

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	382 of 2024	
Date of filing.:	13.03.2024	
First date of hearing.:	30.07.2024	
Date of decision.:	16.09.2025	

Kamla Devi R/o H. No.10, Type 3rd, Officers Colony, Sector 15 A, Faridabad 121007.COMPLAINANT

VERSUS

BPTP LTD.
BPTP Capital City, 6th Floor,
Plot No. 2B, Sector 94,
Noida, Uttar Pradesh - 201301.

...RESPONDENT

Present: -

Mr. Narender Yadav, Counsel for Complainant

(through VC)

Mr. Tejeshwer Singh, Counsel for respondent

(through VC)

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

 Present complaint dated 13.03.2024 has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short

Page 1 of 22

& ather

Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details	
1.	Name of the project.	Parklands, Sector 78, Faridabad	
2.	Nature of the project.	Residential	
3.	RERA Registered/not registered	Not Registered	
4.	Details of the unit.	Pf-07	
5.	Date of allotment	04.06.2007	
6.	Date of Plot buyer agreement	07.03.2019	
7.	Possession clause in plot buyer agreement (Clause 3.1)	3.1 That subject to, Force Majeure circumstances; intervention of statutory authorities and Purchase(s) having timely complied with all its obligations, formalities or documents	

Page 2 of 22

Lature

	sta	prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of installments of the Total Sale Consideration as per the Payment Plan opted, other charges and stamp duty & registration charges, the Seller/Confirming Party shall offer the possession of the Plot to the Purchaser(s) within a period of 24 months from the date of execution of this agreement. The Seller/Confirming Party shall be additionally entitled to a Grace Period of 180 days ("Grace Period") after the expiry of the Commitment Period for making offer of possession of the Plot	
8.	Due date of possession	07.03.2021	
9.	Total sale consideration	₹ 19,47,000/-	
10.	Amount paid by complainant	₹ 23,26,625/-	
11.	Offer of possession.	None	

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of the complaint are that a plot had been booked in the project of the respondent namely "Parklands" situated at Sector 78, Faridabad, Haryana had been booked by original allottees, Mr. Sunita Virmani and Mr Sandeep Virmani on 05.04.2006. Vide allotment letter dated 04.06.2007, the original allottees were allotted plot bearing No. G12-27 in the said project. Thereafter, a plot

Page 3 of 22

buyer agreement was executed between the original allottees and the respondent qua the said unit on 11.12.2007.

- 4. However, vide allotment letter dated 15.05.2008, the respondent changed the allotment of the original allottees from plot no. G12-27 to LM8-04 as there were some changes in the layout plan and the originally allotted plot no. G12-27 was unavailable.
- Thereafter the original allottees continued making payments in lieu of the plot bearing no. LM8-04. However, the respondent failed to deliver possession of the plot bearing No. LM8-04.
- 6. Thereafter, after a lapse of more than 10 years, the original allottees and the respondent again executed a plot buyer agreement dated 07.03.2019, qua plot bearing No. PF-07. It is noteworthy to mention that in the complaint file it has been alleged by the complainant that the plot buyer agreement qua plot no. PF-07 was originally attested on 05.06.2013 but the respondent fraudulently entered the date of execution as 07.03.2019.
- 7. It is submitted that the original allottees being unable to continue with the project, entered into an agreement to sell qua the plot bearing no. PF-07 with the present complainant. The respondent transferred and endorsed the unit in the name of the complainant on 13.03.2019. The total sale price of the unit was fixed at ₹ 19,47,000/- against which the complainant has paid a total amount of ₹ 23,26,625/- till date.

Page 4 of 22

- 8. As per Clause 3.1 of the plot buyer agreement respondent was supposed to hand over the possession of the unit within 24 months from the date of execution of the agreement. Said period expired on 07.03.2021. Further, the respondent was allowed a period of 180 days for making an offer of possession of the unit. However, the respondent failed to deliver possession of the booked unit within the stipulated period of time.
- 9. That the complainant has invested her hard-earned money in booking of the unit in the project in question on the basis of false promises made by the respondent. However, the respondent has failed to abide by all the obligations stated orally and under the builder buyer agreement.
- 10.Hence, the complainant has filed the present complaint seeking possession of the plot bearing no. PF-07 along with interest for the delay caused in delivery of possession in terms of RERA Act, 2016 and Rules made thereinunder.

