

**BEFORE THE
REAL ESTATE REGULATORY AUTHORITY, PUNJAB
AT CHANDIGARH**

**File No. 30/M(SG)
GC No.11102018
Date of filing: 04.12.2018
Date of decision: 07.08.2020
PBRERA-SAS80-PR0093**

J.N. Singh r/o 312/2, Rani ka Bagh, Simla Road, Nahan Distt. Sirmour,
Himachal Pradesh-173001

...Complainant(s)

Versus

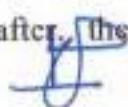
M/s. Manohar Infrastructure and Constructions Pvt. Ltd., SCO 139-141,
Level-1, Sector 17-C, Chandigarh-160017.

...Respondent

Present:- Complainant in person.
Sh. Tarninder Singh, Director of the promoter/respondent company
alongwith Sh. Dinesh Madra & Sh. Manmohan, counsels for the
respondent.

ORDER

The complainant submitted an "Expression of Interest" (annexure C-1 of the complaint) in respect to a Plot measuring 250 sq. yd. in project titled as "The Palm (Palm Springs/Palm Eco/Palm Garden/Villas)" of the respondent, on 26.03.2012. The basic sale price of the plot was Rs.46,25,000/- and in addition to EDC and PLC charges. He remitted a sum of Rs.23,12,500/- vide Cheque No. 098555 Dated 26.03.2012 drawn on State Bank of India.

The complainant further made a payment of Rs.10,00,000/- vide cheque No. 406285 dated 09.01.2018, (copy attached as annexure C-3) with the complaint. Thereafter, the complainant received a copy of customer ledger account dated 29.01.2018 (annexure C-5 of the complaint) which was maintained by the respondent indicating the area of the plot, BSP rate and total BSP amount, EDC charges and also the details of the payments received from the complainant till that date and the amount outstanding towards the complainant. In response to the same, the complainant submitted a letter dated 02.02.2018 with the subject cited as "Preference Request", annexed as annexure C-5 with the complaint. The letter stipulates various conditions i.e. PLC charges @ 10% per sq. yd. for PEC-14 selected by the complainant as well as EDC charges @ Rs.4,000/- per sq. yd. as agreed by the complainant. This letter was duly signed by the complainant and counter signed by the respondent. Thereafter,  the complainant requested the

respondent on 06.08.2018 (annexure R-1) in writing for adjustment of Rs.10,00,000/- paid against PEC-14 i.e. plot in question to PGH-45 (Plot No. 702).

The complainant filed the present complaint on 04.12.2018 and alleged that he has so far paid an amount of Rs.33,12,500/- which is approximately 80% of the total amount. He further alleged that the possession of the plot was promised in the month of March, 2015 but despite a delay of 44 months the possession has not been offered to him. He accordingly sought the following reliefs:-

"In view of the facts mentioned in preceding paragraphs, the complainant prays for the following relief(s):-

- i. To give necessary directions to the respondents for delivery of possession of plot along with interest for delay in delivery of possession till realization as per the provisions of Sec. 18 and Sec.19(3) of the RERA Act read with Rule 16 of PSRE(R&D)Rules,2017.*
- ii. To impose penalty upon the respondents as per the provisions of Section 60 of RERA Act for willful default committed by them.*
- iii. To impose penalty upon the respondents as per the provisions of Section 61 of RERA Act for contravention of Sec.12, Sec.14, and Sec. 16 of RERA Act.*
- iv. To issue directions to make liable every officer concerned i.e. Director, Manager, Secretary, or any other officer of the respondent's company at whose instance, connivance, acquiescence, neglect any of the offences has been committed as mentioned in Sec.69 of RERA Act,2016 to be read with Punjab RERA Rules,2017.*
- v. To recommend criminal action against the respondents for the criminal offence of cheating, fraud and criminal breach of trust under section 420,406 and 409 of the Indian Penal Code.*
- vi. To issue direction to pay the cost of litigation.*
- vii. To issue direction to pay the compensation to complainant for compensation for his mental agony, pain and harassment.*
- viii. Any other relief which this Hon'ble Authority deem fit and appropriate in view of the facts and circumstances of this complaint."*

On receipt of the complaint a notice was issued to the respondent for appearance and reply for 13.02.2019. The following is the sequence of events in regards to the complaint starting from 16.01.2019:-

13.02.2019 Both the parties came present and respondent was explained about the contraventions alleged to be committed and the respondent did not plead guilty and wanted to contest the complaint. Counsel for the respondent sought time for filing of reply. Accordingly, he was directed to file same on or before 28.02.2019 alongwith a copy of the same to the complainant.

In the meanwhile, counsel for the respondent filed his reply dated 28.02.2019.

05.03.2020 Court was not being held due to other important engagements and matter adjourned with direction to the counsel for the complainant to file rejoinder, if needed, one week prior to the next date of hearing.

27.03.2019 Counsel for the complainant submitted that complainant is not pressing for the relief of compensation and he prayed for hearing by this bench. He further stated that he shall have the liberty to file a case for compensation at later stage in form 'N'. None came present for the respondent and requested through email for adjournment. Counsel for the complainant also sought time for filing rejoinder.

02.05.2019 Complainant sought time for filing of rejoinder.

23.05.2019 Complainant alongwith proxy counsel submitted that he is not filing any rejoinder and requested to adjourn the matter and fix it for arguments. Accordingly, matter adjourned.

24.06.2019 Complainant submitted in writing that he has withdrawn his power of attorney issued in favour of his counsel in respect to the present complaint and wanted to pursue his case by his own. He further sought adjournment.

23.07.2019 Counsel for the respondent showed his willingness to explore the possibility of mutual settlement by sitting together on 05.08.2019 at 11.00 A.M. at the office of respondent to which the complainant

consented and matter adjourned to review the possibility of mutual settlement, if finalized, otherwise for arguments.

- 04.09.2019 Authorized representative for the respondent submitted that there are still some issues which are to be discussed between both the parties for finalization of the mutual settlement and sought adjournment, to which complainant consented.
- 12.09.2019 Another new counsel came present and filed his power of attorney alongwith complainant. Both the parties again agreed to explore the possibility of mutual settlement, if any, otherwise, counsel for the respondent shall produce evidence in regards to calculation of EDC and proof of deposit of the same with the Competent Authority alongwith reasons for amended definition of PLC and also justification for introducing IDC at a belated stage, without the prior consent of the buyers. In case mutual settlement is not arrived at, the matter shall be argued on merits with specific reference to the demand of EDC, IDC and PLC and payment of interest for the period of delay in offering possession and matter was adjourned accordingly.
- 11.10.2019 Counsel for the complainant sought time to study the reply and the documents attached. Accordingly, matter adjourned.
- 25.11.2019 Proxy counsel for the respondent sought adjournment on account of pre-occupation of the arguing counsel, to which counsel for the complainant consented. Proxy counsel for the respondent was directed to provide documentary evidence in respect to EDC Charges based on the actual payment required to be made by the respondent to the competent authority. Matter adjourned.
- 06.12.2019 Counsel for the respondent sought adjournment for filing the documentary proof in respect to EDC charges. Counsel for the complainant submitted that after receipt of documentary evidence, from the respondent, he will make his final submissions. Matter adjourned.

- 12.12.2019 Proxy counsel for the respondent sought adjournment on account of pre-occupation of the arguing counsel.
- 13.01.2019 Proxy counsel for the respondent sought adjournment for filing the documentary proof & additional evidence. Matter adjourned.
- 10.02.2020 Complainant submitted that he has withdrawn his power of attorney issued in favour of his new counsel in respect to the present complaint and wanted to pursue his case by his own. He further submitted a copy of written arguments. Counsel for the respondent requested to provide last opportunity to explore the possibility of mutual settlement, to which complainant consented and matter adjourned.
- 27.02.2020 The counsel for the respondent submitted a communication of GMADA vide No.GMADA-DTP-Mega-2015/1803 Dated 18.06.2015 of demand notice for deposit of dues of Mega Residential Project "The Palm" at Village Dhanauran and Mastgarh (LPA Mullanpur, New Chandigarh), Distt. SAS Nagar and admitted that plot in question is not ready for offer of possession, as the development work at the site is still not complete. He stated that the respondent is willing to offer an alternate plot at a location where the possession can be offered and also taken by the complainant with all the development works complete. He made a conditional offer in this regard subject to the payment of the balance amount as claimed/demanded by the respondent. The complainant argued that he has already raised an objection to the demand made by the respondent in respect of IDC etc. and as such objected to a conditional offer. He further argued for offer of a specific plot number on the next date of hearing to enable him to check if the plot is fit for possession or not. The counsel for the respondent consented for the same and further gave an undertaking that in addition to offer of a specific plot number, he will also send details alongwith justification for the demand raised by the respondent, by a way of email at email thakurjipapers@live.in to the complainant by 11th March, 2020 positively. Both the parties agreed to conclude the arguments on the next of hearing, alongwith submission of documentary evidence, if any, in support of their submissions.

