

**AMITAVA CHAKABORTY and PIYALEE CHAKRABORTY**  
Flat No Daisy 415, Siddha Town Madhyamgram  
Sodepur Road, Madhyamgram, opp. APC College,  
Kolkata, West Bengal 700110

Dated: 23/6/2020

**M/S SIDDHA PROJECTS PRIVATE LIMITED**  
99A PARK STREET KOLKATA WB 700016  
(CIN) U70101WB1998PTC086423

**To whom it may concern**

Project/Complex : Siddha Town Madhyamgram  
Subject : **NOTICE OF DEFECTS - Reg.**  
Transaction reference: Deed No: I-1904-08724/2017, Date of Registration: 24/08/2017  
Query No/Year : 1904-000169145/2017, Query Date: 14/08/2017

Dear Sir/Madam,

This is to formally inform you about some of the structural as well as serviceability defects in my Apartment as a Buyer; for your further needful action. I am writing this letter in conjunction to "**The West Bengal Housing Industry Regulation Act, 2017 and RERA – 2016**" respectively where it is highlighted in the sub-section 3 of section 14, Chapter III –Functions and Duties of Promoter, The West Bengal Housing Industry Regulation Act, 2017; read parallel with sub-section 3 of section 14, Chapter III, functions and duties of Promoter, RERA2016.

It is to convey that the said defects are structurally created (deep cut done on rooftop in the month of February dated 16<sup>th</sup> Feb 2020 and thereafter) by SIDDHA of the property without prior knowledge, previous written consent, proper declaration and intimation to BUYER. This problem of alterations of cutting into the roof impacted structural changes was initially conveyed, objected against to do such work and henceforth facing severe problems of leakage during rainfall in the said area of the roof.

I am experiencing visible cracks and water seepage at various locations in the underside of the ceiling of my Apartment for past six months (February 2020 onwards). Ongoing monsoon has made the matters worse. Such complaints were reported through various first hand transmittals to your good office for addressal. However, I failed to secure any satisfactory attention from your office, till to date. Also, the cause of such defects and steps taken towards remedy of such defects were never disclosed to the undersigned as a party (Buyer). Hence, breach of agreement notice is served herewith.

Further, it is to put on record that the top of my ceiling has been cut, renovated and major structural/ aesthetic changes were carried out under the authority of M/s Siddha Projects (P) Ltd without obtaining NOC from Buyer/Buyers.

While the agreement equips Promoter to carry out such works at public areas but it necessarily prohibits from independent action/s of Promoter towards such works. Case on point, you have not procured majority consents from buyers against such works. Which may be termed illegal.

Further, it is conveyed that only after such unauthorized works of your office, I am experiencing the reported defects and serviceability problems.

On a/c of above, humbly it is demanded to produce clearly laid out - (a) Approach & Methodology for repair works against the defects, (b) MTCs of repair materials, (c) Warranty Certificates from manufacturer, (d) Quality Assurance Plan, (e) Work Break-Down Schedule for the entire period of repair works, and (f) O&M conditions along with NOC of buyer/s.

Therefore, I look forward to settle this matter amicably. If however, you choose not to address this Notice within 7 days from the date of receipt, I/we will consider taking further action to resolve the complaint through competent authorities and tribunals as may deemed fit.

Thanking you for your urgent attention to this matter.

Yours Faithfully,

**Amitava Chakraborty & Piyalee Chakraborty**

*Amitava Chakraborty Piyalee Chakraborty*

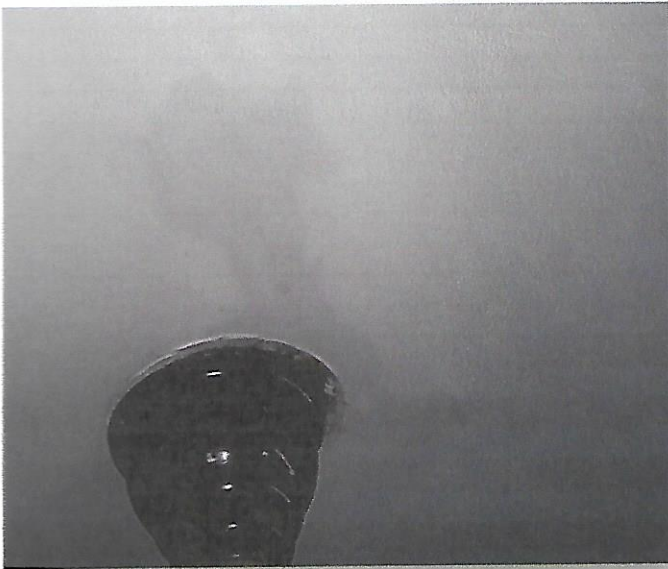
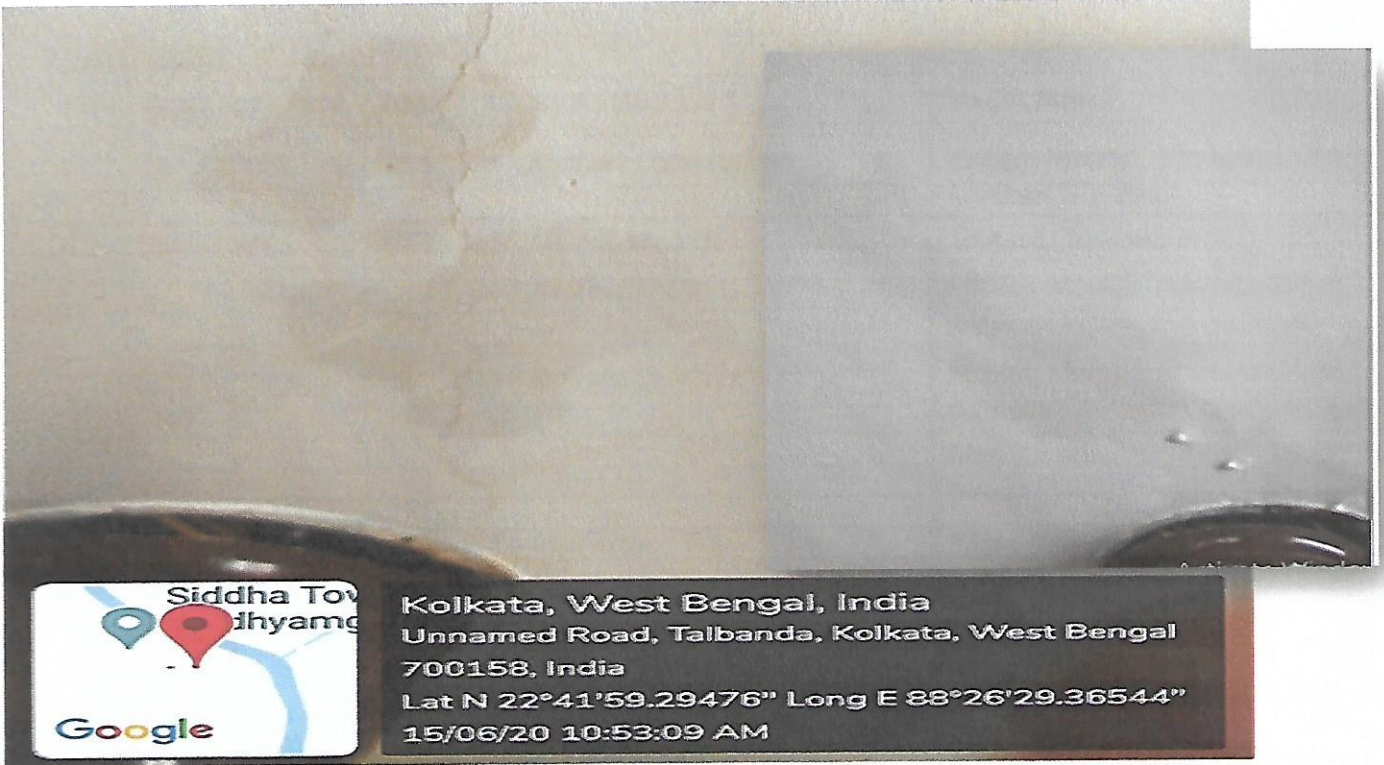
**Copy To:**

1. **Facility Manager**, Siddha Town Madhyamgram for his information
2. **GM –Facilities and Hospitality**, Siddha Group, for his information a
3. **GM – Customer Support**, Siddha Group, for his information and need full action.
4. **Managing Director**, Siddha Group, for his information and need full action.

**Encls/-**

- Annexure I : Proof of Defects
- Annexure II : Transmittal History
- Annexure III: Risk From The Defects

Annexure - I | Proof of Defects



Cuts and allied works carried out by M/s Siddha without NoC from Buyer.

*Amitava Chakraborty*      *Piyali Chakraborty*

**ANNEXURE - II**  
**TRANSMITTAL HISTORY**

**YEAR: 2020**

S.N.	DATE	MONTH	TIME	FROM (Sh./Smt.)	TO (Sh./Smt.)
1	16	FEB	03:17 PM	Amitava Chakraborty	Abadan Mandol, Prodipto Dutta, Arindam Ghosh
2	24	FEB	03:28 PM	Abadan Mondal	Amitava Chakraborty
3	4	MAR	08:45 AM	Amitava Chakraborty	Abadan Mandol, Arindam Ghosh, Somnath Kundu, Rahul Ghosh
4	21	APR	12.33 PM	Amitava Chakraborty	Abadan Mondal, Arindam Ghosh, Somnath Kundu, Rahul Ghosh, Prodipto Dutta, Sanjay Dubey
5	21	APR	05:09 PM	Abadan Mandol	Amitava Chakraborty
6	28	APR	4:52 PM	Amitava Chakraborty	Prodipto Dutta, Arindam Ghosh, Somnath Kundu, Rahul Ghosh, Abadan Mondal, Sanjay Kumar Dubey
7	7	MAY	11.04 AM	Amitava Chakraborty	Prodipto Dutta, Sanjay Kumar Dubey, Abadan Mondal, Arindam Ghosh, Somnath Kundu, Rahul Ghosh
8	8	MAY	9:06 AM	Abadan Mandol	Amitava Chakraborty
9	10	MAY	11:32 AM	Amitava Chakraborty	Sanjay Jain, Arindam Ghosh, Prodipto Dutta, Sanjay Kumar Dubey, Somnath Kundu, Rahul Ghosh, Abadan Mondal
10	14	MAY	8:25 PM	Arindam Ghosh	Amitava Chakraborty
11	17	JUN	9.30 AM	Amitava Chakraborty	Sanjay Jain, Arindam Ghosh, Prodipto Dutta, Sanjay Kumar Dubey, Somnath Kundu, Rahul Ghosh, Abadan Mondal
12	18	JUN	6.16 PM	Arindam Ghosh	Amitava Chakraborty
13	22	JUN	11.23 AM	Amitava Chakraborty	Sanjay Jain, Arindam Ghosh, Prodipto Dutta, Sanjay Kumar Dubey, Somnath Kundu, Rahul Ghosh, Abadan Mondal

*Amitava Chakraborty Pijalu Chakraborty*

### ANNEXUREIII: RISKS ARISING FROM DEFECTS

- It is elementary to understand that water always flows down and follows the path of least resistance. When water flows onto a ceiling from above, it looks for the easiest way to keep going down causing several structural design compromises. With plaster, it usually the place where water pools up. It saturates the plaster then drips right through, as is the case. The ceiling material soaks up the water and changes colour. It has become heavy and sagged.
- It is periodic to say that huge chunks of ceiling may also collapse as already cracks are developed throughout the ceiling of my roof causing damage to life and property. Water allowed to mingle inside the ceiling and walls will grow mold which is bacterial and very difficult to get rid of once it starts to grow. Thus, family well-being is also at risk.
- Life threatening risks situation can incur as the point of defects as seepage is near and close to my fan area leading to short circuit of electricity (sparks are already seen when I switch on my fan at the point of leakage) and room walls can become charged.

On a/c of above, it is to convey that the defects even with repair measures are totally un-acceptable.

#### Summary:

- Due to repair and rehabilitation of a new property, the valuation of the property has deteriorated. This is a direct loss due to negligence of Promoter.
- The general aesthetics of the member has changed.
- The non-transparent procedures are harassing. The repair approach and without taking consent for a methodology of repair and rehabilitation has caused damages in terms of time and efforts in buyer's part.
- Buyer is at a life threatening risk situation of occurrence of an electric short circuit.

*Amitava Chakraborty & Piyali Chakraborty*