



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2703 of 2023
Date of filing.:	18.12.2023
Date of first hearing.:	23.01.2024
Date of decision.:	02.07.2026

Shirish Kumar Pandey
H No. 620, Near Shiv Mandir,
Sector - 30, Amarnagar Faridabad

....COMPLAINANT

VERSUS

1. BPTP Parklands Pride Ltd.
Regd Office: M-11, Middle Circus,
Connaught Circus, New Delhi-110001

....RESPONDENTS

2. Ms Moon Light Buildmart Private Limited
Regd Office: OT 30, 3rd Floor, Next Door Parklands,
Sector 76, Parklands Haryana 121004

3. Ms Delhi Strong Build Infrastructure Pvt Ltd.
Regd Office: OT-30, 3rd Floor, Next Door,
Parklands, Sector-76, Faridabad-121004

4. Ms Glaze Buildcon Pvt Ltd.
Regd Office: OT-30, 3rd Floor, Next Door,
Parklands, Sector-76, Faridabad-121004

CORAM: Parneet S. Sachdev

Chairman

Nadim Akhtar

Member

Dr. Geeta Rathee Singh**Member****Chander Shekhar****Member**

Present: - Mr. Narender Yadav, Counsel for the complainant through VC.
Mr. Tejeshwar Singh, Counsel for the respondent through VC.

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Captioned complaint has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short 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 fulfill 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, the details of sale consideration, the 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.	Parkland Pride, Sector -77 & 78, Faridabad
2.	Nature of the project.	Residential



4.	RERA Registered/not registered	Not Registered
5.	Details of unit.	Plot: PI-289, measuring 271 sq. yds
6.	Date of builder buyer agreement	11.05.2023
7.	Due date of possession	Not available.
8.	Possession clause in BBA (Clause 3.1)	<i>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 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 60 days from the date of making the payment of Total Sale Consideration to the Seller/confirming Party ("Commitment Period"). The Seller/Confirming Party shall be additionally entitled to a Grace Period of 30 days ("Grace Period") after the expiry of the Commitment Period For making offer of possession of the Plot.</i>

9.	Total sale consideration	₹ 1,46,21,900/-
10.	Amount paid by complainant	₹ 14,61,690/- (Paid ₹5,00,000/- on 11.04.2023 and ₹9,61,690/- on 26.04.2023)
11.	Offer of possession.	28.08.2023 alongwith demand of ₹ 1,42,89,157/-
12.	Termination letter	08.11.2023

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 "Parkland Pride" situated at Sector-77 & 78, Faridabad, Haryana by the complainant on 31.03.2023. Vide allotment letter dated 31.03.2023, complainant was allotted plot no. PI-289 measuring 271 sq. yds. A copy of the allotment letter issued by the respondent is annexed as Annexure C-1 in the complaint file.
4. That the respondent no. 1 to 4 jointly developed a residential colony under the name and style of 'Parkland Pride' falling in the revenue estate of villages Fajjupur Mazra Neemka, Neemka and Faridpur in Sector 77 and 78, Faridabad. Respondents had published various web and news advertisements as well as visual advertisements so as to attract the public at large to purchase flats/plots in the said project.

5. The complainant vide an email dated 01.05.2023 requested the respondents to send the plot buyer agreement, in reply to said email the respondents vide email dated 06.05.2023 asked the complainant to collect the plot buyer agreement from Faridabad office on 09.05.2023. The copies of the emails are attached herewith as **Annexure C-2**. That after receiving the two sets of plot buyers agreement, complainant duly signed the agreement on 11.05.2023 and returned to the respondents for notarization and registration but the same was returned without notarization and registration. A copy of the agreement dated 11.05.2023 is attached as Annexure C-3. The complainant wanted to avail the loan for further payments qua plot and thus requested the respondents to get the agreement registered and notarized as the lending bank required the same but all in vain. It is submitted that as per Section 13 (1) of the RERA Act, 2016 the respondents are not authorized to receive more than 10% of the cost of the plot which the complainant already paid and the rest of the amount was payable after the registration of the plot buyer agreement but the same was not done and few signatures of the complainant were taken on the blank paper by the respondents for the reason best known to respondents.
6. That the total cost of the plot was fixed at ₹ 1,46,21,900 /- as stated in the allotment letter dated 31.03.2023 and the complainant had paid ₹14,61,690/- (paid ₹5,00,000/- on 11.04.2023

and ₹9,61,690/- on 26.04.2023) against the said plot by 26.04.2023.

Copies of the receipts is attached as **Annexure C-4 (colly)**.

7. As per clause 3.1 of the agreement, the respondent had to offer the possession of the plot to the complainant within a period of 60 days from the date of payment of total sale consideration with an additional grace period of 30 days for making an offer of possession.
8. That the respondents issued an offer of possession of the plot in question on 28.08.2023 without registration of the plot buyer agreement dated 11.05.2023 along with a demand of ₹ 1,42,89,157/- from the complainant to be paid within a period of one month i.e., by 30.09.2023. The complainant again requested the respondents to get the agreement registered in the office of Tehsildar as per RERA Act as the complainant was not able to get the loan from the bank. The complainant has further submitted that due to pending assessment proceeding initiated by the Income Tax Department the complainant was unable to make payment from personal account. A copy of the notice dated 23.06.2023 from Income Tax Department and Offer of possession letter dated 28.08.2023 is attached herewith as **Annexure C-5 (Colly)**.
9. It is submitted that in order to make further payment towards the booked plot, the complainant approached the respondent to make payment from



cheques issued by his relative towards the booked plot but the same was returned to the complainant for reasons best known to the respondents.

10. The respondents vide email dated 05.10.2023, i.e., after 5 days of the due date of possession, terminated the allotment of the plot in question arbitrarily, illegally and unilaterally without following the principles of natural justice. The copy of the email dated 05.10.2023 is attached as **Annexure C-6**.
11. The complainant vide email dated 06.11.2023 informed the respondents that complainant had already communicated to the respondent that due to income tax litigation the complainant needed some more time to clear the dues and requested the respondents to wait for another month. The copy of the email dated 06.11.2023 is attached as **Annexure C-7**.
12. The respondents vide email dated 08.11.2023 terminated the allotment of the plot in question. The copy of the termination letter dated 08.11.2023 is attached as **Annexure C-8**. The complainant was always willing and ready to deposit the due amount as per the offer of possession dated 28.08.2023 but the complainant could not avail loan as the agreement had not been registered/notarized by the respondent.
13. Even at present, the complainant is willing to make payment of the outstanding amount and take possession of the booked plot. Hence the present complaint seeking direction to respondent to revoke termination



letter dated 08.11.2023 and deliver possession of the plot in question to the complainant.

C. RELIEF SOUGHT

14. That the complainant seeks following relief and directions to the respondent:-

- i. To set-aside the termination letter dated 08.11.2023 which was issued "illegally, arbitrarily, unilaterally and without following the natural justice.
- ii. To hand over the physical possession of the plot No. PE-289, Parkland Pride Sector- 77 Faridabad and execute the conveyance deed of the above mentioned unit in favour of the Complainant under Section 11(4)(a) and 17 (1) of the Real Estate (Regulation and Development) Act, 2016.
- iii. Any other direction/order of directions which this Hon'ble Authority may deems fit and proper in the peculiar facts and circumstances of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

15. Learned counsel for the respondent filed detailed reply on 29.01.2024 pleading therein:

16. That the complainant had expressed his interest to purchase a plot in the project of the respondent no.1 known under the name of "Parkland Pride" in the year 2023. An application/ booking form was executed by the complainant and consequently, plot bearing no. PE-289 admeasuring 271 sq. yds. was allotted on the basis of the tentative layout plan vide allotment letter dated 11.04.2023. The copies of the booking form dated 03.04.2023 and the allotment letter dated 11.04.2023 are annexed as Annexure R1 (Colly).
17. That thereafter, the parties entered into a plot buyer's agreement on 11.05.2023. A copy of the plot buyer's agreement dated 11.05.2023 is annexed as Annexure R-2.
18. It is pertinent to note that the copy annexed by the complainant and the respondent No. 1 contains the stamp paper and is duly signed and executed by both the parties. That the Agreement is valid and terms of which are binding on both the parties. That as per the agreement, the possession was proposed to be handed over within a period of 60 days from the date of making the payments of Total Sale Consideration along with a grace period of 30 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 Paramjit Singh Appeal no. 122 of 2022 that if the grace period is mentioned in the clause, the benefit of the same is allowed.



19. It is submitted that the due date has not been reached, as per clause 3.1 that states that the proposed due date of possession is 60 days from the receipt of total sales consideration of the plot with a grace period of 30 days. That till date the Complainant has not made the payment of the Total Sales Consideration of the unit. Therefore, the period for handover of possession has not yet been completed.
20. That as per the application form the complainant chose a time linked payment plan. Timely payments of instalments was the essence of the agreement. Respondent no. 1 raised demands upon reaching respective milestones but the complainant unlawfully failed in making the complete payments. A number of reminders were issued to the complainant by the respondent no. 1, however, the complainant has miserably defaulted in adhering to the obligation of making the due payment. The copies of demand letters and reminder letters are annexed as Annexure R3 (Colly).
21. That respondent no. 1 is developer of the project, however respondent no. 2, 3 and 4 are mere confirming party and is neither a necessary nor a proper party to the present case. No relief has been sought from the respondent no. 2, 3, and 4 and hence, their name should be deleted from the array of parties.
22. That the project 'Parklands Pride' part project is covered under the Self-Certification Scheme wherein with respect to the licensed residential



plotted colony the offer of possession is to be issued by the Colonizer/Builder to the allottee before the allottee can move to Building Plan Approval Committee. DTCP for application for approval of building plan. Hence, the purpose of issuance of the Offer of Possession is served thereby enabling the Allottee to get the building plan approved and get the building constructed. After the construction of the building as per the approved building plan, the allottee can get the Occupation Certification without there being any need of Completion Certification. That although the services were completed at the time of application of the grant of completion certificate on 07.01.2014, after receiving this clarification from DTCP, the offer of possession was rightly made on 28.08.2023, however, the complainant failed to take possession of the plot.

23. That the Respondent No. 1 had offered the possession of the plot to the complainant on 28.08.2023. That with the offer of possession the complainant was requested to make the payment based on the Statement of Final Dues and complete the documentation required to enable the respondent no. 1 to initiate the process of physical possession of the unit, however, the complainant never turned up to take possession of the plot. The copy of letter of offer of possession dated 28.08.2023 is annexed as Annexure R-4.



24. That the complainant willingly did not take possession of the plot in question or remit the balance sale consideration for reasons best known to him. Respondent no. 1 had again issued reminder letters dated 01.09.2023 and 05.10.2023 for taking over possession but the complainant failed to respond. It is pertinent to note that after the valid offer of possession the respondent no. 1 vide letter dated 31.08.2023 also issued a credit note in favour of the complainant giving the benefit of payments of 1 year maintenance fee, sinking fund, contingency deposit, admin charges and IFMS of amounting to ₹ 1,51,275/-. A copy of credit note dated 31.08.2023 is marked and annexed herewith as Annexure R-6.

25. That it is clearly evident that the Respondent No. 1 offered offer of possession, credit note and reminders to the Complainant, but despite this and all the reminders the Complainant failed to make payment against the demand and hence, there is no delay of any sort, on part of the Respondent.

26. That since the Complainant did not pay heed to the reminder letters issued by the respondent no. 1, the respondent no. 1 was constrained to issue the letter for Last and Final Opportunity for the Payment of the outstanding amount dated 05.10.2023 failing which the respondent no. 1 had no option but to terminate the unit of the complainant. However, despite the final opportunity, the complainant failed to make any payment towards the said unit which led to the



issuance of the Termination Letter dated 08.11.2023. That the respondent no.1 had the right to terminate the plot as per the agreed terms and conditions in under the Agreement. A copy of termination letter dated 08.11.2023 is annexed as Annexure R7.

27. That in not making the due payments, the complainant has violated the terms of agreement and also the Real Estate (Regulation and Development) Act, 2016, under which, the complainant was obligated to make payment. However, despite repeated reminders and various opportunities, the complainant miserably failed to do so. Accordingly, the complainant stood in fundamental breach of the agreement. The Hon 'ble Supreme Court noted in case Saradamani Kandappan and Ors Vs S. Rajalakshmi and Ors, decided on 04.07.2011, MANU/SC/0717/2011:(2011) 12 SCC 18 held that the payments are to be paid by the purchaser in a time bound manner as per the agreed payment plan and if he fails to do so then the seller shall not be obligated to perform its reciprocal obligations and the contract shall be voidable at the option of the seller alone and not the purchaser.

28. That upon the non-payment by the complainant, the complainant was considered under default as per Clause 8.1, and upon the failure of the complainant to pay due amounts/installments, the respondent had the complete right to terminate the unit of the Complainant. Respondent has placed reliance

on judgment passed in Appeal No. 713 of 2022 titled Aaliyah Real Estates Pvt Ltd Vs Raj Kumar Mehta passed by Hon'ble Haryana Real Estate Appellate Tribunal and Complaint no. 168-2020 Jaiveer Singh and Anr Vs M. G Housing Pvt Ltd. wherein cancellation/termination in similar circumstances has been upheld.

E. ADDITIONAL DOCUMENTS FILED BY THE PARTIES.

29. Application filed by the complainant in registry on 08.05.2025 for initiating the criminal proceedings against the directors/authorized signatory under Section 227, 228 and 229 of BNS Act, while referring the matter to the Judicial Magistrate 1st class Panchkula or the concerned Court.

i. That this Hon'ble RERA Authority passed the status quo order vide order dated 23.01.2024 for not creating any third party right against the plot No. PE-289, Parklands Pride, Sector 77, Faridabad. The operative part of the said order is reproduced herein below for kind consideration of this Hon'ble Authority:

"6. Lastly, balance of convenience is in the favour of the complainant. Thus, respondents are directed to maintain status quo with regard to the plot in question till further orders."

A copy of the order dated 23.01.2024 is attached herewith as Annexure A-1. That despite the order 23.01.2024 was passed in the presence of the Counsel for the respondents and order dated 23.01.2024 was duly supplied to the respondents, the respondents created the third party right and sold



the above said plot to one Sh. Sandeep Agarwal somewhere in first week of March 2024. The complainant now came to know two three days ago and visited the maintenance office and requested to supply the state of account of the said plot and had an utter shock that the above mentioned plot already sold to one Sh. Sandeep Agarwal who started paying the maintenance charges from September 2024 after seven months of the status quo order dated 23.01.2024 which is completely defying the order passed by the Hon'ble Authority. The copy of the statement of accounts dated 31.03.2025 is attached herewith as Annexure A-2.

ii. That the respondents filed two replies, first on 29.01.2024 and second on 19.04.2024. The respondents have concealed this fact from the Hon'ble Authority and mislead while filing the reply dated 19.04.2024 which amounts perjury and is punishable under Section 227, 228 and 229 of the BNS Act.

iii. It is pertinent to mention here that the order passed by the Hon'ble Authority is prior than the sale of the plot. A copy of the order dated 23.04.2024 is attached herewith as Annexure A-3. That the complainant now came to know about the said fact and immediately moving the present application to bring the said fact to the kind notice of the Hon'ble Authority while showing complete disregard to the order dated 23.01.2024 passed by this Hon'ble Authority. The complainant second time also wrote an email dated 27.02.2024 and informed all the officials of the respondents



to not to create third party interest in view of status quo order dated 23.01.2024. The copy of the email dated 27.02.2024 is also attached as Annexure A-4.

iv. That the respondents sold the plot despite the orders passed by this Hon'ble Authority vide order dated 23.01.2024 have duly been served on and brought to the notice of the respondent, the respondent has not complied the same. It is further pertinent to mention here that the respondent has thus conducted themselves in the most reprehensible manner showing scant regard to the orders of the Hon'ble Authority, the conduct on respondent's part is palpably, manifestly and gravely contumacious and makes the contemnors/respondent liable to be dealt with in accordance with the law and punished severely for willfully, deliberately and intentionally flouting, defying and disobeying the authority of this Hon'ble Authority. That respondents have failed to comply with the order dated 23.01.2024 and according to Section 63 of the RERA Act 2016 the respondents should be burdened with a penalty of 5% of the estimated cost of the real estate project as determined by the Authority. The Section 63 of the RERA Act 2016 is reproduced herein below for kind perusal of this Hon'ble RERA Authority:-

"63. If any promoter, who fails to comply with, or contravenes any of the orders or directions of the Authority, he shall be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five per cent., of the estimated cost of the real estate project as determined by the Authority."



v. It is, therefore, in view of the above submissions, it is respectfully prayed before this Hon'ble Authority that application may kindly be allowed and pass the order for initiating the Criminal Proceedings against the Directors/Authorized Signatory under Section 227, 228 and 229 of BNS Act, while referring the matter to the Judicial Magistrate 1st Class Panchkula or the concerned Court and filing of certified copies of the Annexures may kindly be exempted.

30. Application filed by the complainant in registry on 08.05.2025 for imposing a penalty of 5% of the estimated cost of the project per day from 01.03.2024 for defying the order dated 23.01.2024 under Section 63 of RERA Act, 2016.

i. That this Hon'ble RERA Authority passed the status quo order vide order dated 23.01.2024 for not creating any third party right against the plot No. PE-289, Parklands Pride, Sector 77, Faridabad. The operative part of the said order is reproduced herein below for kind consideration of this Hon'ble Authority:

"6. Lastly, balance of convenience is in the favour of the complainant. Thus, respondents are directed to maintain status quo with regard to the plot in question till further orders."

A copy of the order dated 23.01.2024 is attached herewith as Annexure A-1.



ii. That despite the order 23.01.2024 was passed in the presence of the Counsel for the respondents and order dated 23.01.2024 was duly supplied to the respondents, the respondents created the third party right and sold the above said plot to one Sh. Sandeep Agarwal somewhere in first week of March 2024. The complainant now came to know two three days ago and visited the maintenance office and requested to supply the state of account of the said plot and had an utter shock that the above mentioned plot already sold to one Sh. Sandeep Agarwal who started paying the maintenance charges from September 2024 after seven months of the status quo order dated 23.01.2024 which is completely defying the order passed by the Hon'ble Authority. The copy of the statement of accounts dated 31.03.2025 is attached herewith as Annexure A-2.

ii. That the respondents filed two replies, first on 29.01.2024 and second on 19.04.2024. Respondents have concealed this fact from the Hon'ble Authority and mislead while filing the reply dated 19.04.2024 which amounts perjury. It is pertinent to mention here that the order passed by Hon'ble Authority is prior than the sale of the plot. Copy of order dated 23.04.2024 is attached as Annexure A-3.

iii. That the complainant now came to know about the said fact and immediately moving the present application to bring the said fact to the kind notice of the Hon'ble Authority while showing complete disregard to the order dated 23.01.2024 passed by this Hon'ble Authority. The



complainant second time also wrote an email dated 27.02.2024 and informed all the officials of the respondents to not to create third party interest in view of status quo order dated 23.01.2024. The copy of the email dated 27.02.2024 is also attached herewith Annexure A-4.

iv. That the respondents sold the plot despite the orders passed by this Hon'ble Authority vide order dated 23.01.2024 have duly been served on and brought to the notice of the respondent, the respondent has not complied the same. It is further pertinent to mention here that the respondent has thus conducted themselves in the most reprehensible manner showing scant regard to the orders of the Hon'ble Authority, the conduct on respondent's part is palpably, manifestly and gravely makes and the contumacious contemnors/respondent liable to be dealt with in accordance with the law and punished severely for willfully, deliberately and intentionally flouting, defying and disobeying the authority of this Hon'ble Authority.

v. That respondents have failed to comply with the order dated 23.01.2024 and according to Section 63 of the RERA Act 2016 the respondents should be burdened with a penalty of 5% of the estimated cost of the real estate project as determined by the Authority.

It is, therefore, in view of the above submissions, it is respectfully prayed before this Hon'ble Authority that the orders, as per Section 63 of the RERA Act 2016, may kindly be passed against the respondent for



imposing the 5% penalty per day since 01.03.2024 till date and further criminal proceeding may kindly be issued against director/authorized representative may kindly be issued for defying the order dated 23.01.2024 (Annexure A-1) and filing of certified copies of the Annexures may kindly be exempted.

31. Respondent had filed its reply to the applications filed by complainant in registry on 22.07.2025 stating therein:-

i. That at the very outset, the Respondent Company most respectfully and sincerely tenders an unconditional apology to this Hon'ble Authority for the inadvertent non-compliance with the order dated 23.01.2024. The Respondent submits that the said lapse occurred purely on account of an unintentional communication gap and was neither deliberate nor mala fide and was on account of circumstances detailed in the ensuing paragraphs. The Respondent Company holds this Hon'ble Authority in the highest esteem and assures that it has always endeavoured to act in good faith and in compliance with all directions issued. The Respondent expresses its deep regret for any inconvenience caused and humbly undertakes to exercise utmost care and vigilance going forward so that such an occurrence is never repeated.

ii. The Respondent Company respectfully submits that the alleged non-compliance with the order dated 23.01.2024 was entirely inadvertent and arose due to an unfortunate and unforeseen communication lapse. On the



said date, counsel for the Respondent, Mr. Hemant Saini, was granted permission to leave the courtroom owing to the sudden demise of a senior member of the Bar. Consequently, he was not present when the status quo direction was pronounced. Thereafter, when Mr. Rujhan Dhawan, authorised representative of the Company, contacted Mr. Saini for an update, he was informed in good faith, the matter had merely been adjourned for filing reply. This limited understanding was conveyed internally, and no knowledge of the status quo direction was available to the respondent at the relevant time.

iii. That the complainant has, in the application, briefly alleged that vide order dated 23.01.2024, this Authority had directed the respondents to maintain status quo with respect to the plot in question until further orders. However, despite the said directions, the respondents created third-party rights in the subject plot in March 2024, thereby resulting in non-compliance with the aforesaid order. Accordingly, the complainant has prayed that appropriate action be taken under Section 63 of the RERA Act, including the imposition of penalty, and criminal proceedings be initiated against their director/authorized representative.

iv. That before presenting its response to the present application, it is pertinent to set forth a brief factual background of the case as follows:

-The Complainant entered into a Plot Buyer's Agreement on 11.05.2023. As per Clause 1.2 of the Agreement, the total sale consideration for the



plot was Rs. 1,46,21,900/-. However, the Complainant has only paid Rs. 14,61,690/-, which amounts to less than 10% of the total sale consideration.

-The complainant has consistently defaulted in making timely payments, thereby establishing a pattern of habitual non-compliance. Despite being served with multiple demand notices and reminders at various stages- specifically on 24.05.2023, 03.07.2023, 03.07.2023, 02.08.2023, 01.09.2023, and 05.10.2023-the complainant failed to remit the dues in accordance with the payment schedule stipulated under the Plot Buyer's Agreement. This persistent failure to honour contractual obligations ultimately necessitated the cancellation/termination of the allotment. As per Sections 19(6) and 19(7) of the Real Estate (Regulation and Development) Act, 2016, an allottee is under a statutory obligation to make payments as per the agreed timeline, and the complainant's conduct is in clear violation thereof.

-In view of the aforementioned circumstances and the complainant's failure to make due payments, the allotment was ultimately terminated on 08.11.2023 in accordance with Clause 8.1 of the Buyer's Agreement. The cancellation was carried out in conformity with the said clause, as well as Section 11(5) of the Real Estate (Regulation and Development) Act, 2016, read with the Haryana Real Estate Regulatory Authority, Gurugram (Forfeiture of Earnest Money by the Builder) Regulations, 2018. Upon



termination of the allotment and forfeiture of earnest money equivalent to 10% of the total sale consideration, no refund was required to be issued to the complainant, as the amount paid by the complainant was less than 10% of the total sale consideration.

-Accordingly, the present complaint is liable to be dismissed, as the cancellation/termination of allotment is indisputably valid, and the resulting forfeiture of earnest money has been effected in accordance with the terms of the Buyer's Agreement as well as the applicable statutory provisions, including the RERA Act and the Haryana Real Estate Regulatory Authority (Forfeiture of Earnest Money by the Builder) Regulations, 2018.

v. With respect to the allegations made in the present application concerning non-compliance with the order dated 23.01.2024, the respondents respectfully submits, that on 23.01.2024, the matter was listed for the appearance of the respondents. The previous counsel for the respondents, Sh. Hemant Saini, appeared and informed this Hon'ble Authority that due to the sudden demise of a senior advocate of the Punjab and Haryana High Court, he was required to urgently leave to attend the cremation. In view of the seriousness and urgency of the situation, Sh. Hemant Saini respectfully sought permission to be excused, and upon such permission being granted by the Hon'ble Authority, he exited the courtroom. It is respectfully submitted that after making the

aforementioned submission. Sh. Hemant Saini exited the courtroom and was not present when the remaining directions in the order dated 23.01.2024 were pronounced.

vi. In fact, on 23.01.2024, along with the present complaint (Complaint No. 2703 of 2023 titled Shirish Kumar Pandey vs. M/s BPTP Parkland Pride Ltd. and Others), five other complaints were listed before this Hon'ble Authority for first hearing, making a total of six matters at the same procedural stage. The other five matters were as follows:

Complaint No. 2600 of 2023: Ram Singh and Another vs. M/s BPTP Ltd. and Another

Complaint No. 2712 of 2023: Kshitiz Arora vs. M/s BPTP Parkland Elite Floors

Complaint No. 2786 of 2023: Varun Jay Rana vs. M/s BPTP Parkland Pride Ltd. and Others

Complaint No. 2783 of 2023: Vijay Shukla vs. M/s BPTP Parkland Pride Ltd. and Others

Complaint No. 2784 of 2023: Anil Kumar Sharma vs. M/s BPTP Parkland Pride Ltd. and Others

In all six matters, the date was fixed for first appearance and all six matters were adjourned to the same date, i.e., 23.04.2024. As mentioned above, Sh. Hemant Saini informed this Hon'ble Authority about the sudden demise of a senior member of the Bar, due to which he had to urgently

attend a cremation. This Hon'ble Authority, acknowledging the urgency, accommodated the request and adjourned the matters to 23.04.2024. It is pertinent to note that there is no interim order in the remaining 5 matters, which were taken up and adjourned together. He accordingly left the courtroom to attend the cremation.

vii. In this regard, an affidavit of Sh. Hemant Saini is annexed herewith and marked as Annexure AR-1. Copies of the Orders passed in the remaining five matters are annexed herewith as Annexure AR-2

viii. That later in the afternoon, when a representative of the Respondent company, Sh. Rujhan Dhawan, telephonically contacted Sh. Hemant Saini to obtain an update regarding the cases listed for hearing on 23.01.2024, he was informed that the present matter had been adjourned for filing reply. No communication or intimation was made regarding any order of status quo having been passed. Accordingly, on the same day, i.e., 23.01.2024 at 5:35 P.M., Sh. Rujhan Dhawan sent an email to the concerned team of the Respondent company, which keeps the updates of the litigation, stating only that the matter had been adjourned for filing reply. Consequently, the directions pertaining to the status quo were not in the knowledge of the counsel nor the authorized representative of the Company. Thus, the Respondent company had no knowledge of the said directions except for what was communicated by its counsel and authorized representative. Upon receipt of this information, the company's case management system

was updated to reflect only that the matter had been adjourned for filing a reply, as was understood from the available information at the time. A copy of the E-mail dated 23.01.2024 is annexed herewith as Annexure AR-viii. That the above fact is also corroborated from the reply filed by the Company wherefrom it is evident that the Respondent was not aware of the status quo direction.

ix. That since the unit stood terminated, the sales team, unaware of the status quo order, proceeded to accept a booking in favour of one Sandeep Aggarwal in February 2024, and subsequently, a conveyance deed was executed on 13.02.2025.

x. That the respondent company was unaware of the status quo order passed on 23.01.2024. Accordingly, any non-compliance on its part was neither intentional nor deliberate. Despite its best efforts and the implementation of ample safeguards to monitor matters, the respondent company was not aware of the status quo directions, through no deliberate fault of its own. Therefore, the respondent company respectfully submits that the provisions of Section 63 of the RERA Act are not attracted in the present case.

xi. That the respondent company respectfully submits that on 23.01.2024, it had approx. 31 matters listed across various courts/forums/tribunals. It is submitted that the respondent company relies on live or same-day updates from its lawyers to monitor the matters and proceedings that have

transpired on a specific day, and it acts based on these inputs. In view of the above circumstances, the respondent company could not take note of the status quo directions. Moreover, once the counsel and the authorised representative had already informed and updated that the matter was simply adjourned for filing a reply, the respondent company had no occasion or reason to independently verify or check the order.

xii. That the status quo order was passed on 23.01.2024 till further orders, and in the subsequent orders, no directions were recorded regarding the said interim order. As such, the provisions of Section 63 of the RERA Act are not attracted in the present case. It is further submitted that the respondents have not made any statement in the present proceedings that is false, or which they knew or believed to be false or did not believe to be true. Significantly, the respondents have not at any stage stated in their reply that no third party rights were created over the plot in question.

xiii. That the respondent company respectfully submits that, in light of the facts cited above, the cancellation/termination of the unit is valid and undoubtedly tenable in the eyes of law.

xiv. That accordingly, before considering any action on the present application, the entitlement of the complainant should first be adjudicated to determine whether he is indeed entitled to the allotment of the unit in question, as this determination will decide if the alleged non-compliance has any substantive implications. In view of the foregoing, no action under

Section 63 of the RERA Act, 2016 ought to be initiated against the respondent company. The provisions of Section 63 apply only where non-compliance is deliberate and not unintentional, whereas in the present case, it has been clearly demonstrated that the non-compliance with the order was unintentional and arose due to circumstances beyond the control of the respondent company despite its best efforts.

xv. Without prejudice to the foregoing, it is respectfully submitted that the present application has been filed by the complainant merely as a pressure tactic to coerce the Respondent Company into acceding to his legally untenable demand of restoring the allotment. It is a matter of record that the complainant has paid less than 10% of the total sale consideration, and failed to pay the due amounts despite repeated reminders and opportunities granted over several months. In view of this persistent default, the Respondent Company was compelled to validly terminate the allotment in accordance with the terms of the Plot Buyer's Agreement as well as the applicable provisions of the RERA Act, 2016.

xvi. That in light of the above submissions, the respondent company respectfully submits that the present application is liable to be dismissed, as no action under Section 63 of the RERA Act, 2016 is warranted. Furthermore, the allotment stands validly cancelled and, if such cancellation is upheld, the status quo order would cease to have any practical implication. Therefore, the application under Section 63 is liable

to be dismissed and no action under Section 227, 228 and 229 of the BNS, 2023 is warranted.

F. ARGUMENTS OF COMPLAINANT AND RESPONDENTS

32. During the course of hearing, learned counsel for complainant stated that complainant had executed floor buyer agreement on 11.05.2023 and paid an amount of ₹ 14,61,690/- out of basic sale price of ₹ 1,46,21,900/-. Offer of possession was made on 28.08.2023 with an illegal demand of ₹ 1 crore 42 lakhs. He further stated that the complainant is ready to pay the pending amount with reasonable interest and respondent no. 1 be directed to handover possession along with a copy of occupation certificate. He further stated that respondent had even contravened Section 13 of RERA Act 2016, by taking more than 10% from complainant before executing builder buyer agreement. He pressed upon imposition of penalty under Section 63 of RERA Act, 2016 for defying the directions of maintaining status quo in respect of unit in question. He further clarified that the reliefs are being sought against respondent no. 1 only.

33. Learned counsel for the respondent posed a question to complainant stating that when possession was offered on 28.08.2023, why the same was not accepted at that time. Counsel for the complainant stated that there were two reasons for not taking possession. Firstly, agreement was not registered, since complainant wished to take loan for the huge amount



to be paid from bank but due to non-registration of agreement on part of respondent, bank had rejected to approve the loan and due to income tax raid on complainant, complainant accounts were frozen by the concerned department and complainant was unable to make payment. Secondly, the offer of possession was without a completion certificate.

34. Learned counsel for respondents stated that admittedly floor buyer agreement was executed between parties on 11.05.2023 for unit bearing no. PE-289, situated in Park Elite Floors, Parklands, Faridabad. Total sale consideration for the plot was ₹ 1 crore 46 lakhs, however complainant had only paid an amount of ₹ 14,61,690/-which is less than 10% of sale consideration. He stated that various demand notices were issued since 25.04.2023; 03.07.2023; 02.08.2023; 01.09.2023 and 05.10.2023. But complainant never paid anything till date. Offer of possession was also issued on 28.08.2023 but the complainant had not taken the same. Eventually respondent under Section 11(5) of RERA Act, 2016 had terminated unit on 08.11.2023 and as per clause 8.1 of floor buyer agreement 10% of the sale consideration was forfeited. Since complainant had even paid less than 10%, hence no refund amount is pending with respondent.

35. In respect of relief of possession, he stated that after valid termination of allotment claim of complainant cannot be allowed. In respect of penalty, he stated that affidavit of senior counsel Adv. Hemant Saini is



on record. Moreover, issue of termination be decided at first, if found valid then no case for imposition of penalty/criminal proceedings is made out.

E. ISSUES FOR ADJUDICATION

36. Whether the complainant is entitled to the reliefs sought or not? If yes, the quantum thereof.

F. OBSERVATIONS OF THE AUTHORITY

37. After hearing arguments of both parties and carefully examining the record of the case, it is revealed that complainant had been allotted a plot bearing no. PE-289 measuring 271 sq. yds vide allotment letter 31.03.2023 in the project- 'Parkland Pride' being developed by the respondent for a total sale consideration of ₹ 1,46,21,900/-. Against sale consideration for said plot, complainant has paid a total amount of ₹14,61,690/- till date. Out of said amount, last payment of ₹9,61,690/- was made on 26.04.2023. As per plot buyer agreement dated 11.05.2023, the possession of the plot was to be delivered within a period of 60 days from the date of making the payments of Total Sale Consideration along with a grace period of 30 days i.e the respondent should have delivered possession of the plot within 90 days of making payment of total sale consideration towards the booked plot.



38. As such, the complainant had impleaded respondent no. 1, 2, 3 and 4 as parties to the present complaint. However, no allegation/relief in specific has been sought against each of the respondents. Moreover, during course of arguments, it has been clarified by complainant's counsel that reliefs are being claimed against respondent no. 1 only. Paid amount has been received by the respondent no. 1, i.e. BPTP. Accordingly, directions in this final order are being issued against respondent no. 1 only, for complainant

39. Admittedly, respondent had issued an offer of possession for the plot in question on 28.08.2023 along with remaining demand of ₹ 1,42,89,157/- (inclusive of ₹ 10,23,000/- for stamp duty charges) from the complainant to be paid within a period of one month i.e., by 30.09.2023. However, the said demand was not fulfilled by the complainant. It is the averment of the complainant that due to pending assessment proceedings initiated by the Income Tax Department the complainant was unable to make payment from personal account. Complainant tried making payments from cheques issued by relatives, but the same was denied by respondent. It has also been alleged by the complainant that despite repeated requests the respondent failed to register/notarise the plot buyer agreement due to which the complainant could not avail loan facility and make payment of due amount. It is also



the contention of the complainant that he could not have accepted the said offer of possession as it was without a completion certificate.

40. Per contra, learned counsel for the respondent has argued that as per clause 3.1 of the plot buyer agreement, the possession of the plot was to be delivered within 60 days from the date of payment of total sale consideration with a grace period of 30 days. Till date the complainant has not made the payment of the total sale consideration despite issuing repeated demand/ reminder letters for the same. Respondent had timely completed construction of the project and issued an offer of possession before stipulated timeline with the demand of pending outstanding amount in accordance with the terms and conditions agreed between the parties vide plot buyer agreement dated 11.05.2023. It is further submitted that the plot was constructed under Self-Certification Scheme wherein after the construction of the building as per the approved building plan, the allottee can get the occupation certificate without there being any need of completion certificate. Therefore, the offer of possession was rightly made on 28.08.2023, however, the complainant failed to take possession of the plot. Timely payment of instalments was the essence of the agreement and was binding upon the complainant. It has further been argued that the plot buyer agreement contains the stamp paper and is duly signed and executed by both the parties.



41. At the very outset it is observed that as per the plot buyer agreement dated 11.05.2023, the delivery of possession of the plot was dependent upon payment of total sale consideration by the complainant to the respondent in lieu of the plot in question. The complainant has till date made a payment of only ₹14,61,690/- against total sale consideration of ₹ 1,46,21,900 /-. The complainant had made no further payment to the respondent after 26.04.2023. It is pertinent to note that the possession clause of the plot buyer agreement dated 11.05.2023, i.e Clause 3.1 is a specially curated clause under which the issuance of possession is directly linked to payment of total sale consideration. The complainant had willingly and with full knowledge agreed to the terms of the said clause. The respondent had time and again issued demand letters dated 24.05.2023, 03.07.2023 and 02.08.2023 to the complainant for making payment of remaining sales consideration however, the complainant failed to make payment of due amount.
42. Regarding the aforementioned averments of the Complainant, the following is noted. It is observed that the plot buyer agreement bears the stamp and signatures of authorised representative of the respondent company making it a valid document. Also the complainant has failed to place on record documentary evidence in support of his contention that his loan application had been denied due to non-registration of the plot buyer agreement dated 11.05.2023. It is evident that the



complainant was undergoing assessment from the Income Tax Department. However, the notice dated 23.06.2023 issued by Office of the Income Tax Officer, Ward 1(4), Faridabad is only a show cause notice for levying of penalty upon the assessee due to non-payment or delay in payment of tax. Nowhere has it been stated that the complainant is unable to use his personal account. The complainant has further averred that he had wished to make payment of due amount through cheques issued by his relatives in favour of the respondent but the same was not accepted by the respondent. Complainant has again failed to substantiate its claim with documentary evidence. *Keeping in view of the aforementioned facts and circumstances, it is observed that the complainant has failed to prove his case to show that a genuine effort had been made by the complainant to make payment of outstanding dues towards the booked plot.* Timely payment of installments was the essence of the agreement executed between the parties. Complainant was fully aware that delivery of possession of the plot is completely dependent upon payment of entire sale consideration however, the complainant failed to make payment of due amount. Respondent had duly issued demand/ reminder letters to the complainant before and after issuing offer of possession until the date of termination of the allotment of complainant vide letter dated 08.11.2023. Upon the continuous non payment of dues, the



complainant was considered under fault as per the clause 8.1 of the agreement. The respondent had the right to terminate the plot of the complainant as per the agreed terms and conditions of the plot buyer agreement. Relevant clause 8.1 is reproduced below for reference;

"That the timely payment of each installment of the Total Sale Consideration and other charges as per the Payment Plan opted by the Purchaser is the essence of this transaction/Agreement. In case the Purchaser(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time any of the instalments or other amounts and charges due and payable by the Purchaser(s) as per the payment schedule opted or if the Purchaser(s) in any other way fails to perform, comply or observe any of the terms and conditions on his/her part under this Agreement or commits any breach of the undertakings and covenants contained herein, the Seller/Confirming Party may at its sole discretion be entitled to terminate this Agreement forthwith and forfeit the amount of Earnest Money and Non-Refundable Amounts including but not limited to the interest due on delayed payments, deduction of brokerage paid by the Company to the broker in case the booking is made through a broker, application processing fees, any incentives, and/or any other charges due from the applicant etc. and other amounts of such nature. In the event the Seller/Confirming party exercises its rights to terminate the present agreement, the purchaser:

- a. Shall be left with no right, line or interest on the plot and seller/confirming party shall have the absolute right to sell the plot to any other third party.*
- b. Shall approach the Seller/Confirming party for the refund, if any, and the Seller/Confirming party shall refund the balance amount, if any, to*



the purchaser without any interest within 120 days from the date of sale of the plot by the Seller/Confirming party to any third party."

43. Payment plan opted Schedule-I-Payment Plan in reference to payments made therein is mentioned below for reference:-

Sr. No.	Installments as per plan	Demand raised	Receipt date (payments made by Bank)
1.	Booking Amount-10% of TSV	-----	Paid ₹ 5 lacs on 11.04.2023 Paid ₹ 9,61,690/- on 26.04.2023. **Booking amount of ₹ 5 lacs was paid vide receipt dated 31.03.2023, however the cheque got bounced due to insufficient funds. Resondent vide letter dated 06.04.2023 (annexed as Annexure R-8) had informed the complainant about same
2.	Within 3 month of booking-40% of TSV	24.05.2023 for ₹ 58,42,760/- Payable upto 30.06.2023	Not paid.
3.	Within 5 month of booking-45% of TSV	03.07.2023 for ₹ 65,73,105/- plus previous due of ₹ 58,42,760/- Payable upto 31.08.2023	Not paid. Reminder dated and 03.07.2023 02.08.2023.
4.	Offer of possession-5% of TSV+IFMSD+UCC+ADMIN+REGS. CHARGES	28.08.2023 for ₹ 1,42,89,157/- Payable upto 30.09.2023	Not paid. Reminder dated and 01.09.2023 05.10.2023.

			Termination letter dated 08.11.2023.
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44. Aforesaid table clearly provides that complainant had only honored the demand for booking '10% of TSV' only by making payment of ₹ 14,61,690/-. Thereafter, respondent had raised demand of 40% of TSV on account of '3 months of booking' on 24.05.2023 which was not honored by complainant. Accordingly, demand of 45% of TSV raised by respondent on 03.07.2023 on account of '5 months of booking', which was also not honored by complainant. Thereafter, an offer of possession was made on 28.08.2023 raising the demand of whole of outstanding dues. Complainant did not honor any demand after payment of booking amount. Hence, final opportunity letter wherein it was clarified that in case of non-payment, unit shall stands terminated was issued by respondent on 08.11.2023 after issuing reminders notice on 01.09.2023 and 05.10.2023.
45. As such, the complainant had only made the initial payment of the 10% of the total sale consideration and failed to honor the demands/ payment schedule beyond that. In light of the aforementioned facts and circumstances it is evident that the complainant is in clear violation of the terms of the plot buyer agreement dated 11.05.2023 and Section 19(6) of the RERA Act where in the allottee is responsible to make

necessary payments in the manner and within the time as specified in the said agreement for sale.

46. Complainant has deliberately defaulted in making payment of outstanding amount. After offer of possession dated 28.08.2023, respondent had further issued two reminder letters dated 01.09.2023 and 05.10.2023 to make payment of the due amount, however, the complainant failed to actively pursue his interests towards the plot in question resulting in termination of the plot vide letter dated 08.11.2023. As per clause 8.1 of the plot buyer agreement, respondent was entitled to cancel the plot of the complainant on account of non payment of dues after forfeiture of earnest money. Complainant has failed to prove his case that the complainant was ready to deposit the entire amount and had made genuine efforts towards the same. The complainant did not meet the demand raised by the respondent for a considerable period following the cancellation of the plot. Respondent had acted as per the terms agreed between the parties.

47. Further, the learned counsel for the complainant has pleaded that the complainant did not accept the offer of possession due to non-registration of agreement on part of respondent and also that the said offer of possession was without completion certificate. The issue with regard to non-registration of agreement has already been dealt with in the preceding paragraphs. With regards to the issue of completion

certificate; it is observed that as per the respondent, the scheme under which the plot in question was constructed, the complainant need not require completion certificate to construct the plot and obtain occupation certificate. However, after the receipt of offer of possession the complainant has nowhere agitated that the offer of possession is not supported with completion certificate. Regardless, the non -availability of completion certificate does not entitle the complainant to elude from his liability of making timely payment of installments prior to stage of offer of possession. The complainant was duty bound to honour the demands raised by the respondent towards payment of sale consideration.

48. Fact of the matter is that the complainant has miserably failed to fulfill his obligation of making timely payment of instalments. Complainant has willfully ignored the various demand/reminder letters issued by the respondent towards payment of balance sale consideration. Upon failure of the complainant to pay the due amounts/instalments within prescribed time, the respondent had exercised due diligence by issuing reminders dated 03.07.2023, 02.08.2023, 01.09.2023 and 05.10.2023 to the complainant. The respondent was entitled to cancel/terminate the plot of the complainant on account of non payment of dues. Thus, the cancellation of the plot is valid. The respondent was entitled to cancel/terminate the plot of the complainant on account of non payment



of dues. Accordingly, the total sale consideration of the plot is ₹ 1,46,21,900/- against which the complainant has paid only an amount of ₹ 14,61,690/-. Since the paid amount is less than 10% of the sale consideration, the same was forfeited. After forfeiture of earnest money, no amount remains payable to the complainant.

49. In view of the observations recorded in preceding paragraph, it is observed that the complainant is not entitled to receive possession of the plot in question. The termination letter dated 08.11.2023 was valid. Accordingly, the allotment rights of the complainant qua the plot bearing no. PI-289 stands ceased. Any direction/order with respect to grant of status quo of unit shall stand withdrawn.

50. Complainant had filed applications seeking imposition of penalty of 5% of the estimated cost of the project per day from 01.03.2024 for defying the order dated 23.01.2024 and for initiating criminal proceedings against the Director/Authorised Signatory under Section 227, 228 and 229 of Bharatiya Nyay Sanhita Act, while referring the matter to the Judicial Magistrate 1st Class Panchkula or the Concerned Court. Order dated 23.01.2024 is reproduced below for reference:-

"Sh. Hemant Saini, counsel for respondents sought more time to file reply. Further, he apprised the Authority that due to sudden demise of senior advocate in Punjab and Haryana High Court, he has to rush for his cremation ceremony.

Sh. Narender Yadav, counsel for complainant referred to page no. 11 of the complaint book, whereby complainant has sought interim relief to stay termination letter dated 08.11.2023 and to restrict respondents not to create third party interest in the plot in question

during pendency of the present complaint. learned counsel prayed that in case his request for interim stay on termination is not allowed, there is every apprehension that the respondent may create third party right on it and resultantly he will suffer irreparable loss. After going through records, Authority observes that notices to respondents were duly served on 22.12.2023, whereby respondents were directed to file reply by 11.01.2024. It is 1st hearing of the matter and counsel for respondents have sought more time to file reply. Request of respondent is considered and allowed. **Further, it is observed that complainant has filed affidavit with wrong party name.**

Therefore, complainant is directed to correct the same and file amended affidavit in the registry of Authority before next date of hearing.

Furthermore, respondent has not clarified that whether he is appearing on behalf of all the respondents who made parties to the present complaint or not. Therefore, he is directed to clarify the same in reply to be filed within four weeks with advance copy supplied to complainant.

Complainant is at liberty to file rejoinder, if any, with next two weeks along with advance copy supplied to opposite party.

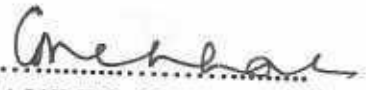
Lastly, balance of convenience is in the favour of complainant. Thus, respondents are directed to maintain status quo with regard to the plot in question till further orders.

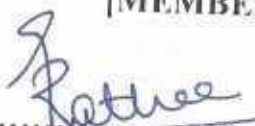
Case is adjourned to 23.04.2024 for arguments."

51. It is the stand of respondent that directions pertaining to status quo was not passed in presence of his counsel Adv. Hemant Saini. An affidavit and an unconditional apology has been tendered to this effect. Considering the peculiar circumstances of the case, it is important to examine the timeline and chain of events vis-a-vis role of both the parties. Respondent company had created third party rights due to genuine omission on their part. Same has been explained in affidavit of its counsel. Moreover, the claim of complainant-allottee has already been adjudicated on merits and creation of third party rights has not

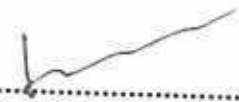
caused hindrance in said adjudication. Hence, it is not a fit case for imposition of penalty upon respondent and initiation of criminal proceedings against respondent. However, the respondent is warned that such a lapse reflects a non-serious attitude. Due to the circumstances regarding the demise of an advocate and the unconditional affidavit of a senior counsel and also the facts of the case, the Authority is taking a lenient view regarding the lapse.

52. In view of aforesaid observations, present complaint stands **Disposed of**. File be consigned to the record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S. SACHDEV
[CHAIRMAN]