

AGREEMENT TO SALE

THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT GUHAGAR ON
THIS DAY OF _____ IN THE YEAR 2013.

Hereinafter referred to as “**THE CONSENTING PARTY**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns etc.)

.... OF THE THIRD PART

WHEREAS all that piece and parcel of the land specifically separated and demarcated totally admeasuring about 20 Hectors 19 Ares of the properties bearing Gut no. 744, 745, 746, 748, 749, 751, 752, 778, 781, 782, 783, 784, 787, 915, 916 & 917 (New Gut No. 778) situated at Village: Velneshwar, Taluka: Guhagar, District: Ratnagiri, (which is hereinafter collectively referred to as the ‘larger land’) is owned by one of the associates of **THE CONSENTING PARTY** i.e. **THE VENDOR**

AND WHEREAS the Vendor herein has purchased the said larger land from it’s said original owners vide various sale-deeds which were registered in the office of the Sub-Registrar, Guhagar Taluka, Name of the Vendor has also been entered into the revenue record of the said larger land.

AND WHEREAS the other Associate member of **THE CONSENTING PARTY** i.e. **GOKA ENGINEERING COMPANY PVT.LTD** is having long standing experience of development and sale of lands. Hence both the above mentioned Associates of the **CONSENTING PARTY** came together and established the Joint Venture named **GOKA NIRMITEE** (The Consenting Party herein) by duly executing ‘Joint Venture Agreement’ on **10/03/2011** which is duly registered with the Sub Registrar, Guhagar, Dist. Ratnagiri, at Sr. No. **370/11**

AND WHEREAS Shri Prakash Morey, partner of Morey Properties, and Associate member of **THE CONSENTING PARTY** brought all the said larger land under the control of **THE CONSENTING PARTY** for its proper development and sale. Hence after execution of the said Joint Venture, the **CONSENTING PARTY** got the total land demarcated through the T.I.L.R. Guhagar, prepared the layout plan converting the larger land into various plots and also providing for the internal roads, open spaces, amenity area etc. The said layout plan was submitted for sanction with the office of Town Planning, Ratnagiri who has duly sanctioned the same vide its Order No. LNL/SR/27, **THE CONSENTING PARTY** simultaneously also applied to the Collector, Ratnagiri for conversion of the said larger land into Non-agricultural use and the Collector, Ratnagiri has also passed such N.A. Order No. LNL/SR/27 dated 19/10/2010. The transferor herein has sub-divided the said larger land into various plots as per the lay-out plan which has been sanctioned by the Collector in the above mentioned N.A. layout.

AND WHEREAS After due negotiations by and between THE VENDOR AND THE CONSENTING PARTY, **THE VENDOR** has agreed to sell the said land to and in favor of the person/s as may be decided by THE CONSENTING PARTY and also agreed to execute one or more sale deeds/Agreement to sale as may be decided by THE CONSENTING PARTY.

AND WHEREAS THE CONSENTING PARTY has undertaken the entire development of the said layout as per sanction of Assistant Director Town Planning at Ratnagiri

AND WHEREAS the CONSENTING PARTY has named the said project as **Gold Valley Velneshwar**, the purchasers have shown his/her/their interest to purchase plot in the said project. After verifying the said lay out plan, the purchaser has selected **Plot along with bungalow bearing No. _____, admeasuring about _____ Sq. Mtrs i.e. _____ Sq.Ft.** being the subject matter of the present Agreement to Sale and the said portion of the larger land is herein after referred to as **“THE SAID PLOT”** for the sake of brevity and convenience, which is more particularly described in the schedule written hereunder and which is marked and delineated on the copy of the said layout plan by red lines, which map/plan is part and parcel of these presents.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS-

1. THE CONSENTING PARTY and THE VENDOR hereby agrees sale the said plot to the PURCHASERS forever for a total lump sum consideration of **Rs. _____ /- (Rupees _____ Only)**.The PURCHASERS have paid booking amount of **Rs. _____/- (Rupees _____ Only)** to the CONSENTING PARTY as described in the particulars of payment mentioned in para-5 below.
2. THE CONSENTING PARTY have assured unto the PURCHASER/S that:
 - a) It has full and absolute authority to sell, transfer and convey the said plot of land in favor of the PURCHASER/S,
 - b) The title of the VENDOR to the said plot of land is clean, clear and marketable and is free from all the encumbrances,
 - c) All the taxes, cesses and assessment payable to the State Government etc. in respect of the said plot have been paid by THE CONSENTING PARTY till this date and the PURCHASER/S hereinafter shall bear and pay the same.

