

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

Complaint No. WBRERA/COM 001334

Neeraj Agarwala ..... Complainant

Vs

Merlin Ganges Project ..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
03 09.04.2026	<p>Complainant (mobile:- 9434359117 &amp; email :- <a href="mailto:neerajagarwala@gmail.com">neerajagarwala@gmail.com</a>), is present in today's hearing physically and signed the attendance sheet.</p> <p>Advocate Satadeep Bhattacharya and Advocate Shreeparna Mitra along with Smt. Deepa Das, Ms. Samanya Sengupta and Ms. Prachi Gourisaria, being the Authorized Representatives of the Respondent Company are present in today's hearing physically by filing vakalatnama and signing the attendance sheet.</p> <p>On the last hearing, the Complainant submitted that the flat in question was not handed over to him by the Respondent and also raised allegation regarding a clause of the draft Sale Deed against which he has objected before the Respondent through letter dated 13.10.2025. He further alleged that such clause is against the statute of the Real Estate (Regulation and Development) Act, 2016. The Complainant again submitted that as per provision of Act, he is entitled to get the interest due to delay in handing over of the possession.</p> <p>The Respondent prayed for a short date for allowing him to respond during the previous hearing and accordingly today's hearing was fixed to enable him to give response. The Respondent placed his arguments today submitting that they could not complete the flat within the stipulated period i.e. within June, 2023 due to Covid pandemic and other reasons. The Authority granted an extension of 9 (nine) months to all the ongoing projects during the Covid period on the basis of which the Respondent also got a project extension up to March, 2024. However, the Respondent could not complete the project within the said period due to various reasons, for which, they applied before the Authority for extension, and extension was granted in favour of them from 01.04.2024 to 30.03.2025 and again from 31.03.2025 to 30.09.2025. Their project got Completion Certificate from the Plan Sanctioning Authority on 31.07.2025, which is in the extension period,</p>	

granted by the Authority. The Respondent argued that as such, the Complainant is not eligible to get compensation due to delay. He also pointed out that they informed the Complainant regarding the delay in completion of the project with option for opting out from the project by the complainant if he desires. But the Complainant did not opt out from the project knowing very well that completion of the project shall be delayed. As such, Complainant cannot claim compensation for delay at this stage.

The Complainant submitted that so far extension granted for nine months under force majeure due to Covid pandemic he has no objection. But he submitted that beyond the Covid period the extension granted to the Respondent does not absolve his right and interest to claim interest for delayed possession as per provision of Real Estate (Regulation and Development) Act, 2016. Against submission of the Respondent regarding intimation from the Respondent to the Complainant about the delay and opting out from the project by the Complainant, the Complainant mentioned the provision of the last paragraph of section 18(1), wherein it is clearly stated that “ *if Allottee does not intend to withdraw from the project, he shall be paid by the Promoter, interest for every month of delay till the handing over of the possession at such rate prescribed by the Authority. As such, he is eligible to get the compensation as per provision of section 18*”.

After hearing both the parties and going through Affidavits and other documents, the Authority would like to come on the plea of the Respondent that they got the extension of the project first up to March, 2024 followed by 30.03.2025 and a further period up to 30.09.2025 from the Authority which allows them not to be liable for payment of delay interest. In this point it is to mention here that the extension of time is considered by the Authority to enable the Promoter to give fresh time line so that the Promoter is not suffered in continuing their project for the want of extension and thereby, facing problems before the other competent Authorities, Banks etc, which, ultimately also causes problem to the homebuyers. But such extension apart from the force majeure events does not extinguish the rights of the Complainant arising out of the provision as mentioned in the Agreement for Sale and also in provision of section 18 as well as section 19 of Real Estate (Regulation and Development) Act, 2016. The relevant Judgment of the Hon'ble Bombay High Court in the matter 'Neelkamal Realtors Suburban Private Limited - VS—Union of India and others 2018(1) RCR (Civil) 298(DB)' also confirms this observation.

So Authority is very much of the opinion that the Complainant is eligible to get interest due to delay in handing over the possession beyond the stipulated date of handing over as per Agreement for Sale for a period up to 31.07.2025 excluding period of 9(nine) months allowed for extension on force majeure ground due to Covid pandemic.

Now, the Authority is hereby pleased to give the following directions:-

- A. As per provision of section 18 of Real Estate (Regulation and Development) Act, 2016 read with Rule 18 of WBRERA Rules, the Respondent shall pay the Complainant interest on the amount invested by the Complainant the rate SBI P.L.R plus 2% to be calculated for the period starting from 01.04.2024 to 31.07.2025, through bank transfer within **45 (forty-five) days** from the date of receiving this order of this Authority by speed post or by email whichever is earlier.
- B. The Complainant shall send his bank account details within **5(five) days** from the date of receiving this order through email.
- C. The Respondent shall also take necessary action for execution of Deed of Conveyance as per the provisions of the Real Estate (Regulation and Development) Act, 2016 including handing over of the possession of the flat along with car parking to the Complainant within **60 (sixty) days** from the date of receipt of this order .
- D. The Complainant is also directed to take necessary actions for execution of Deed of Conveyance as per prevailing law and taking over the possession of the flat from the Respondent.

With this direction, the instant matter is hereby disposed of.

Let the copy of this order be served to both the parties.



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority