IN THE ODISHA REAL ESTATE APPELLATE TRIBUNAL AT BHUBANESWAR

OREAT Appeal No. 160/2024
(Arising out of C.C. No. 54 of 2023)

Mrs. Jagyanseni Dash, Managing Director,
M/s Jagynaseni Infra Projects Pvt. Ltd.
...Appellant.

-Versus-

1. Mrs. Jharashree Das.
2. Odisha Real Estate Regulatory Authority,
   represented through its Secretary. ...Respondents

Counsel for the appellant :Mr.K.C.Prusty,Advocate
Counsel for the respondent no.1. :Mr.J.Mohanty, Advocte
Counsel for the respondentno.2 :Mr.B.Nayak, Advocate

CORAM :
Shri S.K.Rajguru, Judicial Member
Dr. B.K.Das, Tech./Admn. Member

O R D E R
20.11.2026

Hearing of the appeal having concluded, it is taken up for final order.

2. The appellant-promoter assails the order dated 31.7.2024 passed by the Odisha Real Estate Regulatory Authority (hereinafter referred to as "the learned ORERA") in C.C. No.54 of 2023. The appellant was the only respondent and the respondent no.1 of this appeal was the complainant in the said complaint case. The respondent no.2 is the learned ORERA represented by its Secretary. Prayer has been made in this appeal to set

aside the impugned order dtd. 31.7.2024 passed in C.C. No.54 of 2023 and to dismiss the said complaint case together with any other order/direction as deemed fit and proper by the Tribunal.

3) Facts and circumstances leading to the filing of this appeal are as follows:

The respondent no.1 of the appeal filed the aforesaid complaint case before the learned ORERA on 9.2.2023 stating in her petition that she booked a flat in the project namely "Jagynaseni Apartment-1" at Padhuanpada, Balasore being developed by the respondent, on 12.8.2021. The respondent showed her some under construction 3 BHK flats with approximate built up area of 1250 square feet within a completely bounded land of 33.2 decimal with a promise of undivided land share of 1.66 decimal. Consideration price of the flat was agreed to by the complainant and the respondent at Rs.53,00,000/- and the respondent issued allotment letter in respect of the flat to the complainant on 16.8.2021 on receiving a booking amount of Rs.2,00,000/- from her. Subsequently the complainant paid Rs.5,00,000/- on 23.9.2021 and Rs. 33,45,375/- on 4.6.2022. The complainant thus claimed to have paid a total amount of Rs. 40,45,375/- to the respondent. The complainant alleged that she and her brother requested the respondent a number of times to execute the sale agreement and in this regard also made a written request on 25.6.2022, but the respondent forced her to sign an agreement in respect of the flat in question mentioning its

carpet area as 702 square feet instead of the promised 1250 square feet and without mentioning the undivided land share of the complainant therein. The complainant refused to sign the said agreement and asked the respondent to prepare an agreement as per the physical construction area of the flat in the prescribed form of the ORERA Rules. The complainant further alleged that inspite of her repeated requests to execute the sale agreement, the respondent to her utter surprise refunded back the entire amount paid by her, on 30.9.2022 without any prior information or communication. With the aforesaid claims and allegations, the complainant prayed before the learned ORERA to direct the respondent to receive back the refunded payment and execute the sale agreement at the negotiated price of Rs.53,00,000/-, at the earliest.

Pursuant to the notice issued by the learned ORERA, the respondent-promoter appeared through her counsel on 2.5.2023 and filed her written show cause to the complaint on 5.6.2023 wherein she took the plea that the allegations against her in the complaint petition are all concocted and baseless. The respondent admitted to have refunded the entire amount of Rs.40,45,375/- deposited by the complainant, but denied that the said refund was without any information or communication to the complainant. The respondent claimed that she had purchased Ac.0.22.5 area of land vide two sale deeds dtd. 19.3.2019 from the lawful owners and had mutated the

same in her name vide plots no.440/1631 and 440/1632 in Khata no.84/540. She submitted the building plan for the project before the Balasore Regional Improvement Trust, Balasore for construction of a multi-storied apartment and the BRIT, Balasore vide letter dtd. 28.2.2020 granted her permission for construction of a S+4 storied building with flats on the aforesaid land purchased by her. Subsequently, the respondent on applying to the ORERA also obtained registration certificate in respect of the project with registration no.RP/03/2021/00499. As per the plan approved by the BRIT, Balasore, twenty flats, each with a carpet area of 702 square feet, were to be constructed and accordingly on the application submitted by the complainant to purchase a flat in the project she was provisionally allotted Flat No.403 with a carpet area of 702 square feet on the 3rd floor of the project along with undivided share of land, subject to execution of the written agreement for sale. Thereafter, the complainant though made payments for the flat but did not come to execute the agreement for sale. The respondent requested the complainant several times over phone and whatsapp but she neither came nor showed any interest to execute the agreement for sale. When the matter stood thus, on 25.6.2022 the complainant sent a letter to the respondent through whatsapp of her brother for execution of a sale agreement in respect of a flat with 1250 square feet carpet area and land share of Ac.0.1.66, which was not in consonance with the earlier negotiation and the provisional allotment

of the flat. On receiving the said letter the respondent immediately communicated the complainant through whatsapp requesting her to execute an agreement for sale in respect of a flat with 702 square feet carpet area as per the previous negotiation and provisional allotment and made it clear that if the agreement for sale will not be executed the amount paid by the complainant shall be refunded to her. The same communication was made by the respondent to the complainant through a registered letter dtd. 4.8.2022 in response to the letter dtd. 25.6.2022 of the complainant. The respondent alleged that inspite of this categorical communication the complainant did not come for execution of the agreement for sale on various pleas and therefore the respondent sent a legal notice through her advocate to the complainant by registered post on 2.9.2022 again requesting her to execute the agreement for sale in respect of a flat with 702 square feet carpet area as per previous negotiation and provisional allotment, within 15 days of the receipt of the notice, making it clear that in the event of non-execution of the sale agreement the total advance amount would be refunded back to the complainant. When the complainant did not respond even after the communication of the said legal notice and did not come to execute the agreement for sale, the respondent finding no other alternative finally refunded back the total advance amount to the bank account of the complainant on 30.9.2022. Claiming that no amount paid by the complainant was with her for refund and that

she had to refund the advance amount paid by the complainant only because of her not executing the agreement for sale, the respondent termed the filing of the complaint petition against her, a harassment to her and accordingly prayed for its dismissal.

The learned ORERA on considering the pleadings of the parties, the documents relied upon by them in support of their respective pleas and also on hearing their counsels at length passed the impugned order dated 31.7.2024 directing the respondent to execute an agreement for sale in respect of the Flat No.403 (3 BHK) of the project "Jagynaseni Apartment-1", Padhuanpada, Balasore in favour of the complainant and subsequently thereafter, a conveyance deed after receiving the total consideration amount accrued on 1250 square feet, which is to be calculated proportionately, taking into account Rs.53,00,000/- for 702 square feet. Direction was also made to the complainant to pay the total consideration amount as calculated above to the respondent on or before the date of execution of the conveyance deed. The learned ORERA further made it clear that the aforesaid directions should be complied within a period of three months from the date of order failing which the same shall be enforced as per law.

4. In the hearing of the appeal, the learned counsel for the appellant has submitted that the complaint case filed before the learned ORERA is not maintainable as on the date of its filing no cause of action existed in favour of the respondent no.1. It is further

submitted that the learned ORERA should have held the complaint case not maintainable as the respondent no.1 had taken refund of the entire advance amount paid by her and there was no amount left with the appellant to refund her. The learned counsel for the appellant further contended that the learned ORERA has also committed error in directing the appellant to execute a conveyance deed in favour of the respondent no.1 after receiving the total consideration amount accrued on 1250 square feet of land, calculated proportionately taking into account Rs.53,00,000/- for 702 square feet area of land, ignoring the fact that there was no final allotment in respect of the flat in question to the respondent no.1. The respondent no.1 having failed to produce the allotment letter in respect of the flat in question with a carpet area of 1250 square feet, the direction for execution of the conveyance deed should not have been made. Further claiming that the respondent no.1 is not an allottee in respect of the flat in question and hence the complaint case was not maintainable before the learned ORERA, the learned counsel for the appellant has made the prayer as mentioned earlier in paragraph-2 of this order.

