

Franking



17/04/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

दस्ता क्रमांक : 5257/2023

नीदणी :

Regn:63m

गावाचे नाव : खोणी

(1) विलेखाचा प्रकार करारनामा
(2) मोबदला 4011941
(3) बाजारभाव(भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 2283500

(4) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: ठाणे इतर वर्णन :सदनिका नं: 606, भाळा नं: 6वा मजला, इमारतीचे नाव: फ्रेस्का डी-विंग, ब्लॉक नं: डोंविवली-पूर्व ठाणे, तळोजा बायपास रोड, इतर माहिती: विभाग नं. 27.4 सोबत एक टू व्हीलर पार्कींग दिनांक 15/01/2008 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पान्तर्गत प्रथम चिकीकरारनाम्यास मु.शु. मध्ये 50% सबलत(टीपीएस 1213/116/सीआर-289/13/मुडी-12)(Survey Number : 64/1 Pt, 148/15 pt व दस्तात नमूद केल्याप्रमाणे ;)

(5) क्षेत्रफळ

1) 39.02 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:-मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु.मु. पॅट्रिक मोनिस तर्फे कु. मु. पंढरी केसरकर - - वय:-50; पत्ता:-प्लॉट नं:-, भाळा नं:-, इमारतीचे नाव: 412, 4था मजला, 17जी, वर्धमान चेंबर, कायसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:-धीरज दीपक चितळे - - वय:-43; पत्ता:-प्लॉट नं:-, भाळा नं:-, इमारतीचे नाव: 303, मनोदत्त सहनिवास, ब्राह्मण सोसायटी, उमा नीळकंठ जिम समोर, लोपाडा ठाणे (प), इंडिया, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-400602 पॅन नं:-AGCPC2449P
2): नाव:-शैरवी धीरज चितळे - - वय:-37; पत्ता:-प्लॉट नं:-, भाळा नं:-, इमारतीचे नाव: 303, मनोदत्त सहनिवास, ब्राह्मण सोसायटी, उमा नीळकंठ जिम समोर, लोपाडा ठाणे (प), इंडिया, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-400602 पॅन नं:-AOEPC1247B

(9) दस्तऐवज करून दिल्याचा दिनांक

17/04/2023

(10) दस्त नोंदणी केल्याचा दिनांक

17/04/2023

(11) अनुक्रमांक, खंड व पृष्ठ

5257/2023

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

140500

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेरा

सह. दुय्यम निबंधक वर्ग-2
कल्याण क्र. 49

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

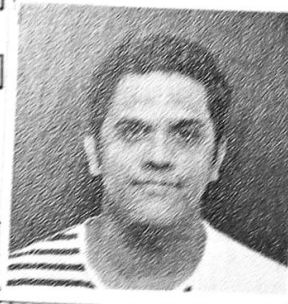
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

M - A (PERSONAL DETAILS)

APPLICANT CO-APPLICANT GUARANTOR

Customer Yes No

CIF No/ Account No.



First Name Middle Name Last Name
 MR DEEPAK DEEPAK CHITALE

Mr. Mrs. Ms. Dr. Other Gender M F Transgender

Status Single Married Other Date of Birth 13/02/1980

Spouse First Name Middle Name Last Name
 BHARVI DEEPAK CHITALE

Relationship with Primary Applicant (Applicable for Co-applicant/ Guarantor) HUSBAND

Father First Name Middle Name Last Name
 DEEPAK NARAYAN CHITALE

Mother First Name Middle Name Last Name
 VIDYA DEEPAK CHITALE

UID No. 477750547016 PAN No. AGCP2049P

No. Driving License No.

No. MGNREGA Job Card No.

