



KERALA REAL ESTATE REGULATORY AUTHORITY

THIRUVANANTHAPURAM

Complaint No. 12/2022

Present: Sri. P H Kurian, Chairman

Sri. M. P Mathews, Member

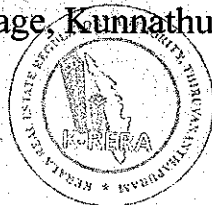
Dated 26th November 2022

Complainants

1. Ram Gopal
Karunakaran, T C 27/1796-4,
Maniyassery Line, Dr. M S Nair Road,
Vanchiyoor, Thiruvananthapuram- 695 035
[Adv. Anisha Nair G S& Adv. Anupama Sankar. T]

Respondents

1. M/s Era Homes and Project Pvt Ltd
S-5, Sunu Plaza, XVIII/627, Kottaram Junction,
Maradu, Kochin- 04, present office at
Convent Road, Maradu P O, Ernakulam,
Kerala- 682304
2. Mr. Elias Joy
Pakkunnel House, Poonthrikka,
Aikkarnad South Village, Kunnathunad,
Ernakulam



3. Mr. Ramesh Sivam
223/1, Nethaji Nagar,
Nanjundapuram Road, Ramanathapuram
Coimbatore- 641036
[Adv. Madhusudanan S]

ORDER

1. The Complainant is the allottee in the villa project "Era Prime" situated at Ernakulam developed by the Respondents. The Respondents committed to "a Prime Luxury Life Inside" with a brochure and assured that it to be a Gated Community with many amenities and other specifications given in the Brochure and schedule B of the construction agreement. The Complainant believing in the advertisement purchased 3.42 Ares of land from Land Owners with whom the 1st Respondent had a Joint Venture Development Agreement dated 21/09/2017. Thereafter, an agreement for construction was executed between the Complainant and 2nd Respondent on 10/05/2019 on an assurance to complete the villa and hand over within 12 months from the date of laying foundation stone which was on 17/01/2019 which means that the villa should have been handed over on or before 17/01/2020. Even though there was a payment schedule with the agreement, the payment was release on the terms of the Bank from the Complainant was availing housing loan, which was again revised by Respondent by their letter dated 08/12/2019. The amount for the whole villa was Rs. 70,20,000/- which was inclusive of GST and workers welfare fund. From the said amount, only Rs. 18,70,425/- is pending as on 27/10/2021 from the Complainant for completing the villa and project as a whole. Now, the plastering of both the interior and exterior has been completed 90% and the following works such as painting, flooring, plumbing, sanitary fittings,



electrical wiring and switchboards, waterproofing on Terrace-sunshades and Toilets, Levelling of Premises, staircase finishing works etc and as a Project the compound wall on the west, east, north and south side of the villa are pending along with the common facilities and amenities committed.

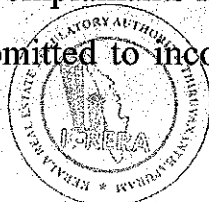
2. The Complainant submitted that he had raised serious complaints about the poor workmanship of the brick work, poor quality of materials such as M sand and cement, lack of watering of the constructed areas and the 2nd Respondent appointed an auditing agency for checking the same without informing the Complainant. The Respondents have done the plastering ignoring the objections and suggestions of the Complainant. Now due to the poor workmanship, substandard quality of material used and serious lack of watering on the surfaces there are cracks developed on both exterior and interior walls, and the same was informed through the mail and WhatsApp several times to the MD, Director, and site supervisor. The next stage of work which is the putty, primer, and painting has to be executed by the Complainant as the said works are done in the other villas are not of the prescribed quality both material wise and workmanship wise. The said work was discussed with the Respondents and the Respondents agreed to adjust the payment. The Complainant submitted that when he was about to commence work the Respondent had raised different reasons like to employ their unskilled laborers, instigating local union workers demanding works etc and demanded huge amount and conveyed the complainant that if the payment is not made he will not be allowed to do the work. While checking the series of the events it is clear that the Respondent's intention was to grab undue money from the Complainant. Now the work of the villa has been stopped since September 2021. The rainfalls have created mosses and fungus on the walls and also cracks. The Complainant is ready to release the payments for the completed works, if the Respondent is ready to provide a schedule of pending



works in the villa and that of common amenities agreed upon and the completing date of each item wise in such a way that the total amount on handing over the villa and the completed project- Era Prime should not go beyond the total construction cost agreed in the agreement and Rs. 18,70,425 which is due to the Respondent as on 27/10/2021. The relief sought by the Complainant are as follows:

