

Ranchi

Before Adjudicating Officer

Jhrkhand Real Estate Regulatory Authority, Ranchi

Present ----- Ranjeet Kumar Choudhary

Dated 18th day of March, 2020

Complaint Case no.- 16/2018

Usha Singh W/o Mr. Ram Kumar and Ram Kumar

S/o Late Sidheshwar Singh

Krishna Puri, Road No. 14, Chutia, Ranchi

--- Complainants

VERSUS

M/s Rebloon Impex,

Builder & Developer A partnership Firm

Partners

1 Dharmendra Kumar Dhiraj, S/o- Sri Bishwanath Kumar
Add- Flat no- 503, Jascon Plaza, 44/C, Circular Road, P.O. + P.S.-
Lalpur, Ranchi

2. Rajesh Kumar Sinha, S/o- Kameshwar Sinha

Rajbhawan, Shiv Shakti Nagar, Kishor Ganj, Harmu Road, P.S.-
Sukhdeo Nagar, Ranchi

3. Shashikant Singh, S/o- Nikhilesh Kumar Singh

501, Jascon Plaza, 44/C, Circular Road, P.O + P.S- Lalpur, Ranchi

--- Respondents

Complainant Represented through --- Self

Respondents represented through ---Sri Uttam Kumar Tibrewal,
the learned Advocate.

ORDER

1. The instant complaint has been brought by the complainants Usha Singh and Ram Kumar against the respondents Dharmendra Kumar Dhiraj, Shashi Kant Singh and Rajesh Kumar Sinha with reliefs that builders may directed to complete internal pending works of the complainant's flat and handover its possession to them within a period of one month and time line be fixed for completion of pending works of the project as per approved plan and builders be directed to adhere to the fixed timeline. It is further prayed that the builders may be directed to provide separate boring and submersible pump set to block B and also provide separate water tank and parking facilities within a period of three months.

2. As per the complaint petition, it is the case of the complainants that they had booked a 2 BHK residential flat bearing No. 704, 7th Floor in Block No. B in the project Basudev Regency at Basudev Nagar, Kantatoli, Ranchi. Allotment letter dated 07.02.2014 and agreement letter dated 07.02.2014 has been received from the respondent firm namely REBLOON Impex of which respondents are partners. The project had been approved by RRDA in the year 2005 vide B.C. Case No. 255/05 dated 31.12.2005. Construction work of the project started in the year 2006. Even after 12 long years, the project is incomplete. The price of the flat booked by the complainants is Rs. 15,91,863/- + Service Tax (applicable). They have paid Rs. 12,15,000/- to the builders and ready to pay the balance amount proportionate to the completed works of the project. Internal works of the project has not been completed. Both the bathroom's

flooring and walls as well as all the doors, sanitary fittings and other works are to be done. There are several common works which have to be done by the builders like construction of internal road, garden, street light, car parking, sewerage, drainage, boundary wall, overhead tank etc. Hence it is prayed that respondents may be directed to complete the remaining internal pending works within one month and handover its possession to the complainants within one month and also do remaining common works and provide separate boring and submersible pump in the B-Block within one month and also provide electrical cable, generator, overhead tank, water pipe line, electrical cable connection within a period of three months.

3. On being noticed, respondents appeared before this court to contest the case but no show cause was filed on their behalf. It would be pertinent to mention here that several cases were filed by the different complainants against the same respondents and as such all together 11 cases filed against the respondents were amalgamated but subsequently vide order dated 12.02.2020, this case record was separated keeping in view to disposal of the case. It would also be pertinent to point out that for the last several dates no step was being taken by the respondents and they did not argue this case

4. The point for determination arising out of this case that whether the complainants are entitled for reliefs as claimed for.?

FINDINGS

5. Complainant No. 2 Ram Kumar himself argued this case on behalf of both the complainants. He has submitted that it is an admitted fact that he had booked a flat in the project of the respondents vide Flat No. 704, 7th Floor, Block-B in the project Basudev Regency. In this regard agreement for sale was executed between the parties and allotment letter dated 07.02.2014 was issued by the respondents/builders. He has further submitted that by filing

the money receipts issued by the builders/respondents, complainants have been able to establish that they have paid Rs. 12,15,000/- to the respondents/builders against the total consideration amount of Rs. 15,91,863/- + Service Tax. He has further submitted that out of this consideration amount Rs. 85,000/- is for parking which has not been provided by the respondents/builders. He has further argued that as per Agreement Letter dated 07.02.2014, flat was to be handed over to him and his wife within two years from the date of the agreement but still builders have not done so. It is his further argument that since 2016 up to December, 2019, he has spent Rs. 3,60,000/- as house rent because he is residing in a rented house. Hence he has prayed that this case may be allowed and Respondents may be directed to complete the arrears works of the flat as well as the projects and hand over the same to the Complainants within a timeframe as mentioned in the Complaint Petition. He has submitted that he and his wife are ready to pay the arrear amount including service tax to the respondents/ builders if they complete the pending works of the project and give possession letter of the flat to them. Hence he has prayed that this case may be allowed and reliefs sought by the complainants may be given to them.

6. In this case, initially opposite parties no 1 to 3 were not appearing physically and then this court imposed Rs 25,000/- as cost upon the opposite party when analogous hearing of 11 cases were going on and then opposite parties appeared physically but they did not deposit the cost amount. After that they left taking step in this case and no argument was done on their behalf.

7. Pursued the case record. It is admitted position that complainants have booked a flat in the project of the respondents and as per allotment letter and agreement for sale, the total consideration amount is Rs. 15,91,863/- + Service Tax. This charge includes the cost of the garage but does not include generator and lift

charges. From perusal of money receipts filed by the complainant it is apparent that the complainant have made payment of Rs. 12,15,000/-. It means that a very meager amount is due upon the complainants. As per Agreement for sale, the flat was handed over to the Complainants within a period of two years from the date of the agreement i.e. 07.02.2014 but still builders have not handed over the same to them. From the materials available in case record, it can be gathered that several works have to be done by the builders. Even the parking space has not been provided to the complainants. As per the submission, the drainage and sewerage system of the project is in pathetic condition. Complainants are ready to pay the balance amount including the service charge to the respondents/builders if possession letter of flat is given to them after completing the remaining works of the project.

8. In course of hearing of this case, this fact come into light that project of the opposite parties is not registered with RERA. I find that direction has been given to the O.P/builders to do the same but they failed to do so.

Conclusion

9. In the circumstances, I come to this conclusion that respondents/builders has committed wrong by not giving possession of the flat to the complainants despite receiving major portion of consideration amount from them. I further come to this conclusion that respondents/builders are liable to provide basic amenities and facilities in the project in which the complaints has purchased the flat in which complainants have purchased a flat

10 It is hereby

ORDERED

That (a)The respondents are directed to get the project registered with JHARERA (along with late fine as applicable) within a period of one months after this order. It is further directed that the opposite party shall not sell, book, offer for sale or invite persons to purchase any flat in the project Basudeo Regency until the project is registered with JHARERA.

(b) Since same builders have already been punished to pay Rs. 5,00,000/- (Rs Five lakhs only) in terms of section 59(1) and 59(2) of the Act for continued violation of section 3 of the Act in complaint case no 22/2018 for same project, no penalty is being imposed upon them in this case.

(c) Respondents/builders directed to give possession of the flat to the complainant within two months from the date of this order after completing remaining pending work of the project. Respondents are further directed to execute sale deed of the flat in favour of the complainant after receiving balance amount from the them when the project is registered with JHARERA. As soon as the basic facilities and amenities are provided by the respondents, the complainants will pay the balance amount to them and thereafter sale deed will be executed.

(d) Opposite parties are further directed to give Rs. 30,000/- to the complainant as litigation cost.

(e) Opposite parties are further directed to give Rs. 1,00,000/- to the complainants for sitting over the consideration money of the and not completing and handing over the flat to them by way of compensation. Since, Complainants have to invest more

than Rs. 3,00,000/- as house rent since April, 2016, hence I award a compensation of Rs. 2,00,000/- to the Complainants payable by the Respondents/Builders.

(f) The cost and penalty amount will be deposited by the opposite parties within 60 days of this order failing which they will be liable to pay compound interest on these amounts @ 12 per annum till the deposit of the amount.

Dictated & Corrected
by me

Ranjeet Kumar Choudhary
Adjudicating Officer
JHARERA

Adjudicating Officer
JHARERA