

**IN THE WEST BENGAL REAL ESTATE APPELLATE TRIBUNAL
KOLKATA - 700 075**

Present: 1. Justice Rabindranath Samanta
Hon'ble Chairperson

2. Shri Gour Sundar Banerjee
Hon'ble Judicial Member

3. Dr. Subrat Mukherjee
Hon'ble Administrative Member

WBREAT/APPEAL NO. – 007/2024

**Shri Joydeep Majumder, Director,
Senco Infrastructure Pvt. Ltd.**
411/20, Hemanta Mukhopadhyay Sarani (Gariahat Road),
Kolkata- 700 029.

..... Appellant

-Vs -

Suchismita De
950, Pelican Nature, Kamalgazi,
P.O.-Narendrapur, South-24-Parganas,
PIN.- 700 103.

..... Respondent

Mr. Bodhisattya Haldar, Advocate,

For the Appellant

Mr. Sudip Kumar De, authorised representative

For the Respondent

Heard on : 23.08.2024

Judgment on : 17.09.2024

Rabindranath Samanta, J:-

Challenge in this appeal is against the Order dated 30.01.2024 passed by the learned West Bengal Real Estate Regulatory Authority (for short Regulatory Authority) in Complaint No. WBRERA /COM000338.

By the impugned Order, the learned Regulatory Authority directed the Appellant/Promoter to execute and register the Deed of Conveyance in favour of the Respondent / Complainant in respect of the flat booked by the Complainant and simultaneously deliver possession of the flat booked by her along with keys within thirty days from the date of receipt of the order. The Appellant was also directed to pay interest to the Complainant for the delay in delivery of possession for the period starting from 24.12.2022 (scheduled date of delivery of possession) till the date of actual delivery of possession @SBI PLR +2% per annum on the amount

of Rs.30,19,320/- (Rupees thirty lakh nineteen thousand three hundred twenty only) paid by the Complainant and the payment was to be made simultaneously with the delivery of possession. By the same order the Complainant was directed to pay the remaining amount of Rs.22,84,527/- (Rupees twenty two lakh eighty four thousand five hundred twenty seven only) of the total cost of the flat to the Respondent simultaneously with the delivery of possession. However, parties were at liberty to adjust the amount and pay the remaining amount to the other party and the payment shall be made by bank transfer to the account of the parties concerned.

The Appellant assails the impugned order, *inter alia*, on the grounds that the learned Regulatory Authority erred in directing the Appellant to pay interest from 24.12.2022 whereas despite demands made by the Appellant to the Respondent to pay off the balance amount of the consideration money, the Respondent failed to pay it. The Appellant submits that it is specifically recited in the Agreement for Sale that possession of the flat shall not be handed over to the Respondent until all the payments have been made by her as per the payment schedule under the Agreement. The Appellant states that the flat booked by the Respondent has been made complete for occupation and the Respondent, on payment of the balance consideration amount may take possession of the flat. Hence, the Appellant prays that the impugned Order dated 30.01.2024 be set aside and the Respondent be directed to clear the outstanding dues and pay the statutory interest.

Before we dispose of the appeal, the background facts of the matter need to be portrayed. The factual matrix as emanating from the complaint filed by the Respondent/Complainant with the learned Regulatory Authority may be encapsulated as under:-

The Respondent/Complainant booked a flat being No. '3D' measuring about 1219 sq. ft. (super built up area) on the 3rd floor of a project namely 'Southern Sky' together with a car parking space on the ground floor at holding No. 2100, Dakshin Kumrakhali, N.S. Road, under Ward No.-27, Rajpur-Sonarpur Municipality, P.S. – Sonarpur, now Narendrapur, Dist.- South-24-Parganas, as particularised in the complaint, at the consideration of Rs.50,32,200/- (Rupees fifty lakh thirty two thousand two hundred only). In that regard, an Agreement for Sale was entered into between them on 24.09.2022. As per the terms and conditions of the Agreement the Appellant was to deliver possession of the flat with the car parking space to the Respondent within three months from the date of Agreement i.e. on or before 24.12.2022. It is recited in the Agreement that in case the Developer fails to give possession of the flat to the purchaser within the period as stipulated, the Developer shall pay interest at the then rate of bank interest per annum. In

spite of requests made by the Respondent several times verbally and in writing, the Promoter failed to make the flat ready for possession. The Respondent complains that the project has not yet been completed and as such possession of the flat cannot be delivered. The Respondent paid Rs.31,70,286/- (Rupees thirty one lakh seventy thousand two hundred eighty six only) including GST out of the consideration amount to the Appellant during the period from 24.09.2022 to 24.11.2022. By a letter dated 10.05.2023, communicated by registered post, the Respondent complained to the Appellant that the flat booked by her was not completed and ready for occupation and as such she requested the Appellant to deliver possession of the flat after making it complete. On such grounds, the Respondent sought orders from the learned Regulatory Authority directing the Appellant to complete the project immediately, deliver possession of the flat to her without any further delay and pay her the accrued interest on the amount of money paid by her.

The Appellant contested the complaint by filing a Written Response by way of an affidavit. The Appellant admits in his affidavit that the Respondent/Complainant booked a residential flat No. '3D' measuring about 1219 sq. ft. (super built up area) on the 3rd floor of the project namely 'Southern Sky' together with a car parking space at Kumrakhali, P.S.–Sonarpur, now Narendrapur, Dist.- South-24-Parganas at the consideration of Rs.50,32,200/- (excluding GST and other charges). Till 24.11.2022 the Respondent paid a total amount of Rs.31,70,286/- as against the total consideration of Rs.54,54,813/-(Rupees fifty four lakh fifty four thousand eight hundred thirteen only) [Rs.50,32,200/- for the flat and car parking space plus Rs.2,51,610/- as GST @5% plus Rs.1,20,681/- as extra development charges]. Out of the total consideration amount of Rs.54,54,813/- the Respondent paid an amount of Rs.31,70,286/-. As such, an amount of Rs.22,84,527/- is due from the Respondent to him. The Appellant asserts that it is specifically stated in the Agreement for Sale that until the Respondent pays off the outstanding or balance consideration amount, possession of the flat will not be delivered to her. The Appellant states that he requested the Respondent to clear the balance amount and take possession of the flat, but to no effect. In this context, the Appellant complains that in the same project a flat was booked by Mr. Sudip Kumar De, a brother of the Respondent Ms. Suchismita De and the Appellant registered the Deed of Conveyance in his favour. But, in breach of his promise, the brother of the Respondent did not pay the balance consideration money to him. The Appellant alleges that both the Respondent and her brother harboured an intent to cheat him and extort money from him by making false and frivolous statements before the learned Regulatory Authority. On such reasons and denying the averments / allegations as made by the Respondent in the complaint the Appellant

submits that the complaint filed by the Respondent be dismissed and the Respondent be directed to clear the outstanding dues as per the Agreement for Sale, pay the statutory interest from November, 2022 on the unpaid amount of Rs.22,84,527/- and take delivery of possession of the flat and car parking space.

Upon hearing the learned Advocate for the Appellant/Promoter and the Respondent through her authorized representative and on consideration of the affidavits filed by the parties and the documents on record the learned Regulatory Authority passed the impugned Order as quoted above.

Now, the question which begs our consideration is whether the impugned Order is sustainable?

In the appeal, the Respondent filed affidavit in opposition and the Appellant has filed affidavit in reply.

Mr. Bodhisattya Halder, learned Advocate appearing for the Appellant submits that the Respondent booked the flat along with a car parking space at the total consideration of Rs.54,54,813/- including other charges as stated as Part-III, Page-13 of the Agreement for Sale. Out of this consideration amount the Respondent till 24.11.2022 paid Rs.31,70,286/- and an amount of Rs.22,84,527/- is due from the Respondent. Mr. Halder points out that it is clearly stated in the Agreement for Sale that until the Respondent clears the outstanding dues, possession of the flat cannot be delivered to her. Mr. Halder further submits that the project as undertaken by the Appellant is complete for habitation and many flat owners who have taken possession of their respective flats are now residing there. Learned Advocate argues that since the building plan was sanctioned in offline mode, Completion Certificate will not be obtained at present offline because sanction of plan and issuance of Completion Certificate are now regulated through online portal. Learned Advocate submits that his client is ready to deliver possession of the flat to the Respondent provided the Respondent clears the outstanding dues and the statutory interest payable by her due to non-payment of the balance consideration amount. In such context, Mr. Halder argues that the impugned Order is liable to be set aside and the Respondent be directed to pay off the balance amount of Rs.22,84,527/- and the statutory interest thereon.

Mr. Sudip Kumar De, authorized representative, appearing for the Respondent submits that the consideration of the flat together with the car parking space was fixed at Rs.50,32,200/-. Out of this consideration amount, the Respondent paid Rs.31,70,286/- including GST during the period from 24.09.2022 to 24.11.2022. Mr. De vehemently submits that till today the project

including the flat booked by the Respondent has not yet been completed for human habitation and because of this the Appellant could not obtain either Completion Certificate or Occupancy Certificate or both from the concerned Municipal Authority. Mr. De submits that since the flat was not made complete and no notice relating to delivery of possession of the flat was ever issued to the Respondent within the stipulated period of three months as spelt in the Agreement, the Respondent did not pay the balance consideration amount before she received notice or letter to delivery of possession of the flat. In such backdrop, Mr. De submits that the impugned Order passed by the learned Regulatory Authority does not suffer from any illegality.

As it is evident from the pleadings of the parties, the Respondent / Complainant asserts that as per the Agreement for Sale the consideration amount of the flat together with a car parking space was fixed at Rs.50,32,200/- and out of this consideration amount the Respondent has paid Rs.31,70,286/- including GST to the Appellant up to 24.11.2022. However, the Appellant asserts that the consideration amount for the flat together with a car parking space was fixed at Rs.54,54,813/- including Rs.50,322/- as legal charges, Rs.2,561,610/- as GST @5% and Rs.1,20,681/- as extra development charges.

Perusal of the agreement for sale dated 24.09.2022 between the parties reveals that the total consideration of the flat with a car parking space was fixed at Rs.50,32,200/-(Rupees fifty lakh thirty two thousand two hundred only) (excluding GST). Besides, as it appears from Part-III of the Agreement, the Respondent was to pay additional / extra charges (one time) which included transformer charges, legal charges, advance maintenance charges etc. As delineated in the written response submitted by the Appellant by way of affidavit and in the Memorandum of Appeal, apart from the consideration amount of Rs.50,32,200/- payable by the Respondent, the Respondent before execution and registration of the Deed of Conveyance was to pay the following charges :

- i) Rs.50,322/- as legal charges (1%),
- ii) Rs.2,51,610/- as G.S.T. (@5%) and
- iii) Rs.1,20,681/- as extra development charges

totalling Rs.4,22,613/-(Rupees four lakh twenty two thousand six hundred thirteen only).

As the aforesaid amount of Rs.4,22,613/- is spelt in the Agreement for Sale in express terms and since no documentary evidence is forthcoming from the side of the Respondent to

invalidate or belie such recitals, this Tribunal may come to this inference unhesitatingly that before execution and registration of Deed of Conveyance and delivery of possession of the flat the Respondent was to pay the total amount of Rs.54,54,813/-. Admittedly, the Respondent has paid an amount of Rs.31,70,286/- towards a part payment of the consideration. That being so, the Respondent is liable to pay the balance amount of Rs.22,84,527/- before the date of execution and registration of the Deed of Conveyance as well as the delivery of possession of the flat with a car parking space.

It is stated by the Respondent that as per the conditions of the Agreement, the Appellant was to deliver possession of the flat to her within three months from the date of the Agreement for Sale. It is contended by her that the project including the flat has not yet been completed for human habitation and because of this the Appellant could not obtain either Completion Certificate or Occupancy Certificate from the concerned Municipal Authority. In such circumstances, the Respondent urges that the Appellant be directed to pay the statutory interest on the amount of money paid by her from the dates of payment of the amount till possession of the flat is delivered to her.

It is the contention of the Appellant as appearing from the Affidavit in Response submitted by the Appellant to the learned Regulatory Authority and the Memorandum of Appeal filed in this Tribunal, ordinarily possession is delivered within nine months from the date of execution of the Agreement. But, due to insistence and highhandedness of Dr. Biswanath De, the father of the Respondent, time of possession was written in the Agreement as 'within six months from the date of the Agreement'. But due to a typographical mistake, it was spelt in the Agreement that possession would be delivered within three months from the date of the Agreement. In such context, the Appellant alleges that Mr. Sudip Kr. De, the brother of the Respondent booked a flat in the same project of the Appellant and though the Appellant executed and registered a Deed of Conveyance in his favour, her brother did not pay the balance consideration amount to him. The Appellant complains in the Memorandum of Appeal that both Mr. Sudip Kr. De and the Respondent Ms. Suchismita De harboured an ill motive to cheat the Appellant and extort money from him.

