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.

1. **Allotment of the said Unit:**

(i) We refer to your Application Form dated _____ and the Cost Sheet for booking/allotment of the Apartment No._____ admeasuring RERA Carpet Area _____ square meters equivalent to _____ square feet, with an attached open balcony admeasuring ____ square meters equivalent to _____ square feet, on the _____ floor (the, "said Apartment") along with a vehicle parking space as an amenity to the said Apartment, in the Project "Primera" (the, "Project"), being developed upon a freehold land bearing new s.no. 19/1B, 19/2, 19/3, 19/4, 19/5, 19/6(pt.), 19/7, 19/9 to 19/12, 19/13/A, 19/13/B, 19/14, 19/15, 19/16A, 19/16B, 19/17 to 19/19, 19/20/A, 19/20/B, 19/21, 19/22, 19/24, 19/25/A, 19/25/B, 19/26, 19/27/A, 19/27/B, 19/28, 19/34/B, 19/34/C, 19/35, 19/36, 19/39/A, 19/39/B, 19/41/A, 19/41/B, 19/44, 19/46, 20/1 to 20/3, 80/2/B, 80/2/C, 82, 83/2/B/2, 83/4/1/B, 83/4/2/A, 83/4/2B, 83/6/B, 83/7/A, 83/7/B, 83/7/C, 83/11/B, 83/12, 85/3, 85/4, 86/1/B, 86/2/B, 86/3/B, 87/1/C & 81 Of Village Balkum, Thane (W). admeasuring 9,880 sq. mtrs. or thereabouts situate at Village Penkarpada (earlier Village Mira), Taluka and District Thane. The said Apartment and the said vehicle parking space are collectively referred to as "said Property".

(ii) Based on your aforesaid Application Form and the Cost Sheet and pursuant to your agreeing to the terms and conditions thereof, we hereby agree to earmark for allotment, to you [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**) (hereinafter referred to as the "**Purchase Price**") exclusive of GST, stamp duty and registration charges.

(iii) The Project **"Primera"** , 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.

2. **Allotment of parking space(s):**
Further we agree to earmark for allotment, to you, as an amenity to the said Apartment, ____ of the Single/ Stack /Tandem vehicle parking space(s) admeasuring approximately ___ square meters equivalent to _____ square feet on the terms and conditions as agreed between us and as shall be enumerated
in the agreement for sale to be entered into between ourselves and yourselves.

3. **Receipt of part consideration**:

A. You have requested us to consider payment of the booking amount/advance payment in stages which request has been accepted by us and accordingly we confirm having received from an amount of Rs._____ (Rupees _____ Only), being ____% of the Purchase Price as booking amount/interest free deposit as per the details/receipt whereof are shown in **Annexure "A'**. The balance ____% of the Booking Amount/interest free deposit shall be paid by you as per the Booking Amount Payment Schedule attached hereto as **Annexure 'B'**.

B. If you fail to make payment of the balance Booking Amount/interest free deposit within the time period stipulated in the Booking Amount Payment Schedule attached hereto as **Annexure 'B'**, we shall be entitled to serve upon you a notice, calling upon you to make payment of the balance Booking Amount/interest free deposit within 15 (Fifteen) days, which if not paid, we shall be entitled to cancel this Allotment Letter. On such cancellation of the Allotment Letter, we shall be entitled to forfeit, the Booking Amount/interest free deposit paid by you till then or such amount as mentioned in Clause 9 herein below, which is less. On the cancellation of the Allotment Letter we shall be entitled to allot, sell, transfer, mortgage and/or otherwise create third party rights in respect of the Plot as we may deem fit and proper.

4. **Disclosures of information:**

We have made available to you the following information namely: -

i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the Project site and has also been uploaded on MahaRERA website.
ii) The stage wise time schedule of completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure 'C'** attached herewith and
iii) The website address of MahaRERA is http://maharera.mahaonline.gov.in

5. **Encumbrances:**

The Project Land including the said Property has been mortgaged with HDFC capital. Save and except the encumbrances enumerated in the Title Certificate uploaded on the MahaRERA website, there are no encumbrances on the said Property.