Status Resident NRI / CIO Citizenship INDIAN

Hindu Islam Christian Sikh Jain Buddhist Zoroastrian Bahaist Judaist Agnosticist Others
 SC ST OBC General

[Signature]
 Sign here

Please s

Permanent Address

Address: Years at current address Months at current address Residence Type Owned Rented Company Let

FLAT NO 303, MANODATTA SAHNIWAS
 HITVARDHINI PATH, HINDU COLONY,
 BRAHMAN SOCIETY NAUPADA
 400602 Village THANE City THANE
 THANE State MAHARASHTRA Country INDIA
 9819652781 Email ID CHITALESR@GMAIL.COM

Permanent Address Same as Present Address? Yes No

Present Address: (If no, fill below)

FLAT NO 303 MANODATTA SAHNIWAS
 HITVARDHINI PATH, HINDU COLONY
 BRAHMAN SOCIETY NAUPADA
 400602 Village THANE City THANE
 THANE State MAHARASHTRA Country INDIA
 9819652781 Email ID CHITALESR@GMAIL.COM

Co-applicant/guarantor is near relative of any of the director (including Chairman and Managing Director) of SBI/ other Bank? Yes No
 Chairman Managing Director Other Director

Chairman/ MD or other director First Name Middle Name Last Name

Name of Bank/ Subsidiary/ Schedule co-operative Banks/ Trustees of Mutual Fund/ Venture Capital Fund.

Relationship with applicant/ co applicant/ guarantor (Dependent)
 Daughter (including step daughter) (Independent) Spouse (Independent) Daughter's husband
 Brother (including step brother) Mother (including step mother) Brother's wife
 Sister (including step-sister) Son (including step-son) (Independent) Sister's husband
 Brother (including step brother) of spouse Daughter (including step daughter) (Dependent) Sister (including step-sister) of spouse

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दस्ता क्र. ५२५७	२०२३
५	१००

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 17th day of April-2023

BETWEEN:

MACROTECH DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Mumbai Fort -400001,, hereinafter referred to as "**THE COMPANY**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part;

AND

Dhiraj Deepak Chitale and Bhairavi Dhiraj Chitale residing / having its address at **303, Manodatta Sahniwas, Brahmin Society Opp uma nilkanth gym, Naupada Thane (W) 400602 Maharashtra India** and assessed to income tax under permanent account number (PAN) **AGCPC2449P** , _____ hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them; and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the Other Part.

The Company and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

WHEREAS:

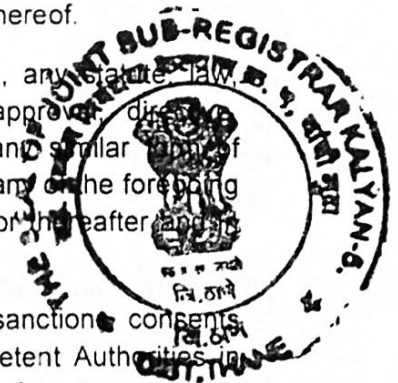
- A. The Company has constructed the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).
- B. The chain of title of the Company to the Larger Property is at Annexure 2 (Chain of Title).
- C. A copy of the Report on Title in respect of the Larger Property is at Annexure 3 (Report on Title).
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at Annexure 4 (Key Approvals). Applications for further Approvals may be under consideration of the relevant Authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building has been under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local Authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as Annexure 5 (Floor Plan).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, direction, guideline, policy, requirement, or other governmental restriction or any similar decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "Attorney" shall have the meaning ascribed to it in Clause 11.3.2(b) below.
- 1.6. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.7. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include



1.8. "Building" shall mean the single/multi-storied building constructed / being constructed as part of the Project.

1.9. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.

1.10. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6A (Other Amounts Payable before DOP).

1.11. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.

1.12. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.

1.13. "Cancellation Fee" shall have the meaning ascribed to it in Clause 11.3.2(a) below;

1.14. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.

1.15. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

1.16. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.

1.17. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.

1.18. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities) but shall not include the Demarcated Area.

1.19. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.

1.20. "Consideration Value" shall have the meaning ascribed to it at Annexure 6 (Unit and Project Details).

1.21. "Date of Offer of Possession" shall mean the date on which the Company, by written intimation, makes the possession available to the Purchaser along with the OC in respect of the Unit (the OC maybe for the entire Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).

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1.23. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.

1.24. "Exclusive Balcony/ Veranda/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

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1.25. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.

1.26. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at Annexure 6A (Other Amounts Payable before DOP).

1.27. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.

1.28. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.

1.29. "FEMA" shall have the meaning ascribed to it in Clause 20.1(bb) below.

1.30. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.

