

# Prasenjit Burman

B.Sc. (Hons), LL.M., Advocate  
High Court, Calcutta

**Chamber:**

15A, Hare Street, 1<sup>st</sup> Floor,  
Kolkata : 700 001

Mob: 93397 56700/84200 84357

Email: [prasenjit.burman@rediffmail.com](mailto:prasenjit.burman@rediffmail.com)

Date :07.02.2021

TO,  
ANIK INDUSTRIES LIMITED  
(FORMERLY : MADHYA PRADESH GLYCHEM INDUSTRIES LIMITED  
54/10, DEBENDRA CHANDRA DEY ROAD  
KOLKATA : 700 015, WEST BENGAL, INDIA

Sub : Notice to reissue Allotment Letter, afresh in terms of Flat Cost and Break Up communicated to my client on 07.12.2020 and also mentioning thereon the details of Car Parking Space thereon, to be provided to my client in your proposed apartment under construction, having project name "ONE RAJARHAT on Plot No. BG - 9, Premises No. 30-1111, Action Area - I, New Town, Kolkata : 700 156.

My Clients : Dipanwita Paul Das and Aritendu Das, both at present residing at Village and Post Office : Maligram, Police Station : Pingla, District : Paschim Medinipur, West Bengal, PIN Code : 721 140.

Sir,

Under specific instructions from and on behalf of my clients above named, I the undersigned, do hereby draw your kind attention and address you as under:-

1. My clients above named approached you intending to purchase a Serviced Apartment bearing No. C3/20F in Tower C3, in One Rajarhat, situated Plot No. BG - 9, Premises No. 30-1111, Action Area - I, New Town, Kolkata : 700 156.

2. On being requested by my client your authorized person issued details of the proposed service apartment with cost involved under heading "Flat Cost and Break Ups" on 07.12.2020 wherefrom it is appearing that the total cost of the Flat including covered Car Parking Space comes to Rs. 94,32,880/- (excluding GST). You also mentioned in the said document that Maintenance Charges for 3 years and Sinking Fund would be collected on the date of delivery of possession. Please note that under the provisions of Section 11(4)(e)

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you are duty bound to form association of the flat/apartment owners and they association shall take charge of maintenance. It is unexplained why you are demanding maintenance charges for 36 months. Don't you have any intention of formation of association as per the prevailing law of the State of West Bengal, although you are liable to form the association under the provisions of West Bengal Housing Industry Regulation Act, 2017, hereinafter referred to as the said "Act of 2017" and the Rules and regulations framed there under. You have to explain why an amount has been demanded under the head "Sinking Fund". The said Act of 2017 does not permit collection of any such fund from the intended purchaser.

3. My clients have already advanced to you Rs. 10,15,235.00 as booking money and on 15<sup>th</sup> January, 2021 you have issued an Allotment Letter in favour of my clients. It is appearing that the Flat Cost and Break Ups previously communicated to my client and the Construction and Payment Schedule subsequently communicated with the Allotment Letter are not similar. You have mentioned in your Allotment Letter the value of the Flat excluding GST as Rs. 96,82,600/-, but it was Rs. 94,32,880/- as per estimate communicated on 07.12.2020. This difference is unexplained and my clients vide a electronic mail dated 20.01.2021, asked for clarification. In response to the said mail you informed my clients vide an electronic mail dated January, 23, 2021, you stated that the said value was inclusive of Sinking Charges and maintenance Charges, but previously you intimated to my client that the said amounts would be collected at the time of possession. Please explain why you are intending to collect the same beforehand.

4. You have also served a demand notice dated 18.01.2021 upon my client through mail, demanding Rs. 40,61,121.00 including GST @12% on the said amount but under the provisions of the said Act of 2017 before receiving the

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said amount you have to execute Agreement for Sale mentioning all the terms and conditions of the proposed sale of apartment. You are entitled to take 10% of the agreed consideration amount as Booking Money and my clients have already paid the same in excess of 10% of the consideration amount. But before demanding any further amount you are duty bound to execute agreement for sale and registering the same as per the provisions of the Registration Act, 1908. So, issuance of the said demand notice is illegal and liable to be withdrawn. You have acted against the provisions of the said Act of 2017.

5. You have demanded GST @12% from my client but the prevailing rate is @5% in case of premises which does not come within the definition of affordable premises and @1% in case of affordable premises. Admittedly the Flat my clients are intending to purchase does not come within the definition of affordable premises and rate of GST is @5%. Please clarify with documents your eligibility to demand GST from my client @12%. GST discount, as offered by you, is unknown under the provisions of the Goods and Services Tax Act, 2017. Please clarify how you can offer GST Discount.

6. Moreover the Allotment Letter issued by you is not in statutory format. You filed with your application for registration under the said Act of 2017 the proforma of allotment letter, proforma of agreement for sale and proforma of Deed of Conveyance. You are duty bound to follow the same when you are issuing Allotment Letters to the intending purchasers, but surprisingly you have not followed the same. In every step you are violating the provisions of the Act of 2017.

7. You are not mentioned the details of Car Parking Space in the said Allotment Letter. There are four types of Car Parking Spaces in your project, such as, basement car parking, open, covered and mechanical car parking

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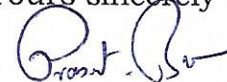
spaces. Before payment of booking money you promised to allot covered car parking space to my clients vide electronic mail dated 08.12.2020, but your Allotment Letter is silent regarding the car Parking Space to be provided to my clients. Please clarify cause of such deficiency on your part.

8. Please note that my clients are purchasing Flat at your project on payment of huge consideration money and they have right to ask for clarification and to check whether you are violating the provisions of the governing law, under which your project is registered, i.e. the said Act, 2017. If you don't follow the provisions of the statute while dealing with my clients my clients shall be constrained to move before the Designated Authority appointed under the said Act of 2017 complaining against the mal-practices adopted by you in dealing with my client and if the move before the said authority you shall be liable to suffer the consequences thereof including liability to pay cost and damages.

In the facts and circumstances, as stated above, I do hereby, on behalf of my clients above named, call upon you, to take necessary steps to issue Allotment Letter in proper format ratifying the illegalities you have already done and to take necessary steps to execute and register Agreement for Sale in the proforma filed with the authority concerned before demanding any further amount from my clients above named otherwise my clients shall be constrained to take step against you as per the provisions of law.

This is for your information and taking necessary actions.

Yours sincerely



Prasenjit Burman  
Advocate