

BEFORE THE REAL ESTATE REGULATORY AUTHORITY HIMACHAL PRADESH AT SHIMLA

Complaint no: HPRERA2024020/c

In the matter of:-

- 1 Sh. Gaurav Sharma son of Sh. Satya Pal Sharma, Resident of B-19, Adarsh Apartment, Plot no-37, Sector-9, Rohini, New Delhi, North West Delhi, Delhi, 110085
- 2 Mr. Saurav Sharma son of Sh. Satyapal Sharma, Resident of B-19, Adarsh Apartment, Plot no-37, Sector-9, Rohini, New Delhi-110085

..... Complainant(s)

Versus

M/s Rajdeep & Company Infrastructure Private Limited, Resident of Hollywood Plaza, VIP Road, Zirakpur, Chandigarh, Chandigarh, 140603

.....Respondent

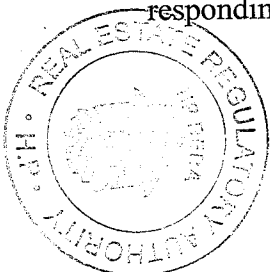
Present: Sh. Gaurav Sharma-complainant
Sh. Shakti Bhardwaj, Ld Counsel for the respondent promoter M/s
Rajdeep and co. Infrastructure Pvt. Ltd.

Final date of hearing: 28.11.2025

Date of pronouncement of order: 3.01.2026

1. FACTS OF THE COMPLAINT

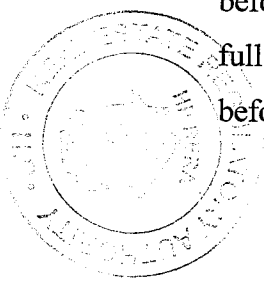
The complainant has submitted that he had applied for Flat No. 201, First Floor, 2BHK, Block-4 in the project "Residency Himalaya", Upper Bharari, Shimla, being developed by M/s Rajdeep & Infrastructure Private Limited, Hollywood Plaza, VIP Road, Zirakpur-140603. As per the Builder Buyer Agreement dated 14.05.2018, particularly Clause 29, the respondent had undertaken to hand over possession of the said unit on or before 30.06.2020. It is stated that the complainant has already paid an amount of Rs. 30,54,000/-, which is more than 50% of the total sale consideration. However, despite receipt of substantial payment, the respondent has neither handed over possession till date nor issued the Allotment Letter. The complainant has further averred that the respondent is not responding to his calls or email communications. In view of the above facts, the complainant



has prayed for directions to the respondent to hand over possession of the allotted flat immediately.

2. REPLY TO THE COMPLAINT

The respondent has raised several preliminary objections on the ground of cause of action, locus standi estoppel as well as maintainability. The respondent further contended that the complaint does not disclose the legal provision under which the complainant has approached this Authority and does not contain the necessary facts, particulars, or details of the events in question. Hence, the complaint being non-maintainable is liable to be dismissed at the threshold. It is contended that the complainant and his brother approached the promoter/respondent vide application dated 28.04.2018 agreeing to the terms and conditions as set out in the application for the allotment of Apartment No. 301, Tower G, Third Floor, with an approximate area of 980 square feet, at the price specified in the allotment letter i.e. Rs. 50,16,000/-. As per the Agreement for sale dated 14.05.2018, the amount payable by the complainant towards the absolute sale and conveyance of the apartment was detailed in the Allotment Letter and the Payment Plan. The complainant made an initial payment of Rs.12,54,000/-, duly acknowledged by the respondent, while the remaining installments were payable upon issuance of demand notices corresponding to various stages of construction. The respondent further submitted that construction had to be stopped due to orders passed by the Hon'ble National Green Tribunal in Yogendra Mohan Sengupta, owing to which the Municipal Corporation, Shimla, could not process building maps. The complainant was informed throughout about these circumstances, which adversely affected the respondent far more than the complainant. It is further contended that upon restarting of construction in 2024, certain amendments became necessary in the tower at Residency Himalayas as per mandate of new HP RERA Rules. Accordingly, a demand notice dated 24.04.2024 and reminder dated 29.05.2024 were issued seeking payment of Rs. 19,06,080/-, however, the flat number mentioned therein was a typographical error, later clarified and corrected in subsequent documents, including the demand letter dated 11.06.2024 and allotment letter dated 17.06.2024, wherein the correct nomenclature was Flat No. 201, First Floor, Block-4 at Residency Himalayas. The complainant thereafter made part-payments of Rs. 5,00,000/- on 17.06.2024, Rs. 5,00,000/- on 28.06.2024, and Rs. 3,00,000/- on 01.07.2024, with outstanding balance of Rs.1,06,080/- for the 60% construction stage pertaining to the casting of the first slab. The respondent further stated that four more installments are outstanding before possession could be offered. A new agreement for sale dated 30.06.2024 provides that full and final possession, including completion of the approach road, shall be delivered on or before 31.12.2025, subject to weather conditions, material availability, and force majeure,



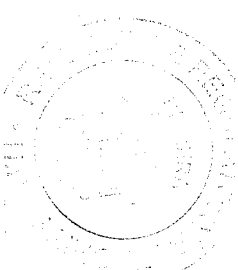
with a mutually agreed grace period of six months. The respondent further contended that the complainant is retaining both the old and new agreements and has refused to return any of them. Instead of paying the remaining installments or executing the new agreement, the complainant has filed this frivolous complaint to harass and coerce the respondent. According to the respondent, the construction has progressed proportionately to the payments received, and it is the complainant who is in default and is now attempting to shift liability through the complaint. The respondent claims to have offered all feasible options for allotment, but the complainant, for reasons best known to him, is neither returning the old agreement nor signing the new one nor making the required payments for possession. It is asserted that the complainant has approached this Authority with mala fide intent to harass the respondent, to evade his contractual obligations, and to secure the flat at a price lower than the prevailing market rate along with compensation. Accordingly, the respondent prays that the complaint be dismissed with exemplary costs and that any other appropriate order in favour of the respondent and against the complainant be passed in the interest of justice.

3. REJOINDER TO THE REPLY

Vide rejoinder filed, the Complainant has categorically denied all the allegations, averments and submissions made by the Respondent in his Reply and has asserted that the same are false, misleading, vexatious and devoid of merit. It is further stated that the Respondent has failed to place on record any cogent or convincing defence to justify the inordinate delay in construction and delivery of possession. The only defence raised by the Respondent is that certain alleged orders passed by the Hon'ble National Green Tribunal in Yogendra Mohan Sengupta's case prevented the Municipal Corporation Shimla from processing the building maps, which allegedly resulted in stoppage of construction. However, it is an admitted position that the Respondent has not placed on record any order passed by the Hon'ble NGT in the said case. Further, no communication, correspondence or order issued by the Municipal Corporation Shimla indicating non-processing of maps due to any NGT order has been produced. In the absence of any documentary evidence, the plea raised by the Respondent remains a bald assertion without proof. It is also denied that the complainant had failed to adhere to the demand letter dated 11.06.2024 seeking payment of Rs. 19,06,080/- and is therefore estopped from raising any grievance. However, it is averred that the Respondent has himself admitted the receipt of substantial payments made by the Complainant even after issuance of the said demand letter dated 11.06.2024. It is further submitted that the Complainant has paid an aggregate amount of Rs. 30,54,000/- towards the total sale consideration and despite receipt of such substantial consideration, possession of the allotted flat has not been delivered to the Complainant till date. The details of payments

have also been reflected in para 9 and the Complainant has thus paid more than 60% of the total consideration amount. The plea of the Respondent that the Complainant is a defaulter is not borne out from the record. It is further stated that the Respondent attempted to compel the Complainant to execute a new Agreement to Sell wherein the possession date was shifted to 31.12.2025 along with a further grace period of six months. It is also alleged that the Respondent unilaterally altered the description of the allotted flat from Flat No. 301, Tower-G, Third Floor, admeasuring approximately 980 sq. ft., as mentioned in the Agreement for sale dated 14.05.2018, to Flat No. 201, First Floor, Block-4, admeasuring 751.31 sq. ft., without the consent of the Complainant. It is further stated that Clause 29 of the Agreement for sale dated 14.05.2018 clearly stipulates a definite timeline for delivery of possession along with a grace period, thereby making time the essence of the contract. Clause 30 of the said Agreement further provides for payment of compensation/penalty at the rate of Rs. 5/- per sq. ft. per month for the entire period of delay in handing over possession. The Complainant has also referred to/ relied upon the order dated 10.04.2024 passed by this Authority in Satish Chandra Saxena v. M/s Rajdeep & Company Infrastructure Private Limited (Complaint No. HPRERA2022004/C), wherein penalty was imposed upon the same Respondent for similar defaults. It is further stated that the Respondent is offering alternative flats in other projects at higher rates instead of delivering possession of the originally allotted flat. Such conduct reflects an attempt to compel the Complainant to forego his contractual rights under the Agreement for sale dated 14.05.2018. The Complainant has also placed on record photographs of the project site indicating that no substantial construction activity is being carried out and the Respondent has also failed to respond to repeated emails and communications sent by the Complainant seeking updates of his grievances. This conduct further reflects neglect of contractual obligations on the part of the Respondent. As such, the complainant prayed for issuing appropriate orders directing a joint inspection of the construction site of the project "Residency Himalayas", Upper Bharari, Shimla, being constructed by the Respondent, in the presence of an officer of this Hon'ble Authority, and further be pleased to direct the Respondent to pay penalty to the Complainant at the rate of Rs. 5/- per sq. ft., as stipulated in the Agreement for sale executed between the parties and in terms of similar orders passed by this Hon'ble Authority in other cases.

- 4. WRITTEN SUBMISSIONS:** During the adjudication of matter both the parties were afforded to an opportunity to file written submissions. However, till date no written submission has been filed on behalf of the respondent nor verbal submissions were made by the respondent despite directions contained in zimni orders dated 20.09.2025, 14.11.2025 & 28.11.2025. As such, on the basis of pleadings, the defence/plea of the respondent will be



considered. On the other hand, written submissions were filed by the complainant, reiterated therein, the similar grounds contained in rejoinder with the additional prayer for direction to respondent to handover possession of flat, imposing of per day penalty, conducting of joint inspection of project site in question and to pay penalty to the complainant as per RERA Rules vis-à-vis similar orders passed by this Authority in other cases till the time of construction of the flat is completed, direction for completing the work as soon as possible and weekly update on work progress.

5. FINDINGS: After having heard the parties and gone through the pleadings/ documents submitted by the parties, the following issues arise for consideration of this Authority:

- i. Whether the complainant is entitled to obtain possession along with interest on delayed possession, as claimed?
- ii. Whether the respondent was prevented from handing over the possession within prescribed time due to force majeure?
- iii. Other issues and imposition of penalties?
- iv. Relief.

6. Points i & ii: Since, both the issues, at points i & ii, are interconnected, the same are taken together for adjudication.

A. It is the case of complainant that in terms of clause 29 of the agreement for sale dated 14.05.2018, the respondent was under obligation, as per terms and conditions, to hand over full/ final possession of Flat No. 201, First Floor, 2BHK, Block-4 in the project "Residency Himalaya", Upper Bharari, Shimla, within a period of 36 months (rectified as 24 months) from the date of allotment of said unit. Clause 29 of sale agreement is reproduced:

"The seller confirm that they have granting full/ final possession within 24 months of allotment of said unit i.e. date 30th June, 2018 subject to weather, availability of materials or force majeure circumstances, the seller and buyer have also mutually agreed on 6 months grace period from the final possession time-line in what so ever reason."

However, despite clearcut terms and conditions, the respondent has failed to handover full/ final possession within the prescribed period till date. Further, it is the case of complainant that in view of clause 30 of the aforesaid sale agreement, the respondent is liable to pay compensation/ penalty @ Rs. 5/- per sq. ft of the built-up area per month for the entire period of such delay. On the other hand, the respondent rebutted the contention of the complainant on the ground of failure of complainant to tender agreed payment as

per demand letters dated 24.04.2024, reminder dated 29.05.2024 and 11.06.2024 and further that construction could not be carried out due to the fact that maps were not processed/ approved in the MC Shimla owing to interim direction of Hon'ble NGT in the matter of Yogendra Mohan Sengupta. At this stage, before considering the relevant provisions, it is apt to consider which flat/ unit was booked by the Complainant. As per clause 3 of the sale agreement dated 14.05.2018, the description is mentioned as: -

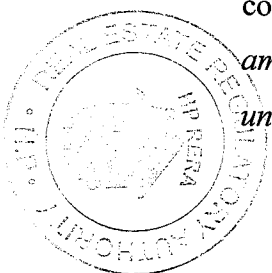
"Residential Apartment/ Unit No. 301 on the 3rd floor having super built area of 980 square feet Approx in tower G building in the Residency Himalaya's Group Housing Project."

The description of unit, in the complaint, has been mentioned as:

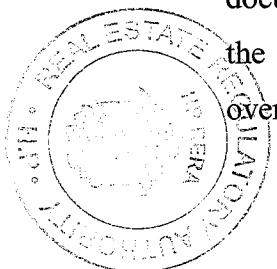
"Flat No. 201, First Floor, 2BHK, Block-4 in the project "Residency Himalaya", Upper Bharari, Shimla."

As per the averment of complainant, one of the employee of the respondent promoter Ms. Sampada, in their Chandigarh Office, apprised him that his flat number is changed because of the HP RERA as they have changed the series of Towers & Flats from ABC to 1234 and only, thereafter, he agreed to mention the new flat number & tower (Flat No. 201, Block-4) on new payment Receipts. However, on the demand of the document from her, mentioning this change of series of flat numbers & towers from HP RERA, she assured to mail the details but neither any mail nor any document has been received by him till date. It is observed that the submission/ clarification of complainant, on mentioning of two separate descriptions of the unit/ apartment, has force in his contention given that the intended unit/ apartment to be booked/ handed over was Flat No., 301, Tower-G, 3rd Floor with an approximate area of 980 sq. ft. as per the Builder Buyer Agreement dated 14.05.2018 which is also depicted in para 29 of the Builder Buyer Agreement, entered into between the parties and, hence, this authority would consider the unit to be handed over to the complainant was Residential Apartment/ Unit No. 301 on the 3rd floor having super built area of 980 square feet Approx in tower G building in the Residency Himalaya's Group Housing Project.

B. Now, in order to analyse the contention of both the parties on the relief claimed for penalty/ interest on delayed possession, it is apt to consider the relevant provisions contained under RERA Act, 2016. Section 18 of the Act, 2016 prescribes for *return of amount and compensation in the event of failure on the part of promoter to complete or unable to give possession in accordance with terms of agreement for sale by the date*

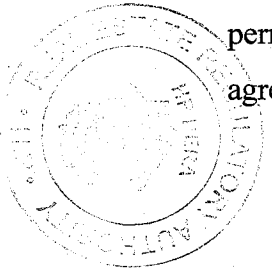


specified therein. Further, it prescribed that where an allottee choses to retain the apartment/ unit, he shall be paid by the promoter, interest for every month of delay till the handing over of the possession at such rate as may be prescribed. In addition, thereto, the promoter is also obligated to pay such compensation to allottee in manner as provided under this Act if the promoter fails to discharge any other obligation imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale. Further, Rule 15 of HP Real Estate (Regulation and Development) Rules, 2017 prescribes for interest payable by the promoter which is to be the State Bank of India highest marginal cost of lending rate plus 2 % as mentioned under Section 12, 18 and 19 of the Act and in case the allottee does not intend to withdraw from the project he shall be pay by the promoter an interest which shall be the State Bank of Inida highest marginal cost of lending rate. Thus, under Proviso to sub- Section 1 of Section 18, when an allottee does not intent to withdraw from the project, he can raise a claim for interest for delay in handing over possession. On the other hand, under sub-section 3 of Section 18, the flat purchaser is entitled to claim compensation from the promoter for failure to discharge any other obligations imposed on him under the Act, Rules or Regulations. As such, what can be claimed under sub-section 1 of Section 18 is the interest for delayed possession, whereas, compensation can be claimed for failure to discharge other obligations under sub-section 3 of Section 18. Further, the respondent/ promoter was obligated to abide by the terms and conditions of the aforesaid sale agreement which is also a mandate of provision contained under section 11(4) (a) of the Act, 2016. The said section casts obligations that the promoter shall be responsible to fulfil responsibilities and functions under the Act or the Rules & Regulations made thereunder of allottees as per sale agreement till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees. Reverting back to the pleadings/ submissions of the parties, it is observed that the only defence, taken by the respondent, for delay in handing over the possession as well as completion of the unit is due to the fact that there were some orders passed in Yogendra Mohan Sengupta's case by the Hon'ble National Green Tribunal and for this reason MC Shimla was not processing the maps and a consequence thereof the maps were stalled and developer had to stop the construction work of the apartment. However, in this regard it is observed by this Authority that the respondent, in order to substantiate the very fact of force majeure, has not submitted any cogent/ documentary proof which could justify that the circumstance ; were beyond the control of the respondent which caused delay in either completing the apartment/ unit or handing over the full/ final possession of unit to the complainant. Whereas, the Authority finds



force in the contention of the complainant on the conduct of the respondent and also referring to the order passed by this Authority, against the same promoter, in Satish Chandra Saxena vs M/s Rajdeep & Company Infrastructure Private Limited (Complaint no. HPRERA2022004/C), wherein, the respondent was directed to pay penalty to the aggrieved complainant calculated on per day basis. Further, it is observed that the respondent never intimated the complainant about the alleged passing of order by Hon'ble NGT which prevented him from completing the unit as well as handing over the possession within the aforesaid stipulated period. Taking plea, for the first time, without the knowledge of the complainant, that too, without any cogent proof, is not sufficient to justify the fact of force majeure and whereas it is settled position that an allottee cannot be made to wait for possession for unspecified/ indefinite time on the part of promoter despite the agreed terms and conditions between the parties contained in sale agreement. At this juncture, it is pointed that Section 6 of the Real Estate (Regulation and Development) Act 2016 allows developers to apply for extensions when their projects face delays caused by 'force majeure' events. These events are generally unforeseeable and beyond the builder's control, and so, they need more time to complete the project. Undoubtedly, sale agreement dated 14.05.2018 stipulates for non-fulfilment of condition, contained in clause 29, subject to force majeure circumstances, however, as observed herein above the respondent has failed to substantiate/ establish the very circumstance in his favour.

- C. It is the case of the complainant that till date he has paid Rs. 30.54 Lakhs which is more than 60% of the total demanded amount of 50.16 Lakhs. Regarding further payment to M/s Rajdeep & Co., this Authority itself has restrained the respondent, vide order dated 20.12.2024, with the direction that demand of any further payments from the complainant would only be made on substantial progress in the construction of work is done in the flat and strictly as per agreed payment plan. On the other hand, perusal of reply filed by the respondent, he issued a demand letter dated 24.04.2024, followed by reminder dated 29.05.2024 to remit a sum of Rs. 19,06,080/- for flat no. 301, 2BHK apartment, Third Floor, Block-5 at Residency Himalayas and thereafter vide intimation letter dated 11.06.2024, the respondent clarified the description of the flat as flat no. 201, First Floor, Block-4 at Residency Himalayas and whereas this claim has been refuted by the complainant on the ground that the respondent had made few amendments in the description of tower at Residency Himalayas as per mandate of new HP Rules and the mentioning of details of flat in aforesaid dated 11.06.2024 was without seeking any permission from the complainant in view of the fact that correct details of allotted flat, agreed upon between them, was mentioned in builder buyer agreement dated 14.05.2018 as



well as allotment letter and as such has denied the fact that any outstanding is due against him. The Authority, from the material placed on record, finds force in the contention of the complainant that he was ready and willing to pay the balance consideration amount in stage wise manner as per the builder buyer agreement. However, this was subject to the condition that the respondent adhered to his obligation under the agreement and made sincere efforts to complete the construction of the unit within the stipulated period. It is further observed that keeping in view the circumstances, this Authority vide aforesaid order dated 20.12.2024, had directed the respondent to demand any further payments from the complainant in event substantial progress was effected on the spot with the further direction to provide monthly update on the progress of construction work to the complainant. It was also directed that subsequent instalments would be made only at the relevant stage of construction as per sale agreement along with documentary evidence in terms of photographs and video which could clearly establish the fact of completion of stage wise work. However, it is observed that the respondent failed to satisfy this Authority on the compliance of aforesaid observations contained in order dated 20.12.2024 and whereas from the perusal of photographs, depicted in Annexure-B of rejoinder, as well as Whatsapp screenshot dated 21.05.2024 and 19.05.2025, appended with written submission by the complainant, no substantial progress had taken place. Hence, the Authority is of considered view that the complainant never failed in discharging his obligations in terms of sale agreement and on the contrary, no satisfactory/ sufficient material/ proof could be put forth by the respondent which could establish any default on the part of complainant.

- D. It is also submitted by the complainant that respondent is forcing him to enter into a new agreement to sale wherein date of possession of the allotted flat has been mentioned as 31.12.2025 along with six months grace period and to return the previous builder buyer agreement (14.05.2018). In this regard, it is observed by the Authority the imposition of unilateral terms and conditions upon the purchaser, herein the complainant, amounts to unfair trade practice and clearly in violation of terms and conditions of original builder buyer agreement dated 14.05.2018. This practice has also been deprecated by Hon'ble Courts in catena of judgments. The Hon'ble Supreme Court in case of Pioneer Urban Land & Infrastructure Ltd. Vs. Govindan Raghvan AIR 2019 SC 1779, *it was established that builders cannot force buyers to accept possession after significant delays, and buyers are entitled to refunds with interest. The commission emphasized that contracts with one-sided clauses favoring builders are considered unfair trade practices under the Consumer Protection Act.* Referencing its decision in **Sivarama Sarma Jonnalagadda & Anr vs. M/s Maruthi Corporation Limited & Anr in RA No. 95 of 2021**, the Hon'ble National

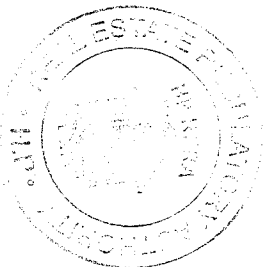
Consumer Disputes Redressal Commission observed that complainants should not wait indefinitely for possession, and invoking force majeure clauses while retaining deposits constitutes a deficiency in service and an unfair trade practice. It is further observed that the specimen sale agreement dated 30.06.2024, relied upon by the respondent, vide Annexure/ R-viii, is again not on the prescribed format under the Rules, 2017 and, moreover, since, no consensus could be arrived at between the parties in terms of orders of this Authority dated 12.11.2024, the same has no significance and, hence, does not require any further consideration.

- 7. Point no. iii:** During the adjudication of the matter, it is observed by the Authority, though not claimed by the complainant, that the respondent has booked/ sold the unit without the project getting registered as per mandatory provisions contained under RERA Act, 2016. Section 3 of the Act, mandates for registration of real estate projects with the Authority and prescribes that no promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner, any plot, apartment or building, as the case may be, in any real estate projects are part of it, in any planning area without registering the project. As such, this mandate is applicable to ongoing as well as new projects. However, it is clearly established, on the strength of submissions as well as documents placed by the parties, that the respondent, falling outside the exceptions contained in section 3, has violated the aforesaid mandatory provision and, hence, is liable for penalty provided under the Act. In this regard, the Act, 2016, empowers the Authority, vide section 34 thereof, to ensure compliance of obligation cast upon the promoter under this Act, Rules and the Regulations made thereunder. Further, section 38 of the Act *ibid*, also empowers the Authority to impose penalty or interest in regard to any contravention/ obligations cast upon the promoters (relevant for our purpose) under this Act or the Rules & Regulations made thereunder. Since, the Authority is of considered view that the respondent, apart from above said violations of terms and conditions of sale agreement, has also violated the mandatory provision under section 3 of the Act, 2016, and as such is liable for penalty provided under section 59 (1) of the Act. In addition to above, it is also observed, from sale agreement dated 14.05.2018 as well as allotment letter dated 14.05.2018, that 3rd Floor was allotted to the allottee/ complainant. Further, as per regulation record maintained in TCP wing of RERA Authority, the sanction was accorded for two storeys building vide Commissioner order no. 162 (AP) dated 18.06.2022 and conveyed vide letter no M.C.S/AP/207/1/22-2514 dated 18.06.2022. The revised and completion maps and ongoing constructions were never stopped by the Hon'ble NGT, as alleged by the respondent, and only riders were for fresh sanction i.e. only two storey residential buildings were allowed. It is clear from agreement for sale that 3rd

Floor was allotted which the Hon'ble NGT had never stayed. However, the Authority is of view that before issuing any direction, the version of respondent, pertaining to these facts, be taken on record in order to adhere to the principle of natural justice. Hence, suo- moto proceedings be initiated, separately, against the promoter and the TCP wing of this Authority is directed to issue fresh notice calling for explaining the circumstances as to why the promoter be not penalised for violation of various provisions of the Act.

8. RELIEF: Keeping in view the above findings, this Authority, in exercise of power vested in it, under various provisions of the Act, Rules and Regulations made thereunder, issues the following orders/directions:

- a. The Complaint is hereby allowed.
- b. The respondent is directed to pay the interest for delayed possession, at the SBI highest marginal cost of lending rate plus 2% as prescribed under Rule 15 of the Himachal Pradesh Real Estate (Regulation and Development) Rules, 2017 to the complainants. The present highest MCLR of SBI is 8.85%. Hence the rate of interest would be 8.85 % + 2 % i.e. 10.85 % per annum on the amount paid by the complainant i.e. Rs. 30,54,000/- for every month of delay from the due date of possession i.e. 30.06.2020 (24 months from the date of allotment of said unit as per agreement for sale 14.05.2018) till the date when valid offer of possession is made.
- c. That in view of violation of provision(s) contained in section 18 and the penalty provided in Section 61 of the Act, 2016, which prescribes the maximum penalty that could be imposed for the contravention of any other provision of the Act other than Section 3 and 4, as five percent of the total cost of the project, the Authority deems it appropriate to impose the penalty of Rs 15 Lakhs upon the respondent for contravention of the provisions contained under Sections 11(4) (a) and 18 of the Act *ibid*. Hence, the penalty imposed, shall be deposited by the respondent in the bank account of this Authority, operative in the name of "Himachal Pradesh Real Estate Regulatory Authority Fund bearing account no."39624498226", State Bank of India, HP Secretariat Branch, Shimla, having IFSC Code. SBIN0050204, within a period of 60 days from the passing of this order, failing which the respondent shall further be liable for coercive action for non-compliance of directions as per relevant provisions of Act/law.
- d. The Complainant shall be at liberty to approach the Adjudicating Officer for compensation under Section 71 of the Act *ibid*.




(Amit Kashyap)
MEMBER


(R.D. Dhiman)
CHAIRPERSON


(Vidur Mehta)
MEMBER