

**htestates****LAW BOOK**

Sunil Tyagi

I leased out my flat in Delhi to a businessman for a period of 11 months through a registered lease deed. The tenant gave me post-dated cheques for the period. Now the tenant has gone out of Delhi and two cheques have bounced. I tried to contact the tenant, but in vain. Please advice further course of action.

– Sagar Sinha

Presuming your tenant does not come under the Delhi Rent Control Act, you may issue a written notice to the tenant for bounced cheques as well as seek termination of lease and vacation of premises on the ground of non-payment. This is, however, subject to your lease deed/agreement. If he does not pay arrears, you may file a case for cheque bouncing under the Negotiable Instruments Act and also a suit for possession of your property.

I booked a unit in a commercial complex in Delhi for setting up my company office; I have paid the 90-95% of the consideration. According to the buyers' agreement, the builder was supposed to hand over possession in March 2014. However, he hasn't handed it over till now. During the period, I am operating from a rented premises and this is additional monetary burden. What recourse do I have against the builder?

– Satvinder Singh

You can send a legal notice to the builder asking him to give you possession as

per the terms of the buyers' agreement. Further, if the agreement has a provision for payment of penalty for the delayed period you can avail that as well. If the builder does not agree, you can institute a suit in the appropriate court/forum.

I plan to purchase a fully constructed flat in a residential complex. However, before purchasing the flat I wish to verify the construction of the flat. How do you suggest I should do it?

– Meena Tyagi

When purchasing a fully constructed property, you may ask the seller to provide you sanctioned building plans, completion certificate and/or occupancy certificate of the property. Make it a point to also check whether the property has been constructed according to such sanctioned building plans. If there is any deviation from the sanctioned building plans, then the same should have been regularised by paying necessary charges if the same are within compoundable limits.

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