

AGREEMENT TO SELL
(WITHOUT POSSESSION)

Date of Execution : _____
Place of Execution : Lucknow
Sale Consideration : Rs. _____/-
Stamp Duty Paid : Rs. _____/-

DETAILS OF INSTRUMENT IN SHORT

1.	Ward/ Pargana	_____
2.	Mohalla/ Village	_____
3.	Details of Property (Property No.)	Commercial Building built on Plot No.____ over Khasra No.____ Min,
4.	Standard of measurement	sq. meter
5.	Area of Plot	_____sq fts or _____ sq. meter
6.	Covered Area of Commercial Building	_____ sq fts or ____sq. meter
7.	Location Road	_____ mts away from any segment road
8.	Type of Property	Commercial
9.	Consideration	Rs. _____/-

10.	Details of SELLER	Detail of Purchaser
Mr. _____ S/o Mr. _____, R/o _____	MR. _____ S/o _____ Mr. _____ R/o _____	

Mr. _____ S/o Mr. _____ (Pan No. _____), R/o _____

(hereinafter referred to as “**Seller/Developer**”) which expression shall mean and include its legal representatives, successors, transferees and assignees etc) of One Part,

AND

MR. _____ S/o _____ Mr. _____ (Pan No. _____), R/o _____

(hereinafter referred to as “**PURCHASER**” which expression shall mean and include their respective heirs successors, transferees, and assignees etc) of the Other Part.

WHEREAS, the Seller/First Party is the absolute owner in possession of a Property i.e. Commercial Building **built on Plot No. _____ over Khasra No. _____ Min, having plot area _____ sq mts i.e. _____ sq ft, Situated at**

_____. (Fully detailed and described at the foot of this agreement). The said Property was purchased by the seller from Smt. _____, by way of registered sale deed, which is registered in the office of Sub-Registrar-_____, became the owner of the said property and have their clear and marketable title over the said property.

AND WHEREAS the First party/Seller wants to transfer the said property and the Second Party are willing to purchase the said property and offered a sum of **Rs. _____/- (Rupees _____ Only)** for the said property. After considering it fit and proper the First Party has accepted the said offer of the Second Party and agreed to transfer the said property in favour of the Second Party on the following terms and conditions.

AND WHEREAS the Purchaser has agreed to purchase and to enter into present Agreement to sell with the Seller on the following terms and conditions.

NOW THE AGREEMENT TO SELL WITNESSETH AS UNDER:

1. That the Seller shall sell the commercial Building **built on Plot No. _____ over Khasra No. _____ Min, having plot area _____ sq mts i.e. _____ sq ft, Situated at _____** in favour of the Purchaser or any person nominated by the Purchaser for a total sale consideration of **Rs. _____/- (Rupees _____ Only)**, out of which the Second Party has paid a sum of **Rs. _____/- (Rupees _____ Only)** as Advance, more particularly described in the schedule of Payment, the receipt of which the First Party hereby accepts and acknowledges. Now the balance amount of sale consideration of **Rs. _____/- (Rupees _____ Only)** will be paid by the Second party to the First party within Six Month, which can be extended at the choice and discretion of purchasers in which the seller do not have any objection.

2. That the Seller assures that the property agreed to be sold under this Agreement to sell is free from all sorts of encumbrances, liens or charges and the Sellers have every right and title to transfer the same in favour of the Purchaser.
3. That all other taxes or any other dues of whatsoever nature payable towards the aforesaid property till the Date of handing over the possession shall be borne and paid by the Sellers and thereafter by the Purchaser.
4. That all the expenses for the execution and registration of this Agreement to Sell and Sale Deed such as Stamp Duty and registration charges and other incidental charges shall be borne by the Purchaser.
5. That the actual possession of the property has not been delivered to the Purchaser by the Seller under this Agreement to sell the same shall be delivered at the time of execution of the sale deed.
6. That the terms and condition of this agreement to sell shall be modified by way of written supplementary agreement and all the agreement executed shall always be part and parcel of this registered agreement to sell and binding on the Seller.
7. THAT if any kind of Sales tax Liability or Service tax or other Tax liability or any other kind of due, charges, imposed or demanded by any authority or Government, then the Purchaser shall be liable to pay the same to the SELLER on demand by the SELLER on the prevailing rate without any kind of objection by any reason whatsoever.

8. That the expression SELLER and the Purchaser herein before used unless repugnant to the context mean and shall always mean and include their heirs, successors, legal representatives and assigns.
9. That since the sale consideration is **Rs.** _____/- (**Rupees** _____ **Only**) as such stamp duty @ 2% i.e Rs. _____/- is being paid through E-Stamp Certificate No.IN-UP_____T Dated _____,2021.

SCHEDULE OF PROPERTY

Commercial Building built on Plot No._____ over Khasra No._____ Min, having plot area _____sq mts i.e. _____ sq ft, Situated at _____

_____, and which is bounded as below:-

BOUNDARIES

North:
South:
East :
West :

SCHEDULE OF PAYMENT

1. Received Rs._____-/- through Cheque/DD No._____ dated_____ drawn on _____ BANK.
2. Received Rs._____ /- through Cheque/DD No._____ dated _____ drawn on _____ BANK.

Thus the total advance money **Rs.** _____/- (**Rupees** _____ **Only**) has been received by the first party from the second party, the receipt whereof first party hereby acknowledges.

IN WITNESS WHEREOF the parties to this Agreement have put their Signatures and executed this agreement in their

sound disposition of mind without any coercion, under influence, pressure from anybody whomsoever.

WITNESSES:-

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1.

2.

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Typed By:
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Drafted by:
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