



**KERALA REAL ESTATE REGULATORY AUTHORITY
THIRUVANANTHAPURAM**

Complaint No. 101,102,103,104 & 111/2022

Dated 25th day of August 2023

Present: Smt. Preetha P Menon, Member

Complainants

1. Dr. Girish Kumar Govind : Complainant No. 101/2022
3/190, Major Santhosh Road,
West Nadakkav,
Kozhikode - 673011
2. Pradeep Koyili : Complainant No. 102/2022
Koyili House, Chirakal P.O
Kannur- 670 011
3. Dr. CM Krishna kumar : Complainant No. 103/2022
Manasarovar, Nellicode
Housing Colony Road
Chevayur village, Kozhikode.
4. Mrs. Sudha Vijyaram : Complainant No. 104/2022
6/205A, Sreedevi Wayanad Road,
Near CWMS,
Kozhikode- 673 011
5. Dr. Sabu Rahiman : Complainant No.111/2022
3/77, Chakkorathukulam,
Kozhikode 673 011



Respondents

1. K.V Vinod Kumar
Devi Vilas, Puthiyara P.O,
Calicut 673 004.
2. Budget constructions Pvt. Ltd
11, MG Road Shastri Nagar,
Chennai.

The above Complaints were finally heard on 06/01/2023. The counsel for the Complainants, Adv. Harris and counsel for the Respondents, Adv. Vivek attended the physical hearing.

ORDER

1. As the above five complaints are related to the same project developed by the same Promoter, the cause of action and the reliefs sought in all the complaints are one and the same, the said Complaints are clubbed and taken up together for joint hearing and the facts of the Complaint No. 101/2022 only is shown below for the sake of brevity, as provided under Regulation 6 (6) of the Kerala Real Estate Regulatory Authority (General) Regulations, 2020.

2. The facts of the complaint are as follows: The 1st Respondent is the managing director of 2nd Respondent company, a concern engaged in the business of building and selling resorts. The



1st Respondent had canvassed the complainants for the project and even collected moneys on his own and in his personal capacity. The Respondent on his own behalf floated a new Resort Project called "Soulitude" at Padinjarethara, Wayanad. The Complainant and the 1st Respondent belong to similar fraternal organizations. The project was supposed to be completed in the year 2013, and even after 8 years from the proposed date of completion, the project is not yet started. The Respondents had issued a brochure for the project promising that the project will be completed within 15 months including a club house, Tudor style cottages, walkways, landscaping etc., it was also promised that if the project is abandoned, there will be complete refund of the purchase price. The land was registered in the name of the Complainant in 2011. The Complainants came to know that the Respondent has sold the project to somebody else without the knowledge of the Complainant. The Complainant paid a total amount of Rs. 15 lakhs on various occasions, in cash and Cheque as demanded by the Respondent, directly to the Respondent with the balance amounts to be paid in phases, once construction started. The cost of the land registered is only Rs.48,500/- totaling to Rs.52,000/-The reliefs sought by the Complainant are 1) to direct the Respondents to refund the amount collected, being Rs. 14,48,000/- with interest without any further delay, 2) to take action against the Respondents



u/s 13 of the Act for not entering into an agreement though more than 10% of the total cost of the project was collected from the Complainant. An agreement was prepared and handed over by the Respondent but he has not signed the same and 3) take action against the Respondents for transferring the project property to a third party without getting consent of the Complainant in contravention of section 15 of the Act.

3. The Respondents have filed their objection stating as follows: The complaint is not maintainable as the project was supposed to have been completed in 2013, but it was never started or commenced and was abandoned even much before 2013, much prior to the commencement of the Real estate (Regulation and Development) Act, 2016. They never floated any project, nor canvassed the complainants or any other persons for that matter to the proposed project shown in the complaint and the petition was filed by suppressing the true and correct state of affairs and by stating false, untrue, imaginary stories only for the purpose of invoking the provisions of the Real Estate (Regulation and Development) Act 2016. The Respondent also submits that the husband of one of the Complainants Dr. Vijayaram and the 1st Respondent were close friends and associates for several years and they belonged to the same fraternity. In 2010, the owner of the property approached the Complainants in Complaint No. 101/2022,



