

Letter of Intent

Date: _____

To:

CRN - _____

Name and Address of the Allottee/s

Dear _____,

Greetings from Kalpataru!

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

We refer to your Application Form dated _____ and 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 (the, "**Said Apartment**"), in the Project "**Kalpataru Oceana**" (the, "**Said Project**"), and right to use (_____) vehicle parking space/s as an amenity attached thereto (the, "**Said Parking Space/s**"), being developed upon all that piece and parcel of freehold vacant land admeasuring 1990.81 square meters (equivalent to 2381 square yards) as per Survey Register for Town and Island of Bombay, bearing Final Plot No. 1285 of the Town Planning Scheme, Bombay City No. IV (Mahim Division), bearing Cadastral Survey No. 30 of the Mahim Division, in the Registration District and Sub-District of Mumbai City and situate at P. Balu Marg, off Vir Savarkar Road (formerly known as "Cadell Road"), Prabhadevi, Mumbai 400025.

We confirm that the Said Apartment and the Said Parking Space/s agreed to be earmarked hereby forms a part of our allocation in the proposed new building.

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 Said 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 that the project "**Kalpataru Oceana**" is being developed, and is 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 _____**" 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 vehicle 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:

Name and Address of the Allottee/s

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 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 fruitful long term mutual relationships.

Yours faithfully,

For **KALPATARU PROPERTIES (THANE) PRIVATE LIMITED**

Authorized Signatory

Annexure "A"

(Payment Schedule)

Installment Name	Amount

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	Receipt Date	Cheque/Draft No	Cheque Date	Bank Name	Amount