

Guide Book



FIEDMC
FAISALABAD INDUSTRIAL ESTATE
DEVELOPMENT & MANAGEMENT COMPANY

The foundations of industrial strength

GUIDE BOOK

Faisalabad Industrial Estate Development
and Management Company



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Introduction

1. This handbook has been published as a guideline for transfer of plots. It is hoped that it will provide you the essential information, besides serving as a guide and useful ready reckoner for all transfers related issues.
2. Members are cautioned that this book is just a "Guide" and may not be quoted as an authority. However, fees/charges and other Govt duties such as stamp duty etc, are liable to change without notice. Consequently, members are well advised to obtain any additional information from the authorized officers of Marketing, Coordination, Legal Affairs, Transfer & Record, Technical, Finance or the Secretary. In no way, any members should contact or obtain advice from subordinate staff or persons not authorized, as it may not be authentic. Documents prepared on incorrect advice may become null and void at the time of presentation.
3. Members are requested to offer their constructive suggestions/recommendations, if any and place the same in the suggestion box kept in the reception for consideration/incorporation in our next edition. You may contact the Secretary personally in this regard.
4. It is hoped that this handbook will meet the demand of the members to a great extent and prove to be helpful in getting their plots transferred in smooth manner.

Name and Address

5. The office of Faisalabad Industrial Estate Development and Management Company is located at Zia Town. The official address is as under:-

**Faisalabad Industrial Estate Development and Management Company
East Canal Road, Zia Town (Near Kashmir Bridge) Faisalabad**

Correspondence

6. Members corresponding with FIEDMC on matters pertaining to plots/accounts etc are requested to invariably quote their plot number, street number, sector and membership number for ease of reference. In the absence of such information letter may not be answered promptly.



Registration

7. Members/ Associate members are required to register themselves in the applicable category by paying the required registration fee. Some useful information about registration is as under:-
- a. **Registration in Category "A" (AYE).** Only the original allottee members are entitled to be registered with the scheme, on payment of prescribed registration fee in category A (AYE).
 - b. **Registration in Category "B" (BEE).** Persons who are not the original allotted but have purchased plot/plots/ associate members be registered with FIEDMC in category "B" (BEE) on payment of prescribed registration fee.
 - c. **Registration in Category "C" (CEE).** The Executive Board may grant registration in category "C" (CEE) to person/persons, who through gift/ inheritance, acquire any share/interest in any plot/property allotted initially either to a member of the scheme in category A (AYE) and B (BEE) and pays/pay the fees as prescribed for registration of such persons.
 - d. **Registration in Category "B" (BEE) for Companies/Firms/Organizations/ Establishments/Foreigners etc.** The Management Board may grant Registration in category "B" (BEE) to Companies/ Firms/ Organizations/ Establishments/ Foreigners etc for purchase of plot/plots in their names on payment of prescribed membership fee.

Mode of Payment of Registration Fee/ Prescribed Charges.

8. Mode of payment of registration fee, initial development charges and other charges is either through pay order/ bank draft or pay in slip issued by a bank nominated by FIEDMC. Cheques are not accepted.

Mosque Fund.

9. Every member/ associate member (Muslim only) shall pay a sum of Rs. 10,000/- towards the mosque fund. This fund may be amended as and when required.

Transfer of plots

10. Members can transfer the plots held by them in the following manner:-
- a. From a person registered in category "A" (AYE) or any other category or vice versa to each other by paying prescribed fees.
 - b. From a person registered in one of the categories to his legal/ natural heirs on his demise after completion of required legal formalities.
 - c. By means of Gift/ Hiba Zabani Bila Ewaz to legal/ natural heirs to wife, son, daughter, father or mother or to any one he wishes, on payment of prescribed transfer fee.

Transfer Formalities

11. The members desiring to transfer his/her/their plot, share and interest therein shall have to personally, or through his/her/their attorney (as mentioned in Para 10 below), appear in FIEDMC before the authorized officer. The formalities required to be completed for affecting the transfer of plot are as under:-



- a. All outstanding dues of the plot have to be cleared. (Specimen application for obtaining outstanding dues attached Annex "A").
- b. No Demand Certificate be obtained after payment of dues. (Annex B)
- c. An undertaking related to payment of development charges and taxes is required to be given by the purchaser on non-judicial paper, which shall be duly attested by an Oath Commissioner. (Specimen attached Annex "C").
- d. An affidavit by the purchaser on non-judicial stamp paper regarding the no. of plot/plots, which he is holding, in the scheme. (Specimen attached Annex "D").
- e. An application is to be addressed to the Chief Operating Officer requesting transfer of the plot to another member (Specimen attached Annex "E").
- f. Request for transfer of the plot by seller is to be made on affidavit to be executed on non-judicial stamp paper, which shall be duly attested by an Oath Commissioner. (Specimen attached Annex "F").
- g. Transfer Affidavit alongwith two photo copies duly attested by Oath Commissioner.
- h. Payment of Transfer fee, as prescribed in state of dues obtained from Account Office FIEDMC. Application for obtaining outstanding dues (Specimen attached Annex "A")
- i. Original allotment letter and allocation letter of plot is required to be furnished for cancellation, so that a new letter is issued on the name of transferee.
- J. At the time of transfer member is required to return his membership card for cancellation.

