

AGREEMENT TO SELL

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

BETWEEN

_____,
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 is seized, possessed of and is otherwise well and sufficiently entitled to all that Plot of land bearing No. _____

hereinafter referred to as the 'SAID PROPERTY:.

AND WHEREAS the Vendor has agreed to sell/transfer and the Vendee has agreed to purchase the said property for a total sale consideration of **Rs.** _____

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

1. That the Vendor has this day received from the Vendee a sum of Rs. _____
vide Cheque/Payorder No. _____ Dated _____
drawn on _____
being the advance/partpayment towards the sale consideration of the said property, receipt of which the Vendor doth hereby fully admit and acknowledge.
2. That the balance payment of **Rs.** _____
shall be paid by the Vendee to the Vendor on or before _____
herein at the time of signing of verification of Transfer Documents in favour of the Vendee or his/her nominee of the above said plot before the concerned Officer of _____
3. That the Vendee will provide the photocopies of payorders of the balance payment to the Vendor on one day before the verification of transfer documents.
4. That the Vendor shall be liable to pay all dues, NUF, Ground Rent, **new imposed Development Charges**, debts and taxes in respect of the said property upto the date of verification of transfer documents and from the date thereof the same shall be borne by the Vendee.
5. 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 has good right, full power and lawful authority to sell the same to the Vendee.
6. That the Vendor hereby allows to Vendee to invite objection through publication in the news paper regarding purchase of the said property and the Vendor undertakes to remove such objection (if any) at his/her own cost at risk, prior to the date of final payment and fully satisfy to the Vendee..
7. 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.

- 8. That the Vendee has the option that he/she may get transferred the said property in his/her own name or in favour of any other nominee or nominees and the Vendor hereby undertake and agree to sign the relevant transfer documents accordingly.
- 9. if the Vendee fails to pay the remaining amount to the Seller on above mentioned date. His/her earnest money (Biana) will be treated as forfeited. Likewise if the Vendor commits faults and defaults or denies to transfer the said plot then purchaser has the right to either claim the double of biana amount from the Vendor.
- 10. 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.
- 11. That the said property has not been mortgaged with any loan giving agency/bank throughout Pakistan and also not under litigation in any Court of Law.
- 12. That all the expenses incidental to the Transfer Fee, CVT., etc shall be borne and paid by the Vendee.

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

VENDOR: _____
 Name: _____
 NIC No. _____

VENDEE: _____
 Name: _____
 NIC No. _____

WITNESSES

1. _____

2. _____

RECEIPT

RECEIVED with thanks from _____

a sum of Rs. _____

being the advance/partpayment towards the sale consideration of my Plot of

land bearing No. _____

Phase _____, measuring _____ Sq. Yards

(Approx), situated at _____

Agreed Sale price is Rs. _____

That the balance payment of **Rs.** _____

shall be paid by the Vendee to the Vendor on or before _____ herein at

the time of signing of verification of Transfer Documents in favour of the

Vendee or his/her nominee of the above said plot before the concerned Officer

concerned Department/Authority.

Dated _____

VENDOR: _____

NAME: _____

S/O _____

NIC NO. _____

