

## **PROCEDURE FOR REGISTRATION OF REAL ESTATE AGENTS / PROPERTY DEALERS WITH FHST**

### **1. Procedure for Registration of Property Dealers**

- (a) Applicant submits the application along with the required documents as per para 2 below to FHS Tarnol Office.
- (b) The case for registration of applicant property dealer will be processed through proper channel for recommendations by competent authority.
- (c) After the approval of Project Director FHST, the property firm will issued with Registration Document.

### **2. Documents Required**

- (a) Application for registration of Firm/ Company on prescribed Form duly completed with all respect to Project Director FHS Tarnol. **Annexure-I**
- (b) Attested photocopies of CNIC (Chief Executive / Proprietor).
- (c) 2 x photographs of Chief Executive / Proprietor of 1'x1' size.
- (d) Paid Bank Challan form (in favor of FHST of Rs 40,000/- as registration fee and Rs 20,000/- in case of annual renewal.
- (e) Certificate of Registration incorporation with SECP (Security Exchange Commission of Pakistan).
- (f) Estate NTN Number.
- (g) Undertaking on stamp paper worth Rs 50/-. **Annexure-II**
- (h) Police Verification Report.

**FAZAIA HOUSING SCHEME, TARNOL**  
**(Application Form for Real Estate Dealer Registration)**



To

The Project Director,  
Fazaia Housing Scheme, Tarnol

Sir,

I/ We hereby apply for the grant of registration of my/ our Real Estate Agency vides this application along with all supporting documents, attached herewith. The details of the agency are provided hereunder:-

1. Name of the Agency / Company. \_\_\_\_\_
2. Date of Establishment. \_\_\_\_\_
3. Excise and Taxation Registration/ NTN No (Attached). \_\_\_\_\_
4. Contact Number. \_\_\_\_\_ . Email. \_\_\_\_\_
5. Full Address. \_\_\_\_\_

6. Brief bio data of the chief executive/ Owner/ Proprietor:

- (a) Name. \_\_\_\_\_ CNIC. \_\_\_\_\_
- (b) Qualification. \_\_\_\_\_
- (c) Residential Address. \_\_\_\_\_

7. Names/ CNIC Nos of Directors/ Partners (CNICs attached):-

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

8. Documents Attached:-

- (a) Photocopy (s) of CNIC duly attested.
- (b) Two Photographs 1 x 1 (Owner/Chief Executive).
- (c) Paid Bank Challan Form (In favor of Fazaia Housing Scheme Tarnol).
- (d) Affidavit / Undertaking of Code of Conduct with Fazaia Housing Scheme.
- (e) Certificate of Registration/ Incorporation with SECP.
- (f) NTN Certificate

Signature. \_\_\_\_\_  
Date . \_\_\_\_\_

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(For official use only.)

9. Recommendations.

Dated.

10. Remarks By Project Director FHS Tarnol

Approved/ Not approved

Dated.

## TERMS AND CONDITIONS FOR PROPERTY DEALERS/ESTATE AGENTS

1. Only Registered Property Dealers/ Estate Agents will be allowed to conduct property business in Fazaia Housing Scheme Tarnol. Firms/ agents are to display the Registration Certificate in their office at a prominent place. At any time, FHST may ask for Registration Certificate issued. No person with any criminal background will be allowed to conduct property business/ plots transactions at Fazaia Housing Scheme Tarnol in any manner whatsoever.
2. No unregistered Property Dealer/ Estate Agent is allowed to conduct property business at Fazaia Housing Scheme Tarnol, either directly or indirectly through any other Property Dealer.
3. Proprietor and only two other individuals will be allowed to conduct the property business through one office. However, each office-sharer is to pay Rs.10,000/ year for Registration/ Renewal for conducting business in Fazaia Housing Scheme Tarnol.
4. Property Dealer can charge commission as per ICT Property Dealers Association rules on sale value of property from buyer/ seller. Terms of business are to be clearly set/ spelled out with buyer/seller before initiating a deal, concealment of any facts will be considered as violation and may result in cancellation of registration. In case of any conflict between a property Dealer/Estate Agent and customer, Fazaia Housing Scheme Tarnol will not be responsible.
5. Fazaia Housing Scheme Tarnol will not be responsible for any law suit arising through any plots transaction/property deal made through any Property Dealer/ Estate Agent. If any party involves Fazaia Housing Scheme Tarnol in any Law Suit due to any conflict / reason, Fazaia Housing Scheme Tarnol will be entitled to charge the expenses incurred on resolving the matter from the concerned property dealer. This will include lawyer fee and other miscellaneous expenses, whatsoever. In case of any fraudulent act, sponsored dealer will be held responsible for compensation.
6. Property Dealer/ Estate Agent Office is neither to be established at any residence nor be used for any other business. Any violation may result in cancellation of registration. Property Dealer/ Estate Agent Office should have same signboard as stipulated on registration Form. In case of unauthorized use of office of Property Dealer / Estate Agent or any unauthorized person uses these premises other than the office holders; the membership / registration may be cancelled. In case of any fraudulent act, sponsored dealer will be held responsible for compensation.
7. Fazaia Housing Scheme Tarnol has the right to cancel registration of any property Dealer/ Estate Agent, who violates rules/ instructions issued by Fazaia Housing Scheme Tarnol. Any person desirous of obtaining membership/ registration as Property Dealer/ Estate Agent, he/ she has to prove the possession of an office for conducting the business.
8. Duly completed plot transfer documents are to be submitted at least 03 days prior transfer schedule / day, else same may be done treated as Urgent Transfer Case. The dealer is to certify that all the owners documents have been verified and the seller is legal owner of the said property.
9. Fazaia Housing Scheme Tarnol reserves the right to accept or reject the application for registration as property dealer without assigning any reason.

