

To

The Assistant General Manager ,
State Bank of India ,
RACPC , South Kolkata
1st Floor , Windsor Heights ,
277 Uttar Kumrakhali ,
EM Bypass ,
Kolkata - 700103

Sir ,

RE : Your letter dated 11.01.21 sent to my client Mrs Madhurima Chowdhury

MY CLIENT : Mrs Madhurima Chowdhury of Flat No 7A , 7th Floor , Orchard Residency , Premises No 2097 , Sree Nagar Main Road , Kolkata - 700094

Under instructions and authority from my client above named I wrote to you as hereunder :

- My client had approached your office for availing a home loan upon mortgaging the premises.
 - After observing the due process you had issued a sanction letter and it was deemed that you had legal as well as constructional assessment of the premises to be mortgaged.
 - My client was given possession to the flat in December , 2019. In the meantime she could see the discrepancies and defects of construction and persuaded the developer to rectify the same.
 - Although my client was given physical possession the registration of the flat has not been done yet.
 - My client then approached your office urging you to take steps in that respect.
 - EMI towards loan repayment started in April , 2020 and is still continuing resulting in my client paying for charges in the form of interest for services she did not avail viz the draft for disbursement to the developer is still being held by your office inadvertently due to non registration of the demised flat.
 - My client has physically visited your office and even exchanged e-mails with you
 - Thereafter my client received your letter dated 11.01.21.
 - My client through this letter begs to dispute the contents and allegations as contained in your letter dated 11.01.21 as follows :
1. In your e-mail you have misconstrued the fact that my client is in possession which was known to you and on record as per the communications exchanged

2. Your office never requested my client to take delivery of the draft as they specifically mentioned to my client that it is not possible for them to hand over the draft and consequently you had been custodian Of the draft if prepared by your office because my client was never shown the same
3. My client also first mentioned that the registration of the premises was not done in August , 2020 and thereafter you had started communicating with the developer
4. It is deemed that after proper legal assessment you had prepared the draft and now your contention about not entering into the dispute of customer and developer and non possession of the flat does not hold good in the light of previous communications between your office and the developer
5. The developer is not willing to register the premises citing complaints made by my client but as a Bonafide buyer we are liable to be compensated for such defects in the premises. My client is willing To register despite defects but possibly can't give up the right to ventilate her grievances

In the circumstances I on behalf of my client above named as her Advocate call upon you to withdraw the letter dated 11.01.2021 forthwith from the date of receipt of this letter sent to my client and modify the same and help my client to register the premises and consider the payment of interest contained in EMI towards repayment of loan till registration of the premises failing which my client will be highly prejudiced.