16.03.2020 Counsel for the respondent sought adjournment. Complainant came present and informed that he had received a copy of calculation sheet alongwith plot buyer's agreement from the respondent's side through email which is detailed and requires further examination. He further stated that he is willing to get the conveyance deed executed in regards to possessionable plot, in case plot is ready and an offer is made by the respondent, subject to final settlement of the other terms & conditions. Accordingly, matter was adjourned.

DUE TO COVID-19 ONGOING PANDEMIC CRISIS MATTER LISTED FOR 18.6.2020.

18.06.2020 Counsel for the respondent sought adjournment as the counsel for the respondent had self-quarantined himself upto 26.06.2020. Accordingly, in the interest of public safety and society, matter adjourned for 01.07.2020.

01.07.2020 The matter was takenup for detailed arguments on 01.07.2020 on which date the son of the complainant appeared on behalf of complainant and after detailed arguments by both the sides the following was mutually resolved:-

1. *The respondent offered to waived off EDC @ Rs.1500/- per sq. yards as against Rs.4000/- per sq. yards demanded from the complainant, which the representative for the complainant accepted.*
2. *By 10th July, 2020 the respondent shall make an offer of possessionable plot by intimating him the specific plots number on his email id and shall hand over a copy of the agreement to sell in respect of the same, if acceptable to him, on the next date of hearing.*
3. *The respondent made the conditional offer for plot subject to payment of the entire balance amount, by the complainant, within 15 days of the offer, to which the complainant consented.*
4. *The counsel for the respondent further submitted that in case they are unable make a definite offer by 10th July or next date of hearing, they shall reschedule the payment plan and gave an undertaking that the offer of possession shall definitely be made on or before 31st March, 2021 and a new payment plan shall be*

submitted on the next date of hearing, keeping in view the extended period sought by them. The representative for the complainant agreed to the offer."

Accordingly, the matter was today taken-up for final arguments and for a followup of the decision taken on the previous date of hearing.

Pertinent to mention here that this Authority, on 14.07.2020 decided that hearing in all cases relating to complaints U/s. 31 are being adjourned w.e.f. 15.07.2020, in public interest. These hearings shall be resumed w.e.f. 17.08.2020 and in case any party wishes to have a matter heard early, the reasons for seeking an out-of-turn hearing be submitted. The complainant came present today and submitted that he is a senior citizen and had come from Nahan (Himachal Pradesh) for this case only. He further requested to argue the matter as the counsel for the respondent as well as Director of the respondent's company were also present. Counsel for the respondent also consented to the same. In the interest of justice, request of both the parties was allowed and this bench decided to proceed with the matter further.

The respondent alongwith his counsel made the following submissions:-

- a. The respondent in his argument referred to annexure C-1 i.e. expression of interest dated 26.03.2012, duly signed by the complainant, vide which the complainant remitted a sum of Rs. 23,12,500/- for the residential plot. The last condition mentioned in the expression of interest was referred to which is reproduced below:-

"By signing this Expression of Interest (EOI) I confirm that I have read the terms mentioned herein.

Please Note: EDS and PLC charges will be addition to the rates quoted. There shall be additional cost for maintenance etc."

- b. The counsel for the respondent alongwith the respondent in person argued that the complainant has also consented to pay both the PLC charges as well as the EDC charges demanded from him by way of a copy of the customer ledger account handed over to him 29.01.2018 (annexure C-5) by signing the consent letter on 02.02.2018 which the complainant himself has attached as annexure C-4 with his complaint. They argued that the complainant has nowhere denied having signed this consent letter.

- c. Further, the respondent referred to annexure R-1 of his reply which is a copy of the request from the complainant regarding adjustment of Rs.10,00,000/- from his file No. PEC-14 (plot in question) to PGH-45 (plot no. 702) indicating that till 06.08.2018 he had no issue/objection to the demand of the payments from him which were made as per ledger details of 29.01.2018 (annexure C-5) and his preference request letter dated 02.02.2018 (annexure C-4) as he has nowhere raised any objection to the demands against which he has got one of the payments of the plot in question adjusted against another plot, also in his name, the possession of which he was keen to take while he requested for delaying the possession of the plot in question on account of his inability to make the balance payment due to financial difficulties.
- d. The respondent further invited attention to the last para of the request letter dated 06.08.2018 (annexure R-1) annexed with the reply as annexure R-4 which is reproduced below:-

"as I have no objections for the same and have already completed all the required formalities. This is done with my own free will and without any coercion."

He stated that he has clearly mentioned after a gap of 6 months from the demand made in his preference request that he has already completed all formalities and is doing the transfer of funds from the plot in question to another with his own free will and without coercion. As such he argued that there is no substance in the assertion of the complainant that the letters dated 02.02.2018 and 06.08.2018 were given under any coercion.

- e. The respondent argued that as a promoter he is liable to develop the project subject to the timely payment of the due instalments by the allottees as provided U/s. 19 (6) of the Act. He averred that the complainant did not make any payment for 6 years after making the initial payment in 2012. In the absence of timely payments by the complainant, despite repeated reminders, he was not liable to offer him possession. However, he made a conditional offer in respect of plot no. 704E, the possession of which he was willing to offer by 31.10.2020 subject to the condition that the complainant shall sign the buyer's agreement and make 95% of the total payment within 15 days of the offer. The balance 5% amount shall be payable at the time of actual possession.

- f. As a goodwill gesture and one time exception the respondent offered to reduce the demand in respect of EDC by Rs.1500/- per sq. yards. from Rs.4000/- per sq. yd. as mentioned in the copy of customer ledger account dated 29.01.2018 for which the complainant signed a preference request on 02.02.2018 and made the necessary transfer of funds from plot in question to other plot no. 702, also in his own name vide his request letter dated 06.08.2018.
- g. The respondent submitted documentary evidence in regards to charging of EDC @ Rs.4000/- per sq. yards. from other similar allottees and also proof of receiving payment for the same.
- h. The respondent further argued that in case the complainant fails to agree to the fresh offer in respect of possessionable plot, he shall be at liberty to allot the same to a third party as he could not indefinitely hold the possessionable plots in the absence of timely payment of dues.
- i. The respondent argued that he received a demand notice on 18.06.2015 for deposit of dues of the mega residential project "The Palm" in respect of EDC, license fee, urban development fund, social infrastructure fund and cess for PR-4. Based on the demand for EDC raised by GMADA they submitted a calculation sheet with the written arguments claiming that the EDC payable by them works out to Rs.2,398/- per sq. yard, plus Rs. 567/- per sq. yards. towards Licensee Fee, Interest on L.F., UDF, SIF, PR-4 Cess, Interest on PR-4 Cess etc. making a total of Rs.2,965/-.
- j. The respondent argued that the complainant visited their office in 2018 to get an amount of Rs.10.00 lakh transferred from present plot in question PEC-14 to plot no. 702 (PGH-45) also in his own name.
- k. The respondent argued that the complainant had made a request in the year 2018 that he was unable to make payment for all the 3 plots due to his financial difficulties and requested the respondent to adjust Rs.10.00 lakhs from PEC-14 i.e. plot in question to PGH-45 (Plot No. 702). He further made a request to them that he wants to wait for the plot in question as he is short of funds. However, subsequently he filed the present complaint after getting the sum of Rs.10.00 lakh adjusted towards the other plot in his own name. He also filed complaints in respect of remaining 2 plots, including the one for which he requested for delayed possession on account of non-availability of funds and the other plot in his own name against which he

transferred Rs.10,00,000/-. He alleged that he agreed to the adjustment only on the request of the complainant for sympathetic consideration and subsequently filing of complaints are both unethical and illegal.

