

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

Present ----- Ranjeet Kumar Choudhary

Dated 18.12.2019 the Day of December 2019

**Complaint case no- 22/2018**

Alka Ghosh, W/0- Sri Pardeep Kumar Ghosh

C/o Sharma Engg. Works, 26/27 Industrial, Kokar, Ranchi-834001

--- Complainant

**VERSUS**

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, Shivshaktinagar, KishorGanj, Harmu Road, P.s-  
Sukhdeonagar, Ranchi

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

501, Jascon Plaza, 44/C, Circular Road, P.o+P.s- lalpur, Ranchi

--- Respondent

Complainant Represented through --- Self

Respondent represented through ---Sri Uttam Kumar Tibrewal  
The learned Advocate.

**ORDER**

1. The instant case has been brought by the complainant Alka Ghosh u/s 31 of the Real Estate (Regulation and Development) Act 2016 against Dharmendra Kumar Dhiraj, Shashikant Singh and Rajesh Kumar Sinha who are partners of ReblonImpex with reliefs that direction may be given to the builders to complete internal pending work of the flat and hand over the same to the complainant within one month and fix time line for completion of other pending work.

2. According to complainant petition it is the case of the complainant that she booked a residential Flat bearing no-4, 2'nd floor in Block-E with booking amount Rs 49999(Cash) vide receipt no- 29 dated 24.10.2006 in the project of the O.P no 1 to 3 namely Basudev Regency at Basudev Nagar Kantatoli, Ranchi. Project was approved by RRDA in the year 2005 vide B.C no- 255/05 dated 31.12.2005. The price of the flat is Rs 1801250=00+ service tax. Complainant has already paid Rs 1655005/- to the O.P no 1 to 3/builders and she is ready to pay balance amount proportionate to the completed work. Internal work has not been completed as yet. Some of the common work like internal road, play area, car parking, sewerage, Drainage, Water harvesting etc are pending. Hence it has been prayed that direction be given to the builder to complete internal pending work and hand over the same to her within a month. Time line may be fixed for completion of pending work. Separate boring & submersible pump set may be provided in block E of the

project and other pending work should be completed within 3 months.

3. On being noticed, opposite parties appeared and filed show cause dated 16.10.2019. According to show cause the present case is not maintainable and complainant is not entitled for any relief or reliefs. Substantial amount is payable by the complainant with regard to the flat. It is further said the complainant is in illegal possession of the flat. As per agreement, complainant is required to pay RS 20,28006/- against the said flat out of which Rs 3,73,547/- is still due. She is liable to pay interest on due amount also. She is further required to pay Rs 4,80,000/- for difference area meaning 100 sq.ft. As such, complainant is required to pay Rs 8,53,547/- to the opposite parties.

4. In course of hearing, altogether 11 cases filed by different complainant against the O.Ps were amalgamated and land owner was also summoned, however land owner was not impleaded on party in this case. He attended proceeding till the conclusion of the case.

5. The point of determination is whether the complainant is entitled for reliefs as claimed for.

### **FINDINGS**

6. Complainant herself and her husband argued this case on behalf of the complainant. They have submitted that it is an admitted fact that complainant had booked a flat vide flat no-4, 2'nd floor in Block-E in the Basudev project of the opposite party and complainant has paid Rs 1655005/- towards purchase of this flat.

The flat was booked in the year 2006 and still the flat has not been handed over to her. Several works in the flat as well as project are pending. It is not true that complainant is in illegal possession of the flat. They have drawn my attention towards allotment letter (Annexure-B) which clearly says that total cost of the flat is Rs 18,01,250/- and remaining amount like amount towards garrage, generator, electrical connection charge etc has to be paid after completion of those works but these works have not been done as yet. They have further argued that total area of the flat was 1441 sq.ft. only at the time of agreement and no evidence has been brought by the opposite parties on the record that how the area of flat increased. They have further submitted that the complainant is ready to pay balance amount to the builder and she is further ready to pay other charges to the builder when work regarding to those charges is complete. Hence they have prayed that opposite parties may be directed to complete the work as flat as well as project and hand over its possession to the complainant and execute sale deed of the flat after receiving balance amount.

7. Land owner/opposite party submitted that claim of the complainant is correct and she is entitled to get relief.

8. 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.

9. Perused the case record. It is an admitted position that complainant had booked a flat in a project of the opposite parties namely Basudev Regency and as per allotment letter (Annexure-B) consideration amount of the flat was Rs 18,01,250/- out of which complainant has paid Rs 16,55,005/- as transpires from Annexure-C. This question of payment is an admitted fact Total area of the flat was 1441 sq.ft. and other charges with respect to flat was Rs 85,000/- towards cost of garrage, Rs 36000/- towards meter connection, Rs 30,000/- towards lift and Generator, Rs 43,230/- towards 6 months maintenance, Rs 25,000/- towards maintenance deposit, Rs 3,026/- towards infrastructure development and Rs 4,500/- towards legal fee. As per show cause of the opposite parties, carpet area of the flat has increased by 180 sq.ft. But no evidence has been brought on the record that carpet area of the flat of the complainant has increased by 180 sq.ft. Hence in my view complainant cannot be compelled to pay additional Rs 4,80,000/- for difference area.

10. From the evidence available on the record it can be gathered that complainant is not in possession of the flat in question.

11. It transpires from the material available on the record the opposite parties/builders have not provided amenities and facilities like Garrage, Lift, Generator in the flat of the complainant or say in the apartment in which complainant has purchased one flat.

12. I further find that provisional allotment letter of the flat was given by the opposite party/builders in the year 2007. In want of agreement for sale, it is not possible to inter that as to within which period, the builders were supposed to hand over the flat to the

complainant but one thing is clear from show cause that last payment was made the complainant on 11.12.2013. It is means that out of total consideration amount of Rs 18,01,250/-, Rs 16,05,000/- has already been paid by the complainant till 11.12.2013. It is also clear that despite payment of major amount of the flat, complainant has not been given possession of the purchased flat till today. Question of registration of flat does not arise. Complainant is ready to pay balance amount of the flat also if the builder agree to complete internal work of the flat and hand over the same to her.

13. 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**

14. In the circumstances, I come to this conclusion that opposite parties/builder have committed wrong by not giving possession of the flat to the complainant despite receipt of major portion of the consideration amount from her. I further come to this conclusion that demand of the opposite parties regarding payment of charge of additional 180 sqft is not genuine and not based on solid evidence. Further I find that opposite parties/builder have not provided basic amenities in the project in which complainant has purchased a flat and inordinate delay has been caused in handing over the flat to the complainant.

It is thereby

**ORDERED**

That (a) The opposite parties 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) On account of violation of section 3(1) of the Real Estate (Regulation and Development) Act, the builder (O.P.) shall pay a fine of Rs. 5,00,000/- (Rs Five lakhs only) in terms of section 59(1) and 59(2) for continued violation of section 3 of the Act.

(c) Opposite parties are further directed to hand over the flat in question to the complainant within two months of this order after completing remaining internal work. Thereafter they will execute a sale deed in favour of the complainant after receiving balance amount from her when the project is registered with JhaRERA. As soon as basic facilities and amenities are provided by the opposite party in proportionate remaining amount will be paid by the complainant.

(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 her by way of compensation.

(f) They are further directed to deposit Rs 25,000/- the cost amount imposed upon them during hearing.

(g) 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 @ 9% per annum till the deposit of the amount.

Dictated & Corrected  
by me

Ranjeet Kumar Choudhary  
Adjudicating Officer  
JhaRERA

Adjudicating Officer  
JhaRERA