

ORDER SHEET

WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY

Complaint No. COM-000192 of 2019

Mr. Partha Sarathi Dutta.....Complainant

AND

Swanhousing & Infra Pvt. Ltd.....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
1 ----- 16-01-2020	<p>Complainant is present filing hazira.</p> <p>Ld. Advocate Mr. S.K. Bhattacharya is also appearing for the Complainant.</p> <p>Ms. Binota Roy Ld. Advocate represented Respondent filing vakalatnama.</p> <p>Written response on affidavit filed by the Respondent is taken on record. A copy of this has already been served to the Complainant. Complainant filed written objection to replies of the Respondent on affidavit serving copy to the Ld. Advocate for Respondent at the time of hearing. This is also taken on record.</p> <p>Heard the parties.</p> <p>This is a case of the Complainant that flat measuring an area of 722 sq fit in project Swangreen of the Respondent Company was agreed to be delivered possession in terms of sale agreement signed between the parties on 23/04/2018 on payment of total consideration amount of Rs.20,53,556/- but delivery of possession has not yet been concluded for the reasons stated by the parties in their written submissions. This is admitted by parties that there is no dispute as regards the payment of consideration amount but there are disputes as regards receipt of notice of possession and draft deed of conveyance supplied by the Respondent to the Complainant. Main point of</p>	

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by me



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dispute is that the draft is having certain clauses, particularly defect clauses which are in variance to the draft under WBHIRA Act, 2017 and WBHIRA Rules, 2018 and according to the Complainant such clauses, if allowed to be added in the deed of conveyance shall prejudice and restricts his rights which are available under the provisions of section 14(5) of WBHIRA Act, 2017. Respondent while denying the allegations assured deed of conveyance will be executed in terms of provisions of sale agreement, in conformity with provisions of law.

Both Parties sought time to file their arguments and counter arguments on the written submission filed before the Authority for the purpose of determining dispute related to draft of deed of conveyance and admissibility of compensation for delay in possession due to breaches of the agreement between the parties.

I have examined the documents and find it appropriate to advise the parties to conclude delivery of physical possession of the property. The matter related to the draft of deed of conveyance and other prayers regarding cost and compensation will be decided on merits after hearing the parties on next date of hearing and draft can be finalised before signing of conveyance at the time of execution. This is made clear that this is without prejudice to rights and obligations of the parties.

Fix this matter for further hearing and orders on 24/02/2020.


(ONKAR SINGH MEENA)
Designated Authority,
Housing Industry Regulatory Authority,
West Bengal.