



KSD BUILDTECH
PRIVATE LIMITED



Plot No: 04/YASH VIHAR

Dated: 17.01.2024

To,
Mrs. Nisha Bhardwaj,
D/O. Mr. Omdutt Bhardwaj
H. No. 114, Pocket C-13, Sector-3 Rohini
Delhi Delhi - 110085
M. No: 9711785155
Email: nishabhardwaj1985@gmail.com

Sub: Final Demand notice cum offer of possession for your Plot No. 03 in the Project- "Yash Vihar" situated at Sector-5. Pataudi, Gurugram, Haryana – 122503.

Respected Sir/Ma'am,

We "M/s KSD Buildtech Private Limited", having registered office at SCO 35, First Floor, Sector-15-II, Market, Gurugram, Haryana-122001 do hereby serve upon you the following Demand Notice in unequivocal terms:

We M/s KSD Buildtech Private Limited are delighted to inform you that the completion certificate bearing Memo No. LC-3319- JE (SB)-2023/ 406 on 03-01-2024 for the project "Yash Vihar" has been granted in respect of license bearing no. 94 of 2017 dated 06-11-2017 from the Director Town and Country Planning, Chandigarh, the progress on the plot that has been assigned to you in the project has reached a point where it is ready for possession. We will shortly begin the process of turning over possession of our project, "**Yash Vihar.**"

To make this experience seamless for you, given below are the various requisites that needs to be followed at this stage of handing over of possession of your unit:

1. After completion of construction, the Final Area of the said Plot bearing no. 03 is 118.40 Sq. Yard's.
2. As per the Payment Plan, instalment of **Rs. 3,31,280/- (Three Lakh Thirty-One Thousand Two Hundred Eighty Only)** out of the **Basic Selling Price** (hereinafter referred to as "**BSP**"), towards the final payments due against **Unit No: 03** is payable at your end in order to enable us to start the process of handing over the possession of your unit. Kindly note that the due date for the payment of the due amount is **31.01.2024**
3. Further, the payments against "**Annexure-A**" of the **Application Form** and **Schedule "C"** of the **Plot Buyer Agreement** (hereinafter referred to as "**PBA**"),



**KSD BUILDTECH
PRIVATE LIMITED**



executed by you and KSD Buildtech Pvt Ltd, are now pending. Total dues at this stage of the possession of your unit are as follows:

S. No.	Description	Amount (Rs.)
1	Due amount of the Total Price of the Unit	3,31,280/-
2	Electrical route (without cable and Meter)	20,000/-
3	Water Connection (Without Meter)	15,000/-
4	Flush Water Supply Connection	15,000/-
5	Sewerage Connection	25,000/-
6	Electrification Charges (HT Connection)	25,000/-
7	Additional Cost: Interest Free Maintenance Security (IFMS) (Rs. 500/- per sq. yrd.)	59,200/-
8	Other Charges (EDC/IDC)	Nil
9	Registration Office expenses	Nil
10	Stamp Duty	As per government norms
11	1 Year advance upkeep charges @Rs. 8 per sq. yards	11,366.40/-
	TOTAL	5,01,846.40/-

NOTE: * Additional Cost: Interest Free Maintenance Security (IFMS)= Rs. 500/- x 118.40 Sq. Yard (Area of the allotted unit) = Rs. 59,200/- (Fifty-Nine Thousand Two Hundred Only)

* 1 Year advance upkeep charges = Rs. 8 x 118.40 Sq. Yrd (Area of the allotted unit) = Rs. 11,366.40/- (Eleven Thousand Three Hundred Sixty-Six and Forty Paise Only).

Additionally, KSD Buildtech Pvt Ltd have been using the nomenclature of the Plot created at the time of the launch of sales or revisions made during the period of development to describe your property. It has been determined to prescribe an addressing method that will make it easier to identify a specific unit's address within the entire Project, even though the same performed its purpose during the marketing and construction phases. The new address for your property shall be as follows: **Plot No. 03 in the Project- "Yash Vihar" situated at Sector-5. Pataudi, Gurugram, Haryana - 122503**, and the plot allotted on the name of **Mrs. Nisha Bhardwaj, D/O. Mr. Omdutt Bhardwaj, R/o. H.No. 114, Pocket C-13, Sector-3 Rohini Delhi Delhi - 110085.**

4. **Special Power of Attorney:** KSD Buildtech Pvt Ltd wishes to clarify at this juncture that you may appoint an attorney or representative by granting them



**KSD BUILDTECH
PRIVATE LIMITED**



a legal power of attorney that has been properly executed and registered at the sub-registrar's office in the event if you are unable to personally visit the unit and/or for the execution and registration of the conveyance deed of your unit.