C. RELIEF SOUGHT

- 11.In view of the facts mentioned above, the complainant prays for the following reliefs):-
 - To direct respondents to pay delayed possession charges from due date
 of delivery of possession from 05.06.2015 till date of lawful offer of
 possession along with occupation certificate in respect of booked unit.

of while

OR

Page 5 of 22

- ii. To direct respondents to pay delayed possession charges from due date of delivery of possession from 07.03.2021 till date of lawful offer of possession along with occupation certificate in respect of booked unit.
- iii. To direct respondents to handover the physical possession with the amenities as promised, of the plot bearing no. PF-07 and execute the conveyance deed of the above mentioned unit in favour of the complainant under Section 14(1), 17(1) and 18 (1) of the Real Estate (Regulation and Development) Act, 2016
- iv. Any other relief which this Hon'ble Authority deems fit and proper.
- 12. During the course of arguments, learned counsel for the complainant submitted that the complainant in this case is a subsequent allottee who stepped into the shoes of the original allottee in the year 2019 after passing of the due date of possession and coming of the RERA Act 2016. He prayed that respondent be directed to handover physical possession of the plot in question with the amenities as promised alongwith admissible delay interest and execute the conveyance deed in favour of the complainant.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

Learned counsel for the respondents filed detailed reply on 02.12.2024 pleading therein:

13. The original allottee expressed his interest and willingness to purchase a unit in the project of the respondent known under the name and style of "Parklands"

Latine

Page 6 of 22

being developed at Sector-78, Faridabad. Accordingly, an application booking form was executed by the original allottees. Consequently, the unit, a plot bearing no. PF-07, Block PE, admeasuring 236 sq. yds was allotted on the basis of the tentative layout plan. That for reasons best known to the erstwhile owners, they had caused a delay in the execution of the buyer's agreement. That the original allottees mutually and willingly entered into a plot buyer agreement on 07.03.2019.

- 14.In the year 2019, the original allottees and the complainant requested the respondent to endorse the unit in favour of the complainant on 13.03.2019. That the unit was endorsed in favour of the complainant, thus, all rights and obligations between the parties come in effect from the date of nomination of the complainant.
- 15. It is submitted that the complainant being a subsequent buyer, has no right to seek delay possession charges. At the time of nomination of the complainant, the project was already delayed due to reasons beyond the control of the company. That having knowledge of the existing delay, due to circumstances beyond the control of the respondent, the complainant willingly and voluntarily entered into the agreement for sale and the transfer documents thereof leading to their nomination. The Complainant cannot be allowed to reap benefits by extracting monies from the respondent and forgoing their complete satisfaction against the Unit. Hence, the complaint is liable to be dismissed with costs against the complainant. Further, since the subsequent allottee entered into an

Page 7 of 22

Latie

agreement for sale with the erstwhile allottees without making the Respondent builder a confirming party and since the nomination was made after the offer of possession was already made to the erstwhile allottee, there is no delay that the Complainants had suffered. That reliance is placed to Supreme Court's pronouncement: Laureate Buildwell Pvt. Ltd vs. Charanjeet Singh 2021 SCC OnLine SC 479, where it was noted that relief to subsequent allottee has to be fact-dependent:

> " 31.. The nature and extent of relief, to which a subsequent purchaser can be entitled to, would be fact dependent 3 Further, the purchaser agrees to buy the flat with a reasonable expectation that delivery of possession would be in accordance within the bounds of the delayed timeline that he has knowledge of, at the time of purchase of the flat."

16.As per agreement, the possession was proposed to be handed over within a period of 24 months from the date of execution of the agreement along with a grace period of 180 days. At this stage, it is submitted that the benefit of grace has to be given as has also been considered by the Ld. Tribunal, Chandigarh in the case titled as Emaar MGF Land Ltd. vs Laddi Praramjit Singh Appeal no. 122 of 2022 that if the grace period is mentioned in the clause, the benefit of the same is allowed. Further the due date was also subject to the incidence of force majeure circumstances and the timely payment by the complainant.

Page 8 of 22

That the construction of the unit was deeply affected by such circumstances, the benefit of which is bound to be given to the respondent in accordance with clause 3.1 and clause 10 of the agreement.