5. On the other hand, the learned counsel for the respondent no.1 has submitted that the appeal filed by the appellant is based on falsehood and presentation of wrong facts. It is contended that due to mis-representation of facts by the appellant the learned ORERA believed that there has been an increase in the construction area and therefore payment has to be made

on prorata basis. The learned counsel for the respondent no.1 has claimed that the respondent no.1 booked the flat in question on 16.8.2021 after the appellant showed her the completed framed structure which was under construction i.e. 3 BHK Flat with approximately 1250 square feet carpet area within a completely bounded land of 33.2 decimal area. At the time of booking of the flat the appellant had already completed 50% of the construction of twenty 3 BHK flats, each with approximately 1250 square feet built up area, within a completely bounded land of 33.2 decimal and therefore it was not possible to extend the building to a third plot or to increase the carpet area of any flat. The learned counsel for the respondent no.1 has claimed that though the appellant insisted on signing the sale agreement in respect of the flat in question with a carpet area of 702 square feet, but no flat with 702 square feet carpet area was ever constructed or was available in the entire project and this fact has also been verified by the enforcement team of the ORERA. The learned counsel for the respondent no.1 has pointed out to the admission of the appellant in her written show cause to the complaint that on 12.8.2021 the respondent no.1 booked a 3 BHK flat in the project belonging to the appellant. It is categorically claimed by the learned counsel for the respondent no.1 that the appellant showing an under-construction framed structure with three BHK flats, each having an approximate built up area of 1250 square feet, within a completely bounded land of 33.2 decimal, negotiated the

consideration price with the respondent no.1 for Rs.53,00,000/- and accordingly issued her allotment letter on 16.8.2021 on receiving the booking amount of Rs.2,00,000/-. The learned counsel for the respondent no.1 has further claimed that inspite of receiving approval only for the construction of twenty 2 BHK flats, each of 702 square feet carpet area, on two plots, on 28.2.2020, the appellant commenced construction of twenty 3 BHK flats, each having approximately 1250 square feet carpet area, on three plots measuring 33.2 decimal w.e.f. March, 2020. The appellant however never disclosed this fact to the respondent no.1 till the booking of the flat in question on 16.8.2021, by which 50% of the construction was completed by the appellant. It is further contended that, the respondent no.1 has replied and objected to the claim of the appellant in his legal notice dtd. 2.9.2022 and it was the respondent no.1 who had requested the appellant several times for execution of the sale agreement but the appellant had not responded with a malafide intention and without any prior notice refunded back the amount of Rs. 40,45,375/- to the account of the respondent no.1. The learned counsel for the respondent no.1 has claimed that till date an amount of Rs. 1,40,500/- paid by the respondent no.1 is still with the appellant. The learned counsel for the respondent no.1 has made it clear that there is no question of confusion on the part of the respondent no.1 about the carpet area of the flat in question at any point of time as she had booked the flat in question and received the

allotment letter much after the allotment of flats in the project to other persons. Reiterating the claim that due to wrong presentation of facts by the appellant the learned ORERA has mis-calculated the cost on the belief that the appellant had started construction after receiving approval from it on 1.7.2021, the learned counsel for the respondent no.1 has asserted that the consideration price of Rs.53,00,000/- for the flat in question inclusive of all taxes was in respect of the actual structure available presently and that the plea of increase in construction area after the allotment of flat is false. With the aforesaid contentions, the learned counsel for the respondent no.1 has termed the appeal to be devoid of any merit and has prayed for its dismissal.

6) Admittedly, the respondent no.1 had booked a flat in the project namely "Jagynaseni Apartment-1" at Padhuanpada, Balasore on 12.8.2021 and the appellant had received an amount of Rs.2,00,000/- from her towards the said booking. Allotment letter in respect of the booked flat was issued to the respondent no.1 on 16.8.2021 after which she paid the appellant an amount of Rs.38,45,375/- by 4.6.2022. There is also no dispute over the fact that the project, a S+4 storied apartment building, after approval by the Balasore Regional Improvement Trust, Balasore vide its letter dtd. 28.2.2020, was also granted registration certificate by the ORERA with registration no.RP/03/2021/00499. The project having commenced after coming into force of the

R.E. (R&D) Act, 2016 (in short, 'the Act,2016') is certainly under its fold.

The appellant and the respondent no.1 had certainly entered into a promoter-allottee relationship. Dispute arose between them when the respondent no.1 claimed execution of sale agreement in respect of the flat allotted to her, which according to her was shown to be a 3 BHK flat under construction with a built up area of 1250 sq. ft. by the appellant at the time of initial negotiation, for the earlier agreed consideration price of Rs.53,00,000/- and the appellant denying the said claim of the respondent no.1 insisted on the execution of the sale agreement in respect of the flat in question with a carpet area of 702 sq. ft., as mentioned earlier in the allotment letter dtd. 16.8.2021.

Admittedly, the allotment letter dtd. 16.8.2021 shows the carpet area of the flat allotted to the respondent no.1 as 702 sq. ft. and the agreed consideration amount as Rs.53,00,000/-.

From the correspondences between the appellant and the respondent no.1 available in the record of the complaint case, it is found that, in response to the notice of respondent no.1 through whatsapp on 25.6.2022 to execute the agreement for sale in respect of the flat allotted to her, the appellant vide letter dtd.4.8.2022 had categorically replied her that after allotment of the flat on 16.8.2021, the respondent no.1 had agreed to pay all the installments of the consideration price of Rs.53,00,000/-, but inspite of

approach by the appellant the respondent no.1 did not take any step for execution of the agreement for sale. The respondent no.1 instead of co-operating the appellant in the execution of the sale agreement had paid Rs.5,00,000/- on 23.9.2021 and Rs. 33,45,375/- on 4.6.2022. The letter of reply dtd. 4.8.2022 of the appellant also reveals that when the respondent no.1 did not receive the phone calls of the appellant, message was sent to her brother on 20.6.2022 and he intimated that the respondent no.1 was not interested to execute the sale agreement and the appellant was advised to return back the advance amount. The appellant further stated in her reply that when the matter stood thus, she received the message of respondent no.1 for execution of the sale agreement in respect of the flat in question with a land share of 1.66 decimal. The appellant in the said letter denied to have ever negotiated with the respondent no.1 for the sale of the flat in question with a carpet area of 1250 sq. ft. and also not to have promised her a land share of 1.66 decimal in the project land. With regard to her denial, the appellant reasoned that as BRIT had only approved a carpet area of 702 sq. ft. and the said extent of area was also approved by the ORERA, it was not possible on her part to execute the sale agreement for the flat in question with a carpet area of 1250 sq. ft. and undivided share of 1.66 decimal in the project land. Further, in the letter dtd. 4.8.2022 the appellant had made it clear that while she was ready to execute the sale agreement for the flat in question with a carpet area of

702 sq. ft., she would return back the advance amount to the respondent no.1 if she did not intimate her within seven days of the date of receipt of the said letter dtd. 4.8.2022. In response to the letter dtd. 4.8.2022 of the appellant, the respondent no.1 categorically alleged that the appellant had shown her the under construction flat no.403 with a carpet area of 1250 sq. ft. and completely bounded land of 33.2 decimal. Making it clear that she had never communicated her un-interestedness in executing the sale agreement and had also never asked for refund of her money, the respondent no.1 accused the appellant of spreading falsehood and claimed that on physical verification, the carpet area of the flat allotted to her could be found as 1250 sq. ft. Subsequent to the aforesaid correspondences between the appellant and the respondent no.1 followed by a legal notice to the respondent no.1 by the appellant on 2.9.2022, the amount paid by the respondent no.1 was refunded to her, as alleged in the complaint petition.

With the aforesaid facts in the back-ground, it is to be noted that the building plan approval dtd. 28.2.2020 by the BRIT, Balasore in respect of the project has not been produced, but from the correspondences by the Special Planning Authority, Balasore Municipality to the appellant it is clear that the appellant has constructed the flats of the project in contrary to the aforesaid plan approval of the BRIT. The letter dtd. 21.3.2023 of the Special Planning Authority, Balasore reveals that on physical verification of the appellant's S+4

