



Chhattisgarh Real Estate Regulatory Authority, Raipur

Complaint No–M-PRO-2022-01791

**BEFORE
(FOR AND ON BEHALF OF C.G.R.E.R.A.)
(Deepa Katare, Adjudicating Officer)**

Smt. Sharda Singh, W/o Shri Brijendra Singh,
Age- 46 years
Address-Ganesh nagar,
Ujjan (M.P.)

..... **Complainant**

V/s

- (1) Shri Siddhi Vinayak Buildcon
Through its partner
(1) Smt. Ruchi Agrawal, Age- 39
W/o- Late Shri Vijay Agrawal
(2) Aashi Agrawal, Age- 18
D/o- Late. Shri Vijay Agrawal
(3) Rijul Agrawal, Age- 13
S/o- Late. Shri Vijay Agrawal
Through their legal guardian mother
(4) Simon Agrawal, Age- 16
D/o- Late. Shri Vijay Agrawal
Through their legal guardian mother
Address-B-4, R-5, Jain Temple Marg,
Kranti nagar, Bilaspur (C.G.)

- (2) Shri Sanjay Sultaniya, S/o- Omprakash Sultaniya
Age- 54
Address- Green park colony,
Rohini Vihar, Bilaspur (C.G.)

..... **Respondents**

Present :-

- (1) Shri Malay Shrivastava, Learned Counsel for Complainant.
(2) Shri Shrijan Shukla, Learned Counsel for Respondent No. 1.
(3) Shri Shashwat Surana, Learned Counsel for Respondent No. 2.

**(Project- “Siddhi Vinayak Heights”, Mopka, Dist.- Bilaspur)
Order dated-10/03/2023**

1. The Complainant has filed instant complaint under section-31 of Real Estate (Regulation and Development) Act, 2016 in FORM-M for possession and damages to the effect that complainant is entitled for the possession of Flat No.402 area- 689 Sq.ft. situated at Village- Mopka, P.H. No.29, R.I. Circle,

Tahsil and District- Bilaspur (C.G.) having its khasra No.841/1/२५/9 total area 0.44 acre (which is hereinafter referred as “the property” for the sake of brevity) in project “Siddhi Vinayak Heights” and damages of Rs. 50,00,000/- from the respondents on the strength of agreement dated 07.12.2020 and 19.06.2021 entered between complainant and respondent firm.

2. From the rival contentions of both the parties the undisputed facts emerges in the case are -
 - (i) Siddhi Vinayak Buildcon is partnership firm engaged in business of real estate and was developing a residential project in village-Mopka, P.H. NO. 29, RI circle, Tehsil and District Bilaspur by name of “Siddhi Vinayak Heights” for prospective buyers.
 - (ii) Respondent No. 2 is partner of said firm along with deceased partner late Shri Vijay Agrawal.
3. Pleaded case of complainant is that, on 07/12/2020, the complainant entered into an agreement for purchase of the property, in residential project “Siddhi Vinayak Heights” with Siddhi Vinayak Buildcon firm through one of its partner Shri Vijay Agrawal. In lieu of the agreement, the complainant has paid the entire money to the tune of Rs.10,99,000/- on 29/04/2015 to Late Shri Vijay Agrawal, however, the respondents have failed to handover the possession of the property to the complainant therefore, on 12/06/2021, the complainant sent a legal notice to the respondents. Subsequently on 19/06/2021, the respondents had entered into an another agreement with the complainant for the property at Siddhi Vinayak Heights stating that, the respondents have received the entire sale consideration and till 30/09/2021, the respondents will hand over the entire possession otherwise, they will pay a sum of Rs.50,00,000/- towards sale consideration and the damages to the complaint. The respondents neither handed over the possession nor paid the money in lieu of agreement dated 19/06/2021. Therefore, complainant has filed instant complaint for the relief (s) as referred in clause (1) of this order.
4. The Respondent No. 1 in their reply without contesting pleading of complainant stated that the respondents No. 1 are well aware of the predicament of the complainant and is more than willing to fulfil its obligations and discharge their duties and committed to complete the development of the said residential project named and styled as “Siddhi Vinayak Heights” with all the amenities as mentioned in the brochure within a time frame of 1 year provided the respondent no. 2 i.e. Mr. Sanjay Sultaniya will co-operate with the respondent no. 1 for completing the development work of the said project, but the respondent no. 2 i.e. Mr. Sanjay Sultaniya is not co-operating with the respondent no. 1 and due to this non-compliant attitude of Respondent No. 2, it has lead to a stalemate situation. Respondent No. 1, in their reply, admitted the facts narrated in the pleading of complainant and contended in sum and substance that they are willing to fulfill the obligations arising out of the agreement dated 07.12.2020 and 19.06.2021 entered between complainant and respondent firm subject to allowing them to become partner in Siddhi Vinayak Buildcon firm by respondent no. 2.

