OAK Constructions

ISO 9001:2008 (QMS)
CREDAI
Member, Nagpur

NO.

Date: 11/01/2023

To,

Mr./Mrs./Ms. _____ Resident of

_____ (Address)

Telephone/Mobile No. _____ Pan Card

No.: _____ Aadhaar Card No.: _

_____ Email ID: __

Subject: Your request for allotment of Apartment in the project known as **OAK Shantiniketan**, having MahaRERA Registration No. _____.

Sir/Madam,

1. **Allotment of the Apartment:**

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted an Shop/Apartment No. admeasuring about ____Sq. Mtrs. Carpet Up Area/ __Sq. Mtrs. Built Up Area/ ____Sq. Mtrs. Super Built-Up Area on _____Floor of the Building No. (Wing '__') in the Scheme known and styled as "**OAK Shantiniketan**" to be constructed on Land admeasuring _____. Mtrs. of , situated at Khasra No. 25/8, 25/9, 25/10 and 25/11 out of city survey No. 27, Sheet No. SHEET No. 486/19, of Mouza - Wanjra, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil and District – Nagpur-440026 together with _% undivided share and interest in the said piece of project land and all other easementrary rights appurtenant and belonging thereto, and also including the proportionate share in the common areas and facilities provided to the said building and the Scheme (Hereinafter called to and referred as the said 'Apartment'/'Shop') for total consideration of Rs. ____/- (Rupees _____ Only) exclusive of GST, Stamp Duty and Registration Charges.

2. **Allotment of Covered parking space:**

Further we have the pleasure to inform you that you have been allotted along with the said Apartment, a covered car parking space bearing No. _____

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admeasuring _____ Sq. Mtrs. equivalent to _____ Sq. Ft. for the consideration of Rs. _____/- (Rupees _____ Only) on the terms and conditions as shall be enumerated in the Agreement for sale to be entered into between ourselves and yourselves.

OR

Further we have the pleasure to inform you that you have been allotted an open car parking bearing No _____ without consideration.

3. Receipt of part consideration:

We confirm to have received from you an amount of Rs. _____ (Rs. _____ only), being % of the total consideration value of the said Apartment as booking amount /advance payment on __/__/____, through _____

4. Disclosures of information:

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

i) The sanctioned plans, layout plan, 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 - A attached herewith and

iii) The website address of MahaRERA is https://maharera.mahaonline.gov.in/#

5. Encumbrances:

We hereby confirm that the said Apartment is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Apartment.

OR

We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said Apartment.

a)

b)

c)

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6. Further payments:

Further payments towards the consideration of the said Apartment as well as of the covered car parking space shall be made by you, in the manner and at the times 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 car Parking space shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Apartment as well as of the covered car parking space 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 (Forty Five) days from the date of receipt of your letter requesting to cancel the said booking.

	If the letter requesting to cancel the booking is received	Amount to deducted
	Within 15 days from issuance of the allotment letter;	Nil;
	Within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said Apartment;
	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Apartment;
	After 61 days from issuance of the allotment letter.	2% of the cost of the said Apartment.

The amount deducted shall not exceed the amount as mentioned in the table above.

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ii) In the event the amount due and payable referred in Clause 9 (i) above is not refunded within 45 (Forty Five) days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate Plus two Percent.

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. 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)** You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 (Two) months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 (Two) 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 (Two) 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 be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said Apartment and the balance amount if any due and payable shall be refunded without interest within 45 (Forty Five) days from the date of expiry of the notice period.

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iii) In the event the balance amount due and payable referred in Clause 12 (ii) above is not refunded within 45 (Forty Five) days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

13. Validity of allotment letter:

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the Agreement for Sale between ourselves and yourselves. Cancellation of allotment of the said Apartment thereafter, shall be covered by the terms and conditions of the said registered document.

14. Headings:

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

Shri Omair S/o Abdul Khader

(Partner/Authorized Signatory)

Date : .....
Place : Nagpur

CONFIRMATION & ACKNOWLEDGEMENT

We have read and understood the contents of this allotment letter and the Annexure. We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature _____
Name _____
(Allottee/s)

Date : .....
Place : .....

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ANNEXURE – A

Stage wise time schedule of completion of the project

Sr. NO.	Stages	Date of Completion
1	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said Apartments	
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building/ wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lighting	
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 & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

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