

**BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI**

COMPLAINT NO. CC006000000056171

Mrs. Bharti Rajnikant Kothari

..Complainant

Verses

M/s. Acropolis Infrastructure Development

Mr. Sachin Karla

Mr. Ajit Sankhe

..Respondents

MahaRERA Regn. No. P99000010537

Coram:

Hon'ble Shri Madhav Kulkarni,
Adjudicating Officer, MahaRERA.

Appearance:

Complainant: In Person

Respondent : Shri Jigar Kamdar

**ORDER
(Dated 24.04.2019)**

1. The complainant who had booked plots with the respondent/builder, seeks withdrawal from the project and refund of her amount with interest.
2. The complainant has alleged that she is 77 years old lady. In the year 2010-11, the respondent contacted complainant through middle man Mr. Praful C. Vora and insisted upon purchasing plots in their township called Vedic Woods at Khandegar, Tal. Vikramgad, Dist. Palghar. Respondent No.2 confirmed basic sale price at Rs.2,60 per sq. ft. Respondent allotted 10 plots each of area of 2824 sq. ft., cost of each plot was Rs.7,34,200/-. Cost of 10 plots was Rs.73,42,000/-. The complainant started making

payments from 23.04.2010 and on the request of respondent no.2, she paid entire consideration till 30.03.2011. The respondent no.2 had promised to execute necessary documents for the transfer of the plot. The complainant several times requested respondent to execute agreement for sale. However, only Memorandum of Understanding which is notarised is executed. Despite several reminders, respondent did not execute documents of transfer of property. The complainant therefore, requested for refund of money. The respondent also did not deliver possession to the complainant.

3. The matter came up before me on 26.03.2019. The complainant's representative was present. Advocate for respondent appeared after arguments for complainant were heard and filed reply. As I am working at Mumbai and Pune Offices in alternative weeks, this matter is being decided now.
4. The respondent has alleged that he has not been served with the copy of the complaint. There was exchange of few notices between the complainant and the respondents. Present complaint is false, frivolous and baseless. The complaint therefore, deserves to be dismissed.
5. Following points arise for my determination. I have noted my findings against them for the reasons stated below:

POINTS	FINDINGS
1 Has the respondent failed to deliver possession of the plots to the complainant as per agreement, without there being circumstances beyond his control?	Affirmative
2 Is the complainant is entitled to the reliefs claimed?	Affirmative
3 What Order?	As per final Order.

*h
2 h.4.19*

REASONS

7. **Point Nos. 1 & 2** – It may be noted that respondent admits having received intimation for the date 25.02.2019. Being unwell that day, I could not attend office. On 26.03.2019, neither respondent nor his advocate appeared. One Mr. Jlgar Kamdar has filed affidavit for the respondent, raising contentions which have been referred by me above. Since complaints are filed online, there is no necessity to serve copy of the complaint on the respondent and he can view it on website. The defence on this ground is not acceptable. In his affidavit, the respondent has referred to exchange of notices which are said to be annexed as Annexure-1. Surprisingly, nothing has been annexed to the affidavit. This shows callous attitude of the respondent.
8. The complainant has placed on record notarised agreements. Accordingly, the respondents were developing township in the name and style "Vedic Woods". The respondents undertook providing internal development with laying of roads, laying of water lines, laying of sewerage lines, laying of electrical lines etc. There is mention of date for completion of project and that area given in the agreement is tentative. The respondent had undertaken to complete the project within 24 months. What is clear is that respondent had undertaken construction of township, which was to be completed within 24 months. The respondents had undertaken to deliver possession of the plots to the complainant. Clearly, the complainant is an allottee and the respondent is promoter.
9. As per the notarised agreements, respondent was to complete the project within 24 months. Agreements are of the year 2011. The respondents neither executed registered agreement nor handed over the possession on the agreed date. The

complainant is therefore, entitled to refund of the amount with interest. I therefore, answer point nos.1 and 2 in the affirmative and proceed to pass following order:

ORDER

1. The complainant is allowed to withdraw from the project.
2. Respondents to pay 73,42,000/- to the complainant together with interest @10.75% p.a. from the date of payments till final realisation.
3. The respondents to pay Rs.20,000/- to the complainant as costs of this complaint.
4. The respondents to pay above amounts within 30 days from the date of this Order.

Mumbai

Date : 24.04.2019

24.4.2019
(Madhav Kulkarni)
Adjudicating Officer
MahaRERA