

SALE DEED

SALE DEED OF APARTMENT NO. B-402, MEASURING 1161 SQFT WITH PROPORTIONATE AREA OF LAND & WITHOUT ROOF, SITUATED AT 4TH FLOOR, OF “DEFENCE VIEW APARTMENTS”, MULTI STOREYED RESIDENTIAL COMPLEX WHICH IS SITUATED AT OPPOSITE NATIONAL BANK SOCIETY, MAUZA KAMAHAN, LAHORE IN CONSIDERATION OF PKR.39,28,050/- (THIRTY NINE LAC TWENTY EIGHT THOUSAND AND FIFTY RUPEES ONLY).

This Deed of Sale, is made at Lahore on this 28TH day of December 2023, by **DUPAK PROPERTIES (PRIVATE) LIMITED**, having its registered address at opposite National Bank Society, Kamahan, Lahore through its authorized signatory Mr. Usman Rabbani Sheikh S/O Anjum Rabbani Sheikh, CFO, holding CNIC No. 35201-8452649-5, authorized in this behalf vide board resolution dated: 28th day of March 2023, of the ONE PART (hereinafter referred to as the “**VENDOR**” which expression shall where the context permits include its heirs, executors and permitted assignees).

VENDOR: _____
DUPAK PROPERTIES (PRIVATE) LIMITED
Through CFO
Mr. Usman Rabbani Sheikh S/O Anjum Rabbani Sheikh,
CNIC No. 35201-8452649-5

IN FAVOUR OF

SYED SAJJAD AHSAN S/O SYED HASSAN RAZA holding CNIC 35301-8065404-9 resident of Galli Mehboob Shah Wali Attari Road, Hujra Shah Muqem, Depalpur, District Okara, of the OTHER PART (hereinafter referred to as the “**VENDEE**” which expression shall where the context permits also includes, his heirs, executors and permitted assignees).

WHEREAS:

- A. The **VENDOR** is the absolute owner of the property measuring 1161 Sqft Situated at opposite National Bank Society, Kamahan, Lahore, whereupon the **VENDOR** has developed a multistory residential/apartment complex by the name and style of “*Defence View Apartment*” (hereinafter referred to as “**DVA**” or the “**Residential Complex**”).
- B. The **VENDEE** was interested in a two-bed Apartment No. B-402 measuring 1161sq.ft, with Proportionate Area Of Land & Without Roof, Property No. BA-71-4F-B404 Situated at the 4TH floor of the **DVA** (the “**Apartment**”), and therefore signed an allotment letter Reference No. DPPL/DVA/284 with respect to the purchase of the Apartment. The allotment letter is attached herewith as **Schedule B**.
- C. Now the **Vendee** has paid full consideration of Rs.39,28,050/- therefore this instant Sale Deed is being executed by the **VENDOR** to transfer the Apartment in favour of the **VENDEE** in accordance with the terms as stipulated hereinafter.
- D. **AND WHEREAS** the **VENDOR** has agreed to sell and the **VENDEE** has agreed to purchase the Apartment, together with all rights interest, privileges, easements and advantages belonging or in any way appertaining thereto including all estate, rights, titles, claims, interest and demand, whatsoever of the **VENDOR** and free from all or any changes, mortgages and encumbrances whatsoever for a total consideration **PKR.39,28,050/- (THIRTY NINE LAC TWENTY EIGHT THOUSAND AND FIFTY RUPEES ONLY)**.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

1. The **VENDOR** hereby sell and transfer absolutely all its rights, title and interest in the Apartment to the **VENDEE** for a total sale in consideration of **PKR.39,28,050/- (THIRTY NINE LAC TWENTY EIGHT THOUSAND AND FIFTY RUPEES ONLY)** (the “Purchase Price”) all of which has been paid by the **VENDEE** to the **VENDOR**, receipt of which the **VENDOR** do hereby acknowledge.
2. The **VENDOR** hereby represents to indemnify the **VENDEE** against all or any defect and /or infirmity in its rights or interest in and title to the Apartment and shall be liable for a valid, lawful, perfect and unencumbered title to, and rights or interest in the Apartment sold by him to the **VENDEE**.
3. The **VENDOR** affirms and the **VENDEE** has satisfied himself personally that the **VENDOR**’s rights in the Apartment are free from all encumbrances, decrees, mortgages, and assignments of whatsoever nature by anyone.
4. That **VENDEE** hereby agrees to covenant with the **VENDOR** as under:

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- i) That the VENDEE shall be liable to pay common area maintenance charges (as determined by the VENDOR from time to time) from the date when possession is handed over to the VENDEE by the VENDOR in consideration of the common area management services performed by the VENDOR (or any other person authorized in this regard by the VENDOR). The said charges may at any time be assessed, for the imposition upon the Apartment or the owner or occupier (for the time being) in respect of the said services provided by the VENDOR. The list of services provided by the VENDOR in consideration of the charges payable by the VENDEE under this sub-clause of the Sale Deed is annexed herewith as **Schedule C**.
- ii) The VENDEE agrees that regardless of his occupation in the Apartment, it is his primary responsibility to ensure the payment of common area maintenance charges before the 5th of every month. The VENDEE further agrees that in case of non-payment of the common area maintenance charges for a period of more than 30 days (from the day the said payment becomes due), the VENDOR shall be entitled to discontinue the utility services as provided to the VENDEE. For the sake of clarity is stated here that the act of discontinuance of the utility services by the VENDOR is without prejudice to any other legal right which may be available to the VENDOR, and it shall be lawful for the VENDOR to take any suitable legal action against the VENDEE.
- iii) It is agreed between the Parties that any service provided by the VENDOR which is not included in the attached Schedule C (such as swimming pool, gym etc.) shall be paid for separately by the VENDEE.
- iv) That the VENDEE shall be liable to pay any and all taxes, cess, charges, as imposed by any governmental authority in accordance with the law, in relation to the Apartment after the date the possession of the Apartment is handed over to the VENDEE by the VENDOR.
- v) That the VENDEE shall not to make any structural alteration / repairs or additions to the Apartment or remove any fixture without the consent in writing of the VENDOR.
- vi) The VENDEE agrees that he shall not associate with the other apartment owners of DVA with the view of forming a union for the purpose of looking after the common interests of all the occupants of DVA.
- vii) The VENDEE agrees to keep the Apartment, all walls, cables, wires and other appurtenances thereto in good repair and condition.
- viii) The VENDEE shall be liable for any loss or damage caused to the Apartment or any part of the Residential Complex due to her negligence (such as using higher electricity load than the load connection provided in the Apartment).
- ix) That the VENDEE shall not store in the Apartment any other illegal goods including any hazardous or combustible material, and shall not act in any manner so as to cause nuisance to other occupants of DVA.
- x) The VENDEE agrees and hereby acknowledges that her ownership rights in the Apartment are restricted to the space between the interior of the roof and floor and exterior

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wall of the Apartment but not any portion outside thereof. The space from the top roof to the sky shall continue to remain the ownership of the VENDOR who shall be at liberty to utilize the same as to make any additions, alteration or changes in the design and structure of the Residential Complex.

- xi) That the VENDEE shall be responsible for the insurance of the structure of the Apartment including fixtures, fittings electrical wiring, furniture and contents thereof. The VENDEE agrees that it shall be its sole responsibility to pay the insurance premium thereof to the insurance company. It is hereby clearly understood that the VENDOR will not be in any way responsible or liable for the said insurance or the payment of premium thereof, and the VENDEE shall keep the VENDOR indemnified in this regard.
- xii) That the VENDEE agrees that the Apartment will not be used for any purpose other than residential.
- xiii) That the VENDEE agrees to affix only split type air conditioner in the Apartment with its outdoor units placed in the area designated by the VENDOR for the said purpose.
- xiv) The VENDEE agrees not to lease out the Apartment until and unless the proposed tenant is interviewed by the VENDOR (or its authorized personnel) and a clearance from the VENDOR has been obtained in this regard.
- xv) The VENDEE agrees not to sell the Apartment unless a No Objection Certificate (NOC) is issued by the VENDOR in respect of all pending dues/charges and other matters etc.
- xvi) The VENDEE agrees not to engage in any illegal or immoral activity in the Apartment and in case of any non-compliance, the VENDOR shall have the right to take appropriate legal action.
- xvii) In case the Apartment is leased by the VENDEE after following the protocols as specified in this Sale Deed, the VENDEE shall get the tenancy registered with relevant Police Station in accordance with the law.
- xviii) The VENDEE shall be obliged to register the data of the domestic servants with the VENDOR and the VENDEE shall be responsible for the acts of the said registered servants.
- xix) The VENDEE agrees and acknowledge that no pets are allowed in the Residential Complex.
- xx) In case of sale of the Apartment, the VENDEE shall pay to the VENDOR the transfer fee in the amount as may be notified by the VENDOR from time to time.
- xxi) The VENDEE agrees not to internally renovate/restructure the Apartment unless written permission in this respect has been obtained from the VENDOR. The details to be furnished by the VENDEE in order to obtain permission in this subclause would include the details of the contractors and expected usage of lifts which shall be permitted by the VENDOR as per the by-laws of the Residential Complex, which are issued and amended from time to time.

