

**AFFIDAVIT BY THE SELLER**  
**(SPECIMEN)**

I, \_\_\_\_\_ son of \_\_\_\_\_, Muslim ,  
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:-

1. That I am a member of Defence Housing Authority Islamabad Phase \_\_\_\_\_ vide  
membership No \_\_\_\_\_ dated \_\_\_\_\_, (this is assured membership number for  
allotment of a plot of 500 sq yds or thereabout in the said scheme)/ for the Plot No \_\_\_\_\_, Street  
No \_\_\_\_\_, Sector \_\_\_\_\_.

2. That by virtue of the provisions of bye-Law no 28 and 29, of DHAI, 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 .....

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

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

5. That I solemnly declare that after the plot is transferee in the name of purchaser O 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.

6. That I understand that having transferee my said Membership/ Associate membership of the  
plot, I cannot claim another plot or a second allotment of a residential plot in Defence Housing  
Authority Islamabad.

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

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

DEPONENT

Verification:-

Verified on Oath at this ..... day of ..... That 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 therefrom.

DEPONENT

**Note:** To be typed on stamp paper of Rs. 20/- dully attested by the Oath Commissioner.

## UNDERTAKING BY THE PURCHASER FOR TAXES/DUES

I \_\_\_\_\_ s/d/w of \_\_\_\_\_ Muslim, Adult, NIC No \_\_\_\_\_ Resident of \_\_\_\_\_ in possession of my full faculties and sense 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 Defence Housing Authority Islamabad Phase \_\_\_\_\_ vide Membership No \_\_\_\_\_ dated \_\_\_\_\_ and I have purchased a plot no \_\_\_\_\_, street \_\_\_\_\_, sector \_\_\_\_\_/the rights of a plot measuring\_\_\_\_\_.
2. That at time of purchase/transfer of the above mentioned plot I did not pay any tax (Central/provincial) like wealth tax. CVT, property tax etc.
3. 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 Defence Housing Authority Islamabad is required to pay now or at any later stage.
4. Copy of rent agreement if house rented out will be sent to the office of Defence Housing Authority Islamabad. Any dispute on rent agreement. The arbitration decisions of the Defence Housing Authority Islamabad (AG's Branch, GHQ) will be final and not challenged in court of law. This I am signing with my own free will and under no coercion. Failing non-compliance of the decision of DHAI, I understand that all services will be disconnect along with cancellation of membership/Associate membership.
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/regulation of Defence Housing Authority Islamabad and any addition/amendments etc made therein bye-laws from time to time by the Managing Committee.
7. I will not make any addition/alternation in the approved map or building so purchased without prior approval from the Town Planning and Building Control Directorate of the scheme. In case my change/Shifting like Electric Poles, telephone Poles and Manholes etc is necessitated as per my requirement, it will be done at my risk and cost if feasible (Applicable when construction is completed).
8. I will ensure that house tax/other dues to be paid to the RCB/RDA/CDA are paid by me. (Applicable on affiliation of scheme with capital development Authority Islamabad/Rawalpindi development Authority/Rawalpindi cantonment board) Purchaser.

### Verification

Verified on oath at this \_\_\_\_\_ day of \_\_\_\_\_ that 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.

**AGREEMENT TO SELL A PLOT**

AN AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ (month & Year), between Mr/Mrs/Miss \_\_\_\_\_ S/W/D of \_\_\_\_\_ muslim adult, NIC no \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter called the “SELLER”) of the one Part.

AND

Mr/Mrs/Miss \_\_\_\_\_ S/W/D of \_\_\_\_\_ muslim adult, NIC no \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter called the “SELLER”) of the one Part.

WHEREAS the parties hereto mutually agree as follow:-

1. That the seller will sell at the total consideration of RS \_\_\_\_\_ (Rupees \_\_\_\_\_) and the purchaser will buy the rights of membership No \_\_\_\_\_, Plot No \_\_\_\_\_, Street No \_\_\_\_\_, measuring \_\_\_\_\_ sq yards in Phase \_\_\_\_\_ in DHAI allotted/transferred vide DHAI Project Directorate letter Number \_\_\_\_\_ date \_\_\_\_\_.
2. That the purchaser has paid and the seller has accepted and hereby acknowledge the receipt of the entire sale consideration i.e RS \_\_\_\_\_ (Rupees \_\_\_\_\_)
3. That the seller will make himself/herself available and sign all documents, which he is called upon to sign, execute and confirm by DHAI 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/allotments/transfer in his favour.
5. That terms “Seller” and “Purchaser” 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, Signature & NIC Copy)

**Witnesses**

1. (Name, Signatures & NIC copy )
2. (Name, Signatures & NIC copy )

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