102/2022,103/2022 and 111/2022 through mediators and brokers and expressed his willingness for the sale of property owned by him at Wayanad. The complainants visited the site at various occasions and was satisfied with the Scenic beauty of the property which was situated near the Banasura dam site. The Complainants had approached the 1st Respondent, who is a civil engineer by profession and discussed the possibility of constructing a villa at the site. Upon the request of the Complainants, the 1st Respondent visited the site and agreed to undertake construction work of the villas after the registration of the property and if possible, to join with them in their venture and the Respondents 1 and 2 only acted as consultants for the purchase of property in their professional capacity.

4. According to the Respondents, during 2012, the Government brought in strict regulations and restrictions for construction of buildings in Wayanad areas including the proposed site based on the report dated 15-04-2013 of Dr. K Kasthoori Rangan committee, wherein 37% of the total area of the western Ghats including properties in Thariode Village in which the alleged property is situated were declared as Eco-Sensitive Areas. Consequently, the Complainants and all others were constrained to drop the entire idea even before it was even commenced or was at its embryonic stage. The Respondent contends that they have never prepared any brochure towards the proposed project as alleged in



the complaint and all such brochures produced along with the complaint are falsely prepared by the Complainant and their henchmen for the sole purpose of filling the above complaints. The payments made by the Complainants were only for the sale price of the property which was registered in their name. The Respondent states that they have never sent any emails to the Complainant and the same are falsely fabricated only to involve the Respondents in the abandoned project.

5. As the Respondents raised the issue of maintainability of the complaints as preliminary issue, it has been decided to consider it and pass orders accordingly. After hearing both the parties and examining the documents produced by either side, the following points are emerged for our consideration:

- 1) Whether there is/was a real estate project promoted by the Respondents as alleged by the Complainants, which comes under the purview of the Real Estate (Regulation & Development) Act 2016 and requires to be registered as per Section 3 of the Act 2016?
- 2) Whether the reliefs sought by the Complainants are maintainable before this Authority?
- 3) What order as to costs?



6. **Point No. 1:** The documents produced by the Complainants are marked as Exhibit A1 to A11. No documents were produced from the part of Respondents. Exhibit A1 series is the copies of email sent by the Respondent to the Complainant in Complaint No.101/2022 dated 21-06-2011 & email dated 27/04/2010 issued to the Complainant in Complaint No.104/2022 detailing about the project named Soulitude along with the brochure, pictures and layout of the project. Exhibit A2 is the copy of the drawing of layout showing the position of the plots and layout of common access road mentioning the Complainants' name and plot extent, access etc. Exhibit A3 series are the copies of the sale deeds dated 28-11-11 executed in favour of the Complainants for the land having a total extent of .0325 hectare for a total sale consideration of Rs.48,500/-. Exhibit A4 series are the copies of plot advance booking receipts issued by the 1st Respondent in favour of the Complainants. Exhibit A5 series are the agreements dated 03.09.2011 executed between one Vellathi & 7 others as 1st party and one Thresiamma Varghese & 2 others as 2nd party, Exbt. A6 series are agreements dated 17.02.2012 executed between the above Thresiamma Varghese & 2 others as 1st party and the 1st Respondent herein & one Prasal as 2nd party, in which it is stated that all the rights in the schedule property which is proposed to construct the road to the so-called project land has been



transferred to the 1st Respondent & Prasal, on the basis of the agreement dated 03.09.2011(Exbt. A5 series) executed in this regard. Exhibit A7 series are the brochure of the Project Soulitude and its photo copies. Exhibit A8 series are copies of the complaints in Form N filed before the Adjudicating officer of K-RERA seeking direction to refund the amounts. Exhibit A9 series are the Written statements filed by the 1st Respondent before the Adjudicating officer. Exhibit A10 is a Pen drive containing a video of the proposed land, allegedly taken by the 1st Respondent, You-tube link and screen shot of You-tube uploaded by the 1st Respondent in the year 2013.

