

बामा नही NOT INSURED

Amount of Stamp affixed
एक रजिस्टर्ड
Received a Registered
पानेवाले का नाम
Addressed to

क्रमांक
No. 287
3047
तारीख मोहर
Date Stamp

Yash Agarwal
Boral 700029
पानेवाले अधिकारी के हस्ताक्षर
Signature of Receiver Official

: Residence & Chamber :
No. 5 Ichlabad
P.O. Sripally
District - Burdwan
Ph : 2646757 (R), Mob. : 9434333907

Ref No.
S/c

Date 28.06.2019

To,
Yash Agarwal,
Swan Green,
Swan Housing & Infra Pvt. Ltd.
97A, Southern Avenue,
Kolkata - 700029

Subject : Miscalculation of costs from your end with regard to the flat booked by my client Anusuya Samanta Boral and her husband Sri Manoj Boral at Bakrahat Road, Thakurpukur, Kolkata-700104, FLAT NO. 6402A on 4th Floor, constructed by Swan Green & Swan Housing.

Sir,
On behalf of my client and duly authorized by them on their behalf, I do hereby give you this legal notice regarding the flat booked by my client and her husband at the subject mentioned construction site on 9th October 2018 and in the said connection they have made an advance payment of an amount of Rs.1,00,000 towards booking amount for the said flat.

As per my client, there have been quite a few discrepancies in the rates and charges mentioned by you at the time of booking. The final rates you have mentioned in your letter happens to differ by a huge sum. The bank loan was approved to my client as per your first quote at the time of booking and now the figures are different. The rate of the flat allotted to my client by you on the 4th floor is Rs. 2450 /sqft. as per the information published by you but you have incorrectly mentioned it as Rs.2565/sqft. The GST rate for flats below 45Lakhs is 8% as per my information from concerned office but you have calculated the GST @12 % for the flat and the parking allotted to me. However, if you have not filed Annexure-4 in the Income tax return of your company, then the GST payable by client will be only 1% as per the law in this regard.

The CAM charges and the sinking charges for 1year is as per your previous agreement but you have mentioned a GST amount for that too. As these charges are not payable to the government, how can GST be charged on the same? There has been an error on your part in this matter too.

The Generator charges for the flat is mentioned as Rs.35,400 (inclusive of GST) which was not mentioned anywhere in your previous agreement and this comes out to my client as hidden charges. This amount for the generator was included supposedly in the Extra Development cost as per your agreement.

The legal charges billed to my client is Rs.11,800 but out of this amount my client has already paid Rs.8000 to you and the said amount was not deducted in your letter showing the breakup of final costs and due.

I am attaching herewith a break up of all costs for the said flat according to your first estimate that was intimated to my client at the time of booking. It is therefore my earnest request to kindly correct the amount and resend my client a final cost sheet with proper justification.

I therefore on behalf of my client request you to make necessary corrections and intimate the same to my client within 15days of service of this notice otherwise my client will be compelled to take the shelter of law for relief against you.

Thank you in anticipation.

Yours faithfully,
Kamal Kumar Datta
Advocate for and on behalf of my client
28.06.2019