



**IN THE ODISHA REAL ESTATE APPELLATE TRIBUNAL
AT BHUBANESWAR**

OREAT Appeal No.108/2023

Mrs.Ranjita Panigrahi & Another ... **Appellants**

-Versus-

M/s.Z Estates Private Ltd. ... **Respondent**

For the appellants

Mr.C.K.Mohanty, Advocate

For respondent

Mr.S.S.Mohanty, Advocate

CORAM :

**Hon'ble Shri Justice P.Patnaik, Chairperson
Dr.B.K.Das, Tech./Admn. Member**

ORDER
12.06.2026

The appeal is taken up for final order.

2) Heard Mr.C.K.Mohanty, learned counsel appearing for the appellants and Mr.S.S.Mohanty, learned counsel appearing for the respondent.

3) Being aggrieved and dissatisfied with the impugned order dt.13.7.2023, passed by the Odisha Real Estate Regulatory Authority (hereinafter referred to as the **"Authority"**) in Complaint Case No.121/2023, the instant appeal has been preferred by the appellant praying inter-alia for the following reliefs :

(i) *to set aside or modify the order of learned Authority dt.13.7.2023 passed in Complaint Case No.121/2023;*



(ii) to allow the following reliefs sought by the appellant in the Complaint Case No.121/2023;

(iii) to pass an order directing the respondent to withdraw its letters dt.23.2.2023 cancelling the booking and to take back the demand draft of Rs.81,36,400 dt.13.3.2023;

(iv) to pass an order directing the respondent to handover possession of the flat No.1403 at Wing G, Block 3 along with the twin parking slots as per the Agreement for Sale to the Appellant. Also to provide the occupancy certificate and subsequently execute a registered Sale/Conveyance Deed thereof in favour of the Appellant.

4) The factual matrix as depicted in the complaint case filed by the appellant in a nutshell are that the respondent M/s.Z Estates Private Limited being a private Limited Company, acquired a patch of land measuring Ac.05.154 at Mouza Kalarahanga, Bhubaneswar for developing the same in the name of “Z-one Project” and obtained approval of Bhubaneswar Development Authority (in short **“BDA”**) and other Govt. Agencies for construction of multi-storeyed residential units. The respondent’s project being a registered one U/s.3(1) of the Real Estate (Regulation and Development)Act, 2016 (in short the **“Act.”**) involved construction of many units and the construction is being taken up in phases.

The appellant being the complainant was desirous to purchase a unit/flat from the respondent under the said project and whereby the appellant-complainant contacted respondent, who agreed to sell the flat under the project called **“Z-One” Vyom** and allotment letter dt.15.12.2017 in favour of the appellant-complainant was issued for sale of flat No.1403, on the 14 the floor, Wing No.G. Block-3, having a Carpet Area of 1125 sqft. Along with basement twin parking at a total cost of Rs.91,36,400/- which includes the parking cost of Rs.5,00,000/- and



Club Membership payment of Rs.1.50 lakh. Against such allotment, the appellant-complainant paid an amount of Rs.10,00,000/- (Rupees ten lakhs) to the respondent by way of cheque on 12.12.2017. The copy of the allotment letter and the cheque have been annexed as **Annexure-A** to complaint. Due to Covid pandemic the project got delayed and the respondent through e-mail dt.22.6.2021 informed the allottees regarding delay vide **Annexure-B**. After the situation limping back to normalcy, the respondent vide letter dt.5.10.2021 while acknowledging receipt of payment of Rs.10,00,000/-, informed the complainant to arrange payments as soon as possible since the project is in final stage. The said letter has been annexed as **Annexure-C** to the counter. On receipt of the said letter, the appellant-complainant intimated the respondent to execute the Agreement for Sale, lest bank loan would not be granted. Thereafter the Agreement for Sale was executed on 31st March, 2022 for transfer of a self-contained independent flat/unit in the apartment complex of “Z-One (Vyom)” for the total consideration of Rs.91,36,400/- and the agreement was duly registered. In the agreement the respondent-builder agreed to sell the flat, the description of which has been mentioned in the preceding paragraph and the copy of the Agreement for Sale has been annexed as **Annexure-D** to the complaint case. After execution of the agreement, the appellant-complainant approached different banks for sanction of housing loan but the financial institutions did not entertain the loan application due to restriction of fresh registration of properties as per the orders of the Hon’ble High Court of Orissa in the matter **of WP(C)PIL No.18799/2021(Bimalendu Pradhan Vs. State of Odisha & Ors.)**. The appellant-complainant had to pledge additional property for getting the housing loan sanctioned which delayed the sanction but ultimately the complainant got a sanction letter from Union Bank of India on 9.1.2023 and the bank took some time for



