



MULTAN DEVELOPMENT AUTHORITY

AGREEMENT OF SALE

This agreement made on the _____ day of _____ 200 between Multan Development Authority, Multan (hereinafter called the *VENDOR*) of the one part and Mr/Mst _____ son/daughter/wife of _____ Caste _____ at present residing at _____ (hereinafter called the *PURCHASER*) of the second part.

Whereby the parties mutually agree as follows:

1. The *VENDOR* shall sell and the *PURCHASER* shall purchase the property described in the schedule attached herewith on the terms and conditions hereinafter appearing.
2. The *PURCHASER* has paid/shall pay the total price of Rs _____ for the total area measuring _____ square yards at the rate of Rs _____ per square yard. He shall pay the amount of Rs _____ as advance money at the time of execution of this agreement and balance of Rs _____ along with interest @ _____ per annum, shall be paid lump sum/by instalments of Rs _____
3. The first instalment mentioned in condition no. 2 above shall be paid on _____ and the remaining amount shall be paid in _____ equal _____ monthly/quarterly instalments.
4. In case of default in payment of any instalment, the amount paid by that time shall be forfeited and this agreement shall stand cancelled.
5. In case the price of the land in this colony is enhanced as a result of any appeal or other proceedings against the Collector's Award, or for any other reason, the *PURCHASER* shall be liable to pay the additional price that might proportionately be added to the price of the plot hereby covenanted to be sold. The price thus enhanced will be added to the balance price and payable in the same manner as detailed in the above paragraphs.
6. If after the enforcement and during the execution of the scheme relating to this colony, or at any other time, development charges are estimated at a higher rate than those estimated at present, the *PURCHASER* shall be liable to pay the amount thus proportionately enhanced in respect of the plot covenanted to be sold.
7. The *PURCHASER* shall make payments at the *VENDOR*'S office or as directed by the *VENDOR* without previous demand and obtain regular receipts.
8. The *PURCHASER* shall pay all kinds of taxes, fees, land revenue and abiana in respect of the plot stipulated to be sold.
9. Within a period of _____ months from the date of allotment or delivery of possession whichever is applicable the intending vendee, or his successor in interest, shall at his

own expenses, erect upon the said land, cover in and complete in a substantial and workman like manner, a dwelling house and/or flats and/or shops and/or business premises according to the provisions of the scheme and the plan sanctioned by Multan Development Authority for the purpose. The vendee intending to erect or re-erect any building shall submit a plan of the proposed building, in triplicate, prepared by an approved and registered architect of MDA in the light of MDA Building Regulations 1978 and shall deposit the prescribed fee.

10. a) The building plans must be drawn to a scale of not less than 1/38th of an inch to a foot, in duplicate and copy of which shall be on tracing linen or linen mounted paper. The building plan must show:
 - ¥ plan of the ground-floor and of every additional floor;
 - ¥ position and dimensions of all projections beyond the main walls of the building;
 - ¥ position of all proposed drains, privies, latrines, urinals and cesspools;
 - ¥ level and width of the foundations and level of the lowest floor with reference to the level of centre of the street on which the front of the proposed building is to abut;
 - ¥ level of the courtyard and open spaces in the building;
 - ¥ elevation, giving full details and section of the house and drainage and of various parts of the privies, ie receptacles, seats, ventilators, drain connections, cesspools sweepers, doors etc;
 - ¥ size of the doors, windows and ventilators opening in each room or each storey;
 - b) The purchaser shall also produce a site plan which must be drawn to a scale of not less than 40 feet to 1 inch, one copy of which shall be on tracing cloth or on linen mounted paper. It will show, inter alia
 - ¥ Direction of the North point
 - ¥ boundaries of the site,
 - ¥ position of the site in relation to neighbouring streets and the level of the site in relation to the street or streets on which it abuts.
 - ¥ position of the proposed building in relation to: boundaries of the site and any building or premises within 50 feet of the boundaries of the site.
11. The building shall be constructed strictly in accordance with the plan within stipulated or so extended period and the *PURCHASER* shall not make any alteration(s) or addition(s) in the building without previous sanction in writing of the *VENDOR*.
 12. The *PURCHASER* shall not use or suffer to be used, the plot for any purpose other than for which it is being sold, nor, in any case, in violation of the spirit and object of the Scheme.
 13. The *PURCHASER* shall be bound to keep the compound and open spaces, drains, sewers and pipes, if any, clean and sanitary condition according to the directions of the *VENDOR* and of the Municipal Health Authorities.
 14. The *VENDOR* shall not sub-divide, lease, mortgage or transfer in any other way, his interests in this plot without previous approval in writing of the *VENDOR*. Even if and when such sanction is accorded by the *VENDOR*, the transferee from the *PURCHASER* shall be bound by the provision of this agreement in all its details.

15. The purchaser shall borne all costs and expenses of the stamps and registration of this agreement and of the execution and registration of the sale deed.
16. In case of breach of all or any of the conditions of this deed, it shall be open to the *VENDOR* to resume the plot along with all super-structures, and to cancel the allotment sale and to forfeit the amount already paid.
17. The *VENDOR* hereby covenants that if the *PURCHASER* observes and complies with the above terms and conditions, he shall peacefully hold any enjoy the demised land for purposes of building _____ and that, on payment of the entire price stipulated above, and on securing the completion certificate in respect of the building as mentioned in Clause 10 above, the *VENDOR* shall transfer the ownership of the said plot to the *PURCHASER* and execute and get registered a regular sale deed in his favour.
18. In case of any dispute arising between the parties out of or in respect of this agreement or this transaction of sale or any other connected matter, the matter shall be referred to the arbitration of the Director General, Multan Development Authority, who shall be the sole arbitrator in the matter and his decisions on all points shall be final and conclusively binding on both the parties.
19. That in the event of death of the second part/intended vendee Mr/Mst _____ son/daughter/wife of _____ his/her rights and interest will vest in his/her nominee, Mr/Mst _____ son/daughter/wife of _____ subject to all the conditions and obligations imposed on the second part/intended vendee by this agreement.
20. Provided, always, that it shall in lawful for Multan Development Authority to waive or vary any of the above condition if and when the circumstances of any particular case so require.

The Vendor has hereunder caused its common seal to be affixed hereto in the presence of its Director Estate Management and the purchaser has signed it, in token of the acceptance of all the terms and conditions detailed above.

 MULTAN DEVELOPMENT AUTHORITY MULTAN
 THROUGH ITS DIRECTOR ESTATE & LAND MANAGEMENT

 THE PURCHASER

Singed in the presence of:

Witness 1. _____ s/o _____

Address _____

Witness 2. _____ s/o _____

Address _____

SCHEDULE

The land/plot no. _____ shown in the sanctioned plan of the scheme known as _____ Tehsil Multan, measuring:

North _____ South _____

East _____ West _____

with a total area of _____ bounded as follows:

North _____ South _____

East _____ West _____

and shown in annexed plan marked red.

MULTAN DEVELOPMENT AUTHORITY MULTAN
THROUGH ITS DIRECTOR ESTATE & LAND MANAGEMENT

THE PURCHASER

Singed in the presence of:

Witness 1. _____ s/o _____

Address _____

Witness 2. _____ s/o _____

Address _____

SEAL OF MULTAN DEVELOPMENT AUTHORITY