SALE DEED

Of

Plot measuring (2K-14M) Khewat Nos. 465, Khatooni No. 683 Khasra No. 826 Situated at Hadbast Mauza Hadiara Tehsil Cantt Distt. Lahore.

THIS DEED OF SALE is made at Lahore on this 11th day of July 2023.

BETWEEN

Syed Reza Hassan Zaidi s/o Syed Salman Raza Zadi (CNIC No. 35201-7189261-1) Resident of H. N0. 439, Block Y, Phase III, Defence Housing Authority Lahore Cantt, (hereinafter called “THE VENDOR”) which expression shall include and mean her successors-in-interest, executors, administrators and assigns of the FIRST PART.

AND

Mr. Asif Bashir s/o Bashir Ahmad (CNIC No. 35202-2839858-7) Resident of 289-D, DHA, Rahbar Phase I, New Defence Road, Kahna Nau Raiwind, Lahore, (hereinafter called “THE VENDEE”) which expression shall include and mean his successors-in-interest, executors, administrators and assigns of the OTHER PART.

WHEREAS the VENDOR is owner of a Plot No. 14 Bilkisa Retreat measuring (2K-14M) in detail Khewat No. 465, Khatooni No. 683, Khasra No. 826 total land (8K-0M) transfer share 54/160, land (2K-14M), Fard Rapat No. 728 dated 24-06-2023, Situated at Hadbast Mauza Hadiara Tehsil Cantt. Distt. Lahore.

Demarcation as under:

East

West

North

South

AND WHEREAS the VENDOR is the owner in possession of the Plot and there is no other legal impediment to the registration of title by way of sale deed in respect of the Plot.

AND WHEREAS the VENDOR and the VENDEE have mututally agreed to sell and purchase respectively Plot with un-encumbered physical possesion and absolute title for a sale consideration of Rs.1,13,40,000/- (Rupees One Crore Thirteen Lac Forty Thousands only).

NOW THEREFORE THIS SALE DEED WITNESSTH AS UNDER:

1. That the sale consideration Rs.1,13,40,000/- (Rupees One Crore Thirteen Lac Forty Thousands only) has been received, by the VENDOR from the VENDEE before at the time of execution and registration of this Sale deed and nothing is due against the Plot hereby sold.
2. AND WHEREAS the VENDOR has represented that the said Plot is absolutely free from all claims, liens, disputes, applicable taxes, dues, mortgages and encumbrances of all and whatsoever nature.
3. AND WHEREAS there is not legal impediment to the registration of Sale Deed in respet of the said “Plot” in favour of the VENDEE.
4. To have and to hold the said Plot for and unto the use of the VENDEE and subject to the terms and conditions hereafter appearing and the terms and conditions under which the same is held by the VENDOR, the VENDOR do hereby covenant with the VENDEE that the said Plot hereby assigned and conveyed is to them absolute and exclusive Plot, that he has got right, full power and lawful authority to sell the said Plot to the VENDEE, that henceforth the VENDEE shall be rightful and absolute owner of the said Plot and peaceably and quietly have, hold, occupy and possess the said Plot without any let, claim, demand, hindrance and interruption by the VENDOR or any person or persons claiming through them.
5. That VENDOR REPRESENTS AND WARRANTS THAT:
6. There is no defect in the VENDOR’s title thereto, and the VENDOR has full right to sell, transfer and convey the same to the VENDEE:
7. All the taxes, levies, rents, charges and dues in respect of the said Plot upto the date hereof have been paid or shall be paid by the VENDOR:
8. VENDOR shall render all such assistance as may be reasonably required by the VENDEE in connection with the transfer and conveyance of the said Plot absolutely unto the VENDEE.
9. There are no pending suits or legal proceedings by or against the VENDOR in respect of the said Plot in any court of law.
10. That VENDOR shall keep and hold the VENDEE secured, harmless and indemnified against the losses and detriments occasioned to or suffered by the VENDEE owing to any suit or demand legally made or preferred by an one on account of any act or omission of the VENDOR or by reasong of any defect in the title or right of the VENDOR in all or any part of what is being conveyed hereby by virtue of this Sale Deed.
11. That Vacant physical possession of the said Plot Khasra Nos. 2504, 2495, 3002, 3013 has been handed over by the VENDOR and the same has been taken over by the VENDEE and the said Plot shall be held and enjoyed either in its present state or with any change duly approved by the related Plot, without any interruption or distrubances by the VENDOR or any other persons lawfully or equitably claiming through or under them.
12. The VENDOR specifically undertakes that they shall not do or cause to the done any act or omission, which may in any manner prejudicially affect the VENDEE’s rights in the said Plot.
13. Through this Sale Deed the VENDEE shall get the said Plot mutated in the Plot of the concerned authority bringing the name of the VENDEE on the records as full and absolute owner of the said Plot and the VENDOR shall execute or cause to be executed all documents, applications and deeds as the VENDEE may reasonably required for better assurance of title in their favour.
14. That in case any defect is subsequently discovered in the VENDOR’s title to the said Plot or any part thereof, the VENDOR shall on demand of the VENDEE fothwith reimburse the entire amount to the VENDEE received by him and shall make good all losses/damages including stamp duty; registration fees, development charges, corporation fee, capital value tax and other charges borne or suffered by the VENDEE.

THAT THE VENDEE CONENANTS , WARRANTS AND UNDER TAKE AS UNDER:-

A. That all the terms and conditions of agreement to sell executed between the parties pertaining to the sale of this property as on 22-02-2022, shall be made part of this sale deed more specifically Seller covenants and warrants, Buyer obligations and warrants, Taxes and Miscellaneous provisions of the agreement to sell.

B.That the Buyer/ Vendee shall follow all the Bye Laws of BILKISA RETREAT. if THE Buyer/ Vendee fails to comply with the conditionalities of Bye Laws as A consequence thereof the Buyer/Vendee with penalty and fine as decided by the management of the BILKISA RETREAT.

C. That the Buyer/ Vendee as required in normal operation of BILKISA RETREAT or their representative shall not without the written consent Seller/ Vendor sell, transfer, lease, lien, mortgage, or otherwise dispose of this property.

D. That the Buyer/ Vendee shall follow all the applicable laws of the land more specifically tax laws, electricity laws, gas laws, easement laws, environmental laws and contractual laws.

E. That the Buyer/ Vendee had conducted all the due diligence and inspection regarding the title, development, infrastructure, access to property and all the ancillary requirements in this regard and found every thing as par the settle and legal standards.

The VENDEE has borne the cost of stamp duty and other charges relating to the 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 befare.

Drafted By

AAMIR SHEHZAD

ADCOVATE HIGH COURT

**ITNESSES:**

**1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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