The Agreement for Sale under the heading 'Possession and Conveyance' reads as under :

'Possession date within 06 (six) months from the date of this Agreement. That we will deliver the possession of this flat within 03 (three) months from the date of this Agreement'

True, under the same heading 'Possession and Conveyance', it is recited in the Agreement that possession shall not be handed over to the Purchaser/s until all payments have been duly made as per the payment schedule under this Agreement by the Purchaser/s to the Developer. As regards delivery of possession, one part of the recitals says that possession date will be within six months from the date of the Agreement, but the latter part of it speaks that possession of the flat will be delivered within three months from the date of the Agreement. Now, the question crops up what will be the harmonious construction of the aforesaid recitals relating to the possession? This Agreement was executed on 24.09.2022. In the Appeal being No.WBREAT/Appeal No.007 brought by the same Appellant against Mr. Sudip Kr. De, the brother of the Respondent, this Tribunal has observed that after Mr. Sudip Kr. De paid almost the entire consideration amount to the Appellant, the Appellant executed and registered a Sale Deed dated 25.06.2022. But, Mr. Sudip Kr. De is yet to get possession of the flat. The doctrine of preponderance of probability, if pressed into service, this inference crops up that both the brother and sister intended to occupy the respective flat booked by them at the same time. It is trite to say that the Real Estate (Regulation and Development) Act, 2016 has been enacted with the solemn object to protect the interest of consumers of the Real Estate Sector. In such view of the matter, construction of the recitals of an instrument which will be favourable to consumer would be accepted.

Therefore, this Tribunal is of the view that the parties agreed to deliver possession of the flat with a car parking space to the Respondent / Complainant Ms. Suchismita De within three months from the date of the execution of the Agreement. As the legal proposition goes, while the timeline as above has been incorporated in the Agreement in express terms, such contents of the Agreement shall not be allowed to be altered or varied by oral evidence. However, if any defence is made out in the pleading that such recitals/contents of the instrument have been incorporated therein by exercise of undue influence or intimidation, the concerned person by adducing oral evidence shall prove it. But, no such evidence has been adduced from the side of the Appellant to establish such defence.

If the timeline of three months is considered in proper perspective, the Respondent, within a period from 24.09.2022 i.e. from the date of execution of the Agreement to 24.11.2022, has paid Rs.31,70,286/- including GST which is a major part of payment out of the total consideration of Rs.54,54,813/-. It is contended by the Respondent that the project including the flat together with a car parking space has not yet been completed for human habitation and because of this the Appellant could not obtain either Completion Certificate or Occupancy Certificate from the

concerned Municipal Authority. The Respondent states that by repeated requests through e-mail and by a letter dated 10.05.2023, communicated by registered post, she informed the Appellant that the project was not complete and called upon him to complete the project and deliver possession of the flat to her. An authenticated photocopy of the letter dated 10.05.2023 annexed to the affidavit submitted by the Respondent to the learned Regulatory Authority substantiates such plea of the Respondent. Interestingly, the Appellant at Page 5 of the Memorandum of Appeal avers that in the month of April 2023 when the flat was ready and he was willing to hand over possession of the flat to the Respondent, then the Respondent demanded some changes in the common wall of the garage space. This, unequivocally, shows that either within the period of six months or three months as stated in the Agreement from the date of execution of the Agreement on 24.09.2022, the Appellant could not complete the flat. The Respondent also contends that no letter or notice of possession was ever sent to her from the Appellant requesting her to take delivery of possession of the flat. It is emphatically asserted by the Respondent that since the flat was not ready for occupation, she was not willing to take possession of the flat after paying the rest consideration amount.

According to Section 11(4)(b) of the Real Estate (Regulation and Development) Act, 2016 the Promoter shall be responsible to obtain the Completion Certificate or the Occupancy Certificate, or both, as applicable from the relevant Competent Authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of the allottees, as the case may be. On the other hand, Section 19(10) of the Act enjoins that every allottee shall take physical possession of the apartment, plot or building as the case may be within a period of two months of the Occupancy Certificate issued for the said apartment, plot or building as the case may be. In the model Agreement for Sale at Annexure-‘A’ appended to the West Bengal Real Estate (Regulation and Development) Rules 2021 under the heading ‘Procedure for taking Possession’ provides that the Promoter upon obtaining the Occupancy Certificate from the Competent Authority shall offer in writing the possession of the apartment to the allottee in terms of the Agreement to be taken within three months from the date of issue of such notice and Promoter shall give possession of the apartment to the Allottee.

