

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No. WBRERA/COM000344

Adwitiya Roy. Complainant

Vs

Merlin Projects Limited..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 29.04.2024	<p>Complainant Adwitiya Roy (9830549544 & email Id: adwitiya84@gmail.com) alongwith her Advocate Prem Kumar Singh are present in the physical hearing and signed the attendance sheet. The Advocate of the Complainant is hereby directed to submit his vakalatnama immediately before the Authority either by hand or by email.</p> <p>Mrs. Deepa Das (Mobile - 9836301188, email - deepa.das@merlinprojects.com), DGM Audit and Risk of the Respondent Company is present in the physical hearing today and signed the Attendance Sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complaint Petition,-</p> <p>a) The complainant availed a home loan from Canara Bank for booking a flat in the project "Merlin The One" of the Respondent Company. The initial Agreement for Sale was signed on 15th September 2020.</p> <p>b) The project falls within the jurisdiction of the regulatory authority RERA, which governs the rules in West Bengal. The loan was disbursed by Canara Bank based on the milestones achieved by the project.</p> <p>c) The initial date of possession, as mentioned on the HIRA/RERA site, was June 2022. However, due to the Covid-19 pandemic, an extension was granted to the Merlin Group, and the revised date of project completion accepted by HIRA/RERA was 30th March 2023.</p> <p>d) During the registration formalities, an interest component of Rs.24245.28 was added to the charges as a late payment penalty. The complainant verbally requested the waiver of this interest amount but received no documentation supporting this request. The complainant unknowingly signed a document during the registration process, supposedly waiving off the interest and relinquishing any future claims of interest from Merlin in case of project delays. However, no copy of this letter was provided by the Respondent.</p> <p>e) Furthermore, the inclusion of a concerning clause in the registration document, where the complainant unwittingly relinquished all rights</p>	

to claim from Merlin, was discovered on June 29th, 2023. This clause was not disclosed or explained to the buyer during the registration process and is in breach of the original sale agreement, which follows HIRA/RERA rules and protects the rights and interests of the buyer.

- f) On September 22nd, 2022, the complainant received an email from Merlin Projects stating that the possession of the apartment in the project "Merlin The 1" would commence as per the revised HIRA deadline from March 2023. The registration process was completed based on this email.
- g) On March 9th, 2023, Merlin sent another email offering fit-out for the apartment. However, the complainant declined the fit-out offer on April 15th, 2023, expressing dissatisfaction with the delay and unfulfilled promises of the possession date made in the original brochure, in the HIRA / RERA website, and in subsequent emails from the Merlin Group.
- h) On May 9th, 2023, the complainant requested their customer ledger to be shared by Merlin Group, which was provided with an outstanding interest balance. In response, the complainant expressed a desire to pay off any outstanding amount and questioned why the interest amount continued to grow despite the interest waiver granted during the registration process, the existence of the dubiously signed letter was not known to the complainant until June 29th, 2023.
- i) On June 19th, 2023, the complainant sent an email to Merlin Projects with the demand invoice for Rs.128,898, representing the interest payable by Merlin as of June 13th, 2023 due to the delay in possession as per the extended Completion Date on the HIRA / RERA website. This email was titled "Non-Compliance with Agreement Terms and Request for Interest Payment."

The Complainant prays before the Authority for the following relief(s):-

1. Waiver of the interest component of Rs.24,245.28/- added as a late payment penalty.
2. Compensation for the delay in possession and the loss suffered due to the breach of the original sale agreement.
3. Declaration that the inclusion of the concerning clause in the registration document is a breach of the original sale agreement and erstwhile HIRA/RERA rules.
4. Enforcement of the buyer's rights and interests as per the erstwhile HIRA/RERA rules.
5. Completion of the project with all promised amenities before accepting the fit-out or final possession handover.
6. Credit of the payable interest accrued on the apartment to the complainant's account, as per erstwhile HIRA guidelines.
7. Investigation and appropriate action against the unethical practices employed by Merlin, including the use of dubiously signed documents and inclusion of one-sided clauses in the registration document.

After hearing both the parties, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and give the

following directions:-

The Complainant is directed to submit her total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested / self-attested supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and soft copies, within **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

The Respondent is hereby directed to submit his Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested supporting documents, if any, and send the Affidavit (in original) to the Authority serving a copy of the same to the Complainant, both in hard and soft copies, within **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **18.07.2024** for further hearing and order. On the next date hearing shall be held through online mode.



(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority