

# LETTER FOR OFFER OF POSSESSION CUM FINAL DEMAND LETTER

**UPRERA Registration No.: UPRERAPRJ15457** 

GSTIN:

09AATFP8087D1ZJ

Date:

11/Feb/2023

To,

Mr. Suresh Kumar Dubey Co-Allottee(s): Mrs. Jaya Priyadarshini R/O: B2- High Rise Building, Stanley Road Allahabad-211001

Uttar Pradesh Ph: 9415152490

Ref No.: PPCL-22-23-3321

Sub: Offer of Possession cum Final Demand Letter of Residential Plot bearing no. PCP-S4-P1-E073 and area admeasuring 320.00 sq. mtr. /382.72 sq. yard in Pintail Park City - (Phase -1 Plots), Sultanpur Road, Lucknow.

Dear Sir / Madam.

It gives us immense pleasure to inform you that your residential plot bearing number PCP-S4-P1-E073 and area admeasuring 320.00 sq. meter / 382.72 sq. yard ("Unit") in the real estate project "Pintail Park City - Phase 1 Plots", Sultanpur Road, Lucknow ("Project") is ready for possession. We have received the completion certificate in respect of the Project from Lucknow Development Authority vide Ref No: LDA/BP/21-22/OCC/0012 dated 20/12/2022.

As you are aware that in 2020, the world got hit by the wave of COVID-19 which had resulted in many restrictions and this outbreak had severely impacted the ability of businesses throughout the world. On 24.03.2020, nationwide lockdown was announced for 21 days which was extended further in phases till 31.05.2020. Even after 31.05.2020, lockdown was lifted in phases. In November 2020, complete lockdown was lifted but it took us around 3 months thereafter to get the construction and development work of the Project resumed in a proper manner. Further, in 2021, when covid cases rapidly increased in India, again lockdown and restrictions were imposed in several states including in Uttar Pradesh from 05.04.2021 till 15.06.2021. In June 2021, even after complete lockdown was lifted and everything became normal, development work of the Project got hampered for 3 months thereafter due to shortage of labour. During COVID-19 outbreak, all construction activities in respect of real estate projects had come to a grinding halt due to lack of labour, disruptions in supplies of raw materials etc. Accordingly, pursuant to the terms of Agreement for Sale dated 15/06/2021 ("Agreement") executed in respect of the Unit, the period from 24.03.2020 till February 2021 and from 05.04.2021 till September 2021 i.e. 14 months 4 days will be considered as 'force majeure period'.

Keeping in view the reasonable time extension in completion of Project due to aforesaid 'force majeure' event, we are, therefore, pleased to offer you the possession of the Unit allotted to you in terms of the Agreement and we regret for the inconvenience caused to you due to such 'force majeure' event.



### **UNIT PARTICULARS**

Booked Unit Area

: 320.00 sq. meter / 382.72 sq. yard : 320.00 sq. meter / 382.72 sq. yard

Actual Unit Area Area Increase

: 0.00 sq. meter/0 Sq. Yard

Area Decreased

: 0.00 sq. meter/ Sq. Yard

#### I. Cost of the Unit:

| 1.          | Basic Price of the Unit                 | :Rs | 10576849.00 |
|-------------|---|-----|-------------|
| 2.          | Green Facing / Adjacent                 | :Rs | 528843.00   |
| 3.          | Corner                                  | :Rs | 793264.00   |
| 4.          | 18 meter Road and above facing/adjacent | :Rs | 0.00        |
| 5.          | Add. Cost of Increased Area             | :Rs | 0.00        |
| 6.          | Less: Cost of Decreased Area            | :Rs | 0.00        |
| Sub Total I |   |     | 11898956.00 |

#### II. Charges as defined in Agreement

|    | _             |              |     |           |
|----|---------------|--------------|-----|-----------|
|    | Otto Davidani | ment Charges | ,De | 137779.20 |
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| 1. | Oily Develop  | none ondigod |     |           |
|    |               |              |     |           |

@ Rs430.56. per sq meter or Rs.360.00 per Sq.yard

2. External Electrification Charges :Rs 88025.60

@ Rs. 275.08 per sq meter or Rs230.00. per Sq.yard

3. Bandh Charges :Rs 254509.00

@ Rs. 795.34.00 per sq meter or Rs. 665 per Sq.yard

4. Water/Sewer/Electricity Connection Charges :Rs 45000.00

5. Total CGST & SGST @ 18 % on serial no. 4 :Rs 8100.00

Sub Total II :Rs 533413.80

## III. Miscellaneous Charges

1. Club Membership Charges As and when demanded by Company

2. Total CGST & SGST on serial no. 1

Sub Total III

#### IV. Maintenance Charges

Sub Total IV

| 1. | Interest Free Maintenance Security (IFMS)          | :Rs | 57408.00 |
|----|--|-----|----------|
|    | @ Rs.179.40 per sq meter or Rs. 150.00 per Sq.yard |     |          |
| 2. | 24 Months advance Monthly Maintenance Charges      | :Rs | 82668.00 |
|    | @ Rs. 10.76 per sq meter or Rs. 9 per Sq.yard      |     |          |
| 3. | Total CGST & SGST @ 18% on S.No. 2                 | :Rs | 14882.00 |
|    |  |     |          |

