

[To be attested by Pakistan Embassy abroad & counter verified by Foreign Office  
in Pakistan]

### **POWER OF ATTORNEY**

**THIS POWER OF ATTORNEY** is executed at [place], by **Mr. / Mrs. [name] son / wife of [Father / Husband name] presently residing at [overseas address] having CNIC/NICOP No. [document number]** hereinafter referred to as the ‘**Principal**’.

### **WHEREAS**

- a) The Principal is desirous of purchasing immovable property in Pakistan situated at [address of property] and more particularly described in Schedule hereto (the “**Property**”) by way of obtaining housing finance facility from [**name of Bank having its registered office**] (hereinafter referred as to as the “**Bank**”) (hereinafter referred to as the “**Finance Facility**”).
- b) The Principal understands that in order to purchase the Property through Finance Facility, he / will be required to execute various documents for transfer, registration and creation and registration of mortgage/charge on the Property in favour of the Bank with the relevant Government Offices / relevant Authorities/societies, maintaining record in respect of the Property.
- c) The Principal, presently residing at [**place**], is desirous of appointing an Attorney to act on his/her behalf/represent him in respect of purchase of the Property by the Principal by availing the Finance Facility, transfer of Property in Principal’s name and creation and registration of mortgage/ in favor of Bank and for all connected, incidental and/or ancillary matters thereto.

**NOW THEREFORE**, the Principal does hereby nominate, appoint and constitute [**name**] son / wife of [**father / husband name**], bearing CNIC # [**number**], R/o

[address], (hereinafter referred to as the “**Attorney**”), subject to the limitations contained hereunder, to be the Attorney of the Principal for and on his/ her behalf to do or cause to be done all or any of the following acts, deeds and things:

1. To deal with the seller (the “**Seller**”) of the Property, which includes negotiation of consideration/price of purchase of the Property, mode of payment of consideration/price of Property, due diligence into the title of the Property (through legal counsel or otherwise in the best interests of the Principal), negotiation/execution/signing of agreement to sell (the “**Agreement to Sell**”) with the Seller in respect of purchase of the Property, in the manner, the Attorney deems appropriate.
2. To sign and execute all required deed(s), instrument(s), document(s) in respect of consummation of transaction of sale / purchase of the Property from the Seller to the Principal (the “**Transaction**”), starting from the negotiation of Transaction with the Seller/execution of Agreement to Sell, execution/registration of Sale Deed/lease deed/sub-lease deed/conveyance deed,, transfer the Property in the name of the Principal and its registration with the relevant Government Offices Revenue Offices, Sub-Registrars, Cantonment Board(s), Housing Authorities, Housing Societies, Development Authorities, Cooperative Societies, Military Estate Office (“**MEO**”), Cantonments, Excise & Taxation authorities and / or any other Authority(ies), Societies and relevant departments including Defence Housing Authority (**DHA**) maintaining record of such Property (the “**Relevant Authorities**”) and to create mortgage/charge in respect of the Property in favour of Bank and to get the mortgage registered in favour of the Bank in all records of the Relevant Authorities to the satisfaction of Bank along with marking lien in favour of Bank in respect of the Property in records of Relevant Authorities .
3. To get possession of the Property from the Seller and to hold possession of the Property for and on behalf of the Principal, in the manner, the Principal deems appropriate.
4. To appear before the Relevant Authorities (including but not limited to appoint local commission) in order to consummate Transaction, which includes purchase of Property from Seller in the name of the Principal, execution/registration of sale deed/lease deed/sub-lease deed/conveyance deed, transfer of the Property in the name of the Principal and creation and registration of mortgage/charge in respect of the Property in the name of the Bank along with marking lien in favour of Bank in respect of the Property in records of Relevant Authorities.
5. To sign and execute any document(s) necessary for obtaining original title documents and / or certified true copies of such title documents and any other documents including but not limited to registered sale deed/transfer letter, allotment letter, lease/sub-lease deed/conveyance deed, Site Plans, Approved Building Plans, Non-Encumbrance Certificates, NOC, Permission to Mortgage (“**PTM**”), completion certificate, possession certificate, Fard (for ownership and for creation of mortgage), Mutation, search certificate, ban list confirmation, and any other document, prescribed by the Relevant Authorities (the “**Title**”).

**Documents” or “Property Documents”**) in respect of the Property purchased by the Principal from the Seller by availing the Finance Facility and for creation and registration of mortgage in respect of the Property in the name of the Bank and marking lien over the Property in the name of the Bank in all corresponding records of the Relevant Authorities to Bank’s satisfaction.

6. To inspect records and to obtain copies of such records/Property Documents/Title Documents from the Relevant Authorities, where the record of the Property is maintained and to take such actions / measures to safeguard the proprietary/ possessory rights of the Principal in respect of the Property along with creation and registration of mortgage in respect of the Property in the name of the Bank.
7. To apply for and collect/receive Title Documents and Property Documents from the Relevant Authorities and documents, required by Bank for creation and registration of mortgage/charge in respect of the Property in the name of Bank along with marking lien in favour of Bank in respect of the Property in records of Relevant Authorities.
8. To sign and execute mortgage documents including but not limited to Token Registered Mortgage (TRM), Legal Registered Mortgage (LRM), Memorandum of Deposit of Title Deeds (MODTD), financing documents and security documents (the “**Financing & Security Documents**”) against Finance Facility, as per Bank’s requirements and other required documents and to deposit with the Bank the original Title Documents and Property Documents of the Property and to execute any document on behalf of the Principal as required by the Bank to Bank’s satisfaction for effective creation and registration of mortgage/charge over the Property in favour of the Bank along with marking lien in favour of Bank in respect of the Property in records of Relevant Authorities.
9. To pay all taxes, dues, charges and demands in respect of the Property and pay the capital gains tax, if any, that may become payable on sale/ transfer and assignment of any of the Property.
10. To get the mortgage / charge in respect of the Property registered with the Relevant Authorities, responsible for registration of mortgages and charges in respect of the Property and to obtain certified true copies of such registered mortgage deeds as well as charge creating documents / certificates and / or any other documents evidencing the creation and registration of valid mortgage over the Property in favour of the Bank.
11. Generally to take such steps and to do such acts, deeds and things as may be necessary, connected or incidental to Bank’s entire satisfaction in respect of the consummation of the Transaction, which includes but not limited to purchase of the Property from Seller to the Principal, transfer and registration of Property in the name of the Principal in records of Relevant Authorities, creation and registration of mortgage over the Property in favour of the Bank and marking lien in respect of the Property in the name of the Bank

And the Principal hereby agrees, undertakes and declares that that all acts, deeds and things done or caused to be done by the Attorney shall be construed as acts, deeds and things done by the Principal and the Principal does hereby ratify and confirm and agrees to ratify and confirm all such acts, deeds and things the Attorney shall do or cause to be done in respect of the purposes hereinabove mentioned and the same shall be binding on the Principal with full force and effect.

Notwithstanding anything to the contrary contained herein above, the Attorney shall have no authority or power to sell, gift, transfer and alienate the Property by any means to anyone including himself / herself by virtue of this Power of Attorney.

**IN WITNESS WHEREOF THE PRINCIPAL** has signed this Power of Attorney at [place] on this [date] day of [month], [year].

**SCHEDULE OF PROPERTY**

[Insert complete description of property]

\_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**ATTORNEY**

**WITNESSES:**

1. \_\_\_\_\_

Name:  
CNIC #

2. \_\_\_\_\_

Name:  
CNIC #