documentation and finally released the fund on 18.1.2023 and on the same day remitted Rs.81,36,400/- to the respondent vide UTR No.UTINH23018961199 as evident from **Annexure-E** to the complaint. That the delay in sanction of the loan was apprised to the respondent, who also as a good gesture, agreed to extend the payment period from time to time. But to the utter surprise of the appellant-complainant vide letter dt.14.1.2023 the appellant-complainant has been informed about the cancellation of the booking of the said flat without mentioning any reason thereof. The copy of the letter dt.14.1.2023 has been annexed as **Annexure-F** to the complaint case. Being disturbed by the cancellation, the appellant-complainant along with her husband met respondent-promoter, requested for $\frac{3}{4}$ days time more to remit the payment and on 18.1.2023 an amount of Rs.81,34,400/- has been transferred by way of RTGS to the respondent-builder. On 19.1.2023 the appellant-complainant received a letter from the respondent-builder allowing seven days time to pay the dues which the complainant has already paid. However, in the said letter the respondent raised a fresh demand for payment of the delayed interest and applicable penalty totalling to Rs.1,23,13,649/- as per the following calculation:

Flat Cost	Rs.90,30,792.00
Delayed interest @10.35% w.e.f. 19.12.2017 i.e. from the date of allotment.	Rs.32,32,232.00
Penalty as per clause 30(b) of the Agreement to Sale for delayed possession @ Rs.5/- per sq.ft. for nine months from May, 2022 to Jan.2023	Rs.50,625.00
Total Dues/Claim	Rs.1,23,13,649.00

5) The appellant-complainant submitted in the complaint case that the demand of the respondent-builder towards payment of delayed interest as well as penalty is illegal and unjustified and not as per the provisions of the RERA Act, due to following reasons :



(a) The respondent-builder has claimed delayed interest @10.35% from the date of allotment of the flat i.e. since 19.12.2017 which is illegal because it violates Sec.13(1) of the Act. Further, it has been stated that the complainant-appellant has already paid more than 10% of the flat cost as an advance at the time of allotment. As such, there was no scope for the respondent-builder to claim more money on interest before execution of the agreement for sale which was executed on 31.3.2022.

(b) The demand of "Fee for Delayed Possession" @Rs.5/- per sq.ft. per month which the respondent-builder has claimed for nine months w.e.f. the execution of the Agreement for Sale, referring to Clause 30(b) of the Agreement is not applicable. Since that Clause is applicable in case where the allottee has made the payment but has not taken possession of the flat.

6) Further, it has been stated that the respondent-builder after having received the payment within the time allowed by it, vide its letter dt.19.01.2023(**Annexure-1**) cancelled the booking of the flat arbitrarily and without giving proper opportunity or following principle of natural justice. Copy of the letter of the respondent dt.23.2.2023 has been marked as **Annexure-J**. The appellant-complainant tried her level best for amicable settlement of the matter but her fond hopes got shattered when the respondent having received the full payment of Rs.92,34,4000/- has sent a demand draft on 13.3.2023 for Rs.81,36,400/- drawn on Axis Bank in the address of the complainant. Due to such illegal and arbitrary act of the respondent-builder the appellant-complainant has approached the learned Authority with the following prayer :

(i) to pass an order directing the respondent to forthwith withdraw its letter dt.23.2.2023 cancelling the allotment and to take back the demand draft of Rs.81,36,400/- dt.13.3.2023.

(ii) To pass an order directing the respondent to hand over possession of the Flat No.1403 at Wing G, Block 3 along with the twin parking slots as per the Agreement for Sale, to the complainant, based on the payment made by the Complainant. Also to provide the occupancy certificate and subsequently execute a registered Sale/Conveyance Deed thereof.



7) A detailed reply has been filed by the respondent-builder controverting the averments made in the complaint case. In the reply it has been inter-alia contended by the respondent that the complaint case is misconceived, based on wrong premise and hence, is not liable to be entertained. It has been submitted by the respondent-builder that the cancellation along with imposition of penalty have been rightly done by the respondent as per the Agreement for Sale. Since the complainant failed to pay the outstanding amount i.e. 90% of the consideration amount despite lapse of five years, therefore the respondent was constrained to cancel the allotment in favour of the complainant.

In the reply it has been submitted that at the time of execution of the application form, the complainant deposited Rs.10,00,000/- (Rupees ten lakhs) and accordingly provisional allotment letter was issued in favour of the complainant on 15.12.2017 vide **Annexure-1**. The respondent-builder issued a demand dt.16.2.2018 for payment of the 1st installment towards the cost of the Flat dt.17.2.2018 for an amount of Rs.20,09,237/-. But there was no response from the complainant. There was neither any payment of the first installment nor there was any reply from the complainant. The copies of the demand dt.16.2.2018 and email dt.17.2.2018 have been annexed as **Annexure-2 series**. On 6.7.2018 the respondent intimated the complainant to compulsorily be present for the registration of the Agreement for Sale with respect to the flat. There was no response from the complainant. Again various telephonic attempts by the respondent did not yield any result. The respondent in good faith with utmost professionalism vide email dt.3.09.2018 requested the complainant to show up for the registration of the Agreement for Sale. The conduct of the complainant exhibited extreme callousness on the part of the complainant as evident from email dt.6.7.2018 and 03.9.2018 **Annexure-3**. When the 2nd



installment payment reminder was issued on 23.1.2019 for an amount of Rs.13,43,410/- + GST, no response was received from the complainant and the total overdue amount stood at Rs.35,13,857/-. The copy of the 2nd installment invoice dt.23.1.2019 along with email communication dt.23.1.2019 are annexed as **Annexure-4 series**. Again the respondent sent a reminder on 5.10.2021 and 10.12.2021 to clear the outstanding dues so that handing over process would commence and the copies of the reminder dt.5.10.2021 and 10.12.2021 are annexed as **Annexure-5 series**. Again respondent vide email dt.11.2.2022 informed the complainant that occupancy certificate with respect to Phase-II of Z-1 has been obtained on 10.2.2022 and that “**all the flat owners have been invited to take possession of their apartment subject to fulfillment of the following conditions:**

- (a) *payment of all the outstanding dues*
- (b) *Payment of applicable Registration Fees and Stamp duty for execution of sale deed.*
- (c) *Payment towards corpus fund and monthly maintenance for 12 months in advance to be handed over to the Apartment owners Association.*

*The copy of the email dt.11.2.2022 has been annexed as **Annexure-6**.*

8) It has further been submitted that four and half years had elapsed from the date of booking and the complainant had not paid a single penny over and above the booking amount while most allottees had made payment of around 90% of the entire flat cost. As the Occupancy Certificate was issued and the Phase-II was ready for handing over, the respondent issued final payment reminder invoice on 15.3.2022 for an amount of Rs.49,25,835/- + GST along with previous outstanding dues, bringing the total outstanding amount of Rs.90,30,792/-. The said reminder was communicated to the complainants vide email dt.17.3.2022 vide **Annexure-7**. Finally, after series of reminders and follow ups, the complainant turned up for registration of the Agreement for Sale and the said agreement was registered on 31.3.2022.



Clause-30(b) of the Agreement for Sale has been referred to in the reply, which reads as follows:

“xx xx xx
30(b). In the event the Vendee fails to take possession within 1(one) month from the date of expiry of the notice period, the Vendee shall be liable to pay penalty of Rs.5/- square foot per month.
xx xx xx”

9) Despite registration of the Agreement for Sale on 31.3.2022, there was neither any communication from the complainant nor any payment made towards the consideration amount. The respondent was constrained to issue a reminder notice to the complainant requesting to make entire payment within 7 days otherwise the respondent shall be compelled to cancel the booking. The copy of the email dt.12.11.2022 is annexed as **Annexure-8**. After lapse of nine months from the date of Agreement for Sale, vide email dt.24.11.2022, the complainant requested for an extension of 30 days to clear the outstanding dues. The respondent vide email dt.05.12.2022, as a last opportunity, allowed the complainant to clear the outstanding dues including the penalties and interest by the end of December, 2022. The copies of the email dt.24.11.2022 and 5.12.2022 are annexed as **Annexure-9 series**. It has further been submitted that despite repeated communication since the date of booking on 12.12.2017 and despite accommodative behavior of the respondent, the complainant has not paid the total consideration amount of Rs.91,36,400/- except for paying the initial booking amount of Rs.10,00,000/-. Hence, the respondent was compelled to cancel the booking with respect of the Flat vide letter dt.14.1.2023 and requested the complainant to be physically present before the Sub-Registrar for execution of the deed of cancellation. The copy of the letter dt.14.1.2023 issued by the respondent is annexed as **Annexure-10**. Four days after the cancellation of the allotment, the complainant transferred the amount of Rs.81,34,400/- on 18.1.2023 to the account of the

