

Dictated
& corrected
by me



of the flat has been offered to the Complainant through several communications by e-mail through 2017 but the possession not yet concluded.

The Complainant during the hearing stated that the flat is not ready for fit in possession as per specification of clause 6.1 of the sale agreement as there are several defects which were duly communicated to the Respondent but these defects of construction and amenities in terms of specification in schedule of sale agreement are yet to be rectified by the Respondent and for these reasons that the last and final payment of 5% consideration amount which is required to be paid on or before the possession has not yet been paid by the Complainant.

After careful consideration the facts of the case and written submission of both the parties this is

Ordered,

that the Respondent shall arrange inspection of the flat by the Complainant within two weeks from date of communication of this order and thereafter, the possession be delivered on satisfaction of the Complainant as regards fit for possession in terms of clause 6.1 and specifications noted in the sale agreement within two weeks from the date of fit for possession duly certified by architecture and accepted by Complainant.

Be it noted that payment of final instalment shall be made by the Complainant immediately on acceptance of fit for possession but prior to execution of deed of conveyance.

This is an ad-interim order.

Communicated the order to both the parties for compliance.

Fix date to 06/02/2020 for final hearing and orders.


(ONKAR SINGH MEENA)

Designated Authority,
Housing Industry Regulatory Authority,
West Bengal.