

**Demand Invoice - C5**
**Manish Singh** <manish.open4all@gmail.com>

Tue, Mar 24, 2020 at 3:36 AM

To: DTCGROUP &lt;southernheights@dctgroup.in&gt;, Ayush Jalan &lt;ayush@dctgroup.in&gt;, Abhishek Goswami &lt;abhishek@dctgroup.in&gt;

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

**Re: - Your back dated final demand letter (dt. 07.03.2020) for Block 6, Floor 5, Flat C, received on 19.03.2020.**

- Ref: -
1. Application No: - DPSH1FB/00023/14-15
  2. Allotment letter No. NIL dated 12/03/2015
  3. Sale Agreement dated 09/08/2015
  4. Various meetings with your representatives regarding deviations & unfair practices observed.
  5. 1<sup>st</sup> Pre-Possession Inspection done on 21/12/2019
  6. Your Possession intimation letter dated 21/02/2020
  7. Your Final Demand dated 07.03.2020 and Adhoc demand dated 06.03.2020 (Received on 19.03.2020)

Dear Madam/Sir,

Reference is invited to 1) the above, and 2) various mails sent by the DTC Owners Group, the latest being the MOM shared on 11/02/2020, where a lot of deficiencies were pointed out regarding the construction & finishing of the flat alongwith various other issues and the compensation to be provided thereof.

This is further to my representations/prayers given in person to your representatives on various occasions, I again bring to your notice the following deviations/unfair practices observed.

**(Table-1) (Deviations)**

SI No	Deviation Points	Clause No / Advertising	Relief sought
1	Date of completion was mentioned 36 months from date of commencement (mentioned as April 2015) but it has since 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 (as per Table 3) should be given w.e.f 01.04.2018 till issuance of Occupancy Certificate / Final handover. This compensation must be adjusted with the final demand amount.
2	Allotment of Car parking is imperative as it is a part of the composite unit. Demand raised for total considered amount without allotment of car parking space is untenable.	Schedule H of Sale agreement.	Immediate allotment of parking space. Car parking must get registered alongwith the dwelling unit.
3	Club, Swimming Pool, Community Hall and all other amenities promised to be delivered alongwith delivery of Phase-I.	As per brochure / advertisement	As there is no clarity regarding delivery of all amenities, the residual 50 % charges on Club House, maintenance charge, Sinking fund and extra charges to be kept on hold till completion of all the amenities mentioned in the advertisement/ brochure.
4	Constructional defects as pointed out in the first inspection visit during December 2019. <ol style="list-style-type: none"> <li>a. Kitchen waste water trap above floor level is not acceptable.</li> <li>b. AC exhaust unit placement in balcony is not acceptable.</li> <li>c. Improper placement of commode in common bathroom to be modified.</li> <li>d. Floor gradient tilting away from waste water trap in all rooms &amp; other areas to be rectified.</li> <li>e. Wash Basin/Water points to be provided in Dining Area and/or Balcony.</li> </ol>	As per general adherence of promised specification.	Final Demand should be raised by DTC Projects Ltd only after second inspection of the subject unit and after providing satisfactory report of rectification / alteration of the defects raised in 1 <sup>st</sup> inspection. The final demand issued needs to be cancelled.  The call for second visit is awaited. Your representative Shri Abhishek Goswami had confirmed on 14/03/2020 at the site that the defects are yet to be addressed and call will be given after rectification of the same.

	<p>f. Bad finishing of walls, tiles, granite slab, switches etc. in rooms, bathroom &amp; kitchen.</p> <p>g. Broken tiles &amp; wrong placing of Hot &amp; Cold knobs in common bathroom.</p> <p>h. Side wall tiles to be provided in kitchen.</p>	
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**(Table-2) (Unfair Practices)**

SI No	Observations	Clause No / Advertising	Relief sought
1	<p>'Swimming Pool' was advertised between Block 6 &amp; 5. We booked the flat considering the direct and unhindered view of swimming pool underneath the bedroom window it provided.</p> <p>But it's location was changed without taking our consent.</p>	Advertisement / Brochure / Site plan at the time of booking	The developer/promoter to offer adequate compensation, either in terms of alternative arrangement at the exact same place as swimming pool, or in terms of monetary compensation for this unfair & one-sided action taken.
2	<p>'Basket Ball Court &amp; Large Landscape Greenery' was advertised between Block 6 &amp; 11. We booked the flat considering the view of greenery from it.</p> <p>But it's location was changed without taking our consent.</p>	Advertisement / Brochure / Site plan at the time of booking	The developer/promoter to offer adequate compensation, either in terms of alternative arrangement at the exact same place as Basketball Court & Landscape Greenery, or the amount deducted towards garden facing charges must be returned.
3	'Ceiling Height' was originally advertised at 10 feet, which was subsequently changed to 9.1 feet, without any notice or consent.	Advertisement / Brochure / Site plan at the time of booking	The developer/promoter to pay adequate monetary compensation for this unfair & one-sided action taken.
4	Original floor escalation of the buildings was G+9 which was later changed to G+12 & G+14 without any notice or consent. The unit cost of flat must have been fixed based on earlier floor escalation and land area. None of the benefits gained by the developer/promoter because of increase in floor escalation was passed on to us as a buyer, while we have to contend with lesser share of the land and more number of people to share the common areas & amenities.	Advertisement / Brochure / Site plan at the time of booking	The developer/promoter to pay adequate monetary compensation for this unfair & one-sided action taken.
5	<ol style="list-style-type: none"> <li>1. Placement of rainwater pipe through balcony floor - This has eaten up my carpet area, which I would never be able to use. Also it looks very lowly.</li> <li>2. Provision for AC outdoor units in balcony - Imagine someone standing in balcony while AC is on and getting his head blasted with hot exhaust air.</li> <li>3. Waste water trap provided in kitchen is 5-6 inches above floor height - The waste water will get drained only if water could climb 5-6 inches up the trap against gravity by itself.</li> <li>4. Small passenger carrying lifts &amp; non-availability of Service lifts in High rise buildings of G+12, is totally insufficient.</li> </ol> <p>The above are limited observations to point out what kind of inferior construction and shoddy workmanship is being sold to the customers in the name of 'Next Level Living' at the cost of their comfort and habitability.</p>	As per our observation during inspection.	<p>The developer/promoter must give in writing the deadline within which they would rectify all these faults at their cost. Or an alternative arrangement agreeable to me must be offered immediately.</p> <p>If no rectification/alternative arrangement is possible then 1) I would be free to make own arrangements giving due preference/priority to my own comfort/habitability, AND, 2) The developer/promoter to pay adequate monetary compensation for delivering faulty and poor piece of workmanship which is not only unjust towards me but also unfair as against accepted trade practices.</p>

As per clause 6.23 of the agreement, the purchaser becomes entitled to interest if delivery of Composite Unit not received within 12 months from completion date.

As per my understanding, I'm entitled to the interest owing to delay in handover of the composite unit beyond 12 months. Also, the interest shall be calculated with effect from the completion date till date of Possession / Issuance of Occupancy Certificate, as no other date is specifically mentioned for the purpose of calculation of interest.

**(Table 3) (Delay interest)**

SI No	Date of completion as per agreement	Total progressive Amount Paid	SB rate of interest as on 01.04.2018	Date at which next demand amount paid	Total no days for which interest to be Calculated	Interest Incurred for (Rs.)
1	31.03.2018	24,43,865/- (till 31.03.2018)	3.5% p.a.	26.04.2018	(From 01.04.2018 to 26.04.2018) 26 days	6,093/-
2	31.03.2018	27,69,374/- (till 26.04.2018)	3.5% p.a.	29.04.2019	(From 26.04.2018 to 29.04.2019) 369 days	97,990/-
3	31.03.2018	31,10,424/- (till date)	3.5% p.a.	28.04.2020 (expected date of CC/OC/Possession)	(From 29.04.2019 to 28.04.2020) 365 days	1,08,865/-
Total delay interest						2,12,948/-

In spite of all the above deviation by DTC Project Pvt Ltd (Mentioned in Table 1 & 2), which were brought to your notice many times during our personal visits and also during the last meeting with DTC Owner's Group which I'm a part of, you have gone ahead with issuing final demand and that too back dated on 07.03.2020 along with a Adhoc demand vide invoice dated 6.03.2020 which are all arbitrary in nature. This speaks volume about your unethical business practice for fetching money, unjustified demands and unprofessionalism of DTC Project Pvt Ltd. These have not only increased my mental agony but also put me under financial stress.

**In light of the above it is once again requested to withdraw the back dated final demand immediately, call for second inspection of my flat and provide satisfactory report of rectification/alteration of the defects raised in 1<sup>st</sup> inspection, come out with all the solution of the above points as per Table 1 & 2 and pay the compensation for delay in handover as per the Table 3. This compensation of approx. Rs. 2,12,948/- has to be adjusted in the final demand.**

An early response on all the points above within 3 day's time is anticipated. If no response is received from you within 7 days, it will be considered as default acceptance by DTC Ltd.

In the case that I/we find your response unsatisfactory or not agreeable, I/we reserve my/our right as aggrieved buyer to approach appropriate forum/tribunal.

Regards

Manish Kumar Singh

On behalf of

Poonam Singh / Manoj Kumar Singh

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