7. As per the averments in all the complaints herein, the Complainants commonly allege that the 1st Respondent had collected money from them, by canvassing for purchasing villas in the so-called project named "Soulitude" at Wayanad which was supposed to be completed in 2013. According to the Complainants, all of them had paid amounts, as shown in their respective complaints, to the 1st Respondent and got the sale deed executed in their favour with respect to the plots of land. As per the documents, it is seen that each of the Complainants obtained plots of land having an extent of 8.04 cents through registered sale deeds executed by the same land owners 1) Keerthi Das and 2) Vinitha Das through their power of attorney holder and father named Dasan. All these



sale deeds are seen executed on the same day, 28.11.2011. Though the Complainant in complaint No. 103/22 has produced a draft copy of the agreement, allegedly handed over by the 1st Respondent, it is unsigned and undated and hence it cannot be acceptable in evidence. The Complainants agree that no agreements had been executed between them and the Respondents. It is noticed that even though the Complainants herein have claimed payments of around 15 lakhs to the 1st Respondent, they could not produce proof of payment for the whole amount they claimed. In complaint No. 101/22, the Complainant produced 2 Receipts having heading "Plot Payment Receipt"; 1) For Two cheques amounting to Rs. 5,00,000/- "as first installment towards reservation of plot in residential development at 10th Mile, near, Banasura Sagar Lake at Wayanad", dated 04.03.2010 and 2) for cash of Rs. 2,00,000/- "being the Fourth installment" dated 27.09.2011, in which it is written that Rs. 1,50,000/- is due for registration of plot (excluding registration and document charges). Anyhow, the payment receipts produced show that the payments were merely for purchase of plot and the said receipts refer certain balance amount payable by the said Complainant for "completion of purchase and registration of plot". None of the said payment receipts refer/mention about any further payment towards construction of any building/villa in the plot. However, it is to be noted that all the sale deeds have been executed



by the above-mentioned land owners namely Keerthi Das and Vinitha Das, but strangely, the amounts of consideration paid by the Complainants towards 'plot purchase' have been received by the 1st Respondent, who signed the receipts in capacity of Director of the 1st Respondent Company. In all the Exbt. A3 Series sale deeds, it is stated that the amount of consideration is Rs. 48,500/- which is obtained by the abovementioned land owners. At the same time, all the Complainants herein have produced proof of payments for amounts much higher than Rs. 48,500/- In these circumstances, the contentions of the 1st Respondent that "*the payments made by the Complainants were only for the sale price of the property which was registered in their name*", he acted only "*as a consultant for the purchase of the property in the professional capacity*", he was "*only one among the purchasers of the property*", etc. are appeared to be completely wrong as well as misleading. The 1st Respondent stated in his objection that "*he never owned the land of the complainants at any point of time*". If so, why such amounts have been received by him for "plot purchase" as mentioned above?

8. Furthermore, the arguments of the 1st Respondent that "*the Respondents never floated any project nor canvassed the complainants or any other persons to the proposed project and the complaints are only false, imaginary and fictional cooked up stories*" etc. are also found deceptive and misleading, on



examination of Exbt. A1 Series, copies of e-mails sent by the 1st Respondent produced in Complaints No. 101/22 and 104/22. The e-mail to Complainant in 101/22 dated 21.06.2011 starts as follows: *“Hello Girish, with reference to our discussion, I had mentioned about the Lake shore villa project I am promoting along with a classmate of mine, on the shore of the Banasura Sagar Lake in Wayanad. I had explained and discussed the details of the project with you yesterday, and you expressed that your friends may be interested to invest after knowing the details and hence I am sending the details of the project.”* All the details of the proposed project are mentioned in detail by him in the said mail, and it is stated that they *“plan to sell 30 plots (of which 19 have already been booked as of now) initially and the rest later at premium rates.”* It is also stated by the 1st Respondent that the video uploaded in the U-tube, pictures and the promotion document are all attached with the said mail. At the end of the Brochure produced by the Complainants, the name and address details of 1st Respondent are given. The Complainant in complaint No. 104/22 produced e-mail received by her husband from the 1st Respondent in which also the 1st Respondent clearly states that he *“is promoting the Lake shore Real Estate Project along with a classmate of him”* and there also attached the U-tube link, Pictures, Introductory letter and the Brochure (referred by him as ‘promotional document’).



9. Here, in these complaints, the 1st Respondent has taken contentions that due to the restrictions and regulations brought by the Government in the proposed area on the basis of Kasturi Rangan Report, the Complainants were constrained to drop the idea of construction, whereas in the written statement filed before the Adjudicating officer of this Authority earlier marked as Exbt.A9 the 1st Respondent pleaded that *“subsequent to purchase of the property, the Complainants had deviated from their common intention of construction of vacation homes, who all were intending to start the project on their own initiatives, the proposal rather invitation to the offer was dropped.”* There in the said statement, he admits that *“copies of brochures and other materials are drafts, circulated among the proposed partners and the same were never finalized nor was publicized among the general public.”* But here, in the statement of objection, the 1st Respondent states that *“he never prepared any brochure towards the proposed project as alleged and the brochures produced along with the complaints are falsely got prepared by the Complainants”* and he contends that all the documents are falsely fabricated by the Complainants.

10. Apart from the above, all the Complainants herein produced copies of two agreements, Exbt. A6 Series with respect to the access land; 1) agreement dated 03.09.2011 between one Vellathi & 7 others as 1st party and one Thresiamma Varghese



& 2 others as 2nd party, 2) agreement dated 17.02.2012 between the above Thresiamma Varghese & 2 others as 1st party and the 1st Respondent herein & one Prasal as 2nd party, in which it is stated that all the rights in the schedule property which is proposed to construct the road to the so-called project land has been transferred to the 1st Respondent & Prasal, on the basis of the agreement dated 03.09.2011 executed in this regard. On perusal of the aforementioned documents, it is found that the argument of the 1st Respondent as *“he is not in any way connected with the property purchased by the Complainants”* is completely false. The 1st Respondent further contended that *“no such division of plots was done nor the common areas were kept apart in the entire land”*. But the copies of layouts clearly show that division of plots has been done there with common access road of 3.60 m width to the property and to each of the plots. As discussed above, the documents placed on record would show that what conceived by the 1st Respondent, as rightly mentioned by him through the e-mails, introductory letter and brochure, was a ‘real estate project’ and he acted as a ‘promoter’ of the said villa project and invited the Complainants subsequent to which they paid amounts to the 1st Respondent and as per the common practice followed by the Promoters in the case of villa projects in the State earlier, first transferred the plot to the allottee through a registered sale deed by the land owners directly and



intended to start construction on the strength of a separate Construction agreement between the Promoter and the allottee. Anyhow, it is not completed in this case and the 1st Respondent had dropped or abandoned the project for the reasons best known to him because his contentions in this regard are contradictory in both the reply statements, as mentioned above.

11. Section 2(d) of the Act 2016 defines the term "Allottee" as follows: "Allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent

According to Section 2(zk) "promoter" means:

(i) "a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of—

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general



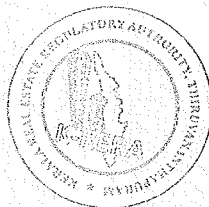
public.

Explanation. —For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;”

Section 2(zn) of the Act 2016 defines the term "real estate project" as *“the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;”*

Proviso to Section 3 of the Act 2016 stipulates that *“the projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act”*:

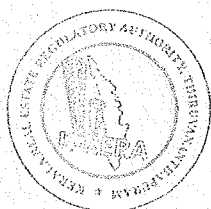
12. Even though two of the Complainants produced unsigned and undated draft agreements, alleged to have been sent by the 1st Respondent herein, the Complainants themselves admit that no agreements have been executed by them with the Respondents. It is evident from the copies of layout that plot division has been done on the land proposed for the project, by the 1st Respondent who also set apart the land arranged through Exbt.A5&A6 series agreements for common road access to the plots which was confirmed by the 1st Respondent through Exbt. A1 series e-mails, referred above. But he has not procured any Development



Permit from the local authority for the said plot development which amounts to violation of Building Rules which was in prevalence even at that time. Here, the Exbt. A1 discloses that the 1st Respondent had started promoting the above-mentioned real estate project with 30 plots/villas out of which 19 plots were booked as confirmed by him and as an initial step of which title of the respective plots of land were transferred to the Complainants from whom amounts which are much higher than the amount shown in the sale deeds have been received by the 1st Respondent. Non-obtaining of Development Permit from the local authority before dividing the plots as mentioned above and non-execution of proper agreements with the Complainants with specific terms with respect to the proposed project even after obtaining bigger amounts than the consideration for the sale of plots, are all clear defaults and negligence from the part of the 1st Respondent and as such he shall not be able to take any advantage out of these wrongs committed by him by raising contentions that no plot division was done by him and there was no promoter-allottee relationship between him and the Complainants. In this context, it is relevant to quote the maxim "*nullus commodum capere potest de injuria sua propria*" meaning "no man can take advantage of his own wrong" and the Hon'ble Apex Court through its judgements in *Union of India & Ors. vs Major General Madan Lal Yadav*: 1996 (1) KLT Online 901 (SC)



and in *Devendra Kumar vs State Of Uttarakhand & Ors* : 2013 (3) KLT (Suppl) 62 (SC) : (2013) 9 SCC 363 : AIR 2013 SC 3325, observed that *“A person having done wrong cannot take advantage of his own wrong and plead bar of any law to frustrate the lawful trial by a competent Court. The persons violating the law cannot be permitted to urge that their offence cannot be subjected to inquiry, trial or investigation nor can a person claim any right arising out of his own wrong.”* So, in the light of the documents mentioned in pre paras, it is found that the 1st Respondent had promoted a real estate project and made offers to the Complainants for purchasing units in there. But the said project was dropped by the 1st Respondent in 2012 or 2013 and both the parties are admitting this fact. It is specifically noticed that the Complainants keep silence with respect to the actions taken by them during this long period of 10 years against the Respondents. However, as per the Proviso to Section 3(1) of the Act 2016, the real estate projects that are ongoing on the date of commencement of this Act, i.e; 01.05.2017, and for which the completion certificate has not been issued as on that date would fall under the purview of the Act and be liable to be registered before the Authority. Evidently, the project in question herein has not been completed or obtained the completion certificate as on 01.05.2017 or even now, as it was abandoned in the initial stage itself by the Promoters. Hence it is found that it is a registerable



project as per proviso to Section 3 of the Act 2016 which is not possible to be registered as prescribed under this law as it was dropped by the Promoter. Point No.1 is answered accordingly.

13. **Point No. 2:** It is specified in Section 31(1) of the Act 2016 that *“Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter allottee or real estate agent, as the case may be.”* I am of the considered opinion that the allottees have right to approach this Authority under Section 31 of the Act 2016, for getting redressed their grievances, with respect to violations of this law, related to a real estate project which is found registerable under Section 3 of the Act 2016, even if it is not registered by the Promoter for whatsoever reasons or if it is not possible to be registered, as in this case. We know that the process of registration under Section 3 of the Act 2016 is meant to bring in transparency and to bring full facts about the project as well as the promoters in public domain to enable the prospective allottees to make the informed decision of making investment of their hard-earned money for their future homes and Sections 3 & 4 read with certain provisions relating to the respective obligations of promoters and allottees are meant to provide level playing field for both sides. It is incorrect to interpret the provisions of the Act 2016 in such a



way that only registered projects will fall under the purview of the Act 2016. Section 3 of the Act mandates registration of real estate projects comes under the purview of the Act, 2016 and it deals with the criteria for such registration but it is to be noted that none of the subsequent provisions, contemplating the rights and obligations of the promoters and the allottees, stipulate that the project should be “registered” for invoking these provisions. The non-registration of the project may be due to various reasons, including certain deliberate acts from the Promoters, for which the allottees need not suffer or sacrifice. So, once the Project is found registerable under Section 3 of the Act 2016, this Authority acquires jurisdiction to entertain the complaints in respect of the project. As indicated above, the project in question here has been dropped by the Promoter and not in existence now and hence registration of such a project would be otiose. While disposing a batch of appeals after considering the similar question, the Hon’ble Punjab Appellate Tribunal rightly observed, in its judgement dated 25.04.2022, as follows: *“To say that the regulatory authority shall be entitled to have control only over those projects, which have been registered and not over those, which have deliberately or otherwise not been registered, will be an interpretation nugatory to the object sought to be achieved for implementing the Act in letter and spirit. The very purpose of some provisions of the Act would be frustrated if the authority would have no jurisdiction over unregistered projects and a promoter, who does not register his project at all,*



would enjoy the premium for breaking the rule of law and a promoter, who has registered his project, would have to abide by the rule of law. The Consumers of projects not registered will be deprived of certain remedial measures even though they are associated with real estate projects. Such an absurd and bizarre interpretation cannot be made.”

