

Letter of Intent

Date: _____

To:

CRN - _____

Name and Address of Allottee/s

Dear _____

Greetings from Eversmile Properties Private Limited !!

We warmly welcome you to the Eversmile Properties Private Limited family and congratulate you on choosing a Eversmile Properties Private Limited home as one of your life-time investments.

We refer to your Application Form dated _____ and the Cost Sheet for booking of the Apartment No. _____ planned to admeasure about _____ square meters Carpet Area (as per RERA), with an attached open balcony, planned to admeasure approximately _____ square meters, on the _____habitable floor (“**said Apartment**”) in the Project “**Sector 2A – Wing C**” (the “**Project**”) along with the right to use ____ (____) vehicle parking space/s (“**Parking Space/s**”) as an amenity attached thereto, located in the Whole Project to be known as “_____”, (bearing MahaRERA Registration No. _____), being developed upon a portion of the land in the Complex ‘Srishti’, situated at Village Penkarpada (earlier Village Mira), District Thane in the Salsette Taluka of the Thane Collectorate. You have confirmed that you have read, understood, accepted and agreed to the terms and conditions contained in the Application Form.

Based on your Application Form and the 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 Booking Amount), the said Apartment at or for a total Purchase Price of **Rs. _____/- (Rupees _____ Only) (‘Purchase Price’)** 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 are aware of the fact that the Whole Project named as “_____”(“**Whole Project**”), is being developed in multiple phases, in the Complex ‘Srishti’ (“**Complex**”), and each phase/building/tower/wing will be registered as a “*real estate project*” in accordance with 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/ MahaRERA from time to time (**RERA**). The Project “**Sector 2A – Wing C**” (“**Project**”), in which the said Apartment is located, has been registered with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing MahaRERA Registration

no._____. 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 (“**Booking Amount**”) out of which you have deposited the sum of **Rs._____-/- (Rupees _____Only)** the details/receipt whereof are shown in **Annexure ‘B’** hereto.

You have perused, understood and accepted the draft of the Agreement for Sale and have also perused, understood and accepted all documents uploaded on the website of MahaRERA as referred to herein above. As per the Application Form and the Cost Sheet provided to you, you are required to execute the Agreement for Sale as specified therein in line with provisions of the RERA. As understood and agreed by you, the Booking Amount will be adjusted by us, towards Purchase Price, on your executing and registering the Agreement for Sale.

If you fail to execute and register the Agreement for Sale as specified above, then you shall be in breach of this Letter of Intent (“**LOI**”) and we shall be entitled (but not obliged) to cancel and terminate this LOI in accordance with the Application Form and the Cost Sheet and cancel/ remove earmarking of the said Apartment in your favour without any notice to you.

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

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

This LOI and earmarking of the said Apartment and the Parking Space/s (as an amenity thereto) are non-transferable and non-assignable by you under any circumstances.

All notices and other communications to be given by us to you 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 or email is not communicated to us, the service of all notices and communication made by us to your address/ and email mentioned hereunder, shall

be construed as a good, proper and effective service on you even if the same is not received by you, and you shall not raise any issue/dispute thereupon.

To: _____

Address: _____

Email: _____

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 be a breach committed by you.

We take this opportunity to thank you once again, and look forward to a fruitful and long term relationship with you.

Best Regards,

For Eversmile Properties Private Limited

Authorized Signatory

Annexure “A”
(Payment Schedule)

Installment Name	Amount
Earnest/Booking Money	Rs._____-/-
Payable on or before _____	Rs._____-/-
Payable on completion of _____ Slab	Rs._____-/-
Payable on completion of _____ Slab	Rs._____-/-
Payable on completion of _____ Slab	Rs._____-/-
Payable on completion of _____ Slab	Rs._____-/-
Payable on completion of _____ Slab	Rs._____-/-
Payable on completion of _____ Slab	Rs._____-/-
Payable on completion of Brick Work	Rs. _____/-
On completion of Int. Plast. & Lift well	Rs. _____/-
Compl. of Flr in flats,Ext Plas.&Ter w/p	Rs. _____/-
Compl. of Ent lobby & pump	Rs. _____/-
Compl. Lift inst,Elec,Fitting & Paving	Rs._____-/-
On Intimation for possession	Rs. _____/-
Total	Rs._____-/-

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 Earnest/Booking Amount paid)

Receipt No	Receipt Date	Cheque/Draft No	Cheque Date	Bank Name & Branch	Amount
_____	_____	_____	_____	_____	Rs._____-/-