The aforesaid provisions of the Real Estate (Regulation and Development) Act, 2016 and the terms of the model Agreement as excerpted above, clearly demonstrate that the possession of flat/apartment cannot be delivered to an allottee without obtaining Completion Certificate or Occupancy Certificate by the Promoter from the concerned Municipal Authority.

Section 3 of the RERA Act mandates that unless a Completion Certificate in respect of a project is issued, the project shall be termed as ongoing project. As the factual aspects emerge, the Appellant has failed to obtain either Completion Certificate or Occupancy Certificate from the concerned Municipal Authority i.e. Rajpur-Sonarpur Municipality.

Endeavour has been made on behalf of the Appellant to impress that since the building plan in respect of the project was sanctioned in offline mode and since online mode has been introduced, no Completion Certificate is now obtainable in respect of the Sanctioned Plan issued before hand through offline mode. But, the Municipal Law, occupying the field, speaks otherwise. In this regard, it will be pertinent to refer to Section 212 of the West Bengal Municipal Act, 1993. Section 212 of the Act reads as under :

“S. 212. Completion Certificate – (1) Every person submitting an application with building plan or a work to which such application relates shall, within one month after the completion of erection of such building or execution of such work deliver or send or cause to be delivered or sent to the Municipality a notice, in writing, of such completion accompanied by a certificate in such form as may be prescribed and shall give to the Municipality all necessary facilities for inspection of such building or work.

(2) No person shall occupy or permit to be occupied any such building or use or permit to be used any building or any part thereof affected by any such work until permission has been granted by the Municipality in this behalf in accordance with the rules and the regulations made under this Act:

Provided that if the Municipality fails, within a period of thirty days of receipt of the notice of completion, to communicate its refusal to grant such permission, (such person may make a representation in writing to the Chairman, and the Chairman shall, after such inquiry as he may think fit and after giving such person an opportunity of being heard, grant such permission, or communicate his refusal to grant such permission stating the reasons therefor, within a period of thirty days from the date of receipt of the representation as aforesaid failing which) such permission shall be deemed to have been granted.”

Rule 34 of the West Bengal Municipal (Building) Rules, 2007 speaks of Occupancy Certificate. Rule 34 provides that within fifteen days of receipt of the notice of completion of building or work, the Board of Councillors or the authorized representative in this behalf shall inspect the building or work and shall satisfy itself or himself that the erection of the building or

the execution of the work has been done in accordance with the sanctioned plan. Within fifteen days from inspection, the Board of Councillors shall, if it is satisfied that the building or the work has been completed in accordance with the sanctioned plan, issue an Occupancy Certificate, in Form 'H'. The Board of Councillors shall not permit connections to be made to municipal water mains and municipal drains from any new building in respect of which Occupancy Certificate has not been issued. Form 'H' prepared in consonance with Rules 34(2), 34A and 34B of the West Bengal Municipal (Building) Rules, 2007 prescribes granting various kinds of Occupancy Certificate viz. Occupancy Certificate in full, Partial Occupancy Certificate and Blockwise Occupancy Certificate. It is trite to say that Occupancy Certificate is issued certifying a building to be fit for occupation / partial occupation or blockwise occupation.

To deal with the contention of the Respondent in her Affidavit in Opposition that the project was not fit for occupation since Completion Certificate or Occupancy Certificate was not issued, Mr. Bodhisattya Halder, learned Advocate for the Appellant by producing a letter dated 06.08.2024 issued by Ms. Sarbani Majumdar, an Architect which is on record in connection with the appeal being No.WBREAT/Appeal No.006/2024, submits that because of sanction of the building plan of the project was made offline and sanction of plan is now processed through online mode, issuance of Completion Certificate in respect of the earlier sanctioned plan is now on hold since August, 2021 with the introduction of a portal OBPAS (online sanction process).

While the statutory provisions under Section 221 of the West Bengal Municipal Act, 1993 and the Rules 34, 34A and 34B of the West Bengal Municipal (Building) Rules, 2007 mandate issuance or granting of Completion Certificate and Occupancy Certificate in respect of a building certifying the building to be fit for occupation, the aforesaid letter of the Architect cannot be acceptable as a statutory document ignoring the mandatory provisions as above. It seems to us that the Architect Ms. Sarbani Majumdar issued the Certificate in her individual capacity and not as an official or authorized representative of the concerned Municipal Authority i.e. Rajpur-Sonarpur Municipality.

