

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. Case of complainant is that he had purchased a flat bearing no. T-14/MANNAT/1002 in the year 2013 in the project namely Royal Heritage, Sector-70, Faridabad developed by the respondent. Said flat was initially booked by Ms. Parul Malik and Satbir Singh on 01.07.2013 but later on he bought it with approval from the respondent/promoter. Complainant had paid an amount of ₹43,82,088/- till November 2014 which is an amount of ninety five percent of the total sale consideration. Flat buyer agreement was executed between both the parties on 01.07.2013. As per terms of agreement, possession of the flat was to be handed over up to 31.12.2016. Grievance of the complainant is that respondent had offered possession to him on 27.06.2018 along with a demand letter for outstanding payments. But said letter was never received by the complainant. He came to know about the same when a reminder dated 05.09.2018 for a payment of ₹4,00,630/- was received to him. Complainant stated that due to certain deficiencies in his flat and illegal demand raised by the respondent, he did not take over possession. He further stated that respondent is failed to hand over possession of the flat till date. Thus, he prayed for having possession of his booked flat which should be complete in all aspects along with delay interest.

2. On the other hand, respondent in his written statement has not disputed the payment made by the complainant. He further submitted that final



demand was raised by the respondent as per terms of the flat buyer agreement dated 01.07.2013. Therefore, complainant is duty bound to pay the same. He further denied that there were deficiencies in flat of the complainant. In support of this contention, he stated that more than 300 families are residing there and more than 700 conveyance deeds are executed in favour of allottees. Respondent had delivered physical possession of the flat but complainant was refusing to take over possession.

3. Authority observes that this matter has been heard several times earlier and various observations have been made from time to time. All issues and controversies alleged by the complainant have been resolved vide order dated 22.09.2020. Therefore, this order may be read in conjuncture with order dated 22.09.2020.

4. Today, complainant has again raised grievance regarding delay interest for the period of delay in handing over possession i.e. from December 2016 up to June 2018. It is observed that the complainant had made all due payments till November 2014 and as per terms of the Flat Buyer agreement, respondent was obliged to hand over possession of the flat by December 2016. Possession of the flat was offered in June 2018. Whereas respondent in his statement has shown an amount of ₹5,30,253/- as delay interest for the period from 30.08.2013 up to 30.06.2018. Complainant is agreed to accept the same as delay interest. So, the respondent is directed to pay delay interest of

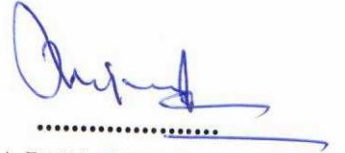
₹5,30,253/- to the complainant within 45 days from the date of passing of this order.

5. Other grievance of the complainant is regarding increased super area charges. Complainant disputed that respondent has charged 354.79 sq. ft of excess super area in the basic sale price of the flat. It is further stated that respondent has displayed carpet area of 1262.25 sq. ft with super area of 1485 sq. ft on the website of the project but respondent has shown carpet area of 904.17 sq. ft before this Authority. He therefore prayed that excess amount charged for 354.79 sq. ft should be refunded to him. While perusal copy of agreement dated 01.07.2013 executed between both the parties, it is revealed that respondent has allotted flat to the complainant having super area of 1485 sq. ft and in his statement of account, he has charged for the same. Authority observes that there is no differentiation in admeasuring super area. Therefore, request of the complainant for refund of excess amount is not accepted.

6. Case is disposed of with a direction to the respondent to hand over possession of the flat to the complainant along with delay compensation of ₹5,30,253/-. Respondent shall comply with the above order within 45 days from the date of uploading of this order.

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7. **Disposed of.** File be consigned to record room after uploading of this order on website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]

