AGREEMENT TO SELL

اقرار نامہ بیع — مکان / پلاٹ کی خرید و فروخت

Yeh sirf ek namoona (template) hai. Isay munasib maaliyat ke Stamp Paper par likhwayein aur dastakhat se pehle kisi wakeel se zaroor check karwa lein. This is a general template, not legal advice. Print on stamp paper of the value required under the Sindh Stamp Act and have it reviewed by a lawyer before signing.

This Agreement to Sell is made at Karachi on _____ (date)

Parties

SELLER / VENDOR

Name	
Son / Daughter / Wife of	
CNIC No.	
Address	
Mobile	

(hereinafter called the "Seller", which expression includes heirs, successors and legal representatives)

PURCHASER / VENDEE

Name	
Son / Daughter / Wife of	
CNIC No.	
Address	
Mobile	

(hereinafter called the "Purchaser", which expression includes heirs, successors and legal representatives)

Property

Property type	House / Plot / Flat / Shop
Plot / House No.	
Block / Sector / Street	
Society / Scheme / Area	
Area (sq yd / sq ft)	
Covered area (if built)	
Title document	Lease / Sub-lease / Allotment No. ___ dated ___
Boundaries	North: ____ South: ____ East: ____ West: ____

(hereinafter called the "Property", together with all fittings, fixtures, utility connections and rights attached to it)

Terms

1. **Sale price.** The Seller agrees to sell and the Purchaser agrees to purchase the Property for a total consideration of Rs. _____ (Rupees _____ only).

2. **Earnest money (Bayana).** The Purchaser has today paid Rs. _____ by cash / cheque / pay order No. _____ as earnest money, the receipt of which the Seller hereby acknowledges.
3. **Balance payment.** The balance of Rs. _____ shall be paid on or before _____ at the time of transfer / registration of the Property in the name of the Purchaser.
4. **Clear title.** The Seller declares that he/she is the lawful owner of the Property, that it is free from all charges, mortgages, liens, disputes, litigation and claims, and that no other agreement for its sale has been made with anyone else.
5. **Documents.** The Seller shall hand over the original title documents, NOC(s) from the society / authority, and all paid utility bills and taxes up to the date of transfer.
6. **Dues and taxes.** All dues, property tax, maintenance and utility bills up to the date of possession shall be paid by the Seller; thereafter by the Purchaser. Transfer fees, stamp duty and registration charges shall be paid by _____ (Seller / Purchaser / shared equally). Withholding taxes shall be paid by each party as required by law.
7. **Possession.** Vacant physical possession of the Property shall be handed over to the Purchaser on _____ / at the time of full and final payment.
8. **Default by Purchaser.** If the Purchaser fails to pay the balance by the agreed date, the Seller may cancel this agreement and the earnest money shall be forfeited.
9. **Default by Seller.** If the Seller fails or refuses to complete the sale, the Seller shall return the earnest money along with an equal amount as compensation (double the earnest money), and the Purchaser may also seek specific performance through a court of law.
10. **Defect in title.** If any defect in title or any dispute is found before transfer, the Seller shall remove it at his/her own cost; failing which the full amount received shall be refunded to the Purchaser.
11. **Jurisdiction.** This agreement is governed by the laws of Pakistan and the courts at Karachi shall have jurisdiction.

Both parties have read and understood this agreement and sign it with free will, in the presence of the witnesses below.

Signatures

_____	_____
SELLER	**PURCHASER**
Name:	Name:
CNIC:	CNIC:
Thumb impression:	Thumb impression:

Witnesses

_____	_____
WITNESS 1	**WITNESS 2**
Name:	Name:

CNIC:	CNIC:
Address:	Address:

Receipt of earnest money

I, the Seller, have received Rs. _____ as earnest money from the Purchaser on _____.

Seller signature: _____