

Dear Sir/Madam,

Reference invited to the sale deed dtd 08.05.2018 between Shri. Surojit Biswas (Ex-Sergeant Indian Air Force) , S/O Tapan Kumar Biswas and Smt. Sudipta Halder, D/o Late Dibakar Halder both residing at Thakurpukur, Kolkata-700063 with DTC Projects Pvt. Ltd. For the project DTC Southern Height , Joka, 24 Pgs (S), WB.

We, Shri. Surojit Biswas, S/O Tapan Kumar Biswas and Smt. Sudipta Halder, D/o Late Dibakar Halder both residing at Thakurpukur, Kolkata-700063, by the above said agreement booked and afterwards paid 90 percent of payment on 31.03.2019 towards Flat No 5B , Tower-8 at DTC Suthern Heights, Joka, Kolkata.

The said sale agreement is one sided unilaterally favouring DTC Projects Ltd in every aspect. As being the first time buyer of any residential property, we are misguided by DTC Projects Ltd by their verbal promises and tactful legal languages of sale agreement which favours DTC Projects Ltd in every aspect. As per sale agreement the date of possession of my flat was Dec 2019. During the said sale agreement the HIRA Law was not introduced but The Southern Height Project later registered under HIRA Law dtd 15/11/2018 having validity upto 31/12/2019.

Now, I am enumerating following representations /grievances against DTC Projects Ltd:

- (i) **REPRESENTATION:** DTC Projects Ltd failed to deliver possession of my Flat 5 B, Block-8 at DTC Southern Height till date, i.e 13 months after agreed date of possession. The present status of Project nowhere near completion for handing over Flats under Phase- I or IA.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up the matter with DTC for inordinate delay in providing possession of individual unit for which they collected 90% of payment 8 months back. Please also investigate whether DTC Projects Ltd involved in unauthorized diversion of fund.

- (ii) **REPRESENTATION:** Earlier DTC Projects Ltd verbally assured (not written in unilaterally favoured one sided sale agreement in favour of DTC Projects Ltd) that the compensation/ penalty amount for late possession of individual units would be adjusted with last final 10 % of payment. Now, DTC Projects Ltd refusing to pay compensation/ penalty amount for late possession of individual units by adjusting final 10 % payment.

REMEDIAL ACTION REQUESTED: Please direct DTC Projects Ltd to adjust compensation/ penalty amount for late possession of individual units with last final 10% payment.

- (iii) **REPRESENTATION:** Unilaterally favoured one sided sale agreement in favour of DTC Projects Ltd mentions that if the 'Transferors' i.e DTC Projects Ltd will compensate for delay in possession at the prevailing State Bank of India (SBI) savings bank interest rate (presently 3.5 % PA) whereas if the purchaser fails to Pay any demand by DTC Projects Ltd , he/she would be charged 2 % per month , compounded monthly including damages suffered or cost incurred due to delay in payment (which eventually becomes much more than 24% PA). Further, Rs. 1000 per day guarding charges (Rs. 30000/- per month) if purchaser failed to take possession of individual units after 60 days of possession notice.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up this gross unlawful , highly unethical business practices of DTC Projects Ltd for charging Purchaser very high penal rate of interest whereas when it comes to their terms , they agreed to pay meager interest rate for default in their part .

- (iv) **REPRESENTATION:** The Phase-I of DTC Southern Height having G +12 floors. But, the Passenger Lift Size is too small to accommodate more than 4 person. Further, there was no provision of Fire Lift or Service Lift.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up with DTC Projects Ltd. for small Passenger Lift size and non availability of Service/Fire Lift. Please also put up to the kind attention of Completion Certificate issuing authority of Govt. West Bengal.

- (v) **REPRESENTATION:** Many amenities like Club House, Jogging Track, Fountain-Lawns-waterfall, Children Playing area, Community Hall, Shoping Space, Medical Shop, swimming pool etc not completed (many are not started or no space for many) for which we had paid 50 to 80 % . Many of the amenities may not be delivered to us for which we already paid. Now, DTC Projects Ltd going to include rest 20 % to 50 % of the nonexistent amenities cost and their maintenance charge for next 1 Year (maintenance of the aminities which are not exist presently or not going to be existent in next 2-3 years or not at all) along with the last Final 10 % payment.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up with DTC Projects Ltd. for not including rest 20 % to 50 % of the nonexistent amenities cost and their maintenance charge for next 1 Year (maintenance of the aminities which are not exist presently or not going to be existent in next 2-3 years or not at all) along with the last Final 10 % payment. Also, DTC Project Ltd should give in writing about the status of agreed amenities, their potential date of completion (PDC) or the method and date of refunding already paid amenities if any amenities not provided in near future (within 6 months from date of possession). Also, please restrict DTC Project Ltd from collecting 1 Year maintenance fees for nonexistent amenities pro rata basis and corresponding sinking fund.

- (vi) **REPRESENTATION:** DTC Projects Ltd. indulged in wrong practices of sending / luring future owners to pay Final demand (along with 1 Year Maintenance charges of non-existent amenities, extra charges , sinking fund charges etc) if they want to do Fit –out in their individual Flats. While issuing Final Demand for Fit-Out in the month of August 2019 ,DTC Southern Height not issued with Completion Certificate (CC) form Government of West Bengal , nor provided Fire/ Building Safety certificate, Electrical Lines for domestic uses not permitted etc various mandatory rules and regulations and corresponding standards not maintained by DTC Projects Ltd.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up with DTC Projects Ltd. for misleading Purchasers and playing with sentiments / impatience of future flat owners of doing Fit Out whereas their individual units is not ready for inhabitation.

- (vii) **REPRESENTATION:** DTC Projects Ltd. did many faulty architectural design and corresponding construction , like rain water pipeline through the balcony carpet area , thus not only destroy the total scenic beauty of balcony but also some square feet of carpet area becomes unusable for which we paid. Elevated platform below sink for water drainage (no way to drain accumulated water in kitchen). Uneven finish in putty, cracks in walls , water seepage in walls , faulty guide rails for window panes etc. DTC Projects Ltd, don't provide the tiles, bathroom fittings, electrical fitting etc according to the specifications mentioned in agreement and advertised in News Paper or by showing model flats or audio –video presentation while booking. DTC Projects Ltd. currently also misleading prospective buyers by advertising in electronic /printing media that the Phase –I and IA flat (Block 1 to 8) are ready for possession.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up with DTC Projects Ltd. for rectification of the defects or compensate accordingly if the defects which are pointed out during Pre-possession inspection (in written with endorsement of Service Engineer or representative from DTC Projects Ltd.) not rectified before possession. Further, please direct DTC Projects Ltd. to rectify defects or provide written declaration for method and date of compensation for those defects, non adherence standard of materials /accessories etc.

- (viii) **REPRESENTATION:** DTC Project Ltd. sold many Car Parking in various categories, but till today not specifically mentioned when and how those car parking would be allotted. The present status of car parking areas not completed beyond 50 %.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up with DTC Projects Ltd. for written methodology and potential date of handing over Car parking to the individual buyers. Please also investigate whether no of car parking sold and available space of car parking matching or not.

- (ix) **REPRESENTATION:** The Southern Height, Joka project of DTC Projects Ltd. failed many timeline for completion and many booked and paid upto 90 % from day's back 2015 or before. Whenever we approached them they lied to us or gives false promises of delivering possession by 1-2 months (this continues to me for last 12 months). Presently, they started behaving rudely and shown reluctance to answer any verbal or written query by email (earlier also they used to not answering emails sent to them). The present pace of work at site is very slow or near to nil. They are acting like a real estate company which is above all laws in the ground.

REMEDIAL ACTION REQUESTED: You are humbly requested to take up with DTC Projects Ltd. for effective and good customer relationship at post-sales period. Further, please direct DTC Projects Ltd. to answer queries (both verbal or email).

All this submitted for your perusal and necessary action deemed fit at your earliest convenience please.

Yours faithfully,

.....sd.....
(SUROJIT BISWAS)
Thakurpukur, Kolkata
West Bengal -700063

.....sd.....
(SUDIPTA HALDER)
Thakurpukur, Kolkata
West Bengal -700063