

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED AT KARACHI,
ON THIS _____ DAY OF _____ 2008.

B E T W E E N

holding NIC No. _____ hereinafter referred to as the
‘VENDOR’ (which expression wherever appearing in these presents shall mean
and include his/her heirs, assigns, legal representatives, attorneys, executors,
administrators and/or any other person authorized in this respect) PARTY OF
THE FIRST PART.

AND

holding NIC No. _____ hereinafter referred to as the
‘VENDEE’ (which expression wherever appearing in these presents shall mean
and include his/her heirs, assigns, legal representatives, attorneys, executors,
administrators and/or any other person authorized in this respect). PARTY OF
THE OTHER PART.

VENDOR’S SIGNATURE

VENDEE’S SIGNATURE

Contd...p/2.

WHEREAS the Vendor abovenamed on the date of these presents is seized, possessed of and is otherwise well and sufficiently entitled to all that

hereinafter referred to as the 'SAID PROPERTY'.

WHEREAS the Vendor has agreed to sell/transfer and the Vendee has agreed to purchase the said property for a lumpsum sale price of Rs. _____

free from all claims, liens, charges and encumbrances whatsoever.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

1. That the Vendor has received from the Vendee a sum of Rs. _____, being the full and final settlement of sale consideration of the said property, receipt of which the Vendor doth hereby fully admit and acknowledge.
2. That the Vendor at the date of these presents has handed over the vacant and peaceful physical possession of the said property alongwith all original relevant documents of the said property to the Vendee at the date of these presents.
3. That the Vendor shall be liable to pay all dues, debts and taxes, due, in respect of the said property upto the date of these presents and thereafter the same shall be borne by the Vendee.
4. That the Vendor covenants with the Vendee that the said property is his/her own, separate, exclusive, individual and absolute property which is free from all sorts of claims, liens, demands, charges and encumbrances whatsoever and the Vendor he/she has good right, full power and lawful authority to sell the same to the Vendee.
5. That in case at any later stage it is found that the title and rights of the Vendor were legally defective and there were found any impediments in the transfer in favour of the Vendee, the Vendor hereby undertake and agree to fully secure and indemnify the Vendee against all accruing losses, claims, demands, dues, litigations, objections, suffered or paid by the Vendee owing to in accuracy of the matters relating to the sale of the said property.
6. That the Vendee has the option that he may get transferred the said property in his own name or in favour of any other nominee or nominees and that the Vendor hereby undertakes and agrees to sign the relevant transfer documents accordingly.
7. .That this agreement shall be binding on the parties hereto as well as there representatives, successors, legal heirs and representatives and shall be irrevocable as far as the Vendor.

VENDOR'S SIGNATURE

VENDEE'S SIGNATURE

- 8. That Transfer Fee, Registration fee, CTC., Stamp duty, shall be borne and paid by the Vendee.
- 9. That the Vendor hereby undertake Vendor will appear before any authority of DHA MDA/Registrar/Sub-Registrar, whenever and wherever required for transfer of the said plot in favour of above purchaser or any person nominated by him.
- 10. This agreement is entered into between both the parties referred to above, willingly, in perfect health, without any coercion or duress, undue influence, and mis-representatives.
- 11. That the Vendor has not taken any loan against the said property nor mortgaged or encumbered the same in any way from any Bank or Cooperative Society and that it is free from all encumbrances or liabilities.
- 12. That the Vendor undertakes not to enter into any agreement to sell/receipt of the said property with any person or persons during the subsistence of this agreement.
- 13. That the Vendor hereby agrees to be ready and prepared to sign papers, application, when needed in connection with the transfer of the said property and shall appear before all the authorities concerned.

IN WITNESS WHEREOF the parties abovenamed have hereunto set and subscribed their respective hands at Karachi, the day, month and the year first above written.

VENDOR: _____

VENDEE: _____

WITNESSES

1. _____

2. _____

RECEIPT

RECEIVED with thanks from _____

a sum of Rs. _____

being the full and final settlement of sale price of my **Plot** of land bearing

No.

.....

.

Karachi.

Dated:

VENDOR; _____

.....

.....

UNDERTAKING

I, _____

R/O _____

Holding NIC No. _____, do hereby state on solemn affirmation as under:-

1. That I am owner of Plot No. _____,

_____ and I have sold the above said Plot to _____

2. I, hereby undertake I will appear before any authority of DHA MDA/Registrar/Sub-Registrar, whenever and wherever required for transfer of the said plot in favour of above purchaser or any person nominated by him.

3. Whatever has been stated above is true and correction to the best of my knowledge and belief.