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- xxii) The VENDEE shall not cause any nuisance in the Residential Complex and shall maintain peace at all times.
 - xxiii) The VENDEE agrees that any of its guest shall cooperate with the security personnel of the Residential Complex. The guests of the VENDEE would only be allowed upon provision of their valid identity documents and after providing details of the VENDEE. The VENDEE agrees and acknowledge that the security personnel of the Residential Complex shall be acting in their rights if they retain the identity documents of the guests for the time of their stay. Furthermore, in case of the guests of the VENDEE stays overnight, the VENDEE agrees that an entry in the register of the VENDOR would be made in this respect.
 - xxiv) The VENDEE agrees that no illegal weapon would be allowed in the residential complex. In case of any storage of legally obtained weapon by the VENDEE, a copy of the license shall be provided to the VENDOR.
 - xxv) The VENDEE shall abide by all the by-laws, rules or other regulations of the Residential Complex which are issued, promulgated and approved by the VENDOR from time to time
5. The VENDOR declares that all lawful dues including all taxes and conservancy charges in respect of the Apartment till the time of execution of this Sale Deed are duly paid.
 6. The VENDOR solemnly represents that besides the VENDOR no one have any lawful claim, concern etc. whatsoever in relation to the Apartment. That the VENDOR further represents that he has good, unencumbered, valid right, full power and lawful authority to grant, sell, convey, assign and transfer the rights in the Apartment and the same have not become void, void-able or in-operative.
 7. At the time of execution of this Sale Deed the VENDOR has delivered vacant and peaceful possession of the Apartment to the VENDEE who acknowledges the same. The VENDEE shall hereinafter, at all times (subject to the terms of this Sale Deed) possess and enjoy the Apartment without any obstruction or hindrance by or on behalf of the VENDOR or any person or persons claiming through him.
 8. The VENDOR hereby absolutely conveys and transfer all rights of the Apartment to the VENDEE who is henceforth competent to get all rights and interests in and title to the Apartment, transferred and mutated according to all prevailing laws in the record of the LDA / DVA / Corporation Department, Lahore in her name on payment of appropriate charges/ fee.
 9. The VENDOR has assured the VENDEE as to the authenticity of documents pertaining to the VENDOR's ownership of the Apartment, and the VENDEE has performed her own due diligence in this regard. The original Sale Deed and copies of other relevant documents pertaining to the Apartment have been handed over to the VENDEE, who hereby acknowledges the receipt of the same and nothing further needs to be done on the part of the VENDOR in this regard. In the event that the VENDEE loses any right, title or interests in the Apartment or possession thereof or part thereof, on account of any defect in the VENDOR title or possession the VENDEE will be entitled to refund forthwith of the Sale Price/ Market Value at that time.

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10. It is hereby agreed between both the Parties that all expenses including Stamp Papers, Registration Fee, Transfer Fee etc. in relation to the instant sale/transfer of the Apartment shall be solely borne by the VENDEE.

The VENDEE has borne the cost of stamp duty and other charges relating to this registration of this Sale Deed.

IN WITNESS WHEREOF the parties hereto have put their respective hands to this deed on the date, month and year herein mentioned before.

Note: Property Khewat Nos. 16,17, Khatooni Nos. 20, 21, 22 to 26, situated at Hadbast Mauza Kamahan, Tehsil Model Town, Distt. Lahore.

Drafted By
AAMIR SHEHZAD
ADCOVATE HIGH COURT

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VENDEE: _____

VENDOR: _____
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WITNESSES:

1. _____
Waqar Hussain
s/o Muhammad Afzal
H. No. F-2, Civil Services Accadmi
Walton Road, Lahore,
37302-1429487-9

2. _____
Waqas Ali
s/o Muhammad Sadiq
Sabir Chowk, Muhammad Ali
Colony Chungi Amarsdihu Lahore
35201-6277670-7

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