

Commercial Contract

SALE DEED



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 th Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

January 2013

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Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to real estate matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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9. SALE DEED

FOR THE SALE OF PROPERTY MEASURING _____, BEARING
Property No. ____, SITUATED AT
_____--
VALUE FIXED AT RS. _____/- FOR SALE DEED PURPOSES

THIS SALE DEED is made at _____ (insert place) on this ____ (insert date) day of _____ (insert month) 20__ (insert year),

By and between

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Seller", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

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M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(Hereinafter referred to as the "Buyer", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents.)

(The Seller and the Buyer are hereinafter collectively referred to as the "Parties", and individually as the "Party").

WHEREAS, the Seller is the absolute owner in possession of property measuring _____ (insert property measurement), bearing Property No. _____ (insert property number), situated at _____ (insert complete address), having acquired vide Sale Deed registered as Document No. _____ (insert document number), Book No. ____ (insert book number), Volume No. _____ (insert volume number) dated _____ (insert date) with the Sub Registrar, _____ (insert place) (hereinafter referred to as the "**Property**") along with construction/s, fixtures/installations thereon, (present or future), bounded as under:-

East:

West:

North:

South:

AND WHEREAS, the Seller, in consideration of Rs. _____/- (Rupees _____ Only) (insert amount) (hereinafter referred to as the "Consideration Amount"), the payment and

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sufficiency of which is hereby acknowledged, has agreed to sell and the Buyer has agreed to purchase the Property.

NOW THEREFORE, this Sale Deed witnesses as under:

1. The Seller hereby sells, transfers and conveys to the Buyer his rights, title and interest in the Property with all rights of proprietorship, easements and benefits to the Buyer. The Buyer has paid the Consideration Amount to the Seller and the Seller has acknowledged receipt of the entire Consideration Amount.
2. The Seller hereby warrants and represents that the Property is free and clear from all claims, liens, mortgages, charges, burdens and encumbrances whatsoever, and that the Seller has full rights, powers, and lawful authority to sell, transfer and convey all its rights, title and interest to or in the Property to the Seller and that the Seller has not done or caused or suffered to be done any act or deed whereby the Seller's right to sell the Property, free from all encumbrances, to the Buyer has been or may be impaired.
3. The Seller hereby covenants to pay all rents, rates, taxes, cesses, charges, surcharges and assessments, whatever payable in respect of Property up to the date of registration of the Sale Deed, which if not so paid, the Seller shall be liable to pay and hereby undertakes to indemnify and keep harmless the Buyer from and

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against all damages, losses, costs, charges and expenses arising from the Seller's failure to pay the same.

4. The Buyer, by virtue of this Sale Deed, has become the owner in possession of the said Property, with full and absolute powers to deal with the same as owner.
5. The Seller hereby covenants to deliver the Buyer, upon execution of this Sale Deed, all original documents and papers pertaining to the Property which are in the Seller's possession, power and control, and undertakes to obtain all other such documents and papers relating to the Property as the Buyer may reasonably require in this connection.
6. The Seller has delivered the vacant possession of the Property to the Buyer, and the Buyer is free to demarcate and divide the Property and to utilize the same fully for any purpose, subject to prior approval from the concerned authorities, if required.
7. The Seller hereby agrees to indemnify the Buyer against all claims, damages, losses, costs, and charges which the Buyer may suffer from, due to any defect in the title of the Seller in the Property.
8. The Seller hereby agrees with the Buyer that if, for any defect in title of the Seller in the Property, the Buyer is deprived of the whole or any part of the Property, or is prevented from enjoying

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the Property in any manner, the Seller hereby undertakes to compensate and indemnify the Buyer.

9. The Seller hereby covenants with the Buyer that the Buyer shall be entitled, at all times hereafter, to peacefully and quietly possess and enjoy the Property in any manner as required by the Buyer.
10. The Seller hereby covenants with the Buyer that the Seller and any person claiming, whether in law or in equity, through or under the Seller's permission, any interest in the Property or any part thereof, shall, from time to time or at any time at the request of the Buyer, do and execute or cause to be done and executed at the cost of the Seller, all such acts, deeds and things as may be necessary for more perfectly, properly and completely conveying/transferring and assuring to the Buyer all the rights, title, and interest of the Seller in or to the Property.
11. The Buyer shall pay all taxes, dues, and charges related to the registration of this Sale Deed in favour of the Buyer, including the cost of stamp papers, and all other charges related to the registration of this Sale Deed.
12. The Buyer, from the date of this Sale, is fully competent to apply for the transfer of the said Property in his name in the concerned property record maintained by any Government Department regarding the Property.

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IN WITNESS THEREOF the Parties hereto have executed this Sale Deed at the place and on the date mentioned hereinabove.

For and on behalf of
Seller

For and on behalf of
Buyer

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____