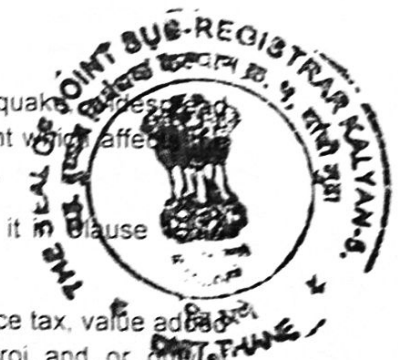
1.31. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake, disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals.

1.32. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause below.

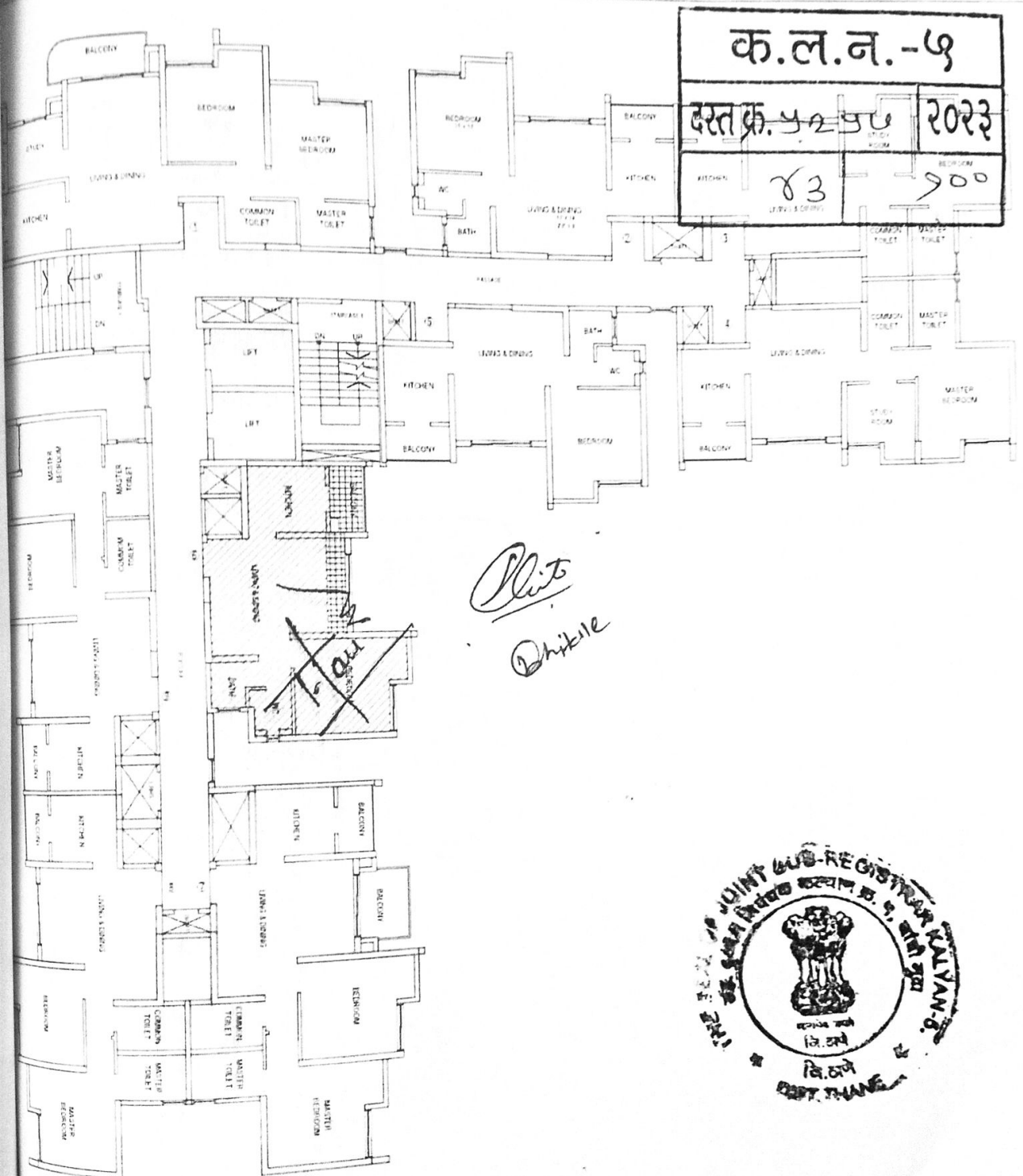
1.33. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

1.34. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate ("MCLR") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

1.35. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be land parcels which may be added to/ be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.



