

Ranchi

Before Adjudicating Officer

Jharkhand Real Estate Regulatory Authority, Jharkhand, Ranchi

Present ----- Ranjeet Kumar Chaudhary

Dated 14 the Day of October 2019

Complaint case no- 49/2019

Krishna hajam

Flat no-201, Jagdish Enclave, Behind Reserve ank Of India,
Exhibition Road, Patna-1

--- Complainants

VERSUS

Amit Pranay Kumar

3'rd Floor, RJ Arcade, Kutchary Road, Ranchi

--- Respondent

Complainants Represented through --- Self

Respondent represented through --- Not Presented

ORDER

- 1) The instant, Complaint has been brought by the complainant Krishna Hajam, the intending purchaser of flat in the Project "Ananya Construction" against respondent Amit Prenay Kumar, proprietor of M/S. Ananya Construction with a prayer to direct the respondent to hand over flat no. 305 in the project to him after its completion and also award him compensation for delay in handing over possession of his flat by the respondent.

- 2) According to complaint filed by the complainant, it is his case that he had entered into an agreement for sale with the respondent on 27-10-2014 for purchase of flat no.305 in the project of the respondent namely M/S. Ananya Construction. More than 90% of the consideration amount was paid to the respondent and as per agreement flat was to be handed over to the complainant within 12 months of the date of agreement but the respondent has failed to hand over the possession of the flat to him after its completion and has also failed to execute registered sale deed. Hence it has been prayed that respondent may be directed to complete the flat no. 305 of the complainant and hand over its possession to him within reasonable time and also pay suitable compensation to him for the delay caused in completion the work within time.

- 3) On being noticed, the respondent did not appear before the authority. On 10-04-2019 a letter was filed on

behalf of the respondent firm that due to ill health, he is unable to appear, but thereafter no step was taken on his behalf. Thereafter paper publication was made seeking appearance of the respondent and again he did not appear. Hence vide the order dt. 09-07-2019 the case was ordered to be heard exparte against him.

4) The question arises out of this case for determination is whether the complainant is entitled to get reliefs as prayed for.

FINDINGS

5) Perused the case record of the documents filed by complainants. From perusal of the agreement for sale executed between the parties on 29 Oct'14, it appears that on the aforesaid date complainants and the respondents had entered into an agreement for sale of a flat in the project of the respondent namely Ananya Construction on payment of consideration amount of Rs. 34 Lakhs and the respondent was supposed to give possession of the flat to the complainant within 12 months from the date of sanction of the plan by the Ranchi Municipal Corporation.

6) From perusal of this agreement it further transpires that at the time of execution of this agreement Rs. Four Lakhs and one thousand was paid by the complainant to the Builder. From perusal of the Bank Statement issued by State Bank of India, it appears that on 27 January' 2015 Rs. 22 Lakhs 50 thousand was credited in the account of Ananya Construction

from Bank Account of complainant. It further transpires that on 22 April' 2015 Rs. 4 Lakhs 50 thousand amount was credited in the account of Ananya from the Bank Account of the complainant. It means that Rs.31 Lakhs 1 thousand has already been paid by the complainant to the respondent out of Rs. 34 Lakhs which was consideration amount fixed for the purchase of flat as per agreement for sale dt.27 Oct' 2014.

7) As stated above within 12 months from the date of sanctioned of the plan by Ranchi Municipal Corporation. Flat was to handed over to the complainant. The plan of the Project has approved on 30 August' 2012 by the Ranchi Municipal Corporation as transpires from perusal of approved has been of the project. Admittedly work of the flat of the complaint has not been completed as yet by the respondent. Obviously the possession of the flat has not been given to the complainant and naturely the sale deed with respect to the flat has not been executed by the respondent.

8) It is apparent from perusal of the case record that project of the respondent has not been registered under section 3(i) of the Real Estate (Regulation and Development) Act. It is mandatory requirement for all going project to be registered with Real Estate Regulatory Authority which had not been completed on the dated of commencement of the State Act. This Act come into force with effect from 1st May 2016. In Jharkhand, the Jharkhand Real Estate (Regulation and Development) rules were notified on 18 may' 2017 and notice was published on 27 July' 2017 in all News Papers directing Developers/Promoters and Builders of all of going projects

to register their project with Jharkhand Real Estate Regulatory Authority within a period of 3 months. In spite of general notice issued through News Papers, respondent has failed to get his project registered with JHARERA. Thus the respondent has violated mandatory provisions of Section 3(i) of the Act and hence is liable for punishment under Section 59(i) and 59(ii) of the Act.

9) Further I find that respondent has failed to complete this Project and has not given possession of the flat to the complainant. Hence respondent is guilty of violating section 18(i) of the Act also.

10) As mentioned above the respondent has full knowledge of the present case against him as on one occasion a petition was filed on his behalf stating his inability to appear before this Authority due to illness. Despite that the respondent did not contest this case and did not rebut the claim of the complainant. His this conduct clearly states that deliberately he has not completed the project and deliberately he has not given possession of the flat to the complainant as per agreement.

11) In the circumstances I come to the conclusion that case filed by the complainant succeed. It is hereby :-

ORDERED

That respondent Builder shall pay a fine of Rs. 2 Lakhs in terms of section 59(i) and 59(ii) for violating the section 3 of the Act.

12) Respondent Builder is directed to register his project with JHARERA within a period of one month from the date of this order.

13) Respondent is further directed to complete the work of the Project of the complainant and hand over its physical possession of his flat to him within a period of three months from the date of this order.

14) The respondent is further directed to give the bank interest @ 9% per annum to the complainant on the Amount which he has received from him towards advance consideration amount of the flat from the November 2015 till the handing over the flat to him.

Let a copy of this order is being sent to respondent through registered post for compliance of the order passed by the Court.

Ranjeet Kumar Chaudhary
14-10-19

Ranjeet Kumar Chaudhary
Adjudicating Officer
JHARERA

Dictated & Corrected
by me

[Signature]
14.10.19
Adjudicating Officer
JHARERA