

## Jharkhand Real Estate Regulatory Authority

### Complaint case no- 39/2018

Smt. Sangeeta Verma, W/O Shri Mukesh Kumar Verma, resident of 178 R,  
Behind Ramnagar, Jhumari Tilaiya, Koderma -----Complainant

- Versus-

M/s Vastu Constructions, 7<sup>th</sup> Floor, Hotel Shivani International,  
Main Road, Hinoo, Ranchi-834002,  
Through Partner Shri Manoj Kumar Sinha .....Respondent

Complainant represented through ----- self

Respondents represented through ----- Advocate Shri Rahul Roshan

Coram: Hon'ble Chairman ..... Shri R.S.Poddar

Hon'ble Member ..... Smt. Seema Sinha

### ORDER

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1. This petition has been filed by Smt. Sangeeta Verma (W/O Shri Mukesh Kumar Verma, Flat no. 2C, Ramnagar, Lane no. 10, Sai City, Hazaribagh – 825301) against the builder M/s Vastu Constructions. The complainant had booked a flat in October 2017, (Flat no. 5D having gross floor space of 1570 sq.ft.) on the 5<sup>th</sup> floor in the multi-storey building complex Sai City Phase –III, being developed by the respondent builder in Ramnagar, Hazaribagh. The complainant



entered into an **Agreement for Sale** with the respondent builder on 08-02-2017 for the purchase of the aforementioned flat (along with one parking space), for a consideration amount of Rs. 30,76,000/-. Against this amount of consideration, payment of Rs. 23,76,000/- has already been made to the respondent builder. As per this agreement the the flat was to be completed and possession handed over, in three years. The complainant's grievance is that possession of the flat has not been handed over and **deed of conveyance i.e. Sale Deed** has not yet been executed.

2. Notices were issued to both the parties. Both parties have appeared and have been heard. On 24-01-2019, the respondent made a commitment in this court that possession of the flat in question shall be handed over by March 2019, if payment of balance due amount along with GST and other applicable taxes is done by the complainant. However it was found that till 09-04-2019 the builder had not been able to fulfill the commitment. Some photographs were produced on 09-04-2019 which showed that parking area and common areas of the building complex were in a state of incompleteness. The lifts of the building were also in a state of non-completion. The complainant too had failed to make payment of the remaining dues. On 28<sup>th</sup> May 2019, direction was given to the complainant to make payment of entire due amount to the builder by 11-06-2019.

3. A team of the following two officers of the Authority was constituted to do a site visit and submit a status report after inspection.

- (a) Shri Neeraj Kumar Shrivastava, Assistant Engineer,
- (b) Shri Vishwa Nath Singh, Administrative Officer.

The team made a site visit of the premises of Sai City, Ramnagar, Hazaribagh on 24<sup>th</sup> June 2019 and submitted their report on 25<sup>th</sup> June 2019. It was found that Fire fighting equipment was not installed. Only one of the two lifts was installed and was found to be functioning. The builder committed that the other lift too would be installed and made functional by 20<sup>th</sup> July 2019. Rain water harvesting facility, approach road and boundary wall were not constructed. There was seepage of water in the outer walls. It was also found that proper wooden door frames (chowkhats) were not constructed; instead of wooden frames, the builder (Opposite Party) had constructed the door-frames of cement concrete. Iron grills were found fitted in the balconies of the concerned flat. By the time of site visit by the team (constituted by this Authority), the complainant did make payment of Rs. 29,76,000/- against the consideration amount of Rs. 30,76,000/- This implies that additional payment of Rs. 6,00,000/- has been made by the complainant during the course of the instant case. The complainant made a commitment of paying the remaining dues (including GST) of Rs. 2,61,125/- as soon as the flat is registered in favour of the complainant (allottee/purchaser of the flat). Following the directions given by this court on 25<sup>th</sup> June 2019 and on 11<sup>th</sup> July 2019, the flat in

September 26, 2019

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question was registered in favour of the complainant (allottee/purchaser) on 7<sup>th</sup> August 2019. Both parties have admitted it and a joint report signed by both the parties (about the sale deed having been executed in favour of the complainant), was submitted in this court on 13<sup>th</sup> August 2019.

4. Thus, with the flat in question having been registered in favour of the complainant, the main grievance of the complainant stands redressed. However, from the inspection report of the team deputed by this court, we find that there are several substantial deficiencies in the works of the project. These deficiencies, as pointed out in the foregoing paragraph, must be rectified and work of the project must be completed strictly in accordance with the sanctioned plan. Accordingly, we hereby direct the builder (Opposite Party) to rectify all the deficiencies in construction within one month and also to complete the construction of the remaining works of rain water harvesting facility, approach road and boundary wall which have come to light in the inspection report of the team deputed by this court. With this direction, we dispose this case. There will be no order as to costs.