Transfer Facilities for Person Residing Abroad

12. In case transferor is residing abroad and is unable to visit the office of FIEDMC for transfer of his/her plot, he/she may obtain approval of the competent authority for transfer of his/her plot, on Special Power of Attorney. (Specimen attached Annex "G") In case of serving person the application for transfer of plot on Special Power of Attorney will be recommended by the superior officer of the applicant.

Urgent Transfer

13. Once these formalities are completed, the case after due processing and scrutiny is put up to the CEO for his/her final approval. Thereafter, transfer order is issued both to the transferor and the transferee in 15 days time.

Members desirous to get the transfer letter urgently (within 72 hours) will get the transfer order by depositing Rs 5000.00 (may be amended as when required) as urgent fee.

14. A "No Demand Certificate" Will be obtained from Secretary through finance department. This is issued after clearance of all the outstanding dues pertaining to the plot and payment of transfer/registration fee as prescribed. Following documents be attached with the application:-

- a. Original allotment letter.
- b. Request for No Demand Certificate (Specimen attached Annex "B")
- c. Transfer affidavit by the seller including two photo copies duly attested by Oath Commissioner. (Specimen attached Annex "F").



- d. Undertaking by the purchaser for additional charges, dues, taxes on non-judicial stamp paper of RS 20/- duly attested by Oath Commissioner. (Specimen attached Annex "C").
- e. Application for Membership of the Purchaser.
- f. Two passport size photographs of the purchaser.
- g. Photo copies of NICs of the seller, purchaser and two witnesses of sale agreement.
- h. State of dues paid alongwith receipt in original obtained from finance department of FIEDMC.
- i. Agreement to sell a plot on non-judicial stamp paper of RS 100/- duly attested by Oath Commissioner. (Specimen attached Annex H"H-1)
- j. An affidavit by purchaser that he/she shall construct /install industrial unit/business within prescribed period. (As may be specified by the BOD).

Transfer of Plot by Means of Gift/ Hiba to Legal Heirs/ Any Person

15. Members of any category can gift the plots held by them in the following manner:-

- a. As per Muslim as well as Ordinary Law for the time being enforced in Pakistan, a person can gift away his/her property to his/her wife, son, daughter, father, mother or to anyone he/she wishes.
- b. Half of the normal transfer fee shall be charged in case the gift/hiba is made in favor of wife, son, daughter, or parents.
- c. Normal transfer fee (as prescribed by BOD) will be charged if gift/hiba is made in favor of person other than as mentioned in sub Para "b".
- d. The gift deed for transfer of plot is to be executed on non-judicial stamp paper of value Rs. 100/- (specimen attached Annex "J").

Transfer of Plot/Plots On the Death of Person Registered in Any Category

16. Some relevant definitions are as under:-

- a. **Legal Heirs.** Mean lineal ascendants/ descendants including parents, wife, and children and, in case there is no wife and children, then real brothers and sisters.
- b. **Next of Kin.** Means a person who is appointed as nominee of the property. The term NOK is not recognized in eyes of Muslim Personnel's as well as ordinary Law for the time being enforced in Pakistan, as law believe in immediate distribution of estates of the deceased among the legal heirs. However a person if appoints his NOK, such nomination does not grant any right to the subject property as per law and he/she is just an administrator of the same till such time it is distributed to the legal heirs of deceased. The appointee is at liberty to change the nominee. (Specimen attached Annex "L"). Transfer of plot/plots to any of the legal heirs on the demise of a member registered in any category is made on completion of legal formalities and clearance of outstanding dues. The legal heirs should inform FIEDMC about the death of the member alongwith copy of death certificate duly attested. The legal heirs are also required to furnish the following documents:-



- (1) Succession Certificate (issued by the Civil Court or Varasat Nama from Tehsil Office of respective area are Declaratory Degree by Court.
- (2) Surrendering of right certificate by adult legal heirs in favour of any one of the legal heirs if he/she so desire (Specimen attached Annex "M").
- (3) Guardianship certificate in case legal heir/heirs are minor, as defined in Guardian & Ward Act 1890 (Female- less than 16 years & Male less than 18 years).

For Widow/Widower Transfer

- 17.** Following documents are required to transfer the plot in the name of widow/widower:-
- a. Application by widow/widower to transfer the plot on her/his name as the widow/widower of deceased. (Specimen attached Annex "K").
 - b. Succession Certificate from Civil Court or Virasat Nama from Tehsildar Office, (showing the legal heirs including parents) in whose jurisdiction the widow/widower are residing.
 - c. Death Certificate of deceased duly attested by the issuing authority.
 - d. In case of minor children, Guardianship Certificate from the guardian and Ward Court.
 - e. Affidavit from major legal heirs including parents of deceased duly executed and attested by Oath Commissioner alongwith their NIC copies regarding surrendering their rights in favor of their mother/father or anyone among the legal heirs for subject transfer/correspondence with FIEDMC. (Specimen attached Annex "M").
 - f. Undertaking by the widow/ widower (Specimen attached Annex "N").
 - g. In case of widower transfer, legal heirs include, husband, lineal descendents and mother of deceased.
- 18.** Since father is natural guardian unless barred by court, therefore in such cases there is no need of furnishing Guardianship Certificate for transfer of subject plot on the name of widower. For further sale of the plot, however, permission of Guardian Court will be required as law protects the rights of minor/lunatic. Property of minor cannot be disposed off without permission of court or until minor attains the age of majority. Same goes for sub para 15 d mentioned above.

Transfer By Members Suffering From Physical Disability/Legal Restraint

- 19.** Members desiring to transfer their interest/plot, if suffering from a disease, physical disability to appear in person or legally restrained by court/law enforcing agencies and not allowed by such authorities to visit FIEDMC, shall write an application duly endorsed and recommended by such authorities to Chief Operating Officer requesting for transfer of their interest/plot. On receipt of such application, the Secretary may order the execution/ completion of documents on case to case basis and allow their attorney to represent, fulfill all formalities on their behalf and appear before Transfer and Record Officer to affect such transfer.

Holding of Plots

20. A member is permitted to have any number of plots on his/her name. Member for purchase of each plot will furnish an affidavit regarding the number of his/her plot/plots in FIEDMC. (Specimen attached Annex "D"). On purchase of each plot, the purchaser would be charged full rates (Membership/ Transfer fee).

For Mortgage Facility

21. Any member of the FIEDMC, who is desirous to get loan against his plot in the Industrial Estate shall:-
- Furnish an application for obtaining NOC/NEC addressed to Chief Operating Officer FIEDMC. (Specimen of NOC/NEC attached Annex "O").
 - Have final allotment letter on his/her name and all dues cleared.
 - Provide mortgage deed in original.
 - On securing loan from any loaning agency, the member as well as the loaning agency is bound to get the plot lien marked by FIEDMC.
 - Furnish an affidavit/ undertaking to the effect that until the mortgage period is matured and mortgaged plot set free of encumbrance, he/she will not further alienate or mortgage the said plot to any one.
 - On completion of mortgage period or remitting mortgage consideration to the mortgagee, he/she will furnish a certificate for non-encumbrance duly received from loaning agency.

Note: - All these documents will form part of original file.

Final Allotment Letter

22. Any person who has submitted all dues of plot, has installed industrial unit and desires to collect final allotment letter, he/she shall receive it personally. In case if he/ she is not in Pakistan or unable to visit FIEDMC due to reasons beyond his/her control, he/she shall furnish a Special Power of Attorney executed on Rs. 500/- valued stamp paper (may be amended as and when required under Court fee Act/Registration Laws), duly attested by an Oath Commissioner in favor of person to whom he/she requires/ appoint his/her attorney on his/her behalf. If executed abroad, the special power of attorney will be duly endorsed by concerned embassy and affixed with stamp duty by registration authority in Pakistan. (Specimen attached Annex "G").

OR

Give authority letter for collecting allotment letter under this para. Whatsoever the case may be, the owner is required to pay fee of Rs. 4000/= (may be amended as and when required).

23. In Special Power of Attorney, the executor shall submit the reason that why he/she is unable to visit FIEDMC. If reasons given are found unacceptable, Chief Operating Officer may in exercise of his discretionary powers, disallow the receipt of allotment letter by such special attorney.



General Power of Attorney (GPA)

24. In case GPA is given for transfer of plot, a validity certificate for its validation from concerned Sub Registrar office shall be required for processing the case to obtain approval for transfer on GPA by competent authorities, The validation so received shall remain in force for one month. Any GPA, if executed out of Pakistan, shall be countersigned by the consulate authorities of respective country. On receipt of said instrument in Pakistan, it is required to be attested by Foreign Office prior to producing it before Registrar for imposition of stamp duty and Registration under Registration Act (within four months of its receipt). In case purchaser or seller is residing in foreign country and is disabled under the Law or otherwise to visit Pakistan and appear before sale/transfer officer in person, he/she is required to sign all the sale/ transfer documents as mentioned in Para 9 of this hand book. He/she may appoint a special/ general attorney to represent him/her before sale/ transfer authorities FIEDMC provided above mentioned formalities (with respect to general/ special power of attorney) are fulfilled.

Note:- In case General Power of Attorney is given for purchase of plot, it shall be executed on a stamp paper of value of RS.1000/- (may be varied if required under the Law) and shall be registered in the office of Sub Registrar having territorial jurisdiction of said area where property situates.