5. The relevant facts and contentions of the reply filed by respondent no.2 to deal and decide the issue involved in instant case are that respondent no.2 beside denying the contentions of complainant/applicant vehemently, specifically submitted that instant matter is purely civil dispute in nature which can not be adjudicated on merit without elaborate evidence. The complainant is not an allottee as per Real Estate (Regulation and Development) Act, 2016 and the legal heir of the deceased partner are not promoters of the project hence the complainant is not maintainable under the RERA, Act 2016. The respondent No. 2 further submitted that the alleged Agreement dated 07.12.2020 appears to be executed between the complainant and the deceased partner Late Shri Vijay Agrawal. In alleged agreement dated 07.12.2020 neither the name of the respondent no. 2 is mention nor does it contain his signature. Respondent No. 2 was not aware of any such agreement. Alleged agreement dated 07.12.2020 is notarised and not registered one. Hence use of an unregistered document as evidence of a transaction affecting immovable property is barred by law.
6. The respondent No. 2 further contended that alleged sale consideration of Rs. 10,99,000/-, was never paid by the complainant to the respondent no. 2 or to the Firm M/s Siddhi Vinayak Buildcon. The receipt annexed by the complainant appears to be signed by the deceased Partner Late Shri Vijay Agrawal incorporated the date 29.04.2015 and the agreement appears to executed on the year 2020 and 2021 respectively. Complainant has conveniently stated no reason for the same irregularity and delay of about 5-6 years in the same as the same receipts are forged and fabricated. The account of the firm dated 2015 and 2016 does not reflect any such transaction.
7. Respondent no.2 further pleaded that there has been collusion between the complainant and the legal heir of deceased partner Late Shri Vijay Agrawal and suddenly after his passing away, the entire blame is being put on the respondent no. 2 and as such respondent no. 2 cannot be held accountable as the obligation of the same liability falls onto the legal heirs of the deceased partner and not with the respondent no. 2. Respondent no. 2 further submitted that the alleged agreement dated 19.06.2021 is either forged or signature of the present respondent therein has been obtained vide taking undue advantage of the medical condition of the respondent no. 2 at that time and to which the respondent no. 2 had no knowledge of the same alleged agreement dated 19.06.2021 until case was initiated by the complainant. So, agreement dated 19.06.2021 is not binding and neither is enforceable as no sale consideration as mentioned therein was ever received by the respondent no. 2 or the respondent's firm. Respondent no. 2 further submitted that no prudent man would execute such an agreement wherein executor would have to pay Rs. 50,00,000/- (Fifty Lakh Rupees Only) against non-delivery of the possession of a flat which costs a mere sum of Rs. 10,99,000/- (Ten Lakh Ninety Nine Thousand Rupees Only) and in case where even the same alleged Rs. 10,99,000/- was not paid by the complainant. Hence respondent no. 2 requested to dismiss the complaint with heavy cost.
8. From the rival contentions of both the parties and on perusal of material on record following are points for determination to adjudicate the controversies between the parties: -

- i. Whether instant complaint is maintainable under the provision of RERA act?
 - ii. Whether the agreement dated 07.12.2020 and 19.06.2021 has been executed between the parties? If yes, then consequences.
 - iii. Relief (s)
9. **Points For Determination No. (I)**– At the outset it would be appropriate to extract the various provisions of The Real Estate (Regulation and Development) Act, 2016 which governs the law pertaining to real estate sector. Section 2(z) (k) of the Act defines the “**PROMOTER**” as
- (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
 - (ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or
 - (iii) any development authority or any other public body in respect of allottees of— (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or
 - (iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its members or in respect of the allottees of such apartments or buildings; or
 - (v) any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or
 - (vi) such other person who constructs any building or apartment for sale to the general public.
- Explanation— For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder;
10. Section 2(z) (g) of the Act defines “**PERSON**” and it includes—
- (i) an individual;
 - (ii) a Hindu undivided family;
 - (iii) a company;
 - (iv) **a firm under the Indian Partnership Act, 1932 (9 of 1932)** or the Limited Liability Partnership Act, 2008 (6 of 2009), as the case may be;
 - (v) a competent authority;

- (vi) an association of persons or a body of individuals whether incorporated or not;
 - (vii) a co-operative society registered under any law relating to co-operative societies;
 - (viii) any such other entity as the appropriate Government may, by notification, specify in this behalf;
11. Section 2 (d) of the Act defines “**ALLOTTEE**” in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
 12. In order to appreciate the rival submission at this juncture it would also be relevant to mention the clause (3), (16) and (18) of partnership deed (Annexure R-1), produced by respondent no. 1, which reads as under:-

Clause (3) “That the nature of the business/profession of the firm shall be dealing in real estate as buyer, seller, developers, promoters, builders etc. and/or dealing in such other products and other related work etc. and or such business or business connected therewith or incidental there to and/or such other business/professions or businesses/professions which the partners may decide from time to time.”

Clause (16) “That the party no 1 and 2 can sign lease agreement deed or tender form, bid in auction, sign agreement, application and other documents to receive payments from any authority and can discharge or make payment of any liability for and on behalf of the firm and his/her action shall be binding on another partner and firm.”

Clause (18) “That on death of a partner his/her husband/wife or nominee shall be taken as partner in his place and all outstanding capital at the time of death of partner/partners shall be transfer to his/her husband/wife or to the nominee, partnership that case shall continue as a partnership at “WILL”.
 13. An overall reading of above clauses of partnership deed makes it clear that Late Shri Vijay Agrawal and Shri Sanjay Sultaniya entered into business of real estate and business incidental thereto and connected therewith under the partnership firm named and Styled as Shri Siddhi Vinayak Buildcon and whatever the transaction made by either partner for and on behalf of the firm shall be binding on another partner and firm. The complainant has filed this complaint on the basis of transaction and the agreement entered into between the complainant and the respondent firm for the purchase of property in respondent’s firm Real Estate project “Siddhi Vinayak Hight”. Thus partnership firm “Siddhi Vinayak Buildcon” is a promoter within the meaning defined in section 2(z)(k) read with section 2(z)(g) of Act and complainant is allottee within the meaning defined in section 2(d). Respondent no.2 objected on the ground that present subject matter is matter of civil dispute, as it cannot be adjudicated without elaborate evidence. As discussed earlier, since the subject matter comes within the sphere of jurisdiction of Real Estate Regulatory Authority and section 79 of the Real Estate (Regulation and Development) Act 2016 creates specific embargo on

taking cognizance of subject matter by civil court which the Authority is empowered by or under Act. It is worthwhile to mention here that there is no restriction under the Real Estate (Regulation and Development) Act 2016 for taking the evidence. The object of the Real Estate (Regulation and Development) Act 2016 is to regulate and promote the real estate sector to ensure sale of plot, apartment or the building, as the case may be, or the sale of real estate project, in an efficient and transparent manner and to protect the interest of consumer in the real estate sector and to establish an adjudicating mechanism for speedy redressal.

14. The fallout of above discussion is that RERA has a jurisdiction over the subject matter hence instant complaint filed by the complainant is maintainable under the provision of RERA act and objection raised by respondent no.2 in this regard being misconceived is not tenable. Accordingly point no.1 decided in affirmation.
15. **Points For Determination No. (II)**– The complainant pleaded that she has paid the entire money to the tune of Rs. 10,99,000/- on 29-04-2015 to late Shri Vijay Agrawal, deceased partner of Siddhi Vinayak Buildcon firm, for the purchase of property in respondent's firm project. Complainant submitted money receipt in support of her version. Per contra respondent no. 2 pleaded that said amount was never paid to respondent no. 2 and neither the firm M/S Siddhi Vinayak Buildcon has been in receipt of the same, if at all paid by the complainant and in rebuttal submitted the chartered accountant's certificate depicting the details of advances received by the respondent firm from its customer during the financial year 2015-16.
16. Complainant further averred that on 07.12.2020 she entered into agreement for the purchase of property in "Siddhi Vinayak Hight". In lieu of agreement the complainant has paid entire sale consideration vide receipt no. 173 dated 29.04.2015 but when the respondent firm failed to handover the possession of property to complainant, on 12.06.2021 the complainant sent a legal notice to respondent. On 19.06.2021 the respondent again entered into another agreement with complainant for property stating that respondent has received entire sale consideration and till 30.09.2021 the respondents will handover the entire possession, otherwise they will pay sum of Rs. 50,00,000/- towards the sale consideration and damages to complainant. Per contra respondent no. 2 pleaded that alleged agreement dated 07.12.2020 bears the name and signature of the deceased partner Late Vijay Agrawal as the executor of the deed and the same neither contains the name nor the signature of the respondent no.2. Respondent no.2 was not even aware of any such agreement being executed. Respondent no.2 further pleaded alleged agreement dated 19.06.2021 is either forged or his signature therein has been obtained by taking undue advantage of the prevailing medical condition of the respondent no.2 at that time and to which the present respondent has no knowledge of, thus the same is non-binding upon him. The respondent no.2 had undergone Angioplasty prior to the execution of the alleged agreement dated 19.06.2021 and was under medication and advised bed rest.
17. On perusal of money receipt dated 29.04.2015, bearing the no. 173, it reveals that an amount of Rs. 10,99,000/- is paid to Siddhi Vinayak Buildcon against the property no. 402. Said receipt is signed by partner late Shri Vijay Agrawal.

Respondents has not denied the signature of late Shri Vijay Agrawal on said receipt. As per clause 16 of Partnership Deed, submitted by respondent no.1, every partner is entitled to receipt the payment for and on behalf on firm and his action shall be binding on another partner and firm. Thus the amount of Rs. 10,99,000/- received by the late Shri Vijay Agrawal as a partner of respondent firm, through the receipt no. 173 makes accountable not only the firm but also all the partner of firms. Mere fact that name of the complainant, from whom the advances is received by the respondent firm is not appearing in the list of customer and the amount paid by complainant is not reflecting in chartered accountant's certificate does not affect the truthfulness of fact of payment of Rs. 10,99,000/- by the complainant in the account of respondent firm. The complainant will not be allowed to suffer on account of lapse or mistake of internal accounting procedure of respondent firm as the receipt bearing no. 173 is an unambiguous acknowledgement of receipt of Rs. 10,99,000/- by the respondent partnership firm.

18. On perusal of the agreement dated 07.12.2020 it is evident that deceased Shri Vijay Agrawal entered into agreement with complaint as partner of Siddhi Vinayak Buildcon firm and agreed to sale property in Siddhi Vinayak Hight to the complainant for the consideration of Rs. 10,99,000/-. It is relevant to mention here that in para 6 of written argument, respondent no. 2 admitted that the alleged agreement dated 07.12.2020 bears the signature of deceased partner late Shri Vijay Agrawal. Hence by virtue of said admission and the content of clause (16) of partnership deed agreement dated 07.12.2020 is binding upon the respondent firm as well as to each and every partner including their legal heirs. It is pertinent that the fact of receiving of Rs. 10,99,000/- on 29.04.2015 has been acknowledged and recited in unambiguous words in the agreement dated 07.12.2020 which corroborate and fortifies the fact of payment of Rs. 10,99,000/- by the complainant to the respondent firm through its deceased partner Shri Vijay Agrawal.
19. Respondent no.2 has challenged the veracity of agreement dated 19.06.2021 executed between the complainant and respondents on the ground that said agreement is either forged or signature of respondent no. 2 has been obtained by deceased Shri Vijay Agrawal by taking undue advantage of prevailing medical condition of respondent no. 2. The said objection of respondent no. 2 is contradicting and conflicting because if the document is forged one than their exist no possibility of obtaining the signature of respondent no. 2 by taking undue advantage of respondent no.2 illness or ill health and if the signature of respondent no. 2 is obtained by deceased partner Shri Vijay Agrawal and the complainant by taking undue advantage of ill health or illness of respondent no. 2 than the question of document being forged one could not arise. Thus both the situation being adverse and contradictory to each, cannot exist simultaneously at the same point of time.
20. Parties could not be permitted to make inconsistent and conflicting pleading. It is well settled principal of pleading that when a party pleading relies on any fraud, undue influence and misrepresentation than the parties pleading must said out with reasonable precision the particulars (with dates and item if necessary) so as to constitute the allegation of fraud, undue influence and misrepresentation. Any

fraud, undue influence and misrepresentation must be separately pleaded and full particulars must be separately given. Respondent no.2 has failed to plead and establish the element and the mode of fraud, undue influence and misrepresentation of complainant and deceased Shri Vijay Agrawal. Therefore his version regarding obtaining his signature by taking undue advantage of his illness or ill health is not acceptable and as such cannot be relied upon. Moreover respondent no.2 has not submitted any medical reports, document or certificate which may substantiate the mental states and physical dependence of respondent no. 2 that at such point of time, due to his illness, he was unable to understand and pursue the thing as it exist.

21. Respondent no.2 further objected on the ground that complainant has itself failed to establish that any such transaction took place as the same is hit by various irregularities. Said objection is not tenable as transaction need not to be otherwise established in view of specific admission and acknowledgement of receipt of entire amount of consideration in agreement dated 07-12-2020 and 19.06.2021. Witnesses of both the agreement Mr. Arun Singh and Mr. Vijay Maurya supported the version of complainant in their affidavit that agreement dated 07-12-2020 and 19.06.2021 were executed and signed in their presence. Respondent no. 2 objected on the ground that the agreement dated 07.12.2020 and 19.06.2021 are not binding upon him. It is relevant to mention here that mere the ignorance of transactions of payment and the execution of agreement dated 07.12.2020 and 19.06.2021 does not absolve the respondent no.2 from his responsibilities towards the third party i.e. the complainant and as a partner of Siddhi Vinayak Buildcon to honour all the commitment and the promises made under the agreement entered into by another partner of the firm and also just by keeping ill health does not absolve respondent no.2 from his contractual liabilities until he establishes that he was not in fit state of mind or his illness effected his decision making capability as of normal person. Mandate ingrained in statute itself i.e. under the provision of Indian Partnership Act that every partner is liable jointly with all the other partners and also severally, for all the acts of the firm done while he is partner. In light of above objection raised by respondent no. 2 is not tenable.
22. Respondent no.1 further objected that no prudent man would execute such an agreement wherein the executor would have to pay Rs. 50,00,000/- (Fifty Lakh Rupees Only) against non-delivery of the possession of the flat which costs a mere sum of Rs. 10,99,000/- (Ten Lakh Ninety Nine Thousand Rupees Only), that too in a case where even the same alleged amount of Rs. 10,99,000/- (Ten Lakh Ninety Nine Thousand Rupees Only) was not paid by the complainant. It is worthwhile to mention here that entire sale consideration was given by the complainant to Siddhi Vinayak Buildcon firm way back in 2015 and complainant awaited for the execution of sale deed and possession of a property till 2020. Even after waiting for period of 5 years the respondent firm neither executed sale deed in favour of complainant nor handed over possession of the property to her. It may create reasonable apprehension in mind of any person of common prudence that he/she may lose his/her hard earned money.
23. One thing which cannot be marginalized or blinked away is that interest portion on Rs. 10,99,000/- for period of 5 years also due and accrue to complainant. Due

to frustration of previous agreement dated 07-12-2020, in order to compel the respondent firm for timely execution of agreement damages clause might have inserted by parties i.e. if the respondents firm fails to hand over the possession of property till 30-09-2021 the complainant will be entitled from respondents firm of Rs. 50,00,000/- towards sale consideration and damages. Thus in peculiar circumstances of the present case there appears no unreasonability in imposing condition for payment of Rs. 50,00,000/- towards the consideration and damages, Such terms and condition in agreement can be validly incorporated in contract under provision of section 73, 74 and 75 of Indian contract Act, which provides for compensation and damages in case of breach of contract. In light of above objection raised by the respondent no.2 is not tenable.

24. Respondent no.2 further challenged the legality of alleged agreement to sale dated 07-12-2020 and 19-06-2021 on the ground that both the agreement are itself an unregistered document and falls under the list/category of documents of which registration is mandatory as per the provisions of Section 17 of The Registration Act, 1908 and as such the both alleged “agreements to sale” do not hold any evidentiary value just under section 49 of the Registration Act, 1908 of because of the sole reason of being unregistered. By virtue of statutory provision contained in explanation of section 17 of Registration Act does not impose any requirement to get the agreement for sale to be mandatorily registered. Hence the objection raised does not have legal sanctity, not tenable.
25. Another objection raised by respondent no. 2 is that there appears to be a collusion of minds between the complainant and the legal heirs of the deceased partner Late Vijay Agrawal as the complainant during the lifetime of the deceased partner Late Vijay Agrawal remained complacent and did not take any action against the firm “Siddhi Vinayak Buildcon” and it is only after his demise that complainant has sought actions against the respondent no. 2 just with a sole malafide intention of obtaining undue financial advantage from the present respondent and the entire blame is being put on the respondent no. 2. For any Act of deceased partner Shri Vijay Agrawal respondent no. 2 cannot be held accountable as the obligation of the same liability falls upon the legal heirs of the same partner and not upon the respondent no. 2.
26. Allegation of the collusion between the respondent no. 1 and complainant is a blanket statement of respondent no. 2 not supported by any fact. Respondent no. 2 has not specifically pleaded that respondent no. 1, who are legal heirs of deceased partner Shri Vijay Agrawal, will acquire what benefit in case of collusion with complainant. Respondent no. 2 has not mentioned what reciprocal interest and benefit of respondent no. 1 and complainant is detrimental to interest of respondent firm, respondent 2. Presumably the interest of respondent no. 1 and 2 is coextensive and in common. Mere fact that respondent no. 1 are ready and willing to discharge legal obligation under contractual liability could not be termed as collusion. In view of above said objection of respondent no.2 is not sustainable.
27. Respondent no.2 has relied on the order of Hon’ble Authority passed in case no. M-PRO-2021-01458 and decision of Hon’ble Supreme Court in case of **Oswal Fats and Oils Limited vs. Additional Commissioner (Administration); (2010) 4 SCC 728.**

The fact and findings of the order and decision cited by the respondent no.2 is not applicable to fact and circumstances of the instant case.

28. **Points For Determination No. (III)**– As regard relief (s) claimed, the complainant has claimed the relief for possession of property and amount of Rs. 50,00,000/- towards the consideration and damages. It is pertinent to mention here that agreement dated 19-06-2021, binding on both the parties, enunciate that the sale deed of the property with all amenities shall be registered and its possession shall be handed over to the complainant in 30-09-2021 and in case of default the respondent will pay Rs. 50,00,000/- on account of refund of consideration and damages. Meaning thereby the payment of Rs. 50,00,000/- was in lieu of property and payable only in case of default of handing over the possession of property till 30-09-2021. In the instant case complainant has claimed both the relief (s) simultaneously which is not justified. Complainant is entitled lawfully either of the two, in terms of their agreement dated 19-06-2021. In view of above, allowing the claim under the complaint following relief (s) are granted to the complainant -

(A) Respondents shall execute registered sale deed of the property and hand over the possession of property within 2 month from the date of this order. The registration expenses shall be born by the complainant.

(B) In case of noncompliance of order mentioned in above clause (a) the respondents shall pay amount of Rs. 50,00,000/- to respondents on account of return of consideration and damages and the interest at the state bank of India highest marginal cost of lending rate plus 2% from the date 30-09-2021 till the realization of said amount.

29. With the above this instant application/complaint stand disposed off.

Raipur

Dated: 10-03-2023

Sd/-
(Deepa Katare)
Adjudicating Officer
Real Estate Regulatory Authority
Chhattisgarh Raipur

छत्तीसगढ़ भू-संपदा विनियामक प्राधिकरण रायपुर
आदेश पत्रिका

प्रकरण क्रमांक :

प्रकरण दर्ज दिनांक

आवेदक :

CGRERA-P-

आदेश कार्यवाही की तारीख व स्थान	आदेश अथवा कार्यवाही	पक्षकार अथवा प्रतिनिधि के हस्ताक्षर
10-03-2023	<p>प्रकरण प्रस्तुत। प्रकरण में आदेश पारित। आदेश की प्रति को प्राधिकरण के वेबपोर्टल पर अपलोड करते हुये दोनों पक्षों को ई-मेल के माध्यम से तामिल की जावे। प्रकरण में पृथक से आदेश लिखकर संलग्न किया गया। उभय पक्ष टीप करें। प्रकरण नस्तीबद्ध कर अभिलेख कोष्ठ में भेजा जावे।</p> <p style="text-align: right;">सही / - (दीपा कटारे) न्याय निर्णायक अधिकारी</p> <p>After a while On the perusal of judgement it come to the notice that there are some typographical and arithmetical mistakes in the judgement which requires to be rectified. Said mistakes are:-</p> <ol style="list-style-type: none">i. In para 25 ninth line decease is typed instead of deceased.ii. In para 29 complainant is typed instead of complaint. <p>Rectification made as stated above. Fresh and rectified copy be kept and uploaded order be replaced by rectified copy of order. Noting to this effect be made in original copy of order.</p> <p style="text-align: right;">Sd/- (Deepa Katare) Adjudicating Officer</p>	