

Vikas Mangla  
Vs.  
BPTP Ltd.  
Appeal No.646 of 2022

Present: Mr. Bhupender Pratap Singh, Advocate,  
for the appellant.

Mr. Hemant Saini, Advocate,  
for the respondent.

Learned counsel for the parties have addressed at some length.

During the courses of arguments, Mr. Saini has produced a copy of the Conveyance Deed which was executed during the pendency of the complaint before the Authority pursuant to the efforts made by High Powered Committee appointed by the Authority. Same is taken on record. He has referred to Clauses 3 & 4 thereof, same read as under:

- “3. *That the vacant and actual physical possession of Plot has been handed over by the Vendors to Vendee and the Vendee has taken over the physical possession of same after a detailed inspection of the Plot including but not limited to its area, location, dimensions etc. and the Vendee does not have any objection and is fully satisfied with the Plot. Since the Vendee has completed the due diligence of the Plot to his complete satisfaction and therefore, it undertakes not to raise any dispute/claim whatsoever either in present or in future against the Vendors including but not limited to any compensation for delayed possession, quality of construction in the Colony etc. The Vendee confirms and agrees that the Vendee shall be fully responsible for the Plot including maintaining possession of the Plot.*
4. *That upon execution and registration of this Conveyance Deed, nothing is due and payable from the Vendor and Confirming Parties to the Vendee on any account whatsoever.”*

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Mr. Pratap, counsel for the appellant submits that he may be granted some time to seek instructions.

Liberty is granted.

List on 01.08.2024.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

05.07.2024  
Rajni