

Ranchi**Before Adjudicating Officer****Jharkhand Real Estate Regulatory Authority, Jharkhand, Ranchi**

Present ----- Ranjeet Kumar Choudhary

Dated 12 day of February 2020

Complaint case no- 19/2018

Jai Prakash Barnwal, S/o- Sri Mahabir Modi R/o- Block Road,
Opposite S.B.I Jhumri Telaiya, Dist- Koderma, Jharkhand, Pin-
825409

--- Complainant

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, KishorGanj, Harmu Road, P.s-
Sukhdeonagar, 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 complainant Jai Prakash Barnwal against the respondents Dharmendra Kumar Dhiraj, Shashi kant Singh and Rajesh Kumar Sinha with reliefs that direction be given to the builders to complete the internal pending works of the flat of the complainant and hand over the same to him and do registration of the flat within a period of one month. This relief has also been sought that builders may be directed provide separate boring and submersible pump, generator, water tank, water pump and electrical wire connection etc within a period of two months. This prayer has also been made to direct the builders to provide stairs along with railing and do outer plaster and provide lift facility within three months. Prayer to direct the builders to do registration of the flat within four months has also been sought.

2. As per the complaint petition, it is the case of the complainant that complainant booked a residential flat bearing no-602, 6th floor in 'C' block in the project Basudeo Regency At Basudeo Nagar, Kanta Toli Ranchi. On 10.09.2006 vide receipt no 13 an amount of Rs 2,01,000/- was paid to the builders. Builders did not construct terrace in 3rd, 6th and 9th floor which is violation of original map. An agreement paper dated 20.05.2007 was executed for Rs 11,68,389/- for 1518 sq ft. As per demand complainant paid money to the builders through cheque /D.D but despite payment of almost full amount, the flat has not been completed even after laps of ten years. Several works of project like stair, water supply, parking, approach road, proper boring, overhead tank etc are still pending. Hence it is prayed that builders may be directed to complete the pending work in time bound program and hand over the flat to the complainant accordingly and execute sale deed of same in his

favour. It has further been prayed that other common works may also be directed to be completed within schedule time.

3. On being noticed respondents appeared before me but they did not any file show cause.

4. 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 22.01.2020, 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.

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

FINDINGS

6. Complainant Jai Prakash Barnwal himself argued this case. He has submitted that it is an admitted fact that he had booked a flat in the project of the respondents vide Flat No. C-602, in the project Basudev Regency. In this regard agreement for sale was executed between the parties on 20.05.2007. He has further submitted that by filing the money receipts issued by the builders/respondents complainant has been able to establish that he has paid Rs. 8,35,000/- to the respondents/builders against the total consideration amount of Rs. 11,68,389/-. He has further submitted that out of total consideration amount, Rs. 60,000/- is for parking which has not been provided by the respondents/builders. He has further submitted that agreement for sale was executed for an area 1518sq ft including terrace 154 sq ft but on six floor builders have not constructed terrace and as such they are not entitled to receive money against 154 sq ft area. It is not true that complainant has been given possession of the flat by the respondents/builders. He has further argued that there are several works which have to be done by the respondents/builders which includes sewerage, drainage, water

facility and parking space etc. He has submitted that complainant is ready to pay the balance amount including service tax to the respondents/ builders if they complete the pending works of the project and registration of the flat is done by the builders in favour of the complainant. Hence, he has prayed that this case may be allowed and reliefs sought by the complainant may be given to him

7. 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 and after that they left taking step in this case and no argument was done on their behalf.

8. Pursued the case record. It is admitted position that complainant has booked a flat in the project of the respondents and as per agreement for sale, the total consideration amount is Rs. 11,68,389/- + Service Tax. This charge includes the cost of the garage, generator, lift etc charges. From perusal of money receipt filed by the complainant, it is apparent that the complainant has made payment of Rs. 8,35,000/- to the builders against purchase of flat. It means that a very meager amount of Rs 3,33,389/- is due upon the complainant. Further I find that as per agreement 154 sq ft terrace has not been constructed by the builders and obviously they are not entitled to receive money against 154 sq ft area. It is true that possession of the flat has not been given to the complainant. 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 complainant. As per the submission, the drainage and sewerage system of the project is in pathetic condition. Lift facility has also not been provided in the block in which complainant has purchased a flat. Complainant is ready to pay the balance amount including the service charge to the respondents/builders if remaining work of the flat and pending work of common area is done by the builders.

9. 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

10. In the circumstances, I come to this conclusion that respondents/builders has committed wrong by not giving possession of the flat to the complainant after completing internal work and external common work 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.

11. 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 two weeks 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 complete pending internal work of the flat of the complainant within two months from the date of this order and do remaining ending work of the project within four months from this date of order. 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 complainant for sitting over the consideration money of the and not completing and handing over the flat to them by way of compensation.

(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