storied residential apartment building on Plots No.440/1631 and 440/1632 of Padhuanpada mouza, he was found to have constructed twenty 3 BHK flats on three plots comprising an area of 33.2 decimal instead of the approved construction of 2 BHK flats on an aggregate area of 22.5 decimal. In the said letter dtd. 21.3.2023, the Special Planning Authority revoked the licence granted earlier for the construction of the project. Subsequently, vide letter dtd. 15.5.2023 and reminding letter dtd. 1.7.2023 the Special Planning Authority directed the appellant to regularize the plan with regard to the actual construction of twenty 3 BHK flats on three plots comprising an area of 33.2 decimal. The appellant complied with the direction of the Special Planning Authority by submitting the revised building plan, but in his letter dtd.2.12.2023, the Special Planning Authority, Balasore Municipality intimated the appellant that the revised building plan submitted by the appellant on 10.11.2023 for approval of the deviations made in the project was rejected on the grounds that the land area of 24.2 decimal was not sufficient as per the FAR rule, no provision was made for separate reserved water tank, there was no space for landscape greenery, children's play area etc. and the road adjoining to the project was less than 9 meters in width. In the said letter, the Special Planning Authority had asked the appellant to submit a revised plan with a total plot area of 33.2 decimal, which was found on physical verification by his office and was accordingly intimated to the appellant vide notices dtd.

21.3.2023, 15.5.2023 and 1.7.2023. It is further seen that, in a subsequent correspondence i.e. letter no.3319 dtd. 25.4.2024 the Special Planning Authority, Balasore Municipality had also intimated the appellant that in view of the deficiency in the width of the road in front of the project, the conditional approval granted to the project was revoked till further direction. Though the learned ORERA in the impugned order has categorically observed that, later the promoter obtained the revised plan of the building by approaching the BRIT and paying penalty, but no material on record has been referred to in this regard. The revalidation of the initially approved plan appears to be not correct in view of the aforesaid facts emerging from the correspondences of the Special Planning Authority, Balasore Municipality and the Full Bench of this Tribunal vide order dtd. 8.5.2026 passed in O.As No.142 to 149 of 2024 involving the same project and the same promoter has also come to the finding that, there is no document available to show that the plan of the project has been revalidated by the competent authority.

No material has been produced by the respondent no.1-allottee to show that the actual carpet area of the flat in question available at the site is 1250 sq. ft. Undisputedly, the respondent no.1 has paid an amount of Rs.38,45,375/- even after allotment letter was issued to her on 16.8.2021 which showed that the carpet area of the flat allotted to her was 702 sq. ft. However, rule 8 (2) of the Odisha Real Estate (Regulation &

Development) Rules, 2017 provides that, *any application letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder,* and therefore, the fact of payments made by the respondent no.1 even after the issuance of the aforesaid allotment letter does not lead to the necessary conclusion that she is forbidden to claim execution of the sale agreement with a consideration price of Rs.53,00,000/- for the flat allotted to her, which according to her is of a carpet area of 1250 square feet, as shown by the appellant. Construction of the project in contravention of the plan approved by the BRIT being clear from the aforesaid correspondences of the Special Planning Authority, Balasore Municipality, it is to be understood that such contravention is not an overnight development. According to the appellant, the approved carpet area was 702 sq. ft. for each of the twenty flats, but the fact remains that instead of constructing the approved twenty 2 BHK flats she has constructed an equal number of 3 BHK flats. The appellant has not claimed that, at the time of booking of the flat in question and issuance of allotment letter dtd. 16.8.2021 he had made available to the respondent no.1 the sanctioned plan, layout plan, alongwith specifications in respect of the project, approved by the competent authority, and as such he has not complied with the

requirement u/sec. 11 (3) (a) of the Act, 2016, but it is also a fact that, while receiving the booking amount from the respondent no.1 the appellant had not claimed the carpet area of the flat in question to be 1250 sq. ft. in any notice, advertisement or prospectus and so he can not be said to have violated his obligation u/sec. 12 of the Act, 2016. However, having received an amount of Rs.38,45,375/- the appellant has certainly violated section 13 (1) of the Act, 2016 as he could not have accepted a sum more than Rs.5,30,000/- (10% of the agreed cost of the flat in question) towards booking, without first entering into a written agreement for sale with the respondent no.1 and registering the said agreement for sale under the existing law. As already mentioned earlier, the respondent no.1 though has not been able to successfully prove the alleged initial representation of the appellant about the 1250 sq. ft. carpet area of the flat in question by proving any document like brochure, advertisement, booking form or any correspondence showing the carpet area of the flat in question to be 1250 sq. ft. among the project particulars. However, construction of the project in contravention of the approved building plan having been fully established from the aforementioned correspondences of the Special Planning Authority, Balasore Municipality, there remains no doubt that at the time of receiving the booking amount from the respondent no.1 and issuing her the allotment letter it was well within the knowledge of the appellant that the actual carpet area of the flat in question

available at the site was not 702 sq. ft. as per the approved plan, but more than that. At the same time, mentioning the carpet area of the flat in question as 702 square feet in the allotment letter dtd. 16.8.2021 appears to be as per the claim of the appellant that 702 sq. ft. was the carpet area of each of the 20 flats as per the approved plan for the project at the relevant time. When it is the plea of the appellant that, as per the approved plan of the BRIT, Balasore, twenty flats, each of 702 sq. ft. carpet area, were to be constructed, but she is actually found to have constructed twenty 3 BHK flats on a land area of 33.2 decimal instead of the approved 22.5 area of land, the carpet area of each of the twenty 3 BHK flats constructed in contravention of the approved plan is certainly more than 702 square feet.

It is notable that, in deciding O.As No. 142 to 149 of 2024 involving the same project and same promoter, vide order dated 8.5.2026, the Full Bench of this Tribunal on the basis of the notices dtd. 4.6.2025 and 5.6.2025 issued by the promoter to eight allottees of the project and the ESCROW account statement in respect of six of those allottees showing payment of enhanced prices by them, came to the finding that the area of the concerned flats had been enhanced to 1024 sq. ft. It is further observed by the Tribunal that the increase in the areas of the flats is agreed upon by the promoter during the course of the hearing of these appeals and the documents showing the flats of the aforesaid six allottees to have 1024 square feet carpet

area have not been disputed by them. Accordingly, the Full Bench of this Tribunal held the allottee-appellants of the aforesaid eight appeals to be liable to pay the balance amount taking the carpet area of their flats to be 1024 square feet.

7) From the entire discussion made in the preceding paragraph, we are of the opinion that, the carpet area of the flat in question, which was shown to be 702 sq. ft. in the allotment letter dtd. 16.8.2021, is certainly more than that consequent upon the contravention of the approved plan by the appellant in constructing twenty 3 BHK flats instead of the approved 2 BHK flats of equal number. In view of our findings in the aforesaid eight appeals, the carpet area of the flat of the present case is also held to be 1024 sq. ft. The cancellation of allotment of the flat in question and refund of the entire money paid by the respondent no.1 towards part consideration price is not in accordance with law and as already mentioned earlier the appellant herself has violated sec. 13 (1) and Sec. 14 (1) of the Act, 2016. However, in absence of any evidence, the bare claim of the respondent no.1 that the consideration price of the flat allotted to her was negotiated at Rs.53,00,000/- for a carpet area of 1250 square feet is not acceptable as on the date of allotment i.e. 16.8.2021 the approved carpet area of the flat according to the appellant was 702 square feet and accordingly it was reflected in the allotment letter. The respondent no.1 was well aware of the fact of mentioning of the carpet area as

702 square feet in the allotment letter when she paid the amount of Rs.38,45,375/- to the appellant when agreement for sale in respect of the flat allotted to her had not been executed and registered for more than 9 months after the allotment. Therefore, it cannot be held that the flat cost of Rs.53,00,000/- mentioned in the allotment letter dtd. 16.8.2021 is for a carpet area of 1250 square feet. The respondent no.1 is therefore entitled to the execution of sale agreement in respect of the flat in question, for a carpet area of 1024 sq. ft., but subject to approval of the revised plan of the project by the competent authority.

Admittedly, the appellant has refunded back the entire amount of Rs.40,45,375/- which she had received from the respondent no.1 and therefore after execution of the agreement for sale in respect of the flat for a carpet area of 1024 square feet the appellant shall receive the consideration amount from the respondent no.1 for the said extent of carpet area, which is to be calculated proportionately taking into the price of Rs.53,00,000/- for 702 sq. ft. The respondent no.1 shall have to pay the total consideration amount as calculated above to the appellant by the time of execution of the conveyance deed.

8) Accordingly, the appeal filed by the promoter on the grounds mentioned in para-4 of this order being devoid of any merit stands dismissed on contest against the respondents.

Send a copy of this order alongwith records of the complaint case to the learned ORERA for information

and necessary action. Also send a copy of this order, each to the appellant-promoter and respondent no.1-allottee.

Shri S.K.Rajguru
(Judicial Member)

(Dr. B.K.Das)
td (Tech./Admn. Member)