At the outset, the complainant refused to accept the decisions taken on the previous date of hearing and stated that his son was forced to agree to the decisions taken with mutual consent. He made the following submissions:-

- a. The offer of a new possessionable Plot no. 740E made by the respondent by way of an offer letter submitted before the court today was not acceptable to him.
- b. The offer of discount of Rs.1500/- per sq. yard. from the demand of EDC @ Rs.4000/- per sq. yds. as per the copy of customer ledger dated 29.01.2018 cited as annexure C-5 and letter for preference request dated 02.02.2018 signed by the complainant was not acceptable.
- c. The offer of the respondent offering the possession of the plot by 31.10.2020 was acceptable to him.
- d. The condition of the respondent while making the offer of possessionable plot that the complainant signs the plot buyers agreement and make 95% of the total payment within 15 days of the signing of the same was not acceptable to him.
- e. The respondent gave an undertaking that the proposed plot buyer agreement is as per the agreement to sell provided as ANNEXURE A of the Punjab State Real Estate (Regulation & Development) Rules, 2017 as provided under sub Rule (1) of Rule 8. The complainant insisted that he will not sign the printed plot buyers agreement proposed by the respondent but will only sign copy of the agreement to sell as per ANNEXURE A of the Rules on a copy which he had himself downloaded.
- f. The complainant refused to make 95% payment till he is paid interest for the delay in offering him possession and also reducing the demand for EDC as per calculations submitted by him based on a notification of the department of Housing and Urban Development dated 22.06.2010 vide which the complainant calculated the EDC liability to be Rs.578.60 per sq. yards only as against a calculation of a higher amount by the respondent

based on a demand notice dated 18.06.2015 for deposit of dues of Mega residential project "The Palm" of the respondent.

- g. The complainant refused to agree to adjustment of all pending dues at the time of taking over possession and argued for prior payment of interest etc. and a revised demand letter only after which he was willing to give his consent to the offer of possession.
- h. The complainant argued that he had signed the consent letter of 02.02.2018 (annexure C-4) only under coercion and he does not stand by the same.
- i. The complainant also stated that a letter with the subject "adjustment of amount" from PEC-14 i.e. plot in question to PGH-45 (Plot No. 702) duly signed by him on 06.08.2018 (annexure R-1) was also done under coercion and he does not stand by the same.

Both the complainant and respondent have been heard at length and the contents of the complaint, reply of the respondent and written arguments have been thoroughly examined and the following is observed:-

- i. All documents in regards to the purchase of the plot in question and also 2 more plots, including one plot in his own name and one plot in the name of his son-in-law, have been signed by the complainant, thus indicating a common interest of the complainant in all three plots in respect of which 3 different complaints have been filed.
- ii. Based on an expression of interest dated 26.03.2012, the complainant agreed to buy a residential plot measuring 250 sq. yard in the project "The Palm (Palm Springs/Palm Eco/Palm Garden/Villas)". The same was duly signed by him on 26.03.2012 alongwith the terms and conditions mentioned in the expression of interest. One of the conditions mentioned in the said expression of interest was "EDC & PLC charges will be in addition to the rates quoted. There shall be additional cost for maintainence etc."
- iii. The complainant made an initial payment of Rs.23,12,500/- vide Cheque No. 098555 Dated 26.03.2012 drawn on State Bank of India to the respondent.
- iv. Cheque No. 098555 Dated 26.03.2012 bounced and the complainant further made the payment through RTGS on 05.04.2012.

- v. Subsequently, on 6th June, 2014, the respondent intimated the complainant to deposit an amount of Rs.11,56,250/- before 30th June, 2014 to proceed further on the request of complainant and allotment of his registration number. The respondent has also enclosed the Indian postal receipt in respect of sending the above communication, but the complainant did not make the payment.
- vi. After approximately 3 ½ years later, on 09.01.2018, in response to demand notice dated 6th June, 2014, the complainant made a payment of an amount of Rs.10,00,000/- vide Cheque No. 406285 dated 09.01.2018 drawn at Punjab National Bank.
- vii. The extract of customer ledger (annexure C-5) dated 29.01.2018 annexed alongwith complaint is as below:-

File No.	Area	BSP Rate	BSP	EDC Charges	PLC Charges	BSP Recd.	EDC Recd.	PLC Recd.	Due for 05%	Due for 100% EDC	Due for 100% PLC	Due till 29.01.2018
PEC-14	250	18500/-	4625000/-	1000000/-	0	3312500/-	0	0	1081250/-	1000000/-	0	2081250/-

- viii. After making additional payment of Rs.10,00,000/-, on 02.02.2018 the complainant wrote a letter for "preference request" (annexure C-4) to the respondent, duly signed by him, in which he had agreed to pay PLC @ 10% per sq. yards and development charges (EDC+IDC) @ Rs.4000/- per sq. yards in addition to agreeing to other conditions.
- ix. Further, on 06.08.2018 the complainant made a written request to the respondent for adjustment of Rs.10,00,000/- paid against plot PEC-14 (plot in question) to PGH-45 (Plot No. 702) also in his own name. The complainant specifically mentioned in the written request that this is being done with his own free will and without any coercion.
- x. No buyers agreement has been signed so far despite offer for the same by the respondent today during the proceedings on account of refusal of the complainant to sign the printed buyers copy presented by the respondent.
- xi. The complainant made payment of an initial amount of Rs.23,12,500/- on 05.04.2012 after signing expression of interest and paid an additional amount of Rs.10,00,000/- on 09.01.2018. Thereafter, he did not make any payment towards the balance amount

- xii. However, the complainant got Rs.10.00 lakh transferred out of this amount to the other plot on 06.08.2018.
- xiii. The net amount paid by the complainant after adjustment was Rs.23,12,500/- and not 33,12,500/-.
- xiv. Based on the consent given by the representative of the complainant on the last date of hearing, the respondent today made an offer of a possession plot no. 740E subject to the condition that 95% of the total payment is made within 15 days of offer of possessionable and signing of plot buyers agreement to which the complainant did not agree.
- xv. The respondent today offered to hand over a copy of the printed buyers agreement in respect of possessionable plot no. 740E but the complainant refused to sign the same.

Based on the above observations, the following is hereby ordered:-

- i. The complainant is directed to give his written consent or written refusal, within 30 days, to the offer of possessionable plot No.740E for which the respondent has given an undertaking that the possession shall be handed over by 31.10.2020.
- ii. Since the complainant has refused to accept the offer of reduction in the EDC Charges from Rs.4000/- to Rs.2500/-, he shall be liable to make the balance payment of BSP alongwith payment of EDC & PLC as per agreed terms and conditions, as mentioned in the initial expression of interest and letter of preference signed on 02.02.2018 and request letter dated 06.08.2018 for adjustment of amount from PEC-14 to PGH-45.
- iii. In view of the fact that the complainant got a sum of Rs.10,00,000/- transferred from plot PEC-14 (plot in question) to plot No. 702, both of which were in his own name, clearly establishes his intent to take possession of only one plot i.e. plot no. 702 and not the present plot in question, in view of deficiency of funds. The complainant instead of seeking possession of the plot, at the time of adjustment of funds, filed a complaint alleging contraventions in regards to demand of EDC & PLC although he had consistently agreed to pay the same

right from the initial expression of interest signed in 2012 and subsequent documents signed in February, 2018 & August, 2018. Hence, no relief of interest for delayed possession can be granted to him as he himself has deliberately refused to sign the buyers agreement and also himself made a request for delay in offer of plot relating to the present complaint as there was no other justification for transferring Rs.10,00,000/- from the present plot in question to another plot in his own name. In view, thereof, no interest is payable by the respondent for the alleged delay in offer of possession.

- iv. The principal of 'estoppel' shall apply, in regards to prayer for reduction in the amount of EDC & PLC charges, against the complainant, as he has repeatedly given undertakings to make payments based on expression of interest signed by him in 2012 and preference request letter of Feb, 2018 and adjustment of amount from PEC-14 to PGH-45 of Aug, 2018 and now he cannot seek fresh set of conditions to be imposed.
- v. In case the complainant is not willing to take possession of the plot then he may seek refund of the amount paid by him, by filing a fresh complaint, as provided under the Act and the Rules & Regulations made thereunder.
- vi. No case for penalty U/s. 60 of the Real Estate (Regulation & Development) Act, 2016 is made out as the complainant could not prove the same.
- vii. No case for imposition of penalty U/s. 61 of the Real Estate (Regulation & Development) Act, 2016 for contravention of Sections 12, 14 & 16 is made out as the complainant could not prove the same.
- viii. No case is made out in regards to taking action against various functionaries of the respondent company as per section 69 of the Act as the complainant failed to prove the same.

- ix. As regards the relief of the criminal action against the respondent, the complainant may approach the competent authority in this regard.
- x. No other relief is made out.

The complaint is accordingly disposed off. File be consigned to record room and copy of order be provided, free of cost, to both the complainant(s) and the respondent.

Chandigarh
Dated: 07.08.2020


(SANJIV GUPTA)
Member 07/08/20
RERA, Punjab