Issue of Duplicate Allotment Letter in Case the Original has Been Lost

25. Any member who loses his original allotment letter and desires to obtain the duplicate letter from FIEDMC, he/she shall furnish/fulfill the following requirements:-
- a. Copy of FIR/ Roznamcha (on prescribed form) of Police Station duly attested by the SHO with whom the FIR is lodged.
 - b. Advertisement in two newspapers (English-Urdu) regarding the misplacing of original allotment letter. These advertisements shall be attached with the file which is submitted in FIEDMC office.
 - c. Application for permission of issuance of duplicate allotment letter.
 - d. Deposit of fee (As prescribed by the BOD) for issuance of duplicate allotment letter.
 - e. Affidavit regarding misplacement of original allotment letter and for the declaration of statement mentioned in it. This affidavit shall be on non judicial stamp paper of Rs.20/- duly attested by Oath Commissioner. (Specimen attached Annex "P").
26. Any member who desires to obtain duplicate allotment letter on the ground that his/her original allotment letter has been destroyed by burning due to accidental fire or any natural calamities, where FIR cannot be lodged/registered, shall furnish an application along with affidavit to this effect and Bank Draft of RS. 5000/- (for issue of duplicate allotment letter). The competent authority may issue duplicate allotment letter if satisfied.

SALE DEED AND TRANSFER

- 27.** On completion/ installation of industry, Sale Deed will be executed on stamp paper of appropriate value provided by the member. FIEDMC will extend necessary help to the member respecting registration of sale deed with registration authorities and effecting mutation in the revenue record at his cost. All sale deeds/transfer of plots shall be routed through FIEDMC. Sale and transfer department on payment of transfer fee at the ratio perscribed by FIEDMC. Necessary ammendments respecting said transfer of ownership will be made in record maintained by FIEDMC.

Note: Specimen of agreement to sell a plot and bian are attached as Annex H and H-1

From: (Owner)

To: Finance Department
FIEDMC, East Canal Road, Zia Town
Near Kashmir Bridge
Faisalabad.

Subject: Request for Outstanding Dues: Membership No.

Phase _____ Plot No _____ Street _____ Sector _____

Situated in _____

Sir,

I intend selling my plot allotted to me by FIEDMC to Mr./Mrs./Miss/M/S _____
s/w/d/o _____ who is already member/associate member/not
a member of FIEDMC vide MS No _____ having _____ plots in the Estate.
Therefore, I request you to please intimate the dues against me along with the dues to be paid by the
purchaser.

Thanking you

Yours Faithfully

From: _____

To: **The Secretary**
FIEDMC, East Canal Road, Zia Town
Near Kashmir Bridge
Faisalabad.

Subject: **Request for Issue of No Demand Certificate – Membership No.**

Sir,

The dues against my plot mentioned above including the transfer fee have been paid vide FIEDMC receipt Number _____ dated _____. It is, therefore requested that NO DEMAND CERTIFICATE may kindly be issued for transfer of Membership/Plot in my name.

Thanking you.

Yours Faithfully,

REPORT/REMARKS

ACCT OFFICER _____

TECHNICAL OFFICER _____

LAW OFFICER _____

SECRETARY _____

UNDERTAKING BY THE PURCHASER FOR TAXES/DUES

I,.....s/d/w of.....(Religion) Adult, NIC No.....
.....Resident of.....in possession of my full faculties and senses and of my free will and without any coercion or duress do hereby solemnly affirm and declare as under:-

1. That I am a member of FIEDMC..... vide Membership No..... dated..... and I have purchased a plot no....., street..... sector..... / the rights of a plot measuring
2. That at the time of purchase/transfer of the above mentioned plot I did not pay any tax (Central/provisional) like CVT, property tax etc.
3. That I will pay all the taxes (Central/provincial) like CVT or any other such tax or fee which an owner of a plot in FIEDMC is required to pay now or at any later stage.
4. I am signing with my own free will and under no coercion. Failing non-compliance of the decision of FIEDMC, I understand that all services will be disconnected alongwith cancellation of membership and allotment of plot.
5. Certified that since the development charges deposited by me at the time of transfer of plot on my name are provisional therefore, I am prepared to pay any variation in development charges on demands.
6. I undertake to abide by all the rules/regulations of FIEDMC and any addition/amendments etc made therein bylaws from time to time by the BOD.
7. I will NOT make any addition/alteration in the approved map or building so purchased without prior approval from the Planning and Building Control Department/Engineering Wing of FIEDMC. In case any change/shifting like electric poles, telephone poles and manholes etc is necessitated as per my requirement, it will be done after approval by FIEDMC and at my risk and cost if feasible (Applicable when construction is completed).
8. That I undertake to abide by all requirements of NEOS. I will ensure that tax/other dues due to be paid to the FDA/Provincial/Federal are paid by me.

Verification

Verified on oath at this.....day ofthat the contents of the above are true and correct to the best of my knowledge, Information and belief, and nothing has been concealed therein.

ATTESTED

PURCHASER

Note: - To be typed on Rs. 20/- stamp paper duly attested by Oath Commissioner.