- d) The said land or any part thereof is not subject of any acquisition, or requisition nor have they received any such notice till today,
- e) THE CONSENTING PARTY have not created any charge by of mortgage, lien, lease, guarantee, agreement, sale deed or otherwise of the said plot with any third person.
- f) The said plot is not a subject matter of any dispute or litigation in any court of law,
- g) The CONSENTING PARTY has assured unto the PURCHASER/S that the above Authorized Signatories are duly authorized to sign this Agreement to sale by all the Associates of the CONSENTING PARTY.
- h) The said plot is its self acquired property of the VENDOR and THE CONSENTING PARTY has lawful right to sell and transfer the same in favor of the PURCHASER/S.

4. THE FOLLOWING CONDITIONS SHALL BE BINDING ON THE PURCHASERS HEREIN:

- a) The Society/Association of Persons (AOP) of the plot holders will be formed for the purpose of maintenance only; however, the plots and the bungalows constructed thereon will be free hold.
- b) The PURCHASERS shall not make encroachments like flower beds, compound walls, gates, temporary structures etc. inside or outside plot area.
- c) THE PURCHASERS shall not make commercial/industrial use of the bungalow constructed thereon i.e. guesthouse, workshop etc. and the PURCHASER has agreed to use the said bungalow for residential purpose only.
- d) THE PURCHASERS have to fix a tested water meter , a ferual and stopcock at his/her/ their cost of his/her/their pipeline connection from the main line provided by the CONSENTING PARTY during the construction of bungalow or plantation of trees and so on and the PURCHASERS will have to pay necessary water deposit charges and water charges fixed by THE CONSENTING PARTY towards the water consumed by him/her/ them and the nonpayment of water charges will result into disconnection of water supply to the PURCHASERS herein.
- e) Income from plantation in the project outside the residential plot area will be the property of THE CONSENTING PARTY.
- f) THE PURCHASERS have agreed to obtain prior written permission from THE CONSENTING PARTY /SOCIETY before commencement of construction work of the bungalow and THE CONSENTING PARTY /SOCIETY will verify the plans to ensure that, they are according to the sanction / approved plans of Assistant Director Town Planning, Ratnagiri and THE CONSENTING PARTY

/SOCIETY will charge Rs.1000/- (Rupees One Thousand Only) as scrutiny fee for above mentioned verification.

- g) THE PURCHASERS will require No Dues Certificate from the CONSENTING PARTY/SOCIETY before construction of bungalow or resale of plot or bungalow and THE PURCHASER will pay THE CONSENTING PARTY /SOCIETY transfer charges of Rs. 10,000 (Rupees Ten Thousand only) at the time of resale.
- h) That, THE CONSENTING PARTY has recommended that, all vehicles owned by the PURCHASER and his /her/their guests should have valid PUC (Pollution Under control)Certificate.
- i) The PURCHASER has agreed that the compound wall and gate of all units facing the main avenues must be of the same type as recommended by THE CONSENTING PARTY herein.
- j) THE CONSENTING PARTY has recommended that, all the bungalows have solar water heater system and other energy saving electrical fitting and equipments.
- k) THE CONSENTING PARTY has recommended that, all the bungalows be constructed using maximum local material as far as possible.
- l) That, THE PURCHASER has agreed to plant at least 10 trees with drip irrigation before completion of the bungalow at his/her/their cost.
- m) THE CONSENTING PARTY has recommended rain water harvesting wherever possible.
- n) That the ownership of the amenity space and open space will be of THE CONSENTING PARTY herein and THE CONSENTING PARTY is entitled to use the same and /or to sell such open spaces, amenity spaces at discretion.
- o) THE CONSENTING PARTY can appoint professional agencies for undertaking the maintenance of above named scheme i.e. GOLD VALLEY VELNESHWAR. All the terms and conditions of the contract with the professional agencies will be decided by THE CONSENTING PARTY, AND the same contract will be binding on THE PURCHASER.
- p) That there will be an independent centralized club house and beach house with recreational facilities for all phases of the project named as “GOLD VALLEY VELNESHWAR”. This club house and recreational facilities will be opened to public and will also be available at concessional rates to all plot holders in the said project named as “GOLD VALLEY VELNESHWAR”. Also, 20% of the maintenance charges collected from plot holder will be paid to the said clubhouse and recreational facility establishment on monthly basis.

