



**ORDER (RAJAN GUPTA-CHAIRMAN)**

The case of the complainant is that he had booked a flat in the year 2012 in the project namely "Royal Heritage", Sector-70, Faridabad being developed by the respondent company. Flat bearing no.803 in Tower 20 was allotted to the complainant on 11.05.2012. Total sale consideration of the flat was ₹31,29,215/- against which the complainant has paid ₹32,45,641/-. Flat buyer agreement (FBA) was executed between both the parties on 18.07.2012. as per terms and conditions of FBA, the respondent was under obligation to hand over possession of the flat by 18.01.2016 i.e. within 42 months from the date of execution of FBA, but the respondent has failed to offer possession of the flat in time. Complainant is waiting for possession of his flat for the last five years i.e. from date of execution of the agreement. The complainant has now prayed for possession of the flat along with delay interest for the period of delay in handing over possession.

2. Respondent has filed written statement taking preliminary objections that the present complaint is not maintainable under the provisions of the RERA Act, 2016 as the flat buyer agreement was executed between both the parties on 18.07.2012 i.e. before coming into force of RERA Act. Respondent has not disputed booking of the flat in the name of the complainant. Respondent states that payment of ₹31,52,631/- has been made by the complainant not ₹32,45,641/-. It has further been argued by learned





counsel for respondent that as per terms and conditions of builder buyer agreement, the complainant had delayed in payments of several instalments which caused delay in completion of the project. Respondent has already delivered physical possession of flats in 14 Towers and construction of the Tower in question is also complete. The respondent had already applied for grant of occupation certificate of the Tower in question on 06.09.2018, as a proof of which he placed a copy of application dated 06.09.2018 filed in Town and Country Planning Department as Annexure R4. Due to pendency of occupation certificate with the competent authority, the possession of the flat of the complainant is being delayed.

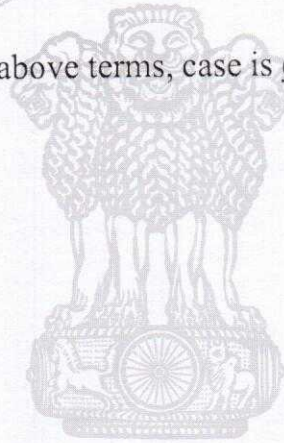
3. This is 12<sup>th</sup> hearing of the complaint. During earlier hearing, the complainant had argued that offer of possession was made by the respondent on 18.08.2020 along with additional demand of ₹4,65,402/-. Complainant has objected that respondent has not shown amount for delay interest payable to him in handing over possession of the flat. The respondent was therefore directed to revise statement of account regarding receivable and payable amounts. Respondent in compliance of the orders of the Authority, has now filed revised statement of account on 31.12.2020. The same is taken on record and copy is supplied to the complainant. The revised statement of account has been discussed in detail.

4. Arguments put forth by both ld. counsels for the parties have been carefully heard. The complainant has not disputed the statement of



account filed by the respondent. Respondent has shown an amount of ₹2,44,070/- payable by the complainant and an amount of ₹12,27,643/- payable by the respondent to the complainant. After adjusting an amount of ₹2,44,070/-, an amount of ₹9,83,573/- is payable to the complainant by the respondent. The Authority after consideration of the matter orders that respondent shall hand possession of the flat complete in all aspects to the complainant within 45 days from passing of this order. The respondent is also directed to pay outstanding amount of ₹9,83,573/- to the complainant along with offer of possession.

5. In view of above terms, case is **disposed of** and file be consigned to record room.



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RAJAN GUPTA  
[CHAIRMAN]

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ANIL KUMAR PANWAR  
[MEMBER]

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DILBAG SINGH SIHAG  
[MEMBER]