6. **Further payments:**

Further payments towards the consideration of the said Property shall be made by you, in the manner and at the times as agreed as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. **Possession:**

The said Apartment along with the covered/stilt/mechanical car parking spaces(s) shall be handed over to you on or before 31st December 2028 subject to the payment of the consideration amount and other charges, outgoings and deposits payable by you in respect the said Apartment in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

8. **Interest payment:**

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

9. **Cancellation of allotment:**

i. In case you desire to cancel the booking an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking and simultaneously against you executing such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the said Property and all other necessary compliances as may be reasonably required by us to give effect to the cancellation of booking/allotment of the said Apartment:

Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted
1.	within 15 days from receipt of email confirmation from us as regards allotment of the said Apartment to you;	Nil;
2.	within 16 to 30 days from receipt of email confirmation from us as regards allotment of the said Apartment to you;	1% of the Purchase Price of the said Apartment;

3.	within 31 to 60 days from receipt of email confirmation from us as regards allotment of the said Property to you;	1.5% of the Purchase Price of the said Apartment;
4.	after 61 days from receipt of email confirmation from us as regards allotment of the said Property to you but prior to execution of the Agreement for Sale	2% of the Purchase Price of the said Apartment.

ii. In the event the amount due and payable referred in Clause 9 (i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the amount paid by you to us as set out in Clause 3 hereinabove, with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent subject to you having executed in our favour all such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the said Property and all other necessary compliances as may be reasonably required by us for giving effect to the cancellation of booking/allotment of the said Property.

10. **Other payments:**

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

11. **Proforma of the agreement for sale and binding effect:**

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. The proforma of the Agreement for Sale might undergo slight modification/changes and before execution of the Agreement for Sale in respect of the said Property, you are requested to peruse the same and take independent legal advise in respect thereof. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.

12. **Execution and registration of the agreement for sale:**

i) Subject to you making payment of the entire Booking Amount alongwith interest, if any on their respective due dates, you shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding;

ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, we shall not be liable or

responsible for the non-registration of the Agreement for Sale and for the consequences arising therefrom, nor shall we be liable to pay any penalty to MahaRERA or otherwise howsoever;

iii) We reserve our right to cancel this allotment letter if you do not execute or register the agreement for Sale as aforesaid, and further upon such cancellation by us, we shall be entitled to forfeit an amount not exceeding 2% of the Purchase Price of the said Property and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period and simultaneously against you executing such documents, confirmations of cancellation and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the said Property as setout herein and all other necessary compliances as may be reasonably required by us.; and

iv) In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount due and payable referred to in Clause 12 ii) above, with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent against you, provided you having executed in our favour all such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the said Property and all other necessary compliances as may be reasonably required by us.

13. **Validity of allotment letter:**

This Letter is merely an acknowledgement of earmarking of the said Property on the terms and conditions hereof. The allotment thus earmarked shall be confirmed only upon your execution of the Agreement for Sale. This Letter of Allotment shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.

14. **Assignment**

This Letter of Allotment and earmarking of the said Property are non-transferable and non-assignable by you under any circumstances.

15. All notices and other communications to be given under this Letter of Allotment 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: _____

That in case there are Joint Allottee/s all communications shall be sent by us to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

16. **Headings**:
Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

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

Yours faithfully,

For, **Agile Real Estate Private Limited.**

Signature.....

Name.....

(Authorized Signatory)

(Email Id.)

Place: ……

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexure.

I/ We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Name of the Allottee(s)

Signature of Allottee(s)

(this is the date of signing by the Allottee if the Authorised Signatory and the allottee a

re signing on separate dates, but we can delete)

Place: ……

ANNEXURE – A

(Details of payments made by the Allottee/s)

ANNEXURE – B

(Payment Schedule of Booking Amount)

ANNEXURE - C

(Stage wise time schedule of completion of the project)

Sr. No.	Stages	Estimated Date of Completion
1.	Excavation and Earthwork	
2.	Basement	
3.	Podiums	
4.	Plinth	
5.	Stilt Floor	
6.	Slabs of Super Structure	
7.	Internal walls, Internal Plaster, Completion of Floorings, Doors and Windows	
8.	Sanitary fittings within the flat/Premises, Electrical fittings within flat/Premises	
9.	Staircases, Lift wells & Lobbies, at each floor level connecting staircases and lifts, overhead and underground water tanks & LMR. Cost to exclude RCC/MEP/Metal works, Masonry & Plaster, Internal Painting	
10.	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	

11.	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other	
12.	Internal Roads & Footpaths	
13.	Water Supply	
14.	Sewerage (Chamber, Lines, Septic Tank , STP)	
15.	Storm Water Drains	
16.	Treatment And Disposal Of Sewage And Sullage Water	
17.	Solid Waste Management And Disposal	
18.	Water Conservation, Rain water Harvesting	
19.	Electrical Meter Room, Sub-Station, Receiving Station	
20.	Others	

F

For, **AGILE REAL ESTATE PRIVATE LIMITED**

(Authorized Signatory)

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)