- i. *An order may be pleased to return Rs. 51,49,575/- the amount collected from the Complainant with 12% interest from 17/01/2020, the date by which the Respondent has agreed to hand over the villa since he had miserably failed to honor the commitment as per the agreement.*
- ii. *Get permission to get the building painted by the Complainant's labourers and materials immediately.*
- iii. *Get the permission to complete the work in the villa using work force and material of own choice for which the Respondent has to compensate the difference of cost.*
- iv. *Or direct the Respondent to give remuneration to a qualified supervisor who he will appoint to supervise the balance work, the Respondent is doing in my villa, to complete the villa, as their work is to poor workmanship and inferior quality materials.*
- v. *Direct the Respondent to share the copy of the permit they have obtained for constructing the 6000 sq.ft club house, 200 pax auditorium, games room , fitness center, swimming pool, guest room and visitors lounge etc. which was agreed and the schedule of completing the same with the amounts the Complainant have to release on completion of the same total of which along with the cost of balance work in the villa should not be more than Rs. 18,70,425 which is due to the Respondent as on 27/10/2021.*

3. The Complainants filed an amendment petition stating that the Complainant had omitted to incorporate certain facts in respect of the



dispute in the complaint. The Complainant that Sec 3 of the Real Estate (Regulation and Development) Act, 2016 mandates the registration of the ongoing projects within the prescribed period. Even after the expiry of the prescribed period, the respondents (promoters) failed to register the impugned project as per Sec 3 of the said Act and thereby violated the provisions of the Act. The respondents have offered and agreed to provide water connection to the allottees in their "properties" but till date they have not obtained water connection to the villas. They have also agreed to provide independent electricity connection in the name of the allottees. But the same has also not been provided by them and violated Sec. 11(4) (e) of the Act. The Respondent/developer has not taken any steps for obtaining occupancy certificate and TC Number for the villas thereby and violated Sec. 11 (4) (b) of the Act. They have failed to provide the Water and Electric connection to the villa so far in violation of Sec. 11(4) (e) of the Act. The respondents also failed to take steps for forming an Association. It was submitted that the total area of land proposed to be developed is more than 500 sq.mts. Since the said omissions and breach of obligations of the respondents are violations of the said Act and rules and regulations made there the Authority is having the jurisdiction to entertain this complaint. It was submitted that the developer and the promoters in addition to the defaults committed by them and those which are narrated in the complaint have failed to provide the following common facilities agreed to be provided in Schedule B of the Agreement dated 10-05-2019 executed between the Respondent/ Developer and the complainant except the RCC structure with RCC roofing, Footing foundation as per requirement, Walls with block masonry. The Complainant submitted that in addition to the relief sought by the complainant the following relief may also be in cooperation with the complaint and requested to Give necessary and appropriate orders and directions



- (i) *To the promoters to pay the interest for every month of delay till the handing over of possession to the Complainant.*
- (ii) *To the promoters to provide the water connection to the Villas "Era Prime", Kottaram Junction, Maradu P.O, Ernakulam.*
- (iii) *To the promoters to provide the independent electricity connection in the name of the complainant.*

4. The 1st Respondent filed counter statement and submitted that the project was initially planned in 2017. All the averments and allegation in the Complaint are denied except those are specifically admitted. The Complainant agreed to purchase a villa after seeing the brochure of 2017 project. At that time there were no proposals for any customized villas in the project, and none of the details in the brochure were to that effect. This was known to the Complainant and he decided to continue with the project. Subsequently, the 2017 project was dropped and in 2019, another project was formulated on the same land. The Respondent had constructed villa as per the elevation, layout, and plan provided by the Complainant itself. Therefore, the site where the Complainant is building the house does not form part of the project of this Respondent and accordingly the Complaint itself does not come under the purview of the RERA and is liable to be dismissed. The admitted amount of Rs. 18,70,425/- is the remaining construction cost due from the Complainant to the Respondents. In addition to this, an amount of Rs. 8,80,000/- is also due from the Complainant towards the cost of the land and its development. The Respondent has done all construction works as per standards and if any Complaints have arisen, the same has been rectified accordingly without delay. The nature of the work undertaken by the Respondent is that of a contractor with the concurrence of the Complainant himself. It is admitted that the part of work entrusted to the Respondent was completed and upon



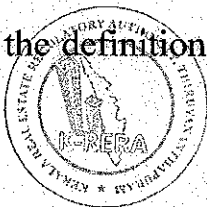
completion and prior to the handing over of the premises for the primer and putty works the Respondent requested for the settlement of payments to the tune of Rs. 8,80,000/- as per the plot Development Agreement. The complainant denied the payment and this has caused irreparable damage and hardships and loss to the Respondent.

5. The Complainant admitted that he is ready to release the payments for completion of works and prior to this Complaint itself, the complainant had issued a cheque bearing number 065327 dated 02/11/2021 for an amount of Rs. 8,80,000/- towards the cost of land and its development in favor of 1st Respondent. However, when the cheque was presented, the same was dishonoured due to insufficient funds. Subsequently, a lