

**Demand Invoice - C5**

Manish Singh <manish.open4all@gmail.com>

Mon, Apr 13, 2020 at 6:20 AM

To: DTC Support <query@dtcgroup.in>

Cc: "southernheights@dtcgroup.in" <southernheights@dtcgroup.in>, Ayush Jalan <ayush@dtcgroup.in>, Abhishek Goswami <abhishek@dtcgroup.in>, Manoj Singh <singhmk1958@gmail.com>

Dear Madam/Sir,

I am currently homebound and having good network coverage. Please leave a message if somehow you call and it doesn't get connected. I'll call back.

Our observations on your response (in yellow) are mentioned alongside.

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

SI No	Deviation Points	Your Response	Our Observation
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.	We have already completed and thus we've received the C.C. We have started the final registration also and a number of customers have completed it. But due to the present lockdown situation, we are unable to continue the registration process now. Looking into the situation we will review after thing normalizes and provide a timeline for final inspection and registration. It is not possible to complete all agreed amenities of the total project at a time, we'll deliver amenities that are within the phase which will be delivered in time to time as we are doing now.	1. No copy of Completion Certificate has been provided. 2. At the time of our booking, the common amenities including the Club House and the facilities within, were part of Phase 1, which was promised to be handed over with Phase 1. Therefore, it is expected naturally that those facilities would be handed over alongwith the Flat & parking. Any variance to this from your end shall not be acceptable. In case you're not able to fulfil it, then the final demand should not have those price components which would be made available for use posterior to registration. A demand for those amenities should only come after their completion. Above observation standing, let us have your commitment on the date of completion of all the amenities
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.	Before final registration, we'll complete the car parking allocation because at the time it will be required. Car parking spaces are ready at the moment even MLCP fittings are also at site.	Ok. Agreed as per your commitment.
3	Club, Swimming Pool, Community Hall and all other amenities promised to be delivered alongwith delivery of Phase-I.	We have never promised that the mentioned amenities in <a href="#">sl.no -3</a> will also be handed over along with the delivery of Phase-1A. As per sale agreement also the possession time is mentioned for the unit and not of any amenities. Amenities, which are mentioned in the sale agreement, will be completed for sure but in phase-wise.	As per the plan provided to us at the time of booking, amenities formed part of Phase 1, before being shifted to other location/phase by you unilaterally. Your one-sided action notwithstanding, we would stick to taking over of all amenities with that of composite unit. Otherwise why should we pay for something which has not been constructed and made usable?
4	Constructional defects as pointed out in the first inspection visit during December 2019. a. Kitchen waste water trap above floor level is not acceptable. b. AC exhaust unit placement in balcony is not acceptable. c. Improper placement of commode in common bathroom to be modified. d. Floor gradient tilting away from waste water trap in all rooms & other areas to be rectified.	The snags which are mentioned are being looked after by our finishing team. If there are any snags which are within our scope, will be rectified and we will be calling you again for the inspection. Be rest assured that any snag found which is within the scope will be rectified from our end.	The execution of your rectification job and its quality must be verified by us before getting final demand. The buyer cannot be forced to make payment before you execute your job satisfactorily. Please explain what do you mean by 'snags within our scope'. Who else should own and rectify the defects which, as per you, do not belong 'within your scope'?  Do you intend to tell us that, you as a developer/promoter can pass on an inferior construction/design to the buyer by claiming it to be not within your scope of rectification?

<p>e. Wash Basin/ Water points to be provided in Dining Area and/or Balcony.</p> <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)**

Sl No	Observations	Your Response	Our Observation
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>	<p>From the very beginning of changing the location of the clubhouse it has been conveyed multiple times in certain intervals that the clubhouse has been shifted for the betterment of the project as well as for the residents of DTC Southern Heights and it has also been ensured to you that in place of swimming pool there will be a water body, so your view will not be distracted anyway.</p>	<p>Please provide a copy of the mails or registered communications where you have 'conveyed multiple times in certain intervals' to the undersigned regarding change of location of the Clubhouse and other amenities. Regarding the alternative arrangement you're speaking of, it has to be of the same size and located at the same place, i.e beneath the bedroom window of our flat, as per the original plan of swimming pool. Any departure will not at all be acceptable.</p> <p>Most of the buyers, including us are well aware of the kind of 'betterment' we have received. Altering plans unilaterally and categorising snags as beyond your scope etc. after receiving payments from buyers, should be termed as 'unfair trade practice' and not 'betterment'.</p>
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>	<p>Landscaping area has not been changed, so your view will not be distracted.</p>	<p>Landscaping area as per original plan was the area beyond the swimming pool and club lounge. Please confirm it will be there as per original plan, else the extra charges towards garden facing has to be refunded to us.</p>
3	<p>'Ceiling Height' was originally advertised at 10 feet, which was subsequently changed to 9.1 feet, without any notice or consent.</p>	<p>9.1 Feet is the clear height (After finish).</p>	<p>Why the clear height was earlier advertised as 10 ft and subsequently changed to 9.1 ft?</p> <p>It is a clear case of trade malpractice. We seek compensation for this.</p>
4	<p>Original floor escalation of the buildings was G+9 which was later changed to G+12 &amp; 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 &amp; amenities.</p>	<p>It is already written in the sale agreement that if we get permission from the appropriate government authority then we can raise the height of the building. Hence, further notice or consent is not required.</p>	<p>Even if further notice or consent was not required for constructing higher floors, the benefits gained by the developer/promoter due to such floor escalation still has to be shared with the buyers. As pointed earlier, the number of flat units have increased per unit area of land, thereby giving the individual buyer a lesser proportion of land area and more number of users to share the common amenities (e.g the small size lifts provided may have been adequate for G+9 but will never be enough for G+12 or G+14). On other hand, the developer/promoter will reap higher returns on account of more number of saleable flats. This biased tactic is not acceptable to us.</p>
5	<p>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.</p>	<p>4.1 - In Mivan technology this is the standard practice everywhere. If you look in some other projects also, where Mivan technology is followed, then you'll find the same.</p>	<p>5.1 (your 4.1). Please do not claim your failures as standard practice. A lack of planning &amp; foresight cannot be blamed on technology. If you really want to look into other projects, then please see Emami City at Golpark, Jessore Road, where the same</p>

<p>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.</p> <p>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.</p> <p>4. Small passenger carrying lifts &amp; non-availability of Service lifts in High rise buildings of G+12, is totally insufficient.</p> <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>	<p><b>4.2</b> - Please look around in some other high rise projects, in maximum places, this is only followed.</p> <p><b>4.3</b> - It is not generally found to swipe on the kitchen floor, mopping is usually done and so it is as per the directives of the architect.</p> <p><b>4.4</b> - From the very beginning we have said that "we'll be providing six-passenger capacity passenger lifts of reputed make and service lift will not be there" and so we have given the same and all customers have booked after knowing this fact.</p> <p>Inferior or superior is a very relative term, every stage of construction has been done as per the directives of a renowned Architect like Espace and I think we should have a proper understanding of Civil limitations first.</p>	<p>Mivan technology is used but the pipes are not crossing through the balcony.</p> <p>5.2 (your 4.2). Again an unprofessional excuse from your end as earlier. Please see Southwinds at EM Bypass, South Kolkata which is having the same Marketing partner as yours – N.K. Realtors. The A.C ledges have been put on the sills extending beyond windows and balconies.</p> <p>5.3 (your 4.3). Please do not generalize or make restrictions to the disadvantage of buyers. Why would you assume that all buyers would only mop and not swipe the floors? Are you the authority to restrict us from swiping our house's floor?</p> <p>5.4 (your 4.4). Please provide where you have mentioned the lift capacity would limited to 6 passengers.</p> <p>As a buyer, after observing many other projects comparable in size as this one, I am indeed of the opinion that the quality of workmanship as well as services are inferior. This opinion is shared by many other fellow buyers I have come across. Please explain the meaning of 'Civil limitations'. Googled it but couldn't find a relevant meaning.</p> <p>Our demands as per earlier mail stand as they were.</p>
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**(Table 3) (Delay interest)**

Total delay interest	2,12,948/-	Thank you for sharing your exercise on penalty amount with us, our accounts department will calculate the amount and cheque will be provided to you following sale agreement. We will soon be emailing all the individual customers regarding the delay compensation that they will be receiving if any due from our end, based on their individual sale agreement and the possession date mentioned there. The same can be collected once the final demand payment is done.	Please share the calculation of subject compensation at the earliest. The payment/adjustment of such amount can only be done after clear acceptance from us.
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Apart from above, we have also come across error in your demand amounts and our payments against those demands as details below:

**(Table 4) (Erroneous demand for Service Tax)**

Inst.	Progress	Remarks	Flat + Parking	Tax	Add-Ons	Tax	Payable	Demand Amount	Demand Date
2nd Inst.	Casting Of Ground Floor	10% of Total Price + Tax	3,07,488	11,531	10,340	1,551	3,30,910	3,33,216	14-Oct-16
3rd Inst.	Casting Of 1st Floor	10% of Total Price + Tax	3,07,488	11,531	10,340	1,551	3,30,910	3,33,216	16-Jan-17
4th Inst.	Casting Of 3rd Floor	5% of Total Price + Tax	1,53,744	5,765	5,170	776	1,65,455	1,66,608	23-Feb-17
5th Inst.	Casting Of 5th Floor	5% of Total Price + Tax	1,53,744	5,765	5,170	776	1,65,455	1,66,608	28-Mar 17
6th Inst.	Casting Of 7th Floor	5% of Total Price + Tax	1,53,744	5,765	5,170	776	1,65,455	1,66,608	25-Apr-17

**Applicable Tax Slab**

Period	Others	Flat + Parking
01/06/2016 – 30/06/2017	15.00%	3.75%

Difference between actual amount paid and correct payable amount = Rs. 8,072/-. This amount needs to be adjusted in the final demand. Also let us know the benefit passed to buyers as % of Input Tax Credit in post GST demands.

We have completed our job and so have received the completion certificate. The snags which are mentioned are being looked after by our finishing team. If there are any snags which are within our scope, it will be rectified and we will be calling you again for the inspection. Be rest assured that any snag found which is within the scope will be rectified from our end, but please pay the final payment by 15th of April 2020 to avoid interest on delay payment following the sale agreement.

As pointed earlier, we have not received any CC from your end. Please provide Final Completion Certificate for the building. As the building has been planned and constructed by professionals hired by DTC, all the snags will be within your scope of rectification only. You cannot wash off your hands by categorising defects as within or outside the scope.

Unless, 1) the outstanding issues are resolved, 2) the defects are rectified satisfactorily and final inspection is done, 3) the compensation amount is agreed, there can be no question of final payment.

In view of above, and the fact that presently there is complete lockdown due to Covid-19, the final demand can only be raised post redressal of above issues and normalisation of current situation. Non-cooperation from your side or imposing unwarranted demand/delay interest would be met with resistance and would be challenged in appropriate forum.

Regards

Manish Kumar Singh  
On behalf of  
Poonam Singh / Manoj Kumar Singh  
9330676749

On Wed, Apr 8, 2020 at 2:29 PM DTC Support <[query@dtcgroup.in](mailto:query@dtcgroup.in)> wrote:

Dear Mr. Manish Singh,

Thank you for writing to us. I was trying to connect you but found out of coverage area. In response to your mail all replies against of your queries are furnished below:

**Table -1**

**SI.No -1** - We have already completed and thus we've received the C.C. We have started the final registration also and a number of customers have completed it. But due to the present lockdown situation, we are unable to continue the registration process now. Looking into the situation we will review after thing normalizes and provide a timeline for final inspection and registration.

It is not possible to complete all agreed amenities of the total project at a time, we'll deliver amenities that are within the phase which will be delivered in time to time as we are doing now.

**SI.No -2**- Before final registration, we'll complete the car parking allocation because at the time it will be required. Car parking spaces are ready at the moment even MLCP fittings are also at site.

SI.No -3- We have never promised that the mentioned amenities in [sl.no -3](#) will also be handed over along with the delivery of Phase-1A. As per sale agreement also the possession time is mentioned for the unit and not of any amenities. Amenities, which are mentioned in the sale agreement, will be completed for sure but in phase-wise.

**SI.No- 4-**

The snags which are mentioned are being looked after by our finishing team. If there are any snags which are within our scope, will be rectified and we will be calling you again for the inspection. Be rest assured that any snag found which is within the scope will be rectified from our end.

**Table -2**

**SI.No.1** - From the very beginning of changing the location of the clubhouse it has been conveyed multiple times in certain intervals that the clubhouse has been shifted for the betterment of the project as well as for the residents of DTC Southern Heights and it has also been ensured to you that in place of swimming pool there will be a water body, so your view will not be distracted anyway.

**SI.No -2**- Landscaping area has not been changed, so your view will not be distracted.

**SI.No -3**- 9.1 Feet is the clear hight (After finish).

**SI.No - 4**- It is already written in the sale agreement that if we get permission from the appropriate government authority then we can raise the height of the building. Hence, further notice or consent is not required.

**4.1** - In Mivan technology this is the standard practice everywhere. If you look in some other projects also, where Mivan technology is followed, then you'll find the same.

**4.2** - Please look around in some other high rise projects, in maximum places, this is only followed.

**4.3** - It is not generally found to swipe on the kitchen floor, mopping is usually done and so it is as per the directives of the architect.

**4.4** - From the very beginning we have said that "we'll be providing six-passenger capacity passenger lifts of reputed make and service lift will not be there" and so we have given the same and all customers have booked after knowing this fact.

*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.*

Inferior or superior is a very relative term, every stage of construction has been done as per the directives of a renowned Architect like Espace and I think we should have a proper understanding of Civil limitations first.

**Table -3 :**

Thank you for sharing your exercise on penalty amount with us, our accounts department will calculate the amount and cheque will be provided to you following sale agreement. We will soon be emailing all the individual customers regarding the delay compensation that they will be receiving if any due from our end, based on their individual sale agreement and the possession date mentioned there. The same can be collected once the final demand payment is done.

We have completed our job and so have received the completion certificate. The snags which are mentioned are being looked after by our finishing team. If there are any snags which are within our scope, it will be rectified and we will be calling you again for the inspection. Be rest assured that any snag found which is within the scope will be rectified from our end, but please pay the final payment by 15th of April 2020 to avoid interest on delay payment following the sale agreement.

Regards

**DTC Projects Pvt. Ltd.**

On DH Road, Next to IIM Kolkata next to, Kolkata, West Bengal 700104

On Mon, 6 Apr at 4:48 AM , Manish Singh <[manish.open4all@gmail.com](mailto:manish.open4all@gmail.com)> wrote:  
Dear Madam/Sir,

**This has reference to my mail dated 24th Mar, 2020 and further reminders through sms & calls.**

You were expected to respond within 7 days but **it is going to be almost 2 weeks now** and we are yet to receive a response to the concerns & queries put to you.

While we received your whatsapp message on 26/03/2020 that 'Final payment date extended till 15th April as of now' and on 02/04/2020 that 'Dear Sir, hope you and your family are doing well. If you are facing any difficult during this period, please do not hesitate to reach out to me directly or anyone from our team. We are more than happy to help you.', **there has been no communication from your end over the outstanding issues enumerated in the said mail.**

We once again request you to respond immediately. Please note that without addressing our concerns suitably, there would be no question of any further payment of any kind and we reserve our rights for appropriate remedy.

Manish Kumar Singh  
On behalf of  
Poonam Singh/ Manoj Kumar Singh  
9330676749

----- Forwarded message -----

From: **Manish Singh** <[manish.open4all@gmail.com](mailto:manish.open4all@gmail.com)>  
Date: Tue, Mar 24, 2020 at 3:36 AM  
Subject: Re: Demand Invoice - C5  
To: DTCGROUP <[southernheights@dtcgroup.in](mailto:southernheights@dtcgroup.in)>, Ayush Jalan <[ayush@dtcgroup.in](mailto:ayush@dtcgroup.in)>, Abhishek Goswami <[abhishek@dtcgroup.in](mailto:abhishek@dtcgroup.in)>

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 06.03.0202 (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)**

Sl No	Deviation Points	Clause No / Advertising	Relief sought
1	Date of completion was mentioned 36 months	Clause 6.15 of the	Penalty for delayed completion (as per