/D/O _____

CNIC No

Signature _____

Name _____

Son of/D/O _____

CNIC No

Signature _____

Name _____

Son of/D/O _____

CNIC No

Signature _____

Name _____

Son of/D/O _____

CNIC No

Note:- To be attested by Notary Public Signatures with stamp & date

SPECIMEN OF AGREEMENT

(By Transferee)
(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-I Lahore 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 Raiwind Road, Lahore (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 1000/- 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 500/- 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 LDA 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 dimension.

(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 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, bye-laws, 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 and imposite, 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)