AGREEMENT TO SELL <u>RECEIVING FULL AMOUNT</u>

BY this deed of Agreement made on 25th day of October 2023 between

MST SHABANA TAHIR W/O TAHIR NADEEM, holding CNIC 35201-6886265-8 resident of House No. 206/28, Munir Park Kot Lakpat Lahore, (hereinafter called the Seller) of the One part.

AND

MUHAMMAD JAVAD KHILJEE S/O ABDUL HAMID (CNIC: 34603-4101899-9) Resident of Nasir Road, Ahmad Street, Islamia Park Sialkot, (hereinafter called the Purchaser) of the Other Part

That the Seller affirms and confirms that he is the absolute owner of APARTMENT NO. C-604, MEASURING GROSS AREA 1213, NET AREA 970 SQFT WITH PROPORTIONATE AREA OF LAND & WITHOUT ROOF, SITUATED AT 6TH FLOOR, OF "DEFENCE VIEW APARTMENTS", MULTI STOREYED RESIDENTIAL COMPLEX WHICH IS SITUATED AT OPPOSITE NATIONAL BANK SOCIETY, MAUZA KAMAHAN, LAHORE

SELLER: *MST SHABANA TAHIR* 35201-6886265-8 PURCHASER MUHAMMAD JAVAD KHILJEE 34603-4101899-9 1

- 1. That the Seller further affirms and confirms that the said Appartment is free from all encumbrances, charges, dues and litigation of all sorts.
- 2. That the Seller has sold the Purchaser above said Appartment vide sales contract at the price of Rs.1,58,50,000/- (Rupees One Crore Fifty Eight Lac Fifty Thousands only) which is hereby acknowledge by the Seller in favour of the Purchaser. That the seller has been received the full amount detail as Rs.3,00,000 as a token money dated 22-08-2023, Rs.37,00,000/- Cash dated 01-09-2023, Rs.5,37,500/- cash dated 09-10-2023, Rs. 1,13,12,500/- Cash dated 26-10-2023. It is pertinent to mention here that the vendee is at liberty to execute sale deed as and when required, the vendor shall not have any objection.
- 3. That the purchaser have enter into this agreement with the Seller subject to the fact that all the representations made by the Vendor is true and correct and that the Vendor has marketable valid legal titled to the said property which form the subject matters of this agreement.
- 4. That the Seller will make him/herself available and sign all documents, which is called upon to be signed by the Purchaser in connection with the

SELLER: MST SHABANA TAHIR 35201-6886265-8 PURCHASER MUHAMMAD JAVAD KHILJEE 34603-4101899-9 2

transfer of the above said of Appartment in favour the purchaser or his/her nominee(s). In case of deny of the seller to signed the document in the name of the purchaser or the nominee of the purchaser, in this way the purchaser has a right to file the suit of specific performance in the Hon'ble court.

5. That the Seller and the purchaser hereinafter used shall include their respective heirs, legal representatives, successors, assignees, and nominees.

IN WITNESS WHEREOF the parties hereto mentioned have signed this DEED on the date mentioned above.

WITNESSES:-

1.

2.

SELLER: MST SHABANA TAHIR 35201-6886265-8 **PURCHASER** *MUHAMMAD JAVAD KHILJEE* 34603-4101899-9 3