

Letter of Intent

Ref : CRN - [●]

Date: [●]

To:

[Name and Address of Allottee]

Dear [●],

Greetings from Kalpataru.

We warmly welcome you to the Kalpataru family and congratulate you on choosing a Kalpataru home to be one of your life-time investments.

We refer to your Application Form dated [●] and Cost Sheet dated [●] for booking of the Apartment No. [●] planned to admeasure about [●] square meters Carpet Area (as per RERA), with an attached enclosed/utility/open balcony planned to admeasure approximately [●] square meters, on the [●] habitable floor (the, “**Said Apartment**”) in the proposed tower/wing “[●]”, and right to use [●] vehicle parking space/s as an amenity attached to the Said Apartment (the, “**Said Parking Space/s**”), in the complex known as “Kalpataru Elitus” being developed upon the land admeasuring approximately 15350.76 square meters bearing CTS Nos. 533(pt), 533/1, 533/2(pt) and 553 (pt), and forming a part of the larger land bearing CTS Nos. 533, 533/1, 533/2 and 553, of Village Nahur, Taluk Kurla, Mumbai Suburban District, in the Registration Sub- District and District Mumbai Suburban, situate at Lal Bahadur Shastri Marg, Mulund (West), Mumbai.

Based on the aforesaid Application Form and Cost Sheet and pursuant to your agreeing to the terms and conditions thereof, we have agreed to earmark in your favour the Said Apartment at or for a total Purchase Price of Rs. [●]/- (Rupees [●] Only) (the, “**Said Purchase Price**”) along with the right to use the Said Parking Space/s as an amenity thereto. The aforementioned earmarking is subject to you paying the Said Booking Amount (as defined below). The Said Purchase Price is payable as per the Schedule of Payment annexed

hereto and marked as **Annexure 'A'**.

You are aware that the complex “Kalpataru Elitus” (the, “**Said Project**”) is being developed, and has been registered, as a “*real estate project*” under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the applicable rules, amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time (**RERA**). The Said Project “Kalpataru Elitus” has been registered with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing MAHARERA Registration no. [●], as per RERA. Further, for more details refer MAHARERA website: <http://maharera.mahaonline.gov.in>

You are required to deposit (interest free) with us ten percent (10%) of the Said Purchase Price (the, “**Said Booking Amount**”) out of which you have deposited the sum of Rs. [●]/- (Rupees [●] Only), the details/receipt whereof are shown in **Annexure 'B'**.

You have perused the draft of the Agreement for Sale and have also read and understood all documents uploaded on the website of MAHARERA as referred to herein above. As per the aforesaid Application Form/Cost Sheet, you are required to execute the Agreement for Sale as specified therein in accordance with the provisions of RERA. As understood and agreed by you, the allotment of the Said Apartment earmarked, shall be confirmed, and the Said Booking Amount will be adjusted by us towards the Said Purchase Price, only on your executing and registering the Agreement for Sale.

If you fail to execute and register the Agreement for Sale as specified above, and/or if you commit default in payment of your dues, then you shall be in breach of this LOI. In such a case, we shall be entitled (but not obliged) to terminate this LOI in accordance with the Application Form and remove earmarking of the Said Apartment without any notice to you.

This LOI is merely an acknowledgement of an earmarking of the Said Apartment and the right to use the Said Parking Space/s (as an amenity thereto) on the terms hereof. This LOI is not, and shall never be deemed to be, and does not purport to be, an agreement for sale of

the Said Apartment, or the Said Parking Space/s by us, to you.

This LOI does not create, vest, or transfer, to you any right or interest whatsoever in the Said Apartment and/or the Said Parking Space/s and/or the Said Project.

This LOI shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.

This LOI and earmarking of the Said Apartment are non-transferable and non-assignable by you under any circumstances.

All notices and other communications to be given under this LOI shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned hereunder, shall be construed as a good service on you even if the same is received by us with remark "Premises closed", and you shall not raise any issue/dispute thereupon.

To: [•]

Address: [•]

E-mail: [•]

All the terms and provisions hereof and as contained in the Application Form, which is signed by you, are binding on you, and you have agreed, acknowledged and confirmed that you have accepted all facts and disclosures made to you. Failure of adherence to the terms of this Letter shall amount to be a breach committed by you.

Lastly, you shall, by countersigning this LOI, be bound by all the terms and provisions

hereof.

Yours faithfully,
For **Kalpataru Limited**

I/We hereby agree and confirm

Authorized Signatory [●]

Annexure 'A'
(Payment Schedule)

Payment schedule	Amount (in Rupees)
Total :	

Note: All instalments, together with applicable taxes, are payable within 15 (fifteen) days from the respective dates of demand made on you by us (time being of the essence)

Annexure 'B'
(Details of the Part Booking Amount Paid)

Receipt No. & Date	Cheque/Draft /ECS/NEFT/ RTGS Trxn.No	Date	Bank Name	Amount (in Rs.)

To Whomsoever It May Concern

Project Name: "Kalpataru Elitus"

Dear Sirs,

We, Kalpataru Limited, a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 91, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai – 400 055, hereby state as under:

The Agreement For Sale will be in conformity to the Real Estate (Regulation and Development) Act, 2016, and rules made thereunder including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time.

For Kalpataru Limited



Authorized Signatory

Date: 14th December, 2019

Place: Mumbai

KALPATARU LIMITED

CIN No : U45200MH1988PLC050144

91, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (E), Mumbai 400 055. India.

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