AFFIDAVIT FOR NUMBERS OF PLOTS BY PURCHASER

I, s/w/d/o..... r/o.....
holding NIC No.....do hereby solemnly affirm and declare as under:-

1. That I have purchased/allotted following plots in various Estate of FIEDMC:-
 - a. Plot No.....Street.....Sector.....
Estate.....MS No.....
 - b. Plot No.....Street.....Sector.....
Estate.....MS No.....
2. That this plot No.....Street No.....Sector.....
situated in is my First/Second/Third plot.
3. That I have read, fully understand and aware of clause 18 FIEDMC Bylaws "That A member/associate member is permitted to have..... No. of plots in his/her name at one time" as given in FIEDMC Bylaws.
4. That I am not holding more than plots in my name including this plot.

Purchaser's Sign

Name

NIC No

Verification

Verified on oath/affirmation at Faisalabad on thisday of 200..... that all the contents of above mentioned affidavit are correct and true to the best of my knowledge and belief, and nothing has been concealed, and if any misrepresentations are proved at any stage, FIEDMC reserves the right to cancel plots found in excess.

Purchaser's Sign

Name

NIC No

Note:-To be typed on Rs. 20/- stamp paper duly attested by Oath Commissioner. Person on behalf of company shall give his designation and name of company.

APPLICATION FOR TRANSFER OF PLOT

To: **The Chief Operating Officer
FIEDMC, East Canal Road, Zia Town
Near Kashmir Bridge
Faisalabad.**

Subject: **Transfer of Rights/Plot/ of Membership Number.....**

Dear Sir,

1. I have sold my rights related to Membership Number/Plot No Situated in Estate..... to Mr/Miss/Mrs S/D/W of resident of.....
2. I have executed the following necessary Transfer Papers which are appended below, for further necessary action and office record of FIEDMC:-
 - a. Original Allotment Letter, and Allocation Letter of plot.
 - b. No Demand Certificate.
 - c. Transfer Affidavit by seller including two photocopies duly attested by Oath Commissioner.
 - d. Undertaking by the purchaser for additional charges, dues/taxes on stamp paper of Rs. 20/- duly attested by Oath Commissioner.
 - e. Application for Membership / Associate Membership of the purchaser.
 - f. Affidavit by purchaser about number of plots
 - g. Request for issue of No Demand Certificate.
 - h. Two passport size photographs of the purchaser (Colored).
 - J. Photo copies of NICs of the Seller, Purchaser and Witnesses.
 - k. State of dues paid along with receipt in original obtained from Account Office of FIEDMC.
 - i. Agreement to sell a plot on stamp paper duly attested by oath commissioner.
3. Kindly transfer the above said rights / plot in the name of.....In future all correspondence related to the above membership /plot shall be done directly with her/him at the given address.

Thanking you.

Yours Faithfully
(Signature of the Seller)

Membership No.....

Date.....

Witnesses (Name, address and NIC No)

- 1.
- 2.

**AFFIDAVIT BY THE SELLER
(SPECIMEN)**

I.....S/W/D/O.....
Religion. Adult, resident of....., in possession of my full faculties and senses and free will and without any coercion or duress do hereby solemnly affirm and declare as under: -

That I am a member of FIEDMC Industrial State vide Membership No.....dated....., Plot No....., Street No....., Estatesituated in.....

That by virtue of the provisions of bylaws of FIEDMC, I hereby return the original Membership, allotment/ transfer letter No,.....dated..... for cancellation and relinquish the said allotment of plot in favor of S/D/W of..... resident of.....Holding NIC No.....Membership/Associate membership No.....

That having relinquished the plot to the above said Estate for allotment to S/D/W ofthe plot be handed over to conferring exclusive ownership rights and possession of the plot upon the request of the above said transferee.

That I affirm and declare that the name of(Purchaser) should be entered in the record books of FIEDMC, as the owner of the aforesaid property.

That I solemnly declare that after the plot is transferred in the name of purchaser, I and my any successor shall have no right, title or interest in the said property and (Name of purchaser) is the exclusive owner of the same since today.

That I understand that having transferred my said Membership/ Associate membership of the plot, I cannot claim another plot or a second allotment of a plot in FIEDMC against same membership.

That prior to this transfer of membership/ plot, I have not sold/ transferred by any means whatsoever this Membership No/plot to any other person.

That whatever is stated above is true to the best of my knowledge and belief.

DEPONENT

Verification:-
Verified on Oath at this day ofthat the contents of the above affidavit are true and correct to the best of my knowledge, information and belief and nothing material has been concealed there from.

DEPONENT

Note: To be typed on stamp paper of Rs. 20/- dully attested by the Oath Commissioner. In case of company give designation.

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That I,.....S/W/D/O.....caste.....Religion..... Resident of.....
.....holding NIC No.for purchasing of plot No
Street No..... Estate do hereby appoint, make and constitute
Mr./Mrs./Miss.....S/W/D ofreligion
.....caste..... resident of.....holding NIC No
.....my special attorney in my name and on my behalf to do or execute all or any
of the following acts or things in connection with said plot and in particular.

- a. To purchase a plot/property on my name and sign and execute all necessary documents in this regard.
- b. To submit and sign application for NDC.
- c. To deposit all dues, expenses, membership fee etc and obtain receipt.
- d. To appear before Transfer Officer, sign documents/ transfer register and collect allotment letter.