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respondent. It shows the complainant had an ulterior motive from the very beginning and wanted to harass the respondent without any rhyme and reason. In continuation of letter dt.14.1.2023, the respondent issued letters on 19.1.2023 and 30.1.2023 intimating the complainant that the booking with respect to flat has been cancelled due to the non-payment of the consideration amount as well as the delay penalty. The copy of the letter dt.19.1.2023 and 30.1.2023 have been marked as **Annexure-11**.

10) As the booking amount was cancelled, the respondent tried to remit back the consideration amount on 8.2.2023 but it failed. However, the respondent prepared demand draft dt.13.3.2023 amounting to Rs.81,36,400/- and the entire amount transferred by the complainant and dispatched the cheque by post to the address of the complaint. The copy of the demand draft dt.13.3.2023 and the postal tracking report are marked as **Annexure-12 series** and the statement of accounts showing the failed remission of the amount to the complainant is annexed as **Annexure-13**. In the reply, it has been further submitted that penalty imposed by the respondent is within the parameters of the Act, 2016 and as per the prevailing lending rate of the State Bank of India was @ 8.35% is annexed as **Annexure-14**. It is further submitted that the complainant wrongly states that the demand of penalty amount is hit by Section 13(1) of the Act. On the contrary Clause-30(b) of the Agreement for Sale is squarely applicable to the present case. Therefore, the respondent has rightfully complied with the principle of nature justice while cancelling the booking amount. Finally, respondent on 28.3.2023 requested the complainant to take steps to cancel the Agreement for Sale and settle the matter as evident from **Annexure-15** to the reply. Therefore, it has been submitted that despite lapse of five years from the date of booking when the complainant did not pay amount, the respondent was constrained to cancel the booking/allotment and adhering to all paraphernalia of the



principle of natural justice. Further it has been alleged that since the husband of the complainant was an officer of Odisha Urban Housing Mission and was posted to ORERA for a brief period. Due to the said reason the complainant kept dilly dallying the matter and took respondent for granted and continued to ignore repeated requests for payment of consideration amount and execution of Agreement for Sale. Further, it has been submitted that the flat is lying vacant since its completion in 2022 and because of the interim order, the flat is remaining vacant and is suffering from wear and tear and the commercial value of the flat is decreasing. Accordingly, the prayer has been made for dismissal of the complaint.

11) On the basis of pleadings of the parties, the learned Authority framed the following issues for adjudication :

“(i) Whether the case is maintainable in law and whether the complainants have got cause of action to file this case?”

“(ii) Whether the respondent is liable to receive the balance consideration amount of Rs.81,36,400/- from the complainants as the total consideration amount since they have already paid Rs.11,00,000/- prior to that and whether the respondent is liable to execute a sale deed in their favour?”

“(iii) Whether the complainants can be directed to pay interest and the consideration amount totaling to the tune of Rs.1,23,13,649/-?”

“(iv) Whether the complainants are entitled to the reliefs, claimed?”

The learned Authority by discussing the various issues has finally rendered a finding by dismissing the complaint case of the appellants.



12) The learned counsel for the appellant has assailed the impugned findings of the learned Authority dtd.13th July, 2023, passed in Complaint Case No.121 of 2023 on the following grounds :-

The contention of the learned Authority is that though the loan was sanctioned on 9.1.2023, which was communicated to the respondents, the cancellation of the booking vide letter dt.14.1.2023 by the respondent is illegal and unsustainable in the eye of law. Learned counsel for the appellant further submits that the agreement for sale was executed on 30.1.2023. After execution of the Agreement for Sale the time was sought for by the complainant-appellant, which was duly allowed by the respondent-builder till 31.12.2022 and after sanction of the loan the appellant remitted Rs.81,36,400/- to the respondent on 18.1.2023. But the respondent without any rhyme and reasons vide letter dt.19.1.2023 raised a fresh demand for delayed interest totaling Rs.1,23,13,649/- by allowing seven days time. Learned counsel for the appellant further submits that the delayed interest as well as penalty at Rs.5.4 per sq.ft. is illegal and unjustified as per the provisions of the RERA Act, 2016.

13) Learned counsel for the appellant further submitted that the respondent vide letter dt.23.2.2023 cancelled the booking of the flat of the appellant two months after receipt of the full payment of Rs.92,34,400/-. Learned counsel for the appellant further submits that since time was allowed by the respondent till 31.12.2022 thereafter the appellant is liable to pay the delayed interest from 1.1.2023 to 18.1.2023 but not from the date of allotment i.e. 19.12.2017 as mentioned in letter dt.19.1.2023.

14) As against the submission of the learned counsel for the appellant, learned counsel for the respondent submitted with vehemence that allotment was issued on 15.12.2017 pertaining to flat no.1403, in



the 14th floor of Block-3, Wing-G of the “Z-One Project” having a carpet area of 1125 sq.ft. The appellant paid booking amount Rs.10,00,000/- on 13.12.2017. Thereafter, the respondent wrote email dt.6.7.2018 and 3.9.2018 for execution of the Sale Agreement, but the appellant did not come forward for execution of the Sale Agreement. Learned counsel for the respondent further submitted that the appellant was kept informing about the progress of the construction from time to time and the appellant was also informed vide mail dt.11.2.2022 regarding receipt of occupancy certificate on 10.2.2022 and requested the appellants to clear all dues towards the apartment. Further, the learned counsel for the appellant submitted that after five years of allotment, Agreement for Sale was executed on 31.3.2022, but due to lackadaisical attitude of the appellants the respondent cancelled the booking on 14.1.2023 and after four days of cancellation of the booking i.e. 18.1.2023 the appellant clandestinely transferred the entire outstanding dues to the bank account of the appellants. Therefore, the conduct of the appellants can be well imagined as to how she was bent upon harassing the respondent by ignoring several reminders and requests and the respondent-promoter has rightly cancelled the agreement as per Section 5 of the Act. and Clause 30(b) and 30(c) of the Agreement for Sale providing that allotment shall be cancelled if the allottee fails to take possession of the apartment. Learned counsel for the respondent further submitted that the delay due to COVID pandemic and the same was duly acknowledged and approved by ORERA for which extension of the registration was provided till 30.06.2022. Finally, learned counsel for the respondent submitted that the appeal be dismissed and unless an order of dismissal is passed in this case, the allottees in general, will intentionally delay in executing the Agreement for Sale, not make installments as per the Agreement for Sale



in complete disregard to the substance, spirit and purport of the Act which shall endlessly delay execution of the project.

15) From the confectous of the facts as borne out from the records, the moot question that falls for determination is **(i)** as to whether the cancellation of the booking vide letter dt.23.2.2003 vide Annexure-J to the appeal is lawful and justified?; **(ii)** whether the order passed by the learned Authority is legally tenable to warrant interference by this Tribunal? and **(iii)** whether the respondent can be directed to hand over possession of the flat No.1403 at Wing G, Block 3 along with the twin parking slots as per the Agreement for Sale and to provide the occupancy certificate and to execute registered sale /conveyance deed in favour of the appellant?

15) In order to throw light on the aforesaid points the indisputable factual position needs to be delineated. Admittedly, the appellant paid more than 10% of the booking value of the flat i.e. Rs.10,00,000/- on 12.12.2017 against the flat cost of Rs.91,36,400/- and the respondent issued allotment letter on 15.12.2017 in allotting flat No.1403 at Wing G, Block 3 along with the twin parking space. Initially the amount paid by the appellant is more than 10% of the value of the flat. Though the respondent insisted on payment of installments by writing email and letters, the appellant insisted for Agreement for Sale and the appellant though was informed by emails dt.6.7.2018 and 3.9.2018 for execution of the sale agreement, according to the appellant, the same was not in proper format. After long delay the Agreement for Sale was executed on 31.3.2022. The appellant requested for time for payment of the outstaying amount and time was allowed by the respondent up to 31.12.2022 vide email dt.5.12.2022. The loan of the appellant was sanctioned on 9.1.2023, which was duly communicated to the respondent. In the meanwhile the respondent vide letter dt.14.1.2023



cancelled the booking. The complainant personally met the respondent and requested them to allow 3 to 4 days time. Thereafter the complainant remitted Rs.81,36,4000/- to the respondent on 18.1.2023. On 19.1.2023 the appellant received a fresh demand of Rs.1,23,13,649/- including delayed interest. The aforesaid fresh demand is inclusive of interest @ 10.35% w.e.f. 19.12.2017 i.e. the date of allotment and also penalty as per Clause 30(c) of the Agreement for Sale.

16) The delayed interest from 19.12.2017 does not stand to reason since the respondent has allowed time till 31.12.2022. Therefore, under no circumstances, the respondent would have claimed interest up to 31.12.2022. Since the appellant paid the initial booking amount of Rs.91,36,400/- including the initial payment of Rs.10,00,000/- on 18.1.2023, the appellant is liable to pay interest till the date of payment i.e. from 1.1.2023 to 18.1.2023.

17) So far as penalty as per Clause 30(b) of the Agreement for Sale for “fee for delayed possession” @Rs.5 per sq.ft. per month for nine months i.e. from May, 2022 to January, 2023 is concerned, on perusal of Clause-30(b) of the Agreement for Sale is squarely applicable to the situation where the allottee after making payment has not taken possession of the flat. That situation has not arisen in the instant case. Therefore, the demand of penalty as per Clause-30(b) of the Agreement for Sale is not sustainable.

18) As regards cancellation of the allotment, **Section 11(5) of the RERA Act**, clearly provides that,

“the promoter may cancel the allotment only in terms of the Agreement for sale;

Provided that, the allottee may approach the Authority for relief, if he is aggrieved by such cancellation and such cancellation is not in accordance with the terms of the agreement for sale, unilateral and without any sufficient cause.”



Therefore, the cancellation of the booking vide letter dt.23.2.2023 has to be read in consonance with Section 11(5) of the RERA Act. In the instant case, the time has been granted till 31.12.2022 and the entire payment has been made on 18.1.2023 and the fresh demand with delayed interest has been raised by the respondent on 19.1.2023. When the appellant has already paid the entire amount, the heaven would not have fallen if the respondent would have waited for few more days to allow the appellant to pay the extra amount towards delayed interest.

Section 17(1) of the RERA Act, which deals with “transfer of title” provides that ;

“the promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to be association of allottees or the competent authority, as the case may be, and handover the physical possession of the plot, apartment, or building, as he case may be, to the allottees and the common areas to the association of allottees or the competent authority, as the case may be, in a real estate project.”

So, from the said statutory provision, it is crystal clear that the promoter can hand over the physical possession of an apartment of his project to an allottee only on execution of a registered conveyance deed in his favour but not prior to that. The proviso to Sec.17(1) further provides that, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, shall be carried out by the promoter within three months from the date of issuance of occupancy certificate. In the instant case, the occupancy certificate was obtained on 10.2.2022 and the respondents insistence of payment of balance amount without execution of the conveyance deed is contrary to provision of Section 17(1) of the Act.



19) On the cumulative effect of facts and reasons, we are of the considered view that cancellation of booking vide letter dt.23.2.2023 by respondent is illegal and rejection of the complaint filed by the appellant being not legally tenable is patently erroneous, and therefore, warrants our interference.

20) Accordingly, the impugned order dt.13.7.2023, passed by the Odisha Real Estate Regulatory Authority in Complaint Case No.121/2023, is set aside and the letter dt.23.2.2023 for cancellation of booking is held to be illegal and unlawful and the respondent is directed to raise a fresh demand with delayed interest @ **10.35% from 1.4.2022 to 18.1.2023** to the appellant by giving one month time for payment so as to enable the respondent for execution of the conveyance deed. We make it clear that in the event the appellant does not pay the fresh demand of the respondent within the stipulated time, as mentioned above, the respondent shall be at liberty to take recourse to Section 11(5) of the Act for cancellation of the allotment.

21) Accordingly, the appeal stands allowed.

22) The records of the learned Authority be returned back forthwith.

Send a copy of this order each to the appellant and the respondent-Authority.

Justice P.Patnaik
Chairperson

MP

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