14. Anyhow, as far as the reliefs sought by the Complainants herein, none of them are found maintainable before this Authority in the absence of an agreement for sale executed between the Complainants and Respondents. The first reliefs sought by the Complainants are “1) to direct the Respondents to refund the amount collected, being Rs. 14,48,000/- with interest without any further delay, 2) to take action against the Respondents u/s 13 of the Act for not entering into an agreement though more than 10% of the total cost of the project was collected from the Complainant and 3) take action against the Respondents for transferring the project property to a third party without getting consent of the Complainants as per Section 15 of the Act 2016. As far as the relief as to refund of the amount is concerned, Section 18 (1) (a) or (b) is not applicable in these cases. Moreover, the Complainants could not produce proof of payments for the full amount they claim through the complaints. Though the Complainants submitted that the promised date of completion was in the year 2013, they could not produce any documents to corroborate the said contention. Likewise, in the



absence of agreements for sale or any such authentic documents in proof, the total amount of consideration fixed between the parties cannot be found out. Without knowing the total amount of consideration how could it be concluded that the Respondent obtained more than 10% of the amount? Moreover, the plots of land have been transferred in favour of the Complainants. With respect to the allegation of transfer of the project to a third party, the Complainants failed to produce any evidence to substantiate their case and at the same time the 1st Respondent has strongly denied those contentions of the Complainants. Hence, the reliefs sought herein by the Complainants through the above complaints are not maintainable before this Authority. In such circumstances, as the alleged project is found coming under purview of the Act 2016 and registerable under Section 3 of the Act 2016, the Complainants can file complaints before the Adjudicating officer of this Authority, as provided under Section 71 of the Act 2016 r/w Rule 37 of the Kerala Real Estate (Regulation & Development) Rules 2018, seeking compensation under Section 12 of the Act 2016, on corroboration of evidence as to the loss or damage sustained to each of them. According to Section 12 of the Act 2016 *“Where any person makes an advance or a deposit on the basis of the information contained in the notice, advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act: Provided that if the person affected by such incorrect, false statement contained in the notice,*



advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act.” Point No. 2 is also answered accordingly.

15. In view of the above facts and findings, the above complaints are hereby dismissed. Both parties shall bear their respective costs.

Sd/-
Smt. Preetha P Menon
Member

True Copy/Forwarded By/Order



Secretary (legal)

APPENDIX

Exhibits on the side of the Complainants

Exbt.A1 series: Copies of emails dated 21/06/2011 & 27/04/2010 sent by Respondent with attached Brochure, pictures, layout etc.

Exbt.A2 series: Drawings given by 1st Respondent to Complainants showing layout of plots mentioning the Complainants' name, respective plots and access.

Exbt.A3 series: Copies of Sale deeds with copies of back documents and sketches.

Exbt.A4 series : Copies of payment receipts

Exbt.A5series : Copies of third party agreements dated 03-09-2011

Exbt.A6 series : Copy of agreements dated 17-02-2012 w.r.t. access road.

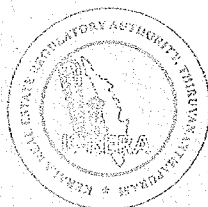
Exbt.A7 : Brochure of the Project "Soulitude" and its photocopies

Exbt.A8 series: Copies of complaints under Form N before the Adjudicating Officer.

Exbt.A9 series- Copies of statements filed by the 1st Respondent before the Adjudicating Officer.

Exbt.A10- Pendrive.

Exbt.A11- Copy of lawyer notice dated 05/03/2021 issued to the Complainant in Complaint No.111/2022 by the adjacent land owners



THE UNIVERSITY OF CHICAGO

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