'Annexure - 5'



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UNIT 06
TYPICAL FLOOR PLAN
(LEVELS 1ST TO 7TH & 9TH TO 12TH)

PLAN NOT TO THE SCALE

LODHA
BUILDING A BETTER LIFE

PALAVA, DOMBIVALI
Developer
Macrotech Developers Limited
412 Floor- 4 17G Vardhaman Chamber,
Cawasji Patel Road, Horniman Circle
Fort, Mumbai-400001

CASA FRESCA WING: D

FLOOR 6th FLAT NO. 606

LEGEND	NORTH	ARCHITECT
CARPET AREA	NORTH ↑	KAPADIA ASSOCIATES PVT. LTD ARCHITECTURE URBAN DESIGN 107, ANAND NAGAR ROAD, 1 ST FLOOR, KEMURDI MUMBAI-400017 TEL: 022-26020000 FAX: 022-26020001 WWW.KAPADIAASSOCIATES.COM
EB/T AREA		

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Annexure 6

(Unit and Project Details)

CUSTOMER ID : 2229616

Correspondence Address of Purchaser: 303, Manodatta Sahniwas, Brahmin Society Opp uma nilkanth gym, Naupada Thane (W) 400602 Maharashtra India

Email ID of Purchaser: chitalesredolence@gmail.com

Unit Details:

- (i) Development/Project : Palava Fresca C - D
(ii) Building Name : Fresca
(iii) Wing : D
(iv) Unit No. : D-606
(v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	376	34.93
EBVT Area	44	4.09
Net Area (Carpet Area +EBVT Area)	420	39.02

(vi) Two-Wheeler Parking Space Allotted: 1

(V) Consideration Value (CV): Rs. 40,11,941/- (Rupees Forty Lakh Eleven Thousand Nine Hundred Forty-One Only)



(VI) Payment Schedule for the Consideration Value (CV):

no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
	Booking Amount I	70,000	12-04-2023
	Booking Amount II	1,30,597	12-04-2023
	Booking Amount III	37,71,225	05-06-2023
	On date of offer of Possession	40,119	Due As Per Construction

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the

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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hand and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED

By the Company within named
MACROTECH DEVELOPERS LIMITED
 through the hands of Constituted Attorney
MR. PATRICK MONIS.

authorised vide Power of Attorney

dated _____

In the presence of:

1. _____ *Wade*
2. _____ *PK*

SIGNED AND DELIVERED

By the within named Purchaser

Dhiraj Deepak Chitale

Bhairavi Dhiraj Chitale

In the presence of:

1. _____ *Sarjany*
2. _____ *Pratik*



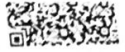
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000563398202324E		BARCODE	Date 13/04/2023-12:17:58		Form ID 25.2
Inspector General Of Registration			Payer Details		
Stamp Duty			TAX ID / TAN (If Any)		
Registration Fee			PAN No.(If Applicable) AAACL1490J		
KLN5_KALYAN 5 JOINT SUB REGISTRAR			Full Name Macrotech Developers Limited		
THANE			Flat/Block No. Flat No.606 Wing D Fresca		
2023-2024 One Time			Premises/Building		
Account Head Details		Amount In Rs.	Road/Street Taloja Bypass Road Dombivli East		
Stamp Duty		140500.00	Area/Locality Thane		
Registration Fee		30000.00	Town/City/District		
			PIN		
			Remarks (If Any)		
			PAN2=AGCPC2449P-SecondPartyName=Dhira		
			Chitale-CA=4011941		
			Amount In One Lakh Seventy Thousand Five Hundred Rupees Only		
			Words		
1,70,500.00					
FOR USE IN RECEIVING BANK					
Details		IDBI BANK	Bank CIN	Ref. No.	69103332023041413373 725486203
Cheque-DD Details			Bank Date	RBI Date	14/04/2023-17:38:03 Not Verified with RBI
DD No.			Bank-Branch		IDBI BANK
Bank			Scroll No. , Date		Not Verified with Scroll
Branch					

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दस्तावेज क्र. ५२५७ २०२३

2 300

Deepak

ent ID: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9867812625
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Deepak

Dhira