## PINTAIL INFRACON LLP

:Rs 154958.00



| V.    | Grand Total (   +    +     +  V ) |                               | :Rs | 12587327.80 |
|-------|-----------------------------------|-------------------------------|-----|-------------|
| VI.   | Less: Amount Received till date   |                               | :Rs | 11370114.00 |
| VII.  | Balance Payable ( V - VI )        |                               | :Rs | 1217213.80  |
| VIII. | ADD:                              | Interest on Delayed Payment   | :Rs | 0.00        |
|       |                                   | CGST & SGST @ 18%             | :Rs | 0.00        |
| IX.   | LESS:                             | Early Payment Rebate (if any) | :Rs | 0.00        |
| X.    | NET PAYABLE ( VII + VIII - IX )   |                               | :Rs | 1217213.80  |

Payment to be made to the Developer within 30 days from date of this Letter for Offer of Possession Cum Final Demand Letter.

| In Case of Cheque Payments  | In Case of RTGS Payments   |
|---|--|
| Cheques to be made in favour of "PINTAIL INFRACON LLP RERA COLLECTION A/C 021405005099" (Excluding IFMS & 24 Month Advance Maintenance) | A/c Name: Pintail Infracon LLP RERA Collection A/C A/c No.: 021405005099, IFSC: ICIC0000214 Bank: ICICI Bank Branch: Vivek Khand, Gomti Nagar, Lucknow |

We would like to remind you that under the provisions of section 194 IA of the Income Tax Act, 1961, you were obligated to deduct tax at source while making payment for the aforesaid Unit @ 1% if total cost of the property is Rs. 50 Lakhs and above. You are requested to provide to us the challans and form 16B in respect of tax deducted and deposited with the concerned governmental authorities.

### Please Note:

- This communication shall be deemed as offer of possession of the Unit.
- You are required to pay the entire amount and other charges, as aforesaid, within 30 days from the date of this letter.
- It shall be incumbent upon you to take possession within 90 days, as aforesaid, after depositing the amount as mentioned in VII along with the stamp duty, registration fees, and legal expenses as mentioned in this letter.
- Interest @ 12% p.a. will be levied on all amounts outstanding (except Maintenance charges where interest will be charged @ 18% against the Demand Notice from 30 days of issuance of Demand Notice
- Recurring Monthly Maintenance Charges will be charged with effect from 180 days from this offer of possession or actual date of possession whichever is earlier.
- In case of any delay in taking possession beyond 90 days of this offer of possession, you will have to pay holding charges @ Rs.18.00/- per sq. mtr. quarterly (GST @ 18%).
- Taxes are being charged as per the Government Policy as on the date of this letter and is subject to any changes which may
  be subsequently stipulated.
- You have duly acknowledged that as per the present understanding received from consultants, GST is not payable on sale of the Unit or on this transaction, and accordingly none is being charged by us. However, if the competent authorities/court in future conclude that GST is payable on sale of the Unit or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by you.



#### **Documents**

You are requested to provide the following documents for Conveyance Deed:

- KYC Documents are enclosed herewith as Annexure-1.
- In case you are not in a position to visit personally, you may authorize any other person by way of 'Power of Attorney' to take possession on your behalf. The said Power of Attorney shall be executed on (i) non-judicial stamp paper of Rs.100/duly registered at the office of Sub-Registrar (in case of Resident Indians); and (ii) plain paper duly attested by Indian Embassy / Consulate in the country where you are residing and thereafter stamped & registered at the office of Sub-Registrar once received in India (in case of Non-Resident Indians).
- In case you have availed any loan facility from any bank/ financial institution, you will be solely responsible to inform the
  concerned bank/financial institution and obtain necessary approvals for taking possession, execution of Conveyance
  Deed and complete any other formalities, as may be required.

## **Maintenance Agreement**

You are requested to execute a separate maintenance agreement with us or maintenance agency as designated /appointed/nominated by us simultaneously with taking over the possession of the Unit. The other charges such as maintenance charges, registration charges, stamp duty and any other charges etc. will be borne and paid by you as and when demanded by us / maintenance agency/ competent authority.

We wish to inform you that possession can be handed over only after registration of the Conveyance/Sale deed for which the following expenses are to be incurred:

### Stamp Duty

Stamp Duty is calculated @ 7% of the Unit Price or Circle Rate whichever is higher.