Therefore, from the aforesaid legal and factual scenario, it may be held that the building of the project including the flat undertaken by the Appellant has not been made complete. Therefore, permitting a flat owner to occupy a flat of the project without obtaining Completion Certificate or Occupancy Certificate or both is strictly prohibited by law. As Section 17(2) of the Real Estate (Regulation and Development) Act, 2016 enjoins, after obtaining the Occupancy Certificate and

handing over the physical possession to the Allottees in terms of sub-section (1), it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas to the Association of the Allottees or the Competent Authority as the case may be, as per the local laws.

While obtaining Completion Certificate as well as Occupancy Certificate by the Promoter is a statutory mandate, the claim of the Promoter that the project is fit for human habitation as many flat owners are occupying their respective apartments in the project is not warranted by law.

It appears from the Agreement for Sale dated 24.09.2022 that the Promoter agreed that he would deliver possession of the flat to the Respondent / Complainant within three months from the date of execution of the Agreement i.e. within December 24, 2022. As observed above, within a period from 24.09.2022 to 24.11.2022 the Respondent paid the major portion of the consideration amount but the project including the flat was not complete. Since the Appellant has failed to obtain Completion Certificate or Occupancy Certificate or the both in accordance with the mandatory directives of the Municipal Laws, it will be held in legal parlance that the project including the flat together with a car parking space has not yet been completed for human habitation. No iota of document has been produced by the Appellant to establish that any notice or letter of possession was ever sent to the Respondent requesting her to take delivery of possession of the flat. So, the Respondent was within a justifiable domain not to clear the outstanding dues to the Appellant till the flat was ready for occupation and delivery of possession.

Since the Respondent has not withdrawn herself from the project, she is entitled to get statutory interest on the amount she paid to the Appellant for the period from 24.12.2022 till possession of the flat is lawfully delivered to her.

Considering the totality of the factual matrix and the attending circumstances, this Tribunal is of the view that the Respondent-flat buyer is not liable to pay any interest because of the non-payment of the rest consideration money within the timeline as agreed between the parties.

In view of the findings as recorded above, the impugned Order passed by the learned Regulatory Authority needs modifications.

Therefore, the question as posed for consideration is answered accordingly.

In the light of the observations as above, the appeal is disposed of by passing the following directions.

The Appellant is directed to obtain Completion Certificate as well as the Occupancy Certificate from the concerned Municipal Authority immediately and after issuing notice of delivery of possession to the Respondent shall deliver possession of the flat together with a car parking space to her immediately thereafter. The Appellant is directed to pay interest @SBI PLR + 2% per annum on the amount of Rs.31,70,286/- (Rupees thirty one lakh seventy thousand two hundred eighty six only) from the dates of its payment from 24.12.2022 till the date of delivery of possession of the flat to the Respondent/Complainant. The Respondent is directed to pay the balance amount of Rs.22,84,527/- to the Appellant before or on the date of delivery of possession of the flat together with a car parking space.

With such directions, the impugned Order passed by the learned Regulatory Authority stands modified.

If no appeal is preferred by the Appellant and the appeal period as per Section 58 of the Real Estate (Regulation and Development) Act, 2016 is over, the Secretary of this Tribunal shall disburse the amount as deposited by the Appellant with this Tribunal with accrued interest thereon.

However, it is made clear that till the Respondent gets delivery of possession of the flat together with a car parking space the statutory interest which she will be entitled to get will be recoverable by bringing execution petition before the learned Regulatory Authority in accordance with law.

No Order as to costs.

Let a copy of this Judgment be communicated to all concerned by e-mail immediately.

Send down the case record along with a copy of this Judgment to the learned Regulatory Authority for information.

Sd/-
Justice Rabindranath Samanta
Chairperson
West Bengal Real Estate
Appellate Tribunal

Sd/-
Shri Gour Sundar Banerjee
Judicial Member
West Bengal Real Estate
Appellate Tribunal

Sd/-
Dr. Subrat Mukherjee
Technical/Administrative Member
West Bengal Real Estate
Appellate Tribunal

By Order of WBREAT

Dated:

Authorised Signatory