

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

**WBREAT / APPEAL No. – 009/2024**

Present: 1. Justice Rabindranath Samanta  
Hon'ble Chairperson  
2 Dr. Subrat Mukherjee  
Hon'ble Administrative Member

**Smt. Seema Pandey** .....Appellant  
1, Dhapa Road, P.S. Pragati Maidan,  
Kolkata – 700 105.

- Vs -

**M/s P.S. Group Realty Pvt. Ltd.** .....Respondent  
1002, EM Bypass Road, Mirania Gardens 2, Dhapa,  
Kolkata – 700 105.

Mr. Soupayan Sinha Roy, Advocate through virtual mode **For the Appellant**

Ms. Moumita Kumar and **For the Respondent**  
Ms. Taniya Saha, Authorised Representatives

**Order No. 07 dated 18/11/2024**

Ms. Moumita Kumar, Authorised Representative for the Respondent submits Compliance Report by way of affidavit. Let the Compliance Report be taken on record.

Ms. Kumar, submits that in compliance with the Order dated 23/09/2024 passed by this Tribunal, the Appellant Smt. Seema Pandey paid a sum of Rs.3,37,843/-(Rupees three lakh thirty seven thousand eight hundred forty three only) as the stamp duty and a sum of Rs.75,720/-(Rupees seventy five thousand seven hundred twenty only) as registration fees to the Respondent M/s P.S. Group Realty Pvt. Ltd. on 8<sup>th</sup> November, 2024. She submits that after the Appellant paid the aforesaid amount, the Respondent executed and registered the deed of conveyance in respect of the flat involved in the matter in favour of the Appellant on 12<sup>th</sup> November, 2024.

Mr. Soupayan Sinha Roy, learned Advocate appearing for the Appellant through virtual mode submits that after his client paid the amount as above on 8<sup>th</sup> November, 2024, the Respondent executed and registered the deed of conveyance in favour of his client on 12<sup>th</sup> November, 2024. Mr. Sinha Roy submits that his client will have no objection if the appeal is disposed of on full satisfaction in terms of the Compliance Report.

Background fact, to put precisely, the Appellant Seema Pandey booked a flat being No. 4-13E in the project namely ONE 10 at Mouza – Thakdari under Bidhannagar Municipal Corporation, P.S.



New Town, North 24 Parganas at the consideration of Rs. 84,46,049/- (Rupees eighty four lakh forty six thousand forty nine only). In that regard an agreement for sale was entered into between the parties and the agreement was registered on 7<sup>th</sup> July, 2020. Out of the consideration of Rs. 84,46,049/- (Rupees eighty four lakh forty six thousand forty nine only), the Appellant paid a sum of Rs. 60,93,183.18/- (Rupees sixty lakh ninety three thousand one hundred eighty three and eighteen paise only). The Respondent P.S. Group Realty Pvt. Ltd. requested the Appellant to pay off the dues time and again, but to no effect. In consequence thereof the Respondent cancelled / terminated the agreement vis-a-vis the allotment by a termination letter dated 12/01/2023. According to the Respondent, the sum of Rs. 40,39,941.49/- (Rupees forty lakh thirty nine thousand nine hundred forty one and forty nine paise only) was due from the Appellant since July, 2023.

On consideration of the affidavit of complaint submitted by the Respondent and the affidavit submitted by the Appellant and on hearing the parties learned West Bengal Real Estate Regulatory Authority (for short Regulatory Authority) by the order dated 29/04/2024 disposed of the complaint registered as WBRERA / COM 000563 by passing the following order:

“That this Authority has no objection if the agreement for sale executed between the parties on 07/07/2020 is cancelled by the Complainant unilaterally and the Complainant shall refund the balance amount, if any, paid by the Respondent after deduction of the booking amount of Rs. 8,44,605/- (Rupees eight lakh forty four thousand six hundred five only) as per the agreement for sale executed between the parties on 09/09/2022 and refund shall be made within 45 days from the date of receipt of this order through e-mail.

The Respondent- Allottee is hereby directed to provide all necessary co-operation for de-registration of the agreement for sale. If required, the deed of cancellation of the said agreement for sale can be registered unilaterally by the Complainant. The ADSR, Rajarhat, New Town, North 24 Parganas is directed to take necessary steps for de-registration of the said agreement for sale by the Complainant unilaterally.

After de-registration of the agreement for sale and cancellation of the said agreement and the termination of the allotment of the Respondent- Allottee, the Complainant shall be at liberty to allot the same to any other person.

With the above directions this matter is hereby disposed of’.



The Appellant / Allottee has approached this Tribunal by preferring this appeal challenging the impugned order dated 29/04/2024 passed by the learned Regulatory Authority.

During hearing of the appeal this Tribunal, after hearing the parties, by order dated 22/07/2024 directed the parties to sit together on 26<sup>th</sup> July, 2024 at 1.30 P.M. at the office of the Respondent to have talks for the purpose of resolving the dispute / matter amicably. In compliance of this order the parties by a settlement agreement dated 30/07/2024 have settled the matter on the terms and conditions as spelt in the agreement.

The terms and conditions of the settlement agreement dated 30/07/2024, are excerpted as under:

- “1. In exchange for the declaration made by both the Complainant and the Respondent, in the hearing by West Bengal Real Estate Appellate Tribunal on 22<sup>nd</sup> July, 2024, both the parties herein mutually record as follows.
2. Further parties agree that the outstanding amount on consideration including accrued interest and extras and deposits, as on date is Rs. 50,15,421/- (Rupees fifty lakh fifteen thousand four hundred twenty one only).
3. The total amount of Rs. 50,15,421/- (Rupees fifty lakh fifteen thousand four hundred twenty one only) would be adjusted against Rs. 39,62,285/- (Rupees thirty nine lakh sixty two thousand two hundred eighty five only), already paid by the Complainant, but kept in the suspense account, as the case is sub-judice with WBREAT.
4. It has been agreed by the Complainant that the Complainant would clear outstanding amount of Rs. 10,53,136/- (Rupees ten lakh fifty three thousand one hundred thirty six only) by 5<sup>th</sup> August, 2024. On receiving Rs. 10,53,136/- (Rupees ten lakh fifty three thousand one hundred thirty six only), the termination would be revoked with immediate effect and the allotment would stand valid.
5. On the contrary of the above point, the allotment would be cancelled and WBRERA order dated 29<sup>th</sup> April, 2024 would prevail.”

However, due to some differences cropped up between the parties, the deed of conveyance was not executed and registered within the time-line as directed by this Tribunal by Order dated 29<sup>th</sup> August, 2024.

Ultimately, this Tribunal, by Order dated 23/09/2024 directed the Appellant to pay Rs.3,37,843/-(Rupees three lakh thirty seven thousand eight hundred forty three only) as stamp duty and Rs.75,720/-(Rupees seventy five thousand seven hundred twenty only) as registration fees to the Respondent by 6<sup>th</sup> November, 2024. The Respondent was directed to execute and register the deed of conveyance in respect of the flat in favour of the Appellant by 14<sup>th</sup> November, 2024. By the same Order the Respondent was directed to submit the Compliance Report by 11.30 A.M. today. In



obedience to the Order passed by this Tribunal the Respondent submits the Compliance Report as above.

Since the Appellant has paid the amount as directed by this Tribunal to the Respondent and Respondent has executed and registered the deed of conveyance in favour of the Appellant by the time-line as fixed by this Tribunal, we think that the appeal may be disposed of on full satisfaction.

Accordingly, the appeal is disposed of on full satisfaction.

Consequently, the termination / cancellation of the agreement between the parties stands revoked and the Order dated 29/04/2024 passed by the learned Regulatory Authority stand set-aside.

No Order as to cost.

Let a copy of this order be communicated to the Appellant through her learned Advocate and the Respondent through its Authorised Representative by e-mail immediately.

Let a copy of this order be communicated to the learned Regulatory Authority for information.

Sd/-

**JUSTICE RABINDRANATH SAMANTA**  
Chairperson  
West Bengal Real Estate Appellate Tribunal

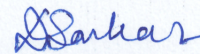
Sd/-

**Dr. SUBRAT MUKHERJEE**  
Technical/Administrative Member  
West Bengal Real Estate Appellate Tribunal

By Order of WBREAT

Dated:

18/11/2024



Authorised Signatory

Section Officer  
W.B. Real Estate Appellate Tribunal  
West Bengal