

New Issues Pertaining to Sale & Purchase of Houses♦

Today the 27/11/2017, participants of the Committee for the formulation of proposals agreed upon the following in their session;

1. It is Jayez- permissible for the dweller of the hut to accept the offering on his file from the builder or any other person if the same is not against the law.
2. It is permissible for the owner of the hut to sell the house after construction before the numbers are allotted if this does not lead to litigation.
3. If the house is built and the possession is also taken but the law forbids its sale then the sale and purchase of this house is not permitted. However if the sale or purchase deed has been executed then the sale shall be considered valid.
4. It is Najayez-not permissible for the builder to sell files of fake huts and even the purchase of such is not permissible.
5. The houses allotted at subsidised rates by the government should not be sold off and one has to abide by the law but if however it has been sol the sale deed shall be valid.
6. In the case of failing to meet with the standards fixed and faking papers for the house or conniving with the government officials by bribing them for purchase of the house is not a fair practice.
7. Purchasing houses by faking papers to show a disability by a normal person is not permissible. Neither is it permissible for the disabled to forgo of his property by selling it or receiving any amounts that of.
8. It is permissible for commission agents to demand an agreed upon amount for processing paperwork within the limits set by Shariah.
9. It is permissible to renovate the building and therefore it is permissible for the buyer and seller to do the same as per the map or layout of the flat.
10. It is not permitted for the buyer of the house to sell the house before taking possession of the house.
11. It is fair to put up a condition that if the builder does not deliver the completed house at the appointed time the buyer has to be compensated financially in lieu to proportionate to the loss due to the delay.
12. To safeguard the loss to the investors against any delays due to unfair reasons in completion of the projects, it is fair to agree to compensation accordingly on daily basis right at the time of the agreement.
13. It is not right for the builder to take the house on rent till the house is completed with the amenities proposed. However it is right to agree to a proportionate financial loss right at the time of the agreement.

If the condition is not laid down at the beginning of the contract it is permissible to mutually agree to a fair compensation.

14. If an agent or any other person buys the house and resales and registers it directly to someone else without getting it registered in his own name first, it is permissible.

NOTE regarding difference of opinion;

Proposal number 1;

It would be right to sell or purchase the file so long as the hut exists at its place but if the hut has been razed by the builder the it is not right to buy the file (Mufti Junaid Muhammad Palanpuri).

Proposal number 10;

It is right to sell the property before taking possession that of (Maulana Muhammad Rajeeb, Kerala).