

Draft
Letter of Intent

Date: [●]

Ref : CRN - [●]
[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 Building “Wing [●]” (the, “**Said Project**”), and right to use [●] vehicle parking space/s as an amenity attached thereto (the, “**Said Parking Space/s**”), in the complex/sector known as “Sector 5”, being developed upon a portion of land situated at Kolshet Road, Thane (West) 400601, Maharashtra

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 [subject to your paying the Said Booking Amount (as defined below)], the Said Apartment at or for a total Purchase Price of **Rs. [●]/- (Rupees [●] Only)** along with the right to use the Parking Space/s as an amenity thereto. The agreed Purchase Price is payable as per the Schedule of Payment annexed hereto and marked as **Annexure ‘A’**.

You have been aware of the fact that the Sector 5 is being developed in multiple phases and each phase will be 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 “**Sector 5 Wing – [●]**”, in which the Said Apartment is a part thereof, 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 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 Application form, 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 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 and 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 earmarking of the Said Apartment and the use of the Said Parking Space/s (as an amenity thereto) on the terms hereof. The allotment thus earmarked, shall be confirmed only upon your execution of the Agreement for Sale.

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.

We once again take this opportunity to welcome you to Kalpataru Group family, and look forward to serve you and wish a fruitful long term mutual relationships.

Yours faithfully,
For **Agile Real Estate Private Limited**

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.)

AGILE REAL ESTATE

To Whomsoever It May Concern

Project Name: "Sector 5 Wing - B"

Dear Sirs,

We, Agile Real Estate Private Limited, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 having its registered office at 101, 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 Agile Real Estate Private Limited



Authorized Signatory

Date: 14th March, 2019

Place: Mumbai