36) **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

37) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /SUBSEQUENT PURCHASERS:-**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat/Office/Shop/Unit, in case of a transfer, as the said obligations go along with the Flat/Office/Shop/Unit for all intents and purposes.

38) **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

39) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat/Office/Shop/Unit to the total carpet area of all the Flat/Office/Shop/Unit in the Project.

40) **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

41) **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been

43) That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

PANVELKAR INFRASTRUCTURES PRIVATE LIMITED
Nandi Commercial Complex, Shivdham, Ambernath(E),
Notified Email ID: **crm@panvelkar.in**

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

44) **JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

45) **Stamp Duty and Registration** :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the PROMOTOR/DEVELOPERS.

46) **Dispute Resolution** :-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

47) **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil courts will have the jurisdiction for this Agreement.

48) **PROJECT NAME**

The name of the Project and building shall be "**PANVELKAR ESTATE - GREENFORD**", and this name shall not be changed without the written consent of the Promoters. The name of association shall also be decided by the Promoters at their discretion.

49) It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and

50) This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

U.S.T.R
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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Badlapur. in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE - I

SCHEDULE OF THE SAID LAND HERETO DESCRIBED

PROPERTY NO.1

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Gut No. 42/2 Area admn. 7910 Sq. mtrs Village Mankivali, Taluka Ambernath, Dist Thane, within local limits Of Kulgaon Badlapur Municipal Council And within The Registration District Thane, Sub Registration District Ulhasnagar .

PROPERTY NO.2

ALL THAT PIECE AND PARCEL OF non-agricultural land bearing Gut No.42/3 Area admn. 350 sq. mtrs. Village Mankivali, Tal. Ambernath, Dist. Thane, Within The Local Limits Of Kulgaon Badlapur Municipal Council And Within The Registration District Thane, Sub Registration District Ulhasnagar .

PROPERTY NO.3

The promoter has purchased T.D.R. in respect of land bearing Survey No.57 Hissa No.8, Area admeasuring 2494 sq. mtrs., Village Katrap, Tal. Ambernath Dist. Thane, by virtue of Transfer Deed of T.D.R. bearing Registration no. UHN-2-5563/2018 dated 27/04/2018.

PROPERTY NO.4

The promoter has purchased T.D.R. in respect of land bearing Survey No.57 Hissa No.8, Area admeasuring 623.5 sq. mtrs., Village Katrap, Tal. Ambernath Dist. Thane, by virtue of Transfer Deed of T.D.R. bearing Registration no. UHN-2-3425/2018 dated 20/03/2018.

PROPERTY NO. 5

The promoter has purchased T.D.R. in respect of land bearing Gut no. 13, Hissa no. 2, Area admeasuring 666 sq. mtrs., Village Manjarli, Tal. Ambernath Dist. Thane, by virtue of Transfer Deed of T.D.R. bearing Registration no. UHN-2-10937/2017 dated 03/10/2017.

PROPERTY NO.6

The promoter has purchased T.D.R. in respect of land bearing S[illegible]

JOINT SUB REGISTRAR OFFICE ULHASNAGAR

Together with all easement rights .

BOUNDARIES OF THE TOTAL PROJECT LAND ARE AS UNDER :-

On Or Towards The East	: S.No. 50
On Or Towards The West	: S.No. 42/1
On Or Towards The South	: S.No. 41
On Or Towards The North	: S.No. 43

SCHEDULE - II

SCHEDULE OF FLAT HERETO DESCRIBED

NAME OF PROJECT	BUILDING/ WING/ NAME	FLAT / SHOP/ OFFICE	AREA CARPET SQ.MTR.	FLOOR
"PANVELKAR ESTATE - GREENFORD",	C wing	503	30.70	Fifth

SCHEULE III

COMMON AREA AVAILABLE TO THE PURCHASER

1) The land under the building
2) The footings, RCC structures and main walls of the building.
3) The staircase columns and lift as with lift room in the building.
4) Common Sewage/Drainage water, electrical lines, power backup
5) Common ground water storage tank and overhead tank.
6) Electricity meters, wiring connected to common lights, lift, pumps.
7) Open terrace.

LIMITED COMMON AREAS AND FACILITIES:-

1) Partition walls between the two units shall be limited common property of the said two units.
2) The areas under stilts/marginal open spaces/ basements and portions thereof may be

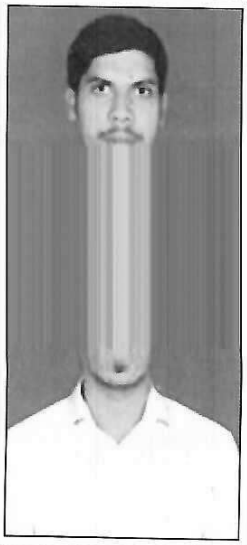
IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

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SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

NAME OF PROMOTER/BUILDER	SIGNATURE/ L. H. THUMB IMPRESSION	PHOTOGRAPH
PANVELKAR INFRASTRUCTURES PRIVATE LIMITED (PAN NO. AAFCP3290F) Through **Director** **SHRI. RAHUL VIJAY PANVELKAR**		

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER

NAME OF PURCHASER	SIGNATURE/ L.H.THUMB IMPRESSION	PHOTOGRAPH
Mr. Subhash Tukaram Ghag **Pan No. BUXPG1060N**		
Mrs. Poonam Subhash Ghag **Pan No. DLKPK6242J**		

उ.ह.ना.२
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RECEIPT

Received from the purchaser the day and year above mentioned a sum of **Rs. 2,00,000/-** (Rupees **Two Lakh** only) out of total consideration amount of Rs: **24,00,000/-** (Rupees:- **Twenty Four Lakh** only), as and by the way of part-payment/advance/full Sale Consideration herein above mentioned by virtue of below mentioned Cash/Cheques viz. :-

DATE	BANK NAME	CHEQUE NO	AMOUNT
02.11.2019	**State Bank of India**	**Swipe**	**25,000/-**
11.01.2020	**Bank of Baroda**	**100001**	**1,00,000/-**
21.02.2020	**Bank of Baroda**	**NEFT**	**20,000/-**
21.02.2020	**Bank of Baroda**	**NEFT**	**50,000/-**
21.02.2020	**Bank of Baroda**	**NEFT**	**5,000/-**

WE SAY RECEIVED

PANVELKAR INFRASTRUCTURES PRIVATE LIMITED

Through its Director

SHRI RAHUL VIJAY PANVELKAR

OFFICE OF THE JOINT SUB REGISTRAR OFFICE-ULHASNAGAR-2