17. That in the year 2012, on the directions of the Hon'ble Supreme Court of India, the mining activities of minor minerals (which includes sand) was regulated. Reference in this regard may be taken from the judgment of Deepak Kumar v. State of Harvana, (2012) 4 SCC 629, where the competent authorities took substantial time in framing the rules in case where the process of the availability of building materials including sand which was an important raw material for the development of the said project became scarce. The Respondents was faced with certain other force majeure events including but not limited to nonavailability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. It is pertinent to state that the National Green Tribunal in several cases related to Punjab and Haryana had stayed mining operations including in O.A No. 171/2013, wherein vide Order dated 02.11.2015, mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna river bed. These orders in fact interalia continued till the year 2018. Roduce

Page 9 of 22

Additionally, the construction of the project was marred by the Covid-19 pandemic, whereby, the Government of India imposed an initial country-wide lockdown on 24/04/2020 which was then partially lifted by the Government on 31/05/2020. Thereafter, a series of lockdowns have been faced by the citizens of India including the complainant and respondents herein. Further, during the period from 12.04.2021 to 24.07.2021, each and every activity including construction activity was banned in the State.

- 18. That in addition to the above, the construction was also affected by the act of non-receipt of timely payment of instalment against the booked floor by the complainant. Despite issuing several demand/reminder letters, the complainant failed to adhere to the agreed payment plan. That the respondent received the approval for demarcation/zoning plan on 29.03.2012. It is further submitted that the complainants' right in such circumstance is limited to seeking refund. That the clause 13.3 of the agreement states that in case the promoter is unable to deliver the plot to the allottee due to any reason, the allottee shall be refunded their money without any interest or compensation. That the complainant in the present case seeks the handover of possession, which cannot be given in the absence of completion certificate.
- 19. During the course of arguments, learned counsel for the respondent reiterated the submissions as made in the reply file.

Laure

E. ISSUES FOR ADJUDICATION

20. Whether the complainant is entitled to possession of the booked unit along with delay interest in terms of Section 18 of Act of 2016?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

21. As per facts and circumstances, the original allottees namely Mr. Sunita Virmani and Mr Sandeep Virmani had approached the respondent for booking of a plot in the project of the respondent namely "Parklands" situated at Sector 78, Faridabad, Haryana in the year 2006. Vide allotment letter dated 04.06.2007, the original allottees were allotted plot bearing No. G12-27 in the said project. Thereafter, the allotment of the original allottees was shifted from G12-27 to LM8-04 as there were some changes in the layout plan and the originally allotted plot no. G12-27 was unavailable. However, after a gap of nearly 10 years, on 07.03.2019, the original allottees and the respondent executed a fresh plot buyer agreement qua plot bearing no. PF-07 in the project in question. Subsequent to this, the original allottees, being unable to continue with the project, sold the booking rights qua the plot no. PF-07 to the present complainant. As per Clause 3.1 of the plot buyer agreement respondent was supposed to hand over the possession of the unit within 24 months from the date of execution of the agreement. Said period expired on 07.03.2021. Further, the respondent was allowed a period of 180 days for making an offer of possession of the unit. It is the submission of the complainant that the



Johnse

respondent has failed to complete the construction of the project and deliver possession of the booked plot. Therefore, the complainant has filed the present complaint seeking possession of the booked unit along with delay interest.

- 22. As per clause 3.1 of the builder buyer agreement dated 07.03.2019, possession of the unit was to be delivered within a period of 24 months from the date of execution of the agreement i.e by 07.03.2021. The agreement further provides that the promoter shall be entitled to a grace period of 180 days after expiry of the said 24 months for making an offer of possession of the unit. As per facts, the respondent has failed to complete the construction of the unit within stipulated time period and make an offer of possession to the complainant within the grace period. It is the respondent who has failed to fulfill its obligation. As per the settled principle no one can be allowed to take advantage of its own wrong. Accordingly, this grace period of 180 days cannot be allowed to the promoter. Thus the deemed date of possession works out to 07.03.2021.
- 23. The respondent has averred that the delay in delivery of possession has been due to force majeure conditions. Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondents have attributed this delay in construction of the project due to disruption in construction activity due to regulation of mining activities of minor minerals as per directions of Hon'ble Supreme Court, non-availability of

Page 12 of 22

Lother

raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal and stay on mining activities by National Green Tribunal in several cases related to Punjab and Haryana. However, respondents have failed to attach copies of the respective orders banning/ prohibiting the construction activities. Respondent has failed to adequately prove the extent to which the construction of the project in question got affected. Furthermore, respondent has submitted that the construction of the project got severely affected due to COVID-19 outbreak. It is observed that the Covid-19 pandemic hit construction activities post 22.03.2020 i.e after the proposed deemed date of possession, therefore, as far as delay in construction due to outbreak of Covid-19 is concerned, respondents cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020 dated 29.05.2020 has observed that:

"69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March, 2020 in India. The contractor was in breach since september, 2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

Page 13 of 22

The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September, 2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself"

24. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainants by 07.03.2021. However, respondents failed to complete construction of the project and deliver possession within stipulated time. It has been submitted by the respondent that the respondent is unable to deliver the plot in question to the complainant. Therefore, the case of the complainant is limited to refund. In this regard it is observed that the respondent in this case has retained a huge amount of ₹ 23,26,625/- from the original allottees/complainant since 2009 in lieu of a plot in the project being developed by the respondent. Now after a lapse of more than 17 years from the date of booking the respondent cannot be allowed to renege from its obligation towards the complainant of delivery of possession of the booked plot. Respondent has failed to apprise of any substantial reason as to why the respondent is unable to deliver possession of the booked plot to the complainant. Mere submissions of the respondent without documentary proof do not hold weight. Fact of the matter is that the respondent has failed to apprise the current status of the plot in question. As

Page 14 of 22

per available documents the plot bearing no. PF-07 still stands in the name of the complainant. Further the respondent is still retaining the huge amount of ₹ 23,26,625/- paid by the complainant towards the said plot. In case the respondent was unable to deliver the possession of the plot to the complainant then the respondent should have immediately cancelled the allotment of the complainant and returned the amount paid in lieu of the plot in question along with interest. However, the respondent illegally retained the entire amount paid by the complainant, thus enjoying wrongful gains and causing wrongful loss to the complainant. Further there is no document placed on record by the respondent to show that the respondent had communicated the fact with regard to unavailability of the plot to the complainant.

25.In nutshell, as per plot buyer agreement dated 07.03.2019, possession of the unit in question should have been delivered by 07.03.2021. However, respondent failed to deliver possession of the unit within stipulated time. Even at present respondent has not issued an offer of possession to the complainant qua the booked plot. Admittedly there has been an inordinate delay in delivery of possession but the complainant wishes to continue with the project and take possession. In these circumstances, provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the booked unit, the complainant is also entitled to receive interest from the respondent on account of delay caused in delivery of

Page 15 of 22

possession for the entire period of delay till a valid offer of possession is issued to the complainant. In this regard, the respondent has contended that since the complainant in this case is a subsequent allottee, therefore, the period of delivery of possession should be reckoned from the date of nomination i.e 13.03.2019 as also the start of period for which the delay interest is admissible to her.

26. As per facts, the rights qua the unit in question originated from the rights adorned by original allottees which were later transferred to the complainant when she stepped into the shoes of the original allottee on 13.03.2019. No fresh agreement was executed between the complainant and the respondent. The unit was endorsed in the name of the complainant after coming into force of the RERA Act of 2016. The Act does not differentiate between the original allottee and the subsequent allottee once the unit, plot, apartment or building, as the case may be, has been re-allotted in the name of the subsequent purchaser by the promoter. The subsequent allottee, the complainant in this case, enters into the shoes of the original allottee for all intents and purposes and shall be bound by all the terms and conditions contained in the builder buyer's agreement including the rights and liabilities of the original allottee. The endorsement was made in the name of the complainant when the Act became applicable. Thus, the statutory right under section 18(1) of Act, 2016 had already occurred in his favour. In present case, the due date for possession as per the agreement remains unchanged and the respondent is liable for the consequences and

Page 16 of 22

obligations arising out of failure in handing over possession by the due date as committed in the builder buyer's agreement and is liable for the delayed possession charges as provided in proviso to section 18(1) of the Act.