5. **Issuance of Offer of Possession:** KSD Buildtech Pvt Ltd further clarifies that you will receive an "OFFER OF POSSESSION" indicating the date on which the relevant Plot will be handed over upon fulfilment of the abovementioned prerequisites.
6. **Holding Charges:** Please be aware that upkeep charges of Rs. 8 per square yards shall be paid on monthly basis in advance on or before 7th of each consecutive month in case you fail to make the due payments on or before the due date.
7. **Documentation required for possession:**
 - a. **Undertaking:** You are required to submit an Indemnity-cum-Undertaking along with the payment, as attached herewith, for intimation of Offer of Possession and hand-over of the unit.
 - **Resident Indians:** The undertaking should be typed on a Rs. 100/- stamp paper and the same has to be duly signed by all the applicants and then attested by the notary public with requisite value of notary stamp.
 - **Non-Resident Indians:** The undertaking should be typed on Bond Paper and should be attested by a Competent official of the Indian Mission abroad/Consulate General abroad. The same has to be duly stamped by the Collector of Stamps Delhi within Three months from the date of Receipt in India.
 - b. Three passport size photographs of each allottee along with self-attested copy of PAN card/ Aadhar card for resident Indians and self-attested copy of passport of Non-Resident Indians, are required at the time of physical possession.
 - c. Stamp Duty and Registration charges
 - d. No objection certificate from Bank/ Financial Institution, for handing over the possession to you, the allottee, in case there is lien marked in this plot.
 - e. Maintenance Agreement



**KSD BUILDTECH
PRIVATE LIMITED**



8. **Physical Possession of the Plot:** You may schedule an appointment with KSD Buildtech Pvt Ltd to take Possession of the Plot once the dues have been cleared and the necessary documents have been signed and submitted. On the date of actual/formal handover, you may along with all the applicants, if any, visit the Project to take over the physical possession of the Plot.
9. **Conveyance Deed:** KSD Buildtech Pvt Ltd further affirms that upon successful completion of all the formalities, a conveyance deed for the Plot shall be executed in your favour within three months but not later than six months from the date of possession to convey the title of the Plot for which possession is being granted. The same would be registered with the Sub registrar, Tehsil Pataudi, Gurugram. Please note that your presence would be required for the execution and registration of the conveyance deed.
10. **Enhanced government dues:** It is being clarified on behalf of KSD Buildtech Pvt Ltd that while the statement of accounts reflects the total dues of **Rs. 5,01,846.40/-** as on **17.01.2024**, EDC/IDC charges which are levied by the government may at times, be enhanced, without sufficient notice by the government. If a request for such increased payment is made before or after registration of the property, it must be paid immediately upon request.
11. **TDS:** Under the newly inserted Section 194IA of the Income Tax Act, 1961, with effect from June 1, 2013, the transfer of an immovable property (sales price of more than Rs. 5 million) will be required to pay 1% tax at source on sale must be deducted. He shall remit the proceeds or part thereof payable to the transferor, at the time of payment or credit, whichever is earlier, to the treasury within 7 days from the end of the month in which the deduction is made. The Challan-cum-Statement in Form 26QB must be attached to the balance payment due directly to the company. Otherwise, late payment interest will be imposed as per the Application Form/ Allotment letter/Plot Buyer Agreement. For your convenience, we provide below the information to submit on Form No. 26QB (Challan Cum Statesman) at the time of payment:



**KSD BUILDTECH
PRIVATE LIMITED**



S. No.	Description of the filed in Form 26QB	Information to be filed in the relevant box/space
1.	Permanent Account Number (PAN) of the Transferor/Payee/Seller	
2.	Full Name of the Transferor/Payee/Seller	
3.	Complete Address of the Transferor/Payee/Seller.	

12. Consequences in case of default of payment of dues by the allottee(s):

Mrs. Nisha Bhardwaj, if you default in making the payment aforementioned dues within the stipulated time frame or make any other default in furtherance to the pre-requisites, then KSD Buildtech Pvt Ltd shall have the rights mentioned below:

- To charge interest on the due amount at the rate prescribed by the HRERA Rules and Regulations i.e., 10.75%. (SBI MCLR +2%)
- To keep on abeyance/suspension of the booking or cancel the allotment of the said Plot.
- To forfeit/deduct the earnest money together with interest on instalments due but unpaid and interest on delayed payments and other deductible/non-refundable amount such as amount to be paid/or paid to the Broker; any tax, govt. cess or other amount paid to the Authority or Government.
- To re-allocate the allotment of the said Plot which includes change in area and location of the said Plot.

If the above-mentioned rights are exercised, then the balance amount after aforesaid deductions shall be refundable to you without any interest, after the said Plot is allotted to some other intending Applicant(s) and after compliance of certain formalities by the Applicant(s).



KSD BUILDTECH
PRIVATE LIMITED



For further communication/concern regarding the same, please write back on the official mail id- Support@Yashvihar.com and official contact no. 8826545471.

Yours Sincerely,

KSD Buildtech Pvt. Ltd.
SCO - 35, First Floor
Sector - 15, Part 2
Gurgaon - 122001