Total amount of stamp duty

: Rs. 605000.00

RTGS Favoring "Stock Holding Corporation of India Limited, Account No: SHCINL4851092" payable at Sandoz House, Mumbai, IFSC: HDFC0000240.

Court fees and Registration Charges

:Rs 121750.00

(to be paid in cash at the office of Sub-Registrar)

Legal expenses payable to advocate

:Rs 8000.00

Total:

:Rs 734750.00



#### Please note that:

- Stamp authorities have notified the circle rate for Pintail Park City Phase 1 Plots), Sultanpur Road Lucknow depending
  on the of road width on which the Unit is located (as mentioned below). The circle rate calculation will be on per sq. mtr.
  rate of Unit area as fixed by the concerned authorities + 10% extra (for each) to be charged on Unit rate if the Unit is
  corner or park facing.
- For calculation of stamp duty, the rate for the Unit has been fixed depending on the road width on which the Unit is located. Value for Stamp Duty for up to 9 mtr. Wide road is 8300/- per sq. mtr, for 9 11.99 mtr. wide road the rate is Rs. 8300/- per sq. mtr., for 12 17.99 mtr wide road the rate is Rs. 8800/-per sq. mtr., for 18 and above meter wide road the rate is Rs. 9400/- per sq. mtr.
- The Circle Rates are revised periodically and the circle rate prevailing on the date of registration will be the one which will be reckoned for calculating the Stamp Duty.
- It is possible that the court fees & stamp duty rate may be amended before the date of registration. Such variations are to be fully borne by you.

### **Summary of Amount Payable:**

| S.No | Details   | Amount (in Rs.) | Cheque / Demand Draft / RTGS   |
|------|---|-----------------|--|
| 1.   | Outstanding balance as per<br>the final demand<br>letter(Excluding IFMS & 24<br>Month Advance Maintenance | 1062255.80      | "Pintail Infracon LLP RERA Collection A/c." A/C No: 021405005099, IFSC: ICIC0000214 Bank: ICICI Bank Ltd, Branch: Vivek Khand, Gomti Nagar, and Lucknow. |
| 2.   | IFMS  | 57408.00        | Pintail Infracon LLP A/C NO:50200075849151 IFSC:HDFC0006998 Bank: HDFC Bank Ltd, Branch: Nirala Nagar,Lucknow.   |
| 3.   | 24 Month Advance<br>Maintenance   | 97550.00        | Smart Point Maintenance Services.  A/C NO:50200076294472  IFSC:HDFC0006998  Bank: HDFC Bank Ltd, Branch: Nirala  Nagar,Lucknow.                          |
| 4.   | Stamp Duty  | 605000.00       | Stockholding Corporation of India Ltd. E-stamping U.P." or "SBI GBB Lucknow" payable at Lucknow or to be purchased by allottees from Lucknow Treasury    |
| 5.   | Court Fees  | 121750.00       | To be paid in cash directly to Sub Registrar at the time of Registration   |
| 6.   | Legal expenses  | 8000            | To be paid directly to advocate at the time of registration  |



## **Conveyance Deed:**

Upon receiving the balance payment as mentioned above and completion of other requirements, formalities and documentation as mentioned herein, the Conveyance/Sale Deed of the aforesaid Unit shall be executed and registered in your favor. Conveyance Deed shall be signed by you or your duly appointed attorney for execution and registration with the concerned office of the Sub-Registrar, Mohanlalganj, District - Lucknow. The lawyer's fee and other charges incurred for execution and registration of Conveyance Deed shall be to the account of and payable by the Allottee(s) at the time of execution of the Conveyance Deed.

## Possession Letter and Physical Possession:

After making payment of the balance amount as mentioned above, signing of maintenance agreement and completion of other formalities as mentioned above, please contact directly or through your duly authorized representative having a valid Power of Attorney at the earliest on any working day at the site office along with Possession Letter issued by us for taking physical possession of the said Unit and meet **Mr. Sumit Jaiswal** or **Mr. Aman Chaurasia** during working hours at the Project Office situated at Pintail Park City, Opposite Amul Dairy, Sultanpur Road, Lucknow.

If you need any assistance and clarifications, kindly contact the undersigned representative and we will be happy to help you to resolve your query.

We thank you for your continued support. We look forward to a long-term and mutually beneficial relationship with you and assure you of the best services as always.

Sincerely yours, For Pintail Infraçon LLP

Authorized Signatory

## **Enclosure:**

List of KYC Documents & other documents for Conveyance Deed(Annexure-1)

## **List of KYC Documents of property holders:**

- 1. Aadhar card copy of all holders self-attested
- 2. Pan copy of all holders self-attested
- 3. 4 Photograph each of all holders

### **List of KYC Documents of 1 Witness:**

- 1. Aadhar / Passport / Voter ID Card self-attested
- 2. 3 Photograph each