**Undertaking by Property Dealer/Estate Agent.** I have fully understood the above terms & conditions or as amended time to time. My registration as Property Dealer/ Estate Agent shall hold good until any serious lapse / complaint/ fraud is not reported against me. Following conditions shall render my registration null and void:

- (a) If found involved in any fraudulent/illegal/objectionable activities.
- (b) If the conduct is found unsuitable in dealing/ working/ processing the case.

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

### **Fees Required for Registration of Property Dealers**

Following Documents are required for initial registration of Property Dealer/ Estate Agents with Director Housing.

- |    |                  |         |             |    |                    |              |
|----|------------------|---------|-------------|----|--------------------|--------------|
| a. | Application Form | Charges | Rs.500/00   | b. | Registration Fee   | Rs.40,000/PA |
| c. | Processing Fee   |         | Rs.5,000/00 | d. | Each office sharer | Rs.10,000/PA |
| e. | Card Charges     |         | Rs.500/PP   |    |                    |              |

### **Documents/ Fees Required for Renewal of Registration**

- |    |                                     |              |  |    |                          |             |
|----|-------------------------------------|--------------|--|----|--------------------------|-------------|
| a. | Request on Firm`s Letter head Paper |              |  | b. | Application Form Charges | Rs.500/00   |
| c. | Renewal Fee                         | Rs.10,000/00 |  | d. | Card charges             | Rs.500/card |
| e. | Each office sharer                  | Rs.10,000/PA |  |    |                          |             |

(Specimen)

**AFFIDAVIT OF CODE OF CONDUCT :FOR REAL ESTATE DEALERS  
REGISTERED AT FAZAIA HOUSING SCHEME TARNOL (FHST)**

1. I, \_\_\_\_\_, S/o \_\_\_\_\_, R/o \_\_\_\_\_, holder of CNIC No. \_\_\_\_\_ having Contact No. \_\_\_\_\_, owner of \_\_\_\_\_, situated at \_\_\_\_\_ do hereby solemnly affirm and sincerely state as follows:-

(a) As a registered real estate dealer of Fazaia Housing Scheme Tarnol, I shall comply with the Code of Conduct and the byelaws of the Society along with all the relevant laws, rules and regulations applicable to private housing schemes.

(b) I shall always act honestly and protect the interest of the client and uphold the integrity of the Society by my steadfast, efficient and upright conduct.

(c) I shall not use any confidential information to the disadvantage of my client or use any such information to the advantage of third party.

(d) I shall remain truthful in representing facts and shall not exaggerate, misrepresent, conceal or omit facts relating to real estate or any real estate transaction.

(e) I shall not charge my commission on sale/ purchase of any transaction in excess of 1% of the cost of the plot/ file and in case of renting of property, I shall not charge more than one month is rent as commission from the landlord and the tenant (half month each from both the parties).

(f) I shall exercise skill, care, competence and diligence at all times when carrying out real estate agency work and shall try to have a sound knowledge of the laws, regulations, rules and other legislation relevant to real estate agency work. I shall act in good faith and deal fairly with all parties engaged in a transaction.

(g) I shall not engage in any conduct that is likely to bring the Society into disrepute and shall not mislead a client, or provide any false information or withhold information, which in fairness is to be provided to a client.

(h) I shall not use, or threaten to use, the complaints or disciplinary process for an improper purpose and shall ensure that all salespersons employed or engaged by myself are properly supervised and managed and that they are given the opportunity to undertake any continuing education as advised by the Society.

(j) I shall hold the officials of the Society in highest respect by my intent and conduct and not engage in any quarrel in front of the clients and try to obey their instructions given to me from time to time. I shall also undertake that if any particular subordinate is found by the Society to be not of acceptable standard, I shall immediately remove him from my service.

(k) I shall not engage in any conduct that would put a prospective client under undue or unfair pressure and shall communicate regularly in a timely manner and unless authorized by a client, through an agreement, I shall not offer or market any land or business or put any details of a client or his property on any website or place a sign on the property.

(l) I shall not take advantage of a prospective client or a client's inability to understand relevant documents where such inability is reasonably apparent and shall not submit an agency agreement or a sale and purchase agreement or other contractual documents to any person for signature, unless all material particulars have been explained, understood and inserted into or attached to the documents.

(m) I shall not undersell or offer to sell a property or plot/file of the Society at a rate lower than its market.

(n) I shall not disclose the confidential information relating to a client, unless the client consents in writing and shall ensure that a customer is informed of any significant potential risk of any transactions. I shall not advertise any land or business on terms that are different from those authorized by the client.

(p) I shall not undertake any real estate agency work with any customer or other estate agent on terms that are different from those that are authorized by the client on whose behalf I am carrying out real estate agency work and shall retain for a period of 12 months a copy of every written offer submitted. This rule applies regardless of whether the offer was submitted by the agent and regardless of whether the offer resulted in a transaction.

(q) I shall develop and maintain house procedure in writing for dealing with complaints and dispute resolution. A copy of this procedure shall be made available to clients and the Society and shall ensure that prospective clients are aware of these procedures before they enter into any contractual agreement.

2. I hereby understand, agree and acknowledge that any adverse report/ observation regarding my conduct/ character or of violation of the terms of the Code of Conduct of the Society at any time, shall render myself and my organization liable to termination of registration along with confiscation of the registration fee.

**DEPONENT**

**Verification**

Verified on oath at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 that the contents of the Affidavit are true to the best of my knowledge and belief and that nothing has been concealed or misstated.

**DEPONENT**