- q) That THE PURCHASER will be entitled to a 20% discount on lodging, food and other facilities at the Beach House owned by THE VENDOR, located on Velneshwar Village beach.
- r) THE CONSENTING PARTY is entitled to frame rules and regulations governing management of the said project name as “GOLD VALLEY VELNESHWAR” till the society is formed.
- s) That, the PURCHASER has agreed not to make inconvenience to the proposed project in any manner and particularly by causing burden on the water supply.
- t) The PURCHASER has agreed to follow all the rules, regulations, terms, and conditions of N.A. Order and building permission issued by Collector, Ratnagiri.
- u) THE PURCHASERS / SOCIETY are not entitled to change the name of the project from “GOLD VALLEY VELNESHWAR”.
- v) THE CONSENTING PARTY shall have a right to use the common roads, amenity spaces, open space with other purchasers of the plots in the said project named as “GOLD VALLEY VELNESHWAR’ and THE CONSENTING PARTY has reserved their right to use common roads, wells , water reservoirs , open spaces, amenity spaces for extension unto their adjoining sectors.
- w) THE VENDOR has acquired perpetual right of way leading from the public road up to the said layout, and shall have right to use the said road for ingress and egress and further, shall have right to use the roads carved out of the sanctioned layout for itself and shall have right to assign the said rights to any person/s of its choice. THE CONSENTING PARTY shall also have perpetual right to use the said approach road and the internal roads. The said approach road as well as the internal roads can be used for ingress and egress perpetually by THE VENDOR and its nominees / assignees / transferees, etc. in case, THE VENDOR / THE CONSENTING PARTY acquire adjacent lands and any other lands acquired in future.

- x) THE VENDOR shall have access rights in respect of the adjacent amenity space and open space of the layout.
- y) If the PURCHASERS are interested in getting their bungalow constructed on the plot within 3 years of Sale deed, it is clearly understood and binding on the PURCHASERS to get this construction done from the VENDOR.
- z) In case default or delay or dishonor of the any cheque in the payment, it will attract the fine @ of Rs. 250/- per day till realization the payment. During this

period the purchaser will not allow to use any amenities / facilities provided in the project.

- aa) Out of the 20 Hectares 19 Ares (50 Acres 19 Gunthas) included in this layout, the VENDOR has retained approximately 2.4 Hectares (6Acres) comprising of plot numbers 1,2,57,58,59,60,61,62,119,120,121,122,123,124,125,126,127 and 128 as per Sanctioned N.A. layout. THE VENDOR shall have absolute right to hold, possess the said plots as exclusive owner thereof, build any commercial establishment such as guest house, hotel, mall, or shops, and has right to sell, assign, transfer, lease out or alienate in any manner the said plots to any person/s, firm, company as per its choice and has absolute right to receive consideration, premium, lease rent etc. from the purchaser, transferee, lessee as the case may be and THE CONSENTING PARTY or THE PURCHASERS are not entitled to claim any consideration in any form, monetary or otherwise from THE VENDOR.

5. PARTICULARS OF PAYMENT:

At the time of booking of the said plot with bungalow, the **PURCHASERS** have paid to **THE CONSENTING PARTY** an lump sum amount of **Rs. _____/- (Rupees _____ Only)**. **THE CONSENTING PARTY** has issued separate payment made receipt of the same to the **PURCHASERS** herein and the balance amount of **Rs. _____/- (Rupees _____ Only)** is to be paid by the **PURCHASERS** to **THE CONSENTING PARTY**

The payment of the above mentioned amounts on it's due date is the essence of this Agreement to sale.

6. **THE CONSENTING PARTY** has agreed to execute sale deed of the said plot **along with bungalow** to and in favor of the **PURCHASERS** or their nominee/s as the case may be.
7. It is hereby agreed by and between the parties that **THE CONSENTING PARTY** shall give possession of the Said plot **along with bungalow** to Ms. _____ being the Nominee of the Purchasers, in case of death of the Purchasers before the possession of the Said Plot **along with bungalow** is handed over to the Purchasers, provided the said Nominee is ready and willing to perform and performs the remaining part of this Agreement. In such event, the said Nominee

shall be treated as representing all the legal heirs in case of intestate succession or Trustee in case of testamentary succession, for all the purposes of these presents and notices served on the said Nominee shall be treated as sufficient service on all legal heirs of the deceased Purchaser or beneficiaries under the Will of the deceased Purchasers. **THE CONSENTING PARTY** shall not be liable for any disputes amongst the legal heirs of the Purchasers. In case the Purchasers want to change his Nominee he may do so by informing to **THE CONSENTING PARTY** in writing.

8. **THE CONSENTING PARTY** has agreed to handover vacant and peaceful possession of the said plot **along with bungalow** to the **PURCHASERS** at the time of execution and registration of the sale deed of the said plot.
9. The Govt. taxes, semi Govt. taxes of the said developed plot **along with bungalow** has been paid by **THE CONSENTING PARTY** and the **PURCHASERS** have to pay all Govt. taxes, Semi Govt. taxes of the said developed plot **along with bungalow** to be conveyed to them after the sale deed is executed.
10. **THE CONSENTING PARTY** has agreed to execute and register sale deed of the said developed plot **along with bungalow** in favor of the **PURCHASERS** herein only after receipt of entire consideration of the said developed plot **along with bungalow** from the **PURCHASERS** herein.
11. Nothing contained in this Agreement is intended to be construed as a grant, demise of or assignment in law of the Said Plot. The Purchaser shall have no claim save and except in respect of the Said Plot hereby agreed to be sold to them.
12. Any delay tolerated in enforcing the terms and conditions of this agreement or any forbearance or giving of time to Purchaser shall not be constructed as waiver on the part of **THE CONSENTING PARTY** nor shall the same in any manner prejudice the rights of **THE CONSENTING PARTY** under this Agreement
13. All expenses of stamp duty, registration charges and other incidental charges for Agreement to sale of the said plot **along with bungalow** are to be borne by the **PURCHASERS** alone which are fixed at 8% of plot / bungalow cost.
14. Any dispute or difference between the parties arising out of this agreement or their respective liabilities hereunder shall be adjudicated by reference to the Arbitrator in the jurisdiction of Guhaghar at Taluka Guhaghar will act as an arbitrator.

ABOVE REFERRED SCHEDULE

All that piece and parcel of Plot along with bungalow bearing No. _____ admeasuring about _____ Sq. Mtrs / _____ Sq .Ft. having built up area admeasuring about _____ Sq. Mtrs / _____ Sq .Ft.carved out of the properties bearing Gut no. _____ (as per mutation entry No. _____ New Gut No. 778) situated at Village Velneshwar, Taluka Guhagar, and District Ratnagiri out of the layout plan mentioned above which is bounded as under:

On or towards East:

On or towards South:

On or towards west:

On or towards North:

IN WITNESS WHEREOF the parties have subscribed their respective hands on the day and date mentioned hereinabove.

Signed, sealed and delivered by the

Within named THE VENDOR,

Ms. Priyanka Prakash Morey

Through her constituted Power Of Attorney

Holder

Mr. Prakash Morey -----

Signed, sealed and delivered by the

Within named THE CONSENTING PARTY

GOKA NIRMITEE through its one of the Authorized

Joint signatories, Mr. Prakash Vasant Kane -----

Signed, sealed and delivered by the

Within named THE PURCHASER namely,

Mr. -----

Signed, sealed and delivered by the

Within named THE PURCHASER namely,

Mr.

In the presence of:

1. Mr.-----

-

2. Mr.-----

-