

No: - DTC/A9-B2/Corr.1

Date: - 30/12/2018

To
The Director
DTC Project Private Limited
1 Netaji Subhash Road, Kolkata- 700 001
West Bengal, India

Sub: - Completion/Possession of Flat No A-9, 9th Floor at Block – 2 of DTC Southern Heights Project at Joka

**Ref: - 1. Application No: - DPSH1FB/00173/15-16
2. Allotment letter No NIL dated 21/12/2015
3. Sale Agreement dated 08/02/2016**

Dear Sir,

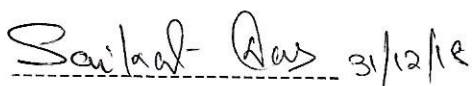
This is to inform you that I, Saikat Das, had booked a Flat (No A9 9th floor Block - 2) in the joint name of Saikat Das and Subhasree Sarkar, in the DTC Southern Heights Project at Joka. All the formalities like paying booking amount, down payment amount, signing sale agreement and thereafter paying subsequent amount as per the demand raised by DTC Project Private Limited have been done from my end. I have taken loan for State Bank of India for this purpose.

As per the Sale agreement, the possession was supposed to be given by **30th May 2018 with six month extension period**. Based on the possession timeline assurance I booked the property initially in the year 2015. But unfortunately this is to inform that, even after passing the extension period of delivery (i.e. 30th November 2018, to be precise), neither the construction of the said Flat is completed nor the possession is offered.

Now I am in urgent need of a Flat to where I can move in immediately. Beside these I have also taken considerable amount of Home Loan towards which I am paying heavy amount of interest along with the EMI for the past two and half years. In this context it is requested to take necessary action to offer possession of the above mentioned flat immediately.

An early response from your end will be highly anticipated.

Regards

 Saikat Das 31/12/18

Saikat Das
Address:- 4/26 Aftab Mosque Lane
Kolkata 700027
Ph :- 9432000019
Mail Id :- saikat1979@gmail.com

No: - DTC/A9-B2/Corr.2

Date: - 14/01/2020

To
The Director
DTC Project Private Limited
1 Netaji Subhash Road, Kolkata- 700 001
West Bengal, India

**Sub: - Completion/Possession of Flat No A-9, 9th Floor at Block - 2 of
DTC Southern Heights Project at Joka**

**Ref: - 1. Application No: - DPSH1FB/00173/15-16
2. Allotment letter No NIL dated 21/12/2015
3. Sale Agreement dated 08/02/2016
4. Our letter No DTC/A9-B2/Corr.1 dated 30.12.2019**

Dear Sir,

Please refer to my previous letter No **DTC/A9-B2/Corr.1 dated 30.12.2019** wherein I had requested to expedite the process of offering possession of the flat no A9 9th floor Block -2. In reply it was committed that the flat would be handed over by June 2019. I have also reorganised my financial planning accordingly.

But it's a matter of great anguish that even after 19 months from declared completion date (as per agreement), the ready flat has not been offered for possession. I have already informed in my previous letter that I was in urgent need of a Flat to where I can move in immediately. Beside these I have also taken considerable amount of Home Loan towards which I am paying heavy amount of interest along with the EMI for the past three and half years.

I was informed that during April 2019 onwards the owners would be allowed to visit their respective flat for inspection. Accordingly I was asked to inspect the flat on 18th August. On visiting the site we were flabbergasted to see that there were so many deficiencies as described below.

1. The lift was not operational. We had to access the said flat through rooftop via block 1 after crossing pile of debris and junk material which was a risky affair.
2. The size of lift was too small(hardly any space for more than 4 persons).
3. There was no service/fire lift.
4. Wrong construction of Rain water pipeline through balcony which eats out Carpet area and destroys the beauty of the balcony.
5. Also it was informed that the outdoor units of two ACs to be installed in the balcony. After that the entire balcony becomes of no use.
6. Faulty architectural workmanship in kitchen design (platform below sink had the water drainage fitted above 6 inches from floor level.),

Saral Roy
14/1/2020

7. The flat was full of dust, and debris and was difficult to inspect.
8. Staircase finishing was not complete and in many places the materials used were not marble or decorative stones as mentioned in the agreement.
9. Many floor tiles were cracked.
10. Portion of wooden door were peeled off.
11. Floor Tiles levelling was not proper.
12. In the balcony there was seepage near rainwater pipe.
13. Kitchen chimney hole was not done.
14. Putty finishing was very poor near window and some other location
15. The drainage grids were not fitted.
16. There was no visibility regarding the amenities to be provided during possession.


Beside the above stated deficiencies there were many basic deficiencies which speak volume about the lack of supervision and substandard construction that has been provided in the project. It is observed that DTC is very punctual in raising demand and very particular about making the buyers to comply the clauses of the agreement. 90% payment has already been done almost one year back. But in return there is almost no compliance from DTC over the last few years. The company has failed all the deadlines for delivering the flat (Even after written assurance from DTC to deliver the flat by June 2019).

In light of the above, please inform me about the following issues in time bound manner within one week so that I need not approach the relevant public authority for appropriate redresses.

- a. The compensation provided to us for this delay of handover. The modalities of extending the compensation for delay of more than one and half year.
- b. Exact date of flat handover with all the other amenities as agreed upon by the company.
- c. Compensation to be provided for deviation of so many items like less than appropriate size of lift, Non availability of Service lift, Wastage of carpet area in the balcony due to Rainwater Pipe and AC installation, poor workmanship, faulty design in kitchen, lack of basic amenities etc.

An early response from your end is highly anticipated.

Regards



14/11/2020

Saikat Das

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To
The Director
DTC Project Private Limited
1 Netaji Subhash Road, Kolkata- 700 001
West Bengal, India

Sub: - Reply for possession intimation for Block 2 Flat No A9

**Ref: - 1. Application No: - DPSH1FB/00173/15-16
2. Allotment letter No NIL dated 21/12/2015
3. Sale Agreement dated 08/02/2016
4. Our letter No DTC/A9-B2/Corr.1 dated 30.12.2018
5. Our letter No DTC/A9-B2/Corr.2 dated 14.01.2020
6. Your Possession intimation letter dated 22.02.2020**

Dear Sir,

Reference is invited to the possession intimation letter for Block 2 A9 dated 22.02.2020 (received on 05.03.2020) of DTC Southern Heights Project and Sale Agreement dated 08.02.2016 between DTC Projects Private Limited being one part, and Shri Saikat Das and Subhasree Sarkar (both residing at 4/26 Aftab Mosque Lane, Kolkata 700027), being the other part.

Further reference is invited to the representation made vide letter under reference 4 and 5 where a lot of deficiencies were pointed out regarding the finishing of the flat and compensation to be provided thereof.

By the above references and present development at DTC Southern Height I am hereby raising the following representations against DTC Project Ltd and seeking remedy of grievances by DTC Project Ltd :

1. Concurrent/simultaneous payment of compensation for delay possession vide cheque /DD in favour of affected owners while raising last 10 % final demand by DTC Projects Ltd. The Compensation for delay possession should be calculated from the agreed date of completion to till the issuance of Occupancy Certificate/ Offer to occupy /hand over the subjected unit in habitable condition with all amenities to be in exploitable condition including the car parking. Please refer the sale agreement point no 6.23 having heading 'Default of the Transferors' where it says the buyer shall become entitled after 12 months of agreed completion date, therefore I am demanding interest on account of my paid value for delay possession on today 08.03.2020 i.e well behind the 30.05.2019 (my agreed completion date was 30.05.2018 and 12 months after means 30.05.2019) but with effect from 31.05.2018. Further, nowhere in the agreement the with effect from date is mentioned and to my understanding while signing the agreement I understood that the delay compensation to be paid with effect from 31.05.2018 .Therefore I am hereby demanding Cheque /DD of amount Rs. 2,70,687/- (Two Lakh Seventy

Thousand six hundred eighty seven only) as par following calculation along with the last final 10 % demand Invoice:

PART-I

(i) Total progressive Amount Paid as on 01.06.2018	= Rs. 41,23,332/-
(ii) SB rate of interest as on 31.05.2018	= 3.5 %
(iii) Date at which next demand amount paid	= 08.04.2019
(iv) Total no days for which interest to be Calculated	= 313 days
(v) Interest Incurred for Rs. 41,23,332/- for 308 days	= Rs. 1,23,756/-

PART-II

(i) Total progressive Amount Paid as on 08.04.2019	= Rs. 46,43,280/-
(ii) SB rate of interest as on 24.03.2019	= 3.5%
(iii) Date at which next demand amount paid	= Till date
(iv) Total no days for which interest to be calculated	= 330 days
(v) Interest Incurred for Rs38, 82,160/- for 300 days	= Rs. 1,46,931/-

**Total interest hereby demanded by me to DTC Projects Ltd = Rs. 2,70,687/-
(Two Lakh Seventy Thousand six hundred eighty seven only).**

2. Car parking would be allotted before raising last 10 % demand by DTC Projects Ltd in lottery system based on respective Block, type and category. Car parking should also be registered along with dwelling units.
3. Completion Certificate (CC) from WB Govt. agencies should be produced before raising last 10 % demand by DTC Projects Ltd. Occupancy Certificate (OC) should be produced by DTC Projects Ltd before last date of payment of last 10 % final payment.
4. Residual 50 % payment of Club House development, 50 % of maintenance charge, 50% of Sinking fund and 50 % extra charges to be deposited in court monitored Escrow Account till DTC Project Ltd provides all the agreed amenities. Also, DTC projects Ltd should produce written statement regarding potential date of completion of all the amenities.
5. A written communication should be provided by DTC Project Ltd. that all future rectification/ modifications /alteration should be carried out by DTC Projects Ltd. regarding Size of Lift and Non-availability of service lift as per the recommendation issued by West Bengal Fire and & Emergency Services vide Memo No WBFES/7774/2017/Kol/RB/53714(537/14) dated 11.10.2017 Point 3 under Para "D".
6. A written communication should be provided by DTC Project Ltd. that all future modifications /alteration/construction should be carried out by DTC Projects Ltd for placing Outer Unit of Air Conditioner.

7. A written communication should be provided by DTC Project Ltd. that all future modifications /alteration/construction should be carried out by DTC Projects Ltd on design and constructional fault of placing rain water pipeline through balcony carpet area, elevated platform below sink, damp /cracks on wall, missing tiles near sink, Sub- standard quality of accessories and fittings and other defects depending upon individual flats.
8. Written communication should be provided by DTC Project Ltd for involvement of Independent Government agency in testing Water quality as 'Raw Water' and 'Treated Water'.
9. Demand for last final 10 % payment should be raised by DTC Projects Ltd only after second inspection by me of my subjected unit and after providing satisfactory report of rectification/alteration of the defects raised in 1st inspection.
10. Till DTC Project Ltd handed over final possession of individual units after adherence of all the clauses enumerated above, DTC Project Ltd should start monthly payment of Compensation for delay possession along with arrear payment till date.

An early response on all the points above within one week time is highly anticipated.

Regards

Saikat - Das
06/03/2020

Saikat Das

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To
The Director
DTC Project Private Limited
1 Netaji Subhash Road, Kolkata- 700 001
West Bengal, India

Sub: - Reply on back dated final demand and adhoc demand for Block 2 Flat No A9.

Ref: - 1. Application No: - DPSH1FB/00173/15-16
2. Allotment letter No NIL dated 21/12/2015
3. Sale Agreement dated 08/02/2016
4. Our letter No DTC/A9-B2/Corr.1 dated 30.12.2018
5. Our letter No DTC/A9-B2/Corr.2 dated 14.01.2020
6. Our letter No DTC/A9-B2/Corr.3 dated 06.03.2020
7. Your Possession intimation letter dated 22.02.2020
8. Your Final Demand dated 07.03.2020 and Adhoc demand dated 06.03.2020 (Both received on early morning on 15.03.2020 via email)

Dear Sir,

Reference is invited to the possession intimation letter for Block 2 A9 dated 22.02.2020 (received on 05.03.2020), back dated final demand and adhoc demand of DTC Southern Heights Project (Ref 8) and Sale Agreement dated 08.02.2016 between DTC Projects Private Limited being one part, and Shri Saikat Das and Subhasree Sarkar (Both residing at 4/26 Aftab Mosque Lane, Kolkata 700027), being the other part.

Further reference is invited to the representation made vide letter under reference 4 and 5 and 6 where a lot of deficiencies were pointed out regarding the finishing of the flat and compensation to be provided thereof.

In reply it was intimated by you through your representative, Mr Abhishek Goswami (Via email dated 11 March 2020) that all the matters will be taken up as per the mutually agreed sale agreement. But in contrary it is observed that the mutually sale agreement is only adhered by the purchaser (in this case Saikat Das and Subhasree Sarkar) and by raising final demand M/s DTC Projects Private Limited has deviated from the agreement in many points as enumerated below (Table-1).

(Table-1) (Deviation points)

Sl No	Deviation Points	Clause No / Advertising	Relief shot
1	Date of completion was mentioned 30 th May 2018. But it has been delayed by almost two years and exact date of completion with all agreed amenities is still unknown.	Clause 6.15 of the Agreement.	Penalty for delayed completion (enumerated in table 2) should be given w.e.f 31.05.2018 till final handover and DTC should come up in writing regarding modalities

Saikat Das
15/3/2020

			and amount explicitly before registration.
2	Allotment of Car parking is imperative as it is a part of the composite unit. Demand raised for total considered amount without clarity / allotment of car parking space is untenable.	Schedule H of Sale agreement.	Immediate allotment of parking space.
3	AC Banquet cum Community Hall - not done	As per brochure	As there is no clarity regarding provisioning of all the agreed amenities, the residual 50 % payment of Club House development, 50 % of maintenance charge, 50% of Sinking fund and 50 % extra charges to be kept on hold till completion of all the amenities mentioned in the advertisement/ brochure.
4	Club Lounge, Coffee shop and Party Lawn with barbeque area. - not done		
5	Swimming pool with toddler's splash pool - not done		
6	AC multi Gymnasium - not done		
7	Steam and Sauna Room - not done		
8	Yoga and meditation room - not done		
9	Indoor Games room – Carrom, Table Tennis, Pool Table & Chess - not done		
10	Card's room and Home theatre - not done		
11	Games Zone for Badminton, Basketball, & Cricket - not done		
12	Exclusive play area for children with EDM floor - not done		
13	Exclusive adda zone for senior people - not done		
14	Acupressure walk - not done		
15	All other amenities as mentioned under the heading "Others" in the brochure. - not done		
16	<p>Constructional defects as pointed out in the first inspection visit during August 2019.</p> <ol style="list-style-type: none"> Small lift size, absence of service lift, non adherence of prevailing norms. AC installation space to be earmarked other than balcony. Many floor tiles were cracked. Portion of wooden doors were peeled off. Floor Tiles levelling was not proper. In many areas there was seepage near water pipe. Kitchen chimney hole was not done. Putty finishing was very poor near window and some other location. The drainage grids and many kitchen/toilet fittings were not installed. 	As per general adherence of promised specification.	Final Demand should be raised by DTC Projects Ltd only after second inspection by me of my subjected unit and after providing satisfactory report of rectification / alteration of the defects raised in 1 st inspection. Till date the already issued final demand needs to be cancelled.

Sajjad Ali
15/3/2020

(Table 2) (Delay interest)

SI No	Date of completion as per agreement	Total progressive Amount Paid	SB rate of interest as on 31.05.2018	Date at which next amount paid	Total no days for which interest to be Calculated	Interest Incurred for (Rs.)
1	30.05.2018	41,23,332/- (till 30.05.2018)	3.5% p.a.	08.04.2019	(From 31.05.2018 to 08.04.2019) 313 days	1,23,756/-
2	30.05.2018	46,43,280/- (till date)	3.5% p.a.	Till date	(From 09.04.2019 to 15.03.2020) 342	1,52,274/-
Total delay interest						2,76,030/-

Table 3 (Home loan interest)

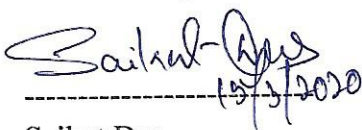
SI No	Time during interest paid	Interest paid on Loan account 35650414569 on SBI Chetla
1	June 2018 to May 2019	1,95,623/-
2	June 2019 to March 2020	1,70,449/-
Total interest paid		3,66,072/-

In spite of all the above deviation by DTC Project Pvt Ltd (Mentioned in Table 1), you have gone ahead with issuing final demand and that too back dated on 07.03.2020 along with some Adhoc demand vide invoice dated 6.03.2020 which are all arbitrary in nature. This speaks volume about the unethical business practice for fetching money, unjustified demands and unprofessionalism of DTC Project Pvt Ltd. These not only increases my mental agony but also puts me under financial stress as I am already paying interest for the loan I have taken way back in March 2016.

In light of the above it is once again requested to come out with all the solution of the above points, pay the delay in compensation as per the Table 2, Pay the interest borne by me as per table 3 (From the agreed completion date) for the home loan I have taken on March 2016 and discard the back dated arbitrary final demand under reference 8, till second inspection of my flat and providing satisfactory report of rectification/alteration of the defects raised in 1st inspection thereof.

An early response on all the points above within one week time is highly anticipated.

Regards



(15/3/2020)

Saikat Das

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