

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

Complaint No. WBRERA/COM000932-CP

Merlin Projects Limited Complainant.

Vs.

Manish Kumar Singh. Respondents.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
04 01.07.2025	The Complainant, Merlin Projects Limited is represented by Prachi Gourisaria through online in the instant hearing today ,have submitted hazira, and Authorization letter online which should be kept in record. The Respondent, Manish Kumar Singh is absent in today's hearing. During the last three dates of hearing the Respondent, Manish Kumar Singh was absent without intimation regarding his non attendance. It is also observed that during 2nd hearing dated 16th April,2025 the Respondent, Manish Kumar Singh was contacted over phone twice and on both the occasions he disconnected the phone. It is also to be noted that during the 3rd hearing, the respondent was issued a show cause for willful noncompliance of the Authority's orders of his presence for proper conduct of the instant complaint hearing proceedings. He ignored the directions issued against him for compliance as on date of this hearing. Also the Respondent/Allottee has already been apprised on the last date of hearing that on the next date of hearing this matter shall be heard ex-parte and his booking money may be forfeited. Therefore, today this Authority has no other option but to proceed with ex-parte hearing and disposal of this matter. Heard the Complainant in detail and also examined the Affidavit and documents submitted by the Complainant. The Complainant submitted that the copy of the Affidavit filed by the Complainant has also been sent to the Respondent by hard copy and soft copy and the same has been received by the Respondent. The Respondent has paid only Rs.2,45,975 (including GST) as mentioned in their Affidavit at Page No. 4 para 8. The Complainant prayed for cancellation of the Agreement and to impose penalty upon the Respondent. The Complainant submitted that till date the Respondent has made a total payment of Rs.2,45,975/- (including taxes) against the total demand raised by the Complainant which amounts to Rs.21,18,7610/-. The Complainant further submitted that on 6th April, 2024, the Complainant issued a pre-cancellation notice calling upon the Respondent to make payment of all outstanding dues, including interest, within 30 days. The	

notice further warned that failure to comply would result in the Agreement for Sale being cancelled. And after 30 days the Complainant was forced to issue a Termination Notice on 7th May, 2024 and gave the Respondent another additional 10 days period to clear the outstanding dues of Rs.18,72,635/- (including taxes) along with accrued interest of Rs. 2,86,604/-.

The Agreement for Sale was executed between Merlin Projects Limited and Manish Kumar Singh on 8th September, 2023, and the same was duly registered with the District Sub-Registrar, South-24-Parganas, and recorded in Book No. 1, Volume No. 1602-2023, Pages from 445793 to 445850, bearing No. 160212997 for the year 2023. The copy of the said Registered Agreement for Sale was not submitted by the Complainant with the Affidavit.

Clause 9 of the Proforma of the Agreement for Sale at Annexure 'A' of the West Bengal Real Estate (Regulation & Development) Rule, 2021 provides that, -

"In case of default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated".

Therefore, on examination of the Affidavit submitted by the Complainant and after hearing the Complainant, the Authority is of the considered view that the Respondent has defaulted in making payments of number of consecutive demands made by the Complainant as the payment plan. Therefore, as per the provisions of Clause 9 of the Proforma of the Agreement for Sale at Annexure -'A' of the West Bengal Real Estate (Regulation & Development) Rule, 2021 the Complainant is at liberty to cancel the Agreement for Sale and apply for registration of the Deed of Cancellation of the said Agreement for Sale and apply for registration of the Deed of Cancellation of the said Agreement for Sale. The Complainant shall deduct the booking amount as per Clause 9 of the Proforma of the Agreement for Sale at Annexure 'A' of the West Bengal Real Estate (Regulation & Development) Rule, 2021 as mentioned therein **"by deducting the booking amount."**

Hence, it is hereby,

ORDERED

That this Authority has no objection if the Agreement for Sale executed between the parties on 8th September, 2023 in regard to Flat No. GB, Block -8 on Floor-G, in the Project "Merlin Oikyo Phase-I", is cancelled by the Complainant unilaterally and the booking amount of Rs.2,45,975/- be forfeited by the Complainant, within 45 days from the date of receipt of this Order of the Authority through email.

The Deed of Cancellation of the said Agreement for Sale may be registered unilaterally by the Complainant.

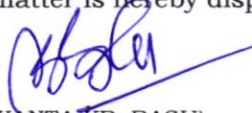
The District Sub-Registrar, South-24-Parganas is directed to take necessary steps for de-registration of the Agreement for Sale dated 8th September, 2023 recorded in Book No. I, Volume No. 1602-2023, Pages from

445793 to 445858, bearing No. 160212997, by the Complainant unilaterally.

After de-registration of the Agreement for Sale and cancellation of the Agreement and termination of the Allotment of the Respondent Allottee, the Complainant shall be at liberty to allot the same to any other Buyer.

Copies of this order be served to both parties immediately.

With above directions the matter is hereby disposed of.



(JAYANTA KR. BASU)
Chairperson

West Bengal Real Estate Regulatory Authority