

EW427745556IN TR:69879  
 SP ESPLANADE SO 700069  
 Counter No: 07/03/2020, 15:37  
 To: DIR SAKSHI GA, REALTORS P LTD  
 PIN: 700069, Esplanade SO  
 From: PRENA CHARM, 1/1/1 SRINANI BA  
 Wt: 70gms  
 Amt: 41.30 (Cash) Tax: 4.30  
 (Track on www.indiapost.gov.in)

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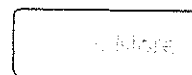
## Track Consignment

Quick help

\* Indicates a required field.

\* Consignment Number

EW427745556IN



Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location
Esplanade SO	07/03/2020 15:38:14	700069	41.30	Inland Speed Post	Esplanade SO

### Event Details For : EW427745556IN

Current Status : Item Delivered [To: SAKSHI GANGA(Addressee) ]

Date	Time	Office	Event
11/03/2020	13:55:22	Esplanade SO(Beat Number :3)	Item Delivered [To: SAKSHI GANGA(Addressee) ]
11/03/2020	09:01:01	Esplanade SO	Out for Delivery
09/03/2020	16:13:17	Esplanade SO	Item Onhold DOOR LOCKED
09/03/2020	13:54:07	Esplanade SO(Beat Number: 3)	Not Delivered DOOR LOCKED
09/03/2020	10:02:15	Esplanade SO	Out for Delivery
09/03/2020	07:37:07	Esplanade SO	Item Received
07/03/2020	16:25:28	Esplanade SO	Item Bagged
07/03/2020	15:38:14	Esplanade SO	Item Booked

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To

Date: 05<sup>th</sup> March, 2020

The Director

M/s. Sakshi Ganga Realtors Pvt. Ltd.

2<sup>nd</sup> Floor, Room No. 215B,

37A, Bentinck Street,

P.S: Hare Street, Kolkata – 700069.

**Subject:** Problems faced after Purchase of Flat No. A-III, Third Floor, Block – 1,  
“Lingam Ganges”, 1, Sreemani Bagan Lane, Salkia, P.S: Golabari, Howrah –  
711106.

**Ref.:** Sale Agreement dated 18<sup>th</sup> Feb 2016.

**Kind Attn:** Mr. Krishnendu Chowdhury.

Dear Sir,

With reference to the above subject and Sale Agreement, I would like to bring it to your kind notice that upon your request and representations, I have purchased the above mentioned Flat No. A-III, Third Floor, Block – 1, “Lingam Ganges”, 1, Sreemani Bagan Lane, Salkia, P.S: Golabari, Howrah – 711106 consisting of Three Bed Rooms, One Dining Room Hall, One Kitchen, Two Balconies and Three Toilets. I have since then duly paid upon receipt Rs. 64,00,000/- (Rupees Sixty Four Lacs) inclusive of Taxes, to you for the same as mentioned herein below:

Sl. No.	Date	Description	Amount (Rs.)
01.	26/08/2013	Through Cheque No. 000004 drawn on Bank of Baroda	5,00,000.00
02.	26/08/2013	Through Cheque No. 000008 drawn on Bank of Baroda	5,00,000.00
03.	26/09/2013	Through Cheque No. 000007 drawn on Bank of Baroda	5,00,000.00
04.	26/09/2013	By Cash	5,00,000.00
05.	19/08/2014	Through Cheque No. 000011 drawn on Bank of Baroda	5,00,000.00
06.	19/08/2014	Through Cheque No. 059681 drawn on UCO Bank	5,00,000.00
07.	13/05/2015	By Cash	10,00,000.00
08.	12/11/2015	Through Cheque No. 000015 drawn on Bank of Baroda	3,60,000.00
09.	12/11/2015	Through Cheque No. 076122 drawn on UCO Bank	2,40,000.00
10.	19/11/2015	Through RTGS	2,00,000.00
11.	22/12/2017	Through Cheque No. 000010 drawn on UCO Bank	6,00,000.00
12.	22/12/2017	By Cash	10,00,000.00
		<b>Total =</b>	<b>64,00,000.00</b>

*Prema Sharma.*

Let me recall the series of incidents related to the purchase of the above flat:

1. I being a teacher was approached by your team along with the Annexed Copy of Brochure of your upcoming residential project named "Lingham Ganges" at 1, Sreemani Bagan Lane, P.S: Golabari, P.O: Salkia, Howrah – 711106 and I agreed to purchase a 3BHK Flat on the Third Floor in Block-1 of the proposed 4-storied Apartment @Rs. 4000 per square feet rate along with a covered Car Parking Area @Rs. 5,00,000/- on 20<sup>th</sup> August 2013. The Total Break-up is as given below:

Price of 3BHK Flat (With Taxes) - Rs. 59,00,000/-

Price of one covered car parking - Rs. 5,00,000/-

Extra Charges (For Gym/Community - Rs. 2,00,000/

Hall/CCTV/Intercom/Generator)

**Total (With Taxes) - Rs. 66,00,000/-**

2. It was told to me by your representative that the 3BHK Flat on 3<sup>rd</sup> Floor of Block-1 which was selected by me would consist of an area of around 1475 Square Feet (along with Super Built-up) as well as all the amenities shown in the Annexed Brochure. He also promised that the construction would start asap and would be handed over the possession of the flat with all amenities within next 4 years.
3. I paid a booking the booking amount of Rs. 10,00,000/- (Rupees Ten Lacs) on 26<sup>th</sup> August 2013 and during the next 4 years i.e within December 2017 I paid Rs. 64,00,000/- (Rupees Sixty Four Lacs only) as mentioned above.
4. In the meantime on 18.02.2016 an Agreement for Sale was entered into between yourself and me wherein the entire terms and conditions for purchase of the said flat were mentioned.
5. Despite the terms of the aforesaid Agreement, there was an indefinite delay in construction by you and irrespective of that I had duly and on goodfaith paid around 97% of the total consideration money to you within 2017. I approached you and your representative Mr. Sunil Agarwal several times to complete the work in all respect and hand over the possession of the flat to me but my request was never met.

*Reema Sharma.*

6. During 2018, I was diagnosed of Kidney Failure and had to go for Dialysis. Since, I had purchased this Flat way back in 2013 and as committed by you and your representatives I was supposed to receive the possession of the flat in 2017-18, I had made all the necessary payments as required by you but neither you nor your representatives paid any attention to an ailing senior citizen.
7. In April 2019 , since the floor and roof were casted, brickwork (kitchen excluded) along with internal electrical wiring & plumbing was done in my flat, I myself took the onus and pressurised your team to at least complete the fitting of windows and main door which was done in May 2019.
8. In May 2019, after consultation with Mr. Sunil Agarwal and yourself, I was asked to provide Floor Tiles along with Western Cumboards which would be fitted by your masons and the price of the same would be reimbursed to me at actuals. As I was in a state of extreme distress, I had no option but to purchase the floor tiles (950 Sq. Ft) along with Western Cumboards (3 Sets) which was later fitted. Later even the Final coat of Plaster of Paris was done at my cost which also needs to be reimbursed by you.
9. During July 2019, I at my own cost completed the rest of the works along with Wooden Furnishing and Paint in my above-mentioned Flat which was given a number i.e. A-III. But to my utter surprise basic necessities such as Corporation Drinking Water, Electricity Connection and Lift were never provided and as on date are still not provided. Water seepage has also been observed in the Flat and damaged the Paint.
10. In January 2020, I at my own cost conducted a measurement survey of my Flat through a LBS, registered under Howrah Municipal Corporation who declared that the actual carpet area is 945 Square Feet and the Built-up area of the Flat is 1103 Square Feet. Therefore, the super built-up area should be around 1379 Square Feet which is 96 Square Feet less than the area said by you in the agreement.
11. Thereafter, I have observed that you have categorically deviated from the proposed G+4 Structure as well as the certain car parking areas have also been consumed for your own commercial purpose without taking necessary permission from the purchasers as per the rules of WBHIRA. Neither you have followed the guidelines for Fire Safety nor you have registered the Project with WBHIRA.

Now, being a reputed builder group as you have not been able to provide the proper possession of my Flat as per the specification mentioned in the Annexed Brochure till February 2020 along with all the other Amenities such as Community Hall, Gym, Temple, CCTV, Intercom Facility etc.

*Prema Sharma.*

I hereby, for the final time request you to kindly complete all the jobs pending and repairs in my flat such as repair of wall effected by water seepage, replacement of Sanitary Fittings which have started leaking along with all the other Amenities such as Electricity, Lift, Drinking Water, Community Hall, Gym, Temple, CCTV, Intercom Facility etc. as mentioned in your Brochure within next 15 days. I also request you to kindly revise the area of my Flat as per the Annexed Survey Plan and refund the amount accordingly.

Please hand over the copy of the entire set of documents related to my Flat & the Building Complex as mentioned hereunder:

1. Title documents of the land on which the construction of the Building has been done.
2. Your relation (Sakshi Ganga Realtors Pvt. Ltd.) and capacity related documents as Developer of the land.
3. Sanction building drawings and certificates from relevant authorities.

Due to sheer negligence towards fulfilling your commitments and your non-performance of the above-mentioned promised actions I have been aggrieved financially and harassed mentally. In the pretext, I won't be wrong if I claim damages and compensation for the losses, I have incurred by you. My rights and contentions legally stand reserved as this is without prejudice.

With regards,

Yours truly,

*Prema Sharma*

Mrs. Prema Sharma

Address:

1/1/1, Sremani Bagan Lane,  
Salkia, Howrah – 711106.

PLAN OF A FLAT ( NO. 3A ) AT 3RD. FLOOR (BLOCK - A)  
IN " LINGAM GANGES " AT HOLDING NO. 1,SRIMANI  
BAGAN LANE,P.S.- GOLABARI,P.O. - SALKIA,  
DIST. - HOWRAH,PIN - 711106

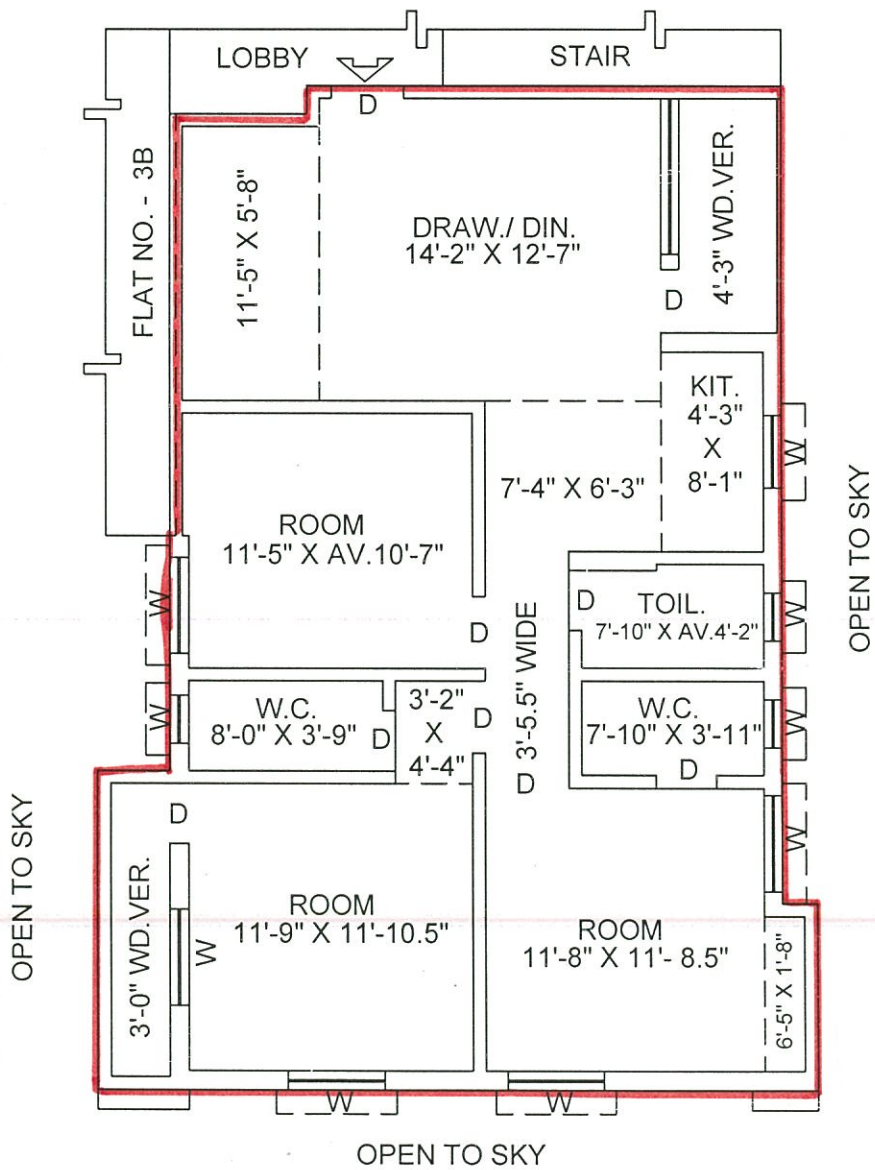
NAME OF OWNER - MRS. PREMA SHARMA

COVERED AREA OF FLAT - 1103 SFT

CARPET AREA OF FLAT - 945 SFT

AREA SHOWN BY RED BORDER.

SCALE : 1" = 8'-0"



*Devesh*  
**DEBESH CHAKRABORTY**  
*Licence Building Surveyor*  
*Howrah Municipal Corporation*  
*Licence No. - 152, Class - II*