The respondent has placed reliance on the judgement of the Hon'ble Supreme Court titled as "M/s Laureate Buildwell Pvt Ltd vs Charanjeet Singh" in which it is observed that the subsequent allottee who stepped into the shoes of original allottee is already aware of the delay caused in delivery of possession. Authority observes that the findings made by the Hon'ble Supreme Court in the Laureate judgement are applicable in cases where the builder buyer agreement was a pre-RERA contract and the subsequent allottee stepped into the shoe of the original allottee after the deemed date of possession but before RERA Act 2016 coming and as such the statutory right to seek delayed possession interest had not accrued in favour of the original allottee. The plea of the respondent does not hold weight in present complaint since the unit has been transferred in the name of the complainant after coming into force of the RERA Act. Though the complainant was well aware about the delay that has been caused in the delivery of the project and did not suffer for that period. However, the complainant was also well aware of the rights bestowed upon her as per Section 18 of the RERA Act 2016 which allowed her the same rights as that of the original allottee in terms of the agreement and payment of delayed possession charges. When the respondent transferred the unit in the name of the Roture

Page 17 of 22

the RERA Act and the consonance between the term allottee and subsequent allottee. Therefore, the case cited by respondent titled as "M/s Laurate Buildwell Pvt Ltd vs Charanjeet Singh" is not applicable to present case. Respondent cannot shy away from performing its obligations as per the terms of the agreement and the provisions of the RERA ACT 2016. Complainant is rightly entitled to seek delay possession interest from the due date of possession i.e 07.03.2021. Therefore, the Authority is of the view that the delayed possession charges shall be granted w.e.f. due date of handing over possession as per the builder buyer's agreement i.e., 07.03.2021 till the date of valid offer of possession is issued to the complainant. The definition of term interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Page 18 of 22

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

"Rule 15: "Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of india highest marginal cost of lending rate +2%:

Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public"

- 27.Hence, Authority directs the respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.85% (8.85% + 2.00%) from from the due date of possession till the date of a valid offer of possession.
 - 28. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of offer of possession as mentioned in the table below:

Rature

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till date of order i.e 16.09.2025 (in ₹)
1.	23,26,625/-	07.03.2021	11,44,620/-
Total:	23,26,625/-		11,44,620/-
Monthly Interest:	23,26,625/-		20,748/-

- 29. Further, with regard to the issue of execution of conveyance deed, Authority is of the considered view that there is no impediment on execution of conveyance deed in favour of an allottee once an allottee has paid the total sale consideration in respect of the booked unit and is ready/willing to take possession of the same. After this stage, execution of conveyance deed is nothing but updating of records in respect of transfer of property. Thus, the respondent-promoter is obligated/duty bound under Section 17 of the RERA Act, 2016 to execute a registered conveyance deed in favour of the complainant-allottee after handing over of possession.
- 30. In the captioned complaint, the complainant has contended that the plot buyer agreement executed between the parties for plot no. PF-07, was forged by the respondent as dated 07.03.2019 whereas it is attested on 05.06.2013. In this regard it is observed that the complainant has failed to place on record any document to substantiate her claim with regard to the date of execution of the agreement. For reasons best known the original allottees had executed a fresh

Page 20 of 22

agreement with the respondent. There is no document to show that the original allottees had any objection to the said date/agreement. When the complainant stepped into the shoes of the original allottees, the complainant became aware of the said document but there is no objection on the part of complainant as well. Thus, the contention of the complainant with regard to the date of execution of the agreement is not accepted. The date of execution of the plot buyer agreement for the purpose of adjudication is taken as 07.03.2021.

G. DIRECTIONS OF THE AUTHORITY

- 31. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:
 - i. Respondent is directed to pay upfront delay interest of ₹ 11,44,620/- (till date of order i.e. 16.09.2025) to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order and further monthly interest @ ₹20,748/- till a valid offer of possession is issued to the complainant.
 - ii. The respondent shall issue a valid offer of possession along with statement of account to the complainant within one month of receipt of part completion/completion certificate for the plot bearing no. PF-07. Complainant shall make payment of balance sale consideration/stamp

Page 21 of 22



duty charges, if any, and accept the physical possession of the plot within 15 days of offer of possession. The respondent shall not charge anything from the complainant which is not part of the agreement to sell.

iii. Respondent is directed to get the conveyance deed registered within 15 days of the complainant's accepting the possession of the plot in question.

<u>Disposed of</u>. File be consigned to record room after uploading on the website of the Authority.

DR. GEETA RATHEE SINGH [MEMBER]