I hereby agree that all acts, deeds and things lawfully done by the said special attorney shall be construed as acts, deeds and things done by me and I undertake to rectify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done for me by virtue of powers hereby given.

Executor
(Signature with Thumb Impression)

NIC No: -

Witnesses

1. Signature and thumb impression
NIC No.....
2. Signature and thumb impression
NIC No.....

Note: - The executor and witnesses shall also submit copy of their NIC. In case of company give authority letter of company.

AGREEMENT TO SELL A PLOT (BAIANA)**Annex H**

BY THIS AGREEMENT TO SELL (Baiana) made on this.....day of.....
between.....
Resident of
holder of NIC No.....(hereinafter called the seller of the one part).

AND

Resident of
Holder of NIC No.(hereinafter called the Purchaser) of the other part.

1. That the seller affirms and confirms the he is the absolute owner in possession of plot no measuring.....situated in Faisalabad, according to copy of Register Haqdaran-e-Zaminvide Khewat No....., Khatooni No..... in Khasra number kila No.....
2. That the seller further affirms and declare that the said plot is free from all encumbrances charges and litigation of all sorts and there is no loan against the said property and if any fault in documents or property accrues, the seller will be liable for the loss.
3. That the seller is selling and the Purchaser is purchasing the above said plot at a price of Rs. / (words) And Rs. / (words) has been paid as advance Baiana by the Purchaser to the seller. Remaining amount of Rs. /(words) shall be paid on or before
4. That the Seller will make himself available and sign all documents when he is called upon to sign by the Purchaser in connection with the transfer of the above said plot and registration of the same in favor of the Purchaser or any of his nominees.
5. It is agreed that seller shall pay all payments regarding the approval of site map (which has been constructed by the seller) and yet the approval for the same has not been granted by the competent authority and still pending.
6. In case the purchaser fails to pay the balance amount within stipulated period his earnest money will be considered as forfeited and in case the Seller refuses or denies to transfer the plot, the Purchaser has right to get execution of Transfer Papers/sale deed through Court or claim, double of the paid earnest money and also expenses incurred in this connection.
7. That the seller further covenants with the Purchaser that he has not entered into any agreement or negotiations of sale concerning the said property with any other individual firm or organization and nor will do so hereinafter.
8. That the Purchaser shall be entitled to enter into an agreement to sell with any other party he likes on the prevalent market value or any other consideration he deems fit and the Seller has no objection to sign the papers for such party during Baiana period.
9. That the Seller and Purchaser hereinafter used shall include their respective heirs, legal representatives, successors, assignees and nominees.

IN WITNESS WHEREOF, the parties hereto mentioned have signed this deed on the date mentioned above.

SELLER.....

PURCHASER.....

NIC NO.....

NIC NO.....

WITNESSES

1.....

2.....

Annex H-1

AGREEMENT TO SELL A PLOT

AN AGREEMENT made on this day of (Month & Year), between Mr/Mrs/Miss S/W/D of Religion adult, NIC No..... resident of..... (hereinafter called the "SELLER") of the one Part.

AND

Mr/Mrs/Miss..... S/W/D ofNIC No. Resident of..... (hereinafter called the "PURCHASER") of the other part.

WHEREAS the parties hereto mutually agree as follow:-

1. That the seller will sell at the total consideration of Rs..... (.....) and the purchaser will buy the rights of membership No....., Plot No....., Street No....., measuring Acre in Estate in FIEDMC allotted/transferred vide FIEDMC letter Number..... dated.....
2. That the purchaser has paid and the seller has accepted and hereby acknowledge the receipt of the entire sale consideration i.e. Rs..... (.....)
3. That the seller will make himself/herself available and sign all documents, which he/she is called upon to sign, execute and confirm by FIEDMC or the purchaser in connection with the transfer of the said plot in favour of the purchaser.
4. That seller has delivered/handed over all original documents to title/allotment/ transfer to FIEDMC to enable purchaser to finalize sale/transfer in his favour.
5. That terms "Seller" and "Purchase" herein before used shall include their respective heirs, legal representative, and successors, assigned and nominated.

IN WITNESS WHEREOF the parties here to mentioned have set their respective hands on the date and year above mentioned.

SELLER
(Name, NIC No, Signatures & NIC copy)

PURCHASER
(Name, NIC No, Signatures & NIC copy)

Witnesses

(Name, signatures, NIC copy)

(Name, signatures, NIC copy)

Note:-To be typed on Rs. 100/- stamp paper duly attested by Oath Commissioner.

GIFT DEED (FOR LOVE AND AFFECTION)

I,..... s/w/d of..... resident of.....
Religion, adult, holding NIC No in my full faculties and senses, with
my free will, without any coercion and duress, do hereby declare that:-

I am bonafide member of FIEDMC, vide membership No..... dated..... and I was
allotted a plot bearing No.....street No in Estate_____ of FIEDMC, measuring
approximately or thereabout in the said Industrial Estate.

That this Gift Deed is made on theday ofbetween (owner name) _____
(hereinafter called "the Donor") of the one part and Mr/Mrs/Miss S/D/O
.....holding NIC NO (hereinafter called " the Donee") of the
other part.

WHEREAS the donor out of his/her natural love and affection for..... S/W/D/O.....,
the donee, is desirous of making gift of the said property to him/her.

NOW THIS DEED WITNESSETH:-

1. That in consideration of the natural love and affection of the donor for the donee, the donor hereby gifts the above described property to the donee free from all encumbrances.
2. That all the property described above, after this gift, shall be in the name of donee absolutely forever and donor shall have no right, title or interest in said property.
3. That donee hereby accepts the said gift.
4. That donor solemnly affirms and declares that the name of the donee should be entered in the record of FIEDMC as the owner of the said plot/property.
5. That donor understand that by having transferred said plot to the donee, he cannot claim another or a second allotment of plot in the said scheme against same membership.
6. The donee in the presence of WITNESS whereof accept the gift.

IN WITNESS WHEREOF the above said donor and donee have set their hands to this deed on the date first above mentioned.

DONOR

(Name, Sig, NIC No & its photo copy
with thumb impression)

DONEE

(Name, Sig, NIC No & its photocopy
with thumb impression)

Witnesses

1. (Name, sig, NIC No & its photo copy)

2. (Name sig, NIC No & its photo copy)

Note: - To be typed on Rs. 100/- stamp paper and shall be registered in the office of the
Sub-Registrar.

WIDOW/WIDOWER TRANSFER APPLICATION

From:

To: The Secretary
FIEDMC.

Subj: **Widow/Widower Transfer - Plot No.....Street.....Sector.....**
Estate..... Situated in.....

1. It is submitted that my husband/wife /Company Name..... was allotted above said plot vide letter no..... dated..... Unfortunately he/she has expired on..... Death cert enclosed (duly attested). He left behind following legal heirs under ordinary/sunni/shiah law.

Relation	Name	NIC/Registration No
a. Father
b. Mother
c. Wife/Wives
d. Son/sons
e. Daughter/daughters

2. I affirm on oath that contents of this application are true and correct to the best of my knowledge and belief and there are no other legal heirs of the deceased. The legal heirs of the deceased have no objection on transfer of said plot on my name which allows me to correspond with FIEDMC. All the relevant documents are attached as required vide para 17 of Booklet.
3. It is therefore requested that above said plot may please be transferred on my name/on name of legal heirs as joint owner.
4. Your co-operation in this regard is solicited, please.

Yours Sincerely

Name: -

NIC No: -

**AFFIDAVIT
(FOR CHANGE OF NOMINATION)**

1. I, Son / Daughter / Wife of Resident of
..... NIC do solemnly
declare that I am the sole owner of Plot No. vide membership No
..... in FIEDMC scheme. I had nominated Mr/Mrs/Miss
Relation Resident of NIC No
as my nominee in my original application for the property mentioned above.

Now, I being in my full senses, at my free will, without any duress and coercion, hereby cancel my
nomination in respect of Mr/Mrs/Miss from this day
of(Month) 2003 onward Mr/Mrs/Miss..... shall not be constituted as
my nominee for said property.

2. That I hereby appoint and constitute Mr/Mrs/Miss
RelationResident ofNIC No.....
as my nominee for said property in place of Mr/Mrs/Miss

3 .That my other legal heirs, successors and representatives have no objection over my decision to
appoint and constitute Mr/Mrs/Missas my nominee to correspond
with FIEDMC with regard to above property.

.....
Deponent
Name.....
NIC No.....

VERIFICATION

Certified that the above contents are true to the best of my knowledge and belief.

.....
Deponent
Witness No 1.....
Name..... NIC No.....
.....
Nominee.....
NIC No.....
Witness No 2.....
Name..... NIC No.....

Annex M

AFFIDAVIT FOR SURRENDER OF RIGHT TO THE PROPERTY IN FAVOUROF WIDOW/WIDOWER OR ANY ONE AMONG LEGAL HEIRS.

I,..... son/daughter/ mother /of..... Religion..... adult, Estate.....resident ofholding NIC in the presence of my full faculties and senses, free will and without any coercion or duress, do hereby declare that:-

1. That I am legal heir (relation) son/ daughter/father/mother/brother/sister of deceased
2. That my..... (relation with deceased) was allotted a plot No. Street..... sector.....Estate.....measuring..... vide allotment letter No.....dated.....
3. That I, being legal heir of the deceased, surrender my right in above mentioned property in favor of (Name), my (relation)..... and shall have no objection on transfer of said plot on his/her name.
4. That I also empower my(relation) to correspond with FIEDMC further sell/ alienate said property to anyone. In future I or my successor shall have no legal right to claim any compensation regarding said property.

DEPONENT

That the contents of the above affidavit are correct to the best of my knowledge and belief and nothing has been concealed therefrom.

Verified on oath at..... On thisday of

DEPONENT

Signature_____

Name_____

NIC No _____

Note: - To be typed on Rs. 20/- stamp paper duly attested by Oath Commissioner.

UNDERTAKING BY THE WIDOW/WIDOWER

I,.....Widow/widower of, Religion, adult, NIC No....., resident of in possession of my full faculties and senses and of my free will and without any coercion or duress do hereby solemnly affirm and declare as under: -

1. That I am widow/widower of Mr./Mrs. who owned a plot No.....Street.....Estate.....Membership
2. That by virtue of his/her death, subject property is transferred on my name.
3. That I am a member of FIEDMC vide membership noand I have been transferred plot bearing Plot No (New Plot No.....) measuring or thereabout in the said Estate.
4. That at the time of transfer of above-mentioned plot I did not pay any tax (central/provincial) like CVT, property tax etc.
5. That I will pay all the taxes (central/provincial) like wealth tax, CVT or any other such tax or fee which an owner of a plot in FIEDMC is required to pay now or at any later stage.
6. That I am prepared to pay any variation in development charges on demand.
7. I undertake to abide by all the rules/regulations of FIEDMC and any addition/amendments etc made therein from time to time.
8. I will NOT make any addition/alternation in the building without prior approval from the Technical Department, FIEDMC. In case any change/shifting like Electric Poles, Telephone Poles and Manholes etc is necessitated as per my requirement, it will only be done after approval by FIEDMC and at my risk and cost if feasible (Applicable when construction is completed).
9. I will ensure that all taxes/other dues due to the FDA/Provincial/Federal Government are paid.
10. Copy of rent agreement if present is rented out will be sent to the office of FIEDMC. That I am signing with my own free will and under no coercion. Failing non-compliance of the decision of Instructions of FIEDMC, I understand that all services will be disconnected along with Membership/Associate Membership.

DEPONENT

Verification:

Verified on Oath at this.....day of 200..., that the contents of the above affidavit are true and correct to the best of my knowledge, information and belief, and that nothing has been concealed therein.

DEPONENT

Annex O

NON ENCUMBRANCE CERTIFICATE

Records of this office from _____ To _____ have been consulted and no entry showing any encumbrance on property is found against following:-

Detail of plot :
Measuring :
Situated :
Owned By :
Resident atduring the said period.

Head of sale/transfer department

Secy

PERMISSION TO MORTGAGE/ASSIGN

1. Certified that, member/Associate Membership No.....resident of, is the owner of Plot No..... Street No..... Sector No..... Phase..... measuring, sq Yards.
2. The FIEDMC has no objection to the mortgage/assigning of the above mentioned plot/building constructed thereon, with (name and address of the bank/Agency) for the purpose of obtaining loan for construction on the said plot or for any other purpose, subject to the condition that **FIEDMC** Authorities, whatsoever has no objection for payment/ re-payment of the loan so granted.
3. This NOC is valid for six month only i.e.....2004 or obtaining loan. If no loan is obtained against this NOC within six months, then this NOC will stand cancelled automatically. The plot owner must inform the Society within six months, about the grant or otherwise, of the loan.
4. It is the responsibility of the plot owner/Loaning Agency to get the lien marked on the *Original allotment letter/sale deed from the Company office, failing which this NOC will be considered invalid.

Case No.....

To:

Copy to.....

Secretary FIEDMC

A F F I D A V I T

(For submitting in FIEDMC)

I..... s/d/w/o r/o
.....holding NIC No , in possession of my full
faculties , senses and of my free will and without any coercion or duress do hereby solemnly affirm and
declare as under:-

That I am a bonafide member/associate member of FIEDMC vide membership
No. Dated.....

That I am the owner of Plot No....., Street No Sector No.....,
Estate , measuring vide letter No.....dated.....

That the original allotment letter of above mentioned Plot had been lost somewhere and an intimation/FIR
regarding loss of letter was lodged in Police station concerned. This office issued a certified photo copy
of the same (copy attached).

That I declare that I have never applied for obtaining any duplicate allotment letter.

That in case the contents of this affidavit on verification form record or otherwise are found to be
incorrect, the allotment made in my favor shall stand cancelled and amount deposited shall be forfeited
by the FIEDMC, besides disqualifying me as member of Industrial Estate. This action shall be without
prejudice to any other legal action which FIEDMC takes against me in this regard.

DEPONENT

Verification

Verified on oath on the day of.....2004 that the contents of this
affidavit are correct to the best of my knowledge and nothing material has been kept concealed therefrom.

DEPONENT

Note: - To be typed on Rs. 20/- stamp paper duly attested by Oath Commissioner.

Making Tracks of Success



**FAISALABAD INDUSTRIAL ESTATE
DEVELOPMENT & MANAGEMENT COMPANY**

East Canal Road, Zia Town (Near Kashmir Bridge)
Faisalabad - Pakistan.
Tel: +92 41 8523105-7 • Fax: +92 41 8522884
E-mail: fiedmc@fiedmc.com.pk



Owned by: Govt. of the Punjab