

## **Agreement To Sell (Without Possession)**

THIS DEED OF AGREEMENT TO SELL is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter called the FIRST PARTY) of one part.

**.....FIRST PARTY / SELLER**

**AND**

Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter called the SECOND PARTY) of other part.

**.....SECOND PARTY / PURCHASER**

Provided always and it is hereby mutually agreed that the expression FIRST PARTY and the SECOND PARTY shall mean and deem to mean and include their respective heirs, administrators, successors, legal heirs, representatives, and assigns.

**AND WHEREAS** the First Party / Seller, purchased the property mentioned in schedule of the agreement, vide sale deed dated \_\_\_\_\_ from (1) Mr. \_\_\_\_\_ S/o \_\_\_\_\_, which has been duly registered in the office of Sub-registrar, Dehra Dun at Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_ at page \_\_\_\_\_ to \_\_\_\_\_, as document No. \_\_\_\_\_ registered on \_\_\_\_\_.

**AND WHEREAS** by virtue of aforesaid deed of sale the First Party became of the absolute owner in possession of the property mentioned in schedule of the deed. The name of the First Party is duly recorded in revenue records /

municipal records as owner. The First Party has full right to sell, transfer, alienate, the property mentioned in schedule of the agreement.

**AND WHEREAS**, the property is clear of all the charges, liens, demands, attachments, loan, mortgages etc. and the actual owner is in exclusive owner thereof.

**AND WHEREAS**, the FIRST PARTY has agreed to sell the property mentioned in schedule of the agreement and the SECOND PARTY has agreed to purchase the same at the agreed sale consideration of \_\_\_\_\_ **(Rupees \_\_\_\_\_ Only)** and on terms and conditions mentioned in the present deed. The terms of the present agreement to sell is being reduced in writing so that it may remain on record and is used where and when required.

**NOW THIS AGREEMENT WITNESSETH AS UNDER :-**

- 1- That the FIRST PARTY shall sell and the SECOND PARTY shall purchase the property mentioned in schedule of the agreement in consideration of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** The SECOND PARTY has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) to the FIRST PARTY as advance/earnest money out of the total sale consideration vide cheque No \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, Branch \_\_\_\_\_, at the time of signing of the present agreement, the receipt whereof is acknowledged by the FIRST PARTY in presence of witness.
- 2- That it is hereby clear and agreed between the parties that the present agreement is subject to the due diligence in regard to the title of First Party and shall be concluded on receiving the clear title report /NEC .
- 3- That at the instance of First party the Second Party shall handover a draft for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the purpose of deposit to be made in the loan account held in the name of the First party, which shall stand adjusted towards the sale consideration and the remaining sale consideration amounting to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_), shall be paid by the SECOND PARTY to the FIRST PARTY on or before of execution of sale deed.

- 4- That the time for the execution and registration of the sale-deed for the property mentioned in schedule of the agreement shall be on or before \_\_\_\_\_. The time shall be the essence of the contract.
- 5- That the possession of the property mentioned in schedule of the agreement shall be delivered by the FIRST PARTY to the SECOND PARTY at the time of execution of sale deed in favour of the SECOND PARTY or his nominee.
- 6- That the property mentioned in schedule of the agreement is free from all type of court attachment, the First Party has assured the Second Party that he possess clear, marketable title and possession of the property mentioned in schedule of the deed.
- 7- That all the expenses, regarding the registration of sale-deed shall be borne by the SECOND PARTY.
- 8- That if the FIRST PARTY fails to perform their part of contract, then the FIRST PARTY shall be under obligation to refund the advance / earnest money to the SECOND PARTY and further amount equivalent to the advance / Earnest money paid under the present agreement, as damages to the SECOND PARTY.
- 9- That the SECOND PARTY shall be entitled to nominate any person for the purpose of execution and registration of the sale deed to which the FIRST PARTY shall have no-objection.
- 10- That the FIRST PARTY is liable to pay / clear all the dues / tax etc. if any pending over the property mentioned in schedule of the agreement till the date of execution of sale deed.
- 11- That the property mentioned in schedule of the agreement is situated with the limits of Nagar Nigam, Dehra Dun, Hence the present agreement is not hit by any of the provisions of Uttaranchal (The U.P. Zamindari Abolition and Land Reforms Act, 1950) (Adaptation and Modification Order-2001) (Amendment Act 2003) [Uttaranchal / Uttarakhand Act No. 29 of 2003 and Act No. 12 of 2006] and Uttarakhand Ordinance No. 1 of 2007.

**SCHEDULE OF THE PROPERTY**

All that part of property bearing Municipal No. \_\_\_\_\_  
Uttarakhand, comprising of \_\_\_\_\_ Sq. Meters of land area and  
\_\_\_\_\_ Sq. Meter covered area, consisting of \_\_\_\_\_ room,  
\_\_\_\_\_ kitchen, \_\_\_\_\_ latrine, bathroom and Verandah, situated at Khasra  
No. \_\_\_\_\_ Mouza \_\_\_\_\_, Dehra Dun, Uttarakhand,  
bounded and butted as under :-

East : \_\_\_\_\_ house of Mr. Hari Singh

West : Property of others

North : Property of \_\_\_\_\_

South : 25 feet wide Road, and property of \_\_\_\_\_

In witness whereof both the parties have signed this agreement on the  
day, month and year first above written.

**FIRST PARTY**

**SECOND PARTY**

Witnesses :-

1. _____ _____ _____	2. _____ _____ _____
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