

Marble City Risalpur Application for Transfer of Plot Submission Receipt



PASDEC

File No: _____

Date: _____

Name: _____

Plot No: _____

CNIC / Passport No: _____

Cell no: _____

Received by

Applicant's Signature

Following Documents are required to be submitted for the transfer of plot

Sr. No	New Allottee / Transferee's Documents	Existing Allottee / Transferor's Document	Optional Documents
1	Request for Transfer of Plot <input type="checkbox"/>	Request for transfer of plot & outstanding dues <input type="checkbox"/>	Authority letter for dues
2	Undertaking on Rs. 20 stamp paper duly notarized as per specimen provided <input type="checkbox"/>	Affidavit on Rs. 20 stamp paper duly notarized as per specimen provided <input type="checkbox"/>	General power of Attorney
3	Two photocopies of computerized valid CNIC <input type="checkbox"/>	Two photocopies of computerized valid CNIC <input type="checkbox"/>	Undertaking for missing documents
4	One passport size photograph <input type="checkbox"/>	Original Acceptance Letter of the Allottee & Original payment receipts <input type="checkbox"/>	
5	Signed copy of terms and condition <input type="checkbox"/>	DD / Pay order of 3% of plot price <input type="checkbox"/>	

Note: In case of non-pursuance for transfer of plot by the Existing Allottee / Transferor transfer fee will be charged and file will be closed.

Application for Transfer of Plot Submission Receipt



PASDEC

File No: _____

Date: _____

Name: _____

Plot No: _____

CNIC / PP No: _____

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Applicant's Signature

Note: In case of non-pursuance for Transfer of plot by the Existing Allottee / Transferor transfer fee will be charged and file will be closed.

Request for Transfer of plot

Date: _____

The Estate Manager / Manager Customer Services,
Marble City Risalpur

Subject: Request for transfer of plot and clearing of Outstanding Dues

Sir,

I _____ S/D/W/O _____

Resident of _____

CNIC/Passport _____ hereby request for transfer of plot No. _____

Plot size _____ to _____ S/D/W/O _____

CNIC/Passport No _____ Resident of _____

It is requested to complete all procedures for transfer of my allocation in the above mentioned name and inform me about the outstanding dues till to date.

Thanking you,

Yours sincerely

Name _____

Signature _____

Existing Allottee / Transferor

Affidavit

I _____

S/o _____ Holder of CNIC/Passport _____

Resident of _____

- 1- That I have been allocated plot no _____ of _____ plot size in _____ category at Marble City Risalpur vide Application No. _____
- 2- That by virtue of the provisions of Terms & Conditions of PASDEC Marble City Risalpur, I hereby return the original Acceptance letter, Original Payment Receipt(s) and other documents and apply for transfer of above said plot in favor of _____
S/W/D of _____ Resident of _____

- 3- That I have no objection/claim if the allocation is transferred in the name of New Allottee / Transferee.
Holding CNIC/Passport No. _____
- 4- That I affirm and declare that the name of _____ should be entered in record of Marble City Risalpur as the New Allottee / Transferee of the aforesaid plot.
- 5- That I have not entered into any deal overtly or and covertly for the above plot with any other person/ party.
- 6- That my Plot No. _____ is not mortgaged/ pledged and it is free from all sorts/ kinds of encumbrances and litigations.
- 7- That the I have paid all dues, taxes , assessments, cess any other Govt. tax payable in respect of the said plot are up to the date of these presents, which if not so paid, then the myself alone shall be liable for the payment thereof.
- 8- That whatever is stated above is true to the best of my knowledge and belief.

DEPONENT

Verification

Verification on oath at _____ day of _____ 2015 that the contents of above affidavit are true and correct to the best of my knowledge and nothing has been concealed or suppressed.

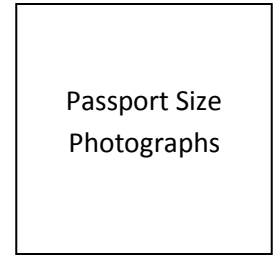
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New Allottee / Transferee

Request for Transfer of plot

Date: _____

The Estate Manager / Manager Customer Services,
Marble City Risalpur



Subject: Request for transfer of plot under Name _____
Plot No: _____ Plot Size: _____ in _____ category

You are requested to please make changes in the allocation status of Plot No. _____ as under:

Existing Allottee / Transferor

Resident of _____

CNIC/Passport _____

Contact No. _____

New Allottee / Transferee

Resident of _____

CNIC/Passport _____ Res. No. _____ Cell No. _____

Email: _____

Note:

I shall abide by the Terms & Conditions of the Marble City Risalpur and decisions of the PASDEC's management, the Rules & Regulations and Byelaws of the Marble City Risalpur, as amended from time to time.

Thanking you,

Yours sincerely

Terms & Conditions

1. The terms and conditions given in the original Application Form signed by the original/ first allottee of the plot shall prevail *mutatis mutandis*.
2. Transfer of plot will be done upon submission of prescribed transfer charges and clearance of all outstanding dues.
3. Both the parties (transferor and transferee) and witnesses shall sign the application for transfer of plot in person in presence of Transferring Authority. In case a General Power of Attorney is produced by transferor, it should be registered 15 days in advance from sub registrar, and shall be subject to verification by PASDEC's management.
4. The plot shall be used for processing and manufacturing units related to Marble and Granite only.
5. Area of the plot may increase or decrease in accordance with the site plan, and difference in area arising from such change will be accounted for in the total price as per rate prescribed by PASDEC's management.
6. All building plans/drawings shall comply with the bye-laws/regulation of Marble City Risalpur, as may be amended from time to time by PASDEC's management.
7. The project should be completed and commissioned in 24 months from the date of issuance of Provisional Allotment Letter/ Possession Certificate. Failure of New Allottee in such respect, may lead to cancellation of Lease Deed / Sales deed.
8. PASDEC shall issue Certificate of Completion after completion of building as per plan to the satisfaction of PASDEC.
9. The construction plan and construction of building(s), structure(s) and facility(s), shall be approved by PASDEC in accordance with the Building Bye Laws and Building Regulations provided by PASDEC. In the event of any violation in this respect, the New Allottee shall make rectification on his/her cost [including demolishing any part or whole building(s), structure(s) and facility(s)], within such time period as shall be specified by PASDEC, failing which PASDEC reserves the right to revoke the Allotment.
10. Any increase in cost of land / developmental cost of plot due to decision of worthy court / or any other reason shall be borne by New Allottee.
11. PASDEC's management reserves the right to cancel entitlement/allocations/allotments / allocation etc. any time in case of incorrect information, violation of terms and conditions and bye-laws on part of the New Allottee, or any act on his/her part which is construed against the larger interest of the project, or is adversely affecting its goodwill, or sabotaging the interest of public, or threatening or causing physical/mental harm to any staff member of the project.
12. Any additional development cost arising inter-alia, from addition and variation in works or price escalation, as assessed by PASDEC, shall be borne by the New Allottee.
13. All Government taxes, levies and charges shall be solely borne by the New Allottee.
14. New Allottee shall pay to PASDEC the annual ground rent and maintenance charges at the start of each Fiscal Year, as notified by PASDEC. The amount may likely increase as shall be determined by PASDEC's Management. The accumulated maintenance charges of the Marble City will be charged as per the allotted area / land.
15. In case of any delayed payment, New Allottee shall pay to PASDEC surcharge @1% per month of the unpaid amount.
16. All formalities and documentation involved in the transfer of the plot shall be carried out, and expenditure thereof, whatsoever, shall be borne by the New Allottee.
17. All or any approvals required to be obtained for the project and / or for investing in or acquiring a plot at the Marble City Risalpur shall be the sole responsibility of the Transferor.
18. The New Allottee shall ensure compliance with Environmental standards prescribed under the Environmental Law of Pakistan. Failure of New Allottee in this regard may result in cancelation of the plot.
19. PASDEC reserves the right to amend these terms and conditions, as shall be judiciously required from time to time, compliance whereof shall be binding on the New Allottee.

Declaration:

I have read and understood the terms and conditions as stated above and agree to abide by them and the regulation set by PASDEC. In the event of failure on my part in complying with the terms and conditions, and regulations, framed or shall be amended from time to time, by PASDEC, I shall have no right of challenge in respect of any decision of the PASDEC' Management.

Signature

Date

Undertaking

I _____

S/o _____ Holder of CNIC/Passport _____

Resident of _____

Do hereby solemnly affirm and verify and accordingly solemnly undertake on oath that:

- 1- I / we above mentioned deponent hereby state on oath that I have applied for transfer of plot in my name against Plot No. _____ measuring _____ sq.ft. situated in marble City Risalpur from _____ Resident of _____ holder of CNIC _____
- 2- I / we hereby undertake to pay Capital Value Tax (CVT) and Stamp Duty and any other, or pending for payment by the transferor if any, decided by Government of Pakistan at any later stage.
- 3- I / we hereby undertake the responsibility on my behalf (Buyer/ New Allottee/ Transferee) and on behalf of Seller (Existing Allottee/ Transferor) that in case of pay order/Demand Draft etc amounting to Rs. _____ deposited for the entire outstanding dues / on account of installment/surcharge /transfer charges etc for the purpose of transfer of plot against Plot No. _____ are dishonored or found defective for any reason, I will make the payments against defective/dishonored pay order/ Demand Draft. In addition to the above I will also abide by all the Terms and Conditions of allotment signed by First allottee/ transferor at the time submission of application and allocation of plot.
- 4- I / we have read and understood the Terms and Conditions for allotment/sale of plot at Marble City Risalpur incorporated in the Application form and other relevant documentation attached thereto, which shall be considered an integral part of this Undertaking as well and that I / we accept all such terms and conditions without any qualification, with my / our free will and volition thus they shall be binding on me / us at all times.
- 5- During the process of allotment and afterwards, in case the possession of plot so applied by me /us, is delivered to me/us, provisionally or otherwise, pending discharge of my / our financial obligations to the satisfaction of PASDEC, so stipulated in the Application Form or any other documents/conditions appended therewith or prescribed thereafter by PASDEC, I / we shall remain only licensee(s) of PASDEC upon such plot with no rights or proprietary interest created in my / our favor in respect of plot allotted/to be allotted and I / we shall remain obliged and bound to vacate the plot/premises immediately without any let or hindrance, if so demanded by PASDEC for any reason or even without assigning any reason for requiring such vacation. The right of PASDEC requiring me / us to vacate the plot immediately shall be unaffected even in case of any construction and erection or other investment permanent or temporary on the plot by me / us. PASDEC may also exercise such right(s) of forcible dispossession using reasonable force or other measures such as right of forcible entry and other necessary steps, in case of my / our refusal to do the needful, if and when so required, without any judicial process, whereforwhere for I / we hereby waive all our legal defenses including the right to procure any injunctive relief from any court of law and unconditionally permit PASDEC to exercise all rights and take all steps, necessary to execute the aforesaid provision, as and when deems appropriate by it.
- 6- That I / we hereby allow and authorize PASDEC to cancel, rescind or revoke my / our allotment, the transfer of title or the sale of plot, even if fully matured at any stage without giving any prior notice and without assigning any reason, in case the PASDEC to its satisfaction hold me / us in breach or violation of any terms and conditions of the Allotment and Sale including but not limited to breach of any financial obligations, timelines or nature of use of the Plot so allotted or sold upon me / us. Upon the cancellation, revocation or rescindment, PASDEC shall be at liberty to dispossess me / us from the plot and/or the building / structure raised thereupon and reenter upon the premises as a rightful owner without recourse to any Court of law.
- 7- That I / we hereby undertake to meet all the financial and other obligations and liabilities, arising out of the Allotment, Transfer and Sale of the Plot, explained at length in the Application Form or otherwise agreed with PASDEC. In case of

breach of these obligations and liabilities, PASDEC shall be authorized, empowered and allowed to revoke, rescind and cancel my / our allotment, transfer or sale.

- 8- That I / we also hereby declare that I / we have never been in default of any financial facility or obligation, so extended by any financial institution, within the meanings of Financial Institutions (Recovery of Finances) Ordinance, 2001 and bear a clean credit history as I / we have never been adjudged as (willful) defaulter(s) by Competent Forum. I / We further declare that no money decree(s) from a Banking/Civil/Revenue Court is / are passed and outstanding un-discharged against me / us OR if some money decree(s) was/were pending/passed against me / us, I / we have provided the detail thereof to PASDEC. I / we further understand that if any information provided by me / us to PASDEC is found to be untruthful or incorrect at any time or stage, PASDEC shall have the right to cancel, revoke or rescind my allotment, sale or transfer and shall be at liberty to repossess the plot alongwith structures, so build thereupon by me / us.
- 9- That I / We shall follow and comply with the Standard Policy regarding removal of Marble Slurry and construct necessary Silos equipment as per the National Environmental Quality Standards (NEQS) / Directives.
- 10- That I / we hereby also forgo and relinquish my / our rights and undertake not to approach any Court of law in case any dispute or difference that arises at any stage involving me / us, other Allottee(s) and/or PASDEC in respect of the plot so allotted/to be allotted, but rather the matter shall be referable to Arbitration, whereforwhere for Chief Executive Officer PASDEC or any of his nominee shall act as the sole Arbitrator under the provisions of the Arbitration Act, 1940, whose decision on such matter shall be binding and shall have the effect of the rule of court. This Undertaking shall also have the effect of "Agreement to refer" the dispute to Arbitration on my / our behalf.

The undertaking hereby deposed is fully understood by me and is truthfully deposed voluntarily without any duress or pressure.

Verification

Verification on oath at _____ day of _____ 2015 that the contents of above affidavit are true and correct to the best of my knowledge and nothing has been concealed or suppressed.

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PASDEC

Transfer of Plot Confirmation Form

Application No.-----

Date: _____

Existing Allottee / Transferor

_____ S/o / W/o _____

Resident of: _____

CNIC / Passport _____ Plot No: _____ plot of _____ kanal

New Allottee / Transferee

_____ S/o / W/o _____

Resident of: _____

CNIC / Passport _____

New Allottee / Transferee

Signature

Thumb's impression

Exiting Allottee

Signature

Thumb's impression

Contact No: _____

Contact No: _____

Witness

Name: _____

Name: _____

CNIC: _____

CNIC: _____

Signature: _____

Signature: _____

This is affirmed that request for the transfer of plot for Plot No _____ is hereby accepted with the mutual consent of both parties. (This affirms is subject to clearance and approval).

Mable City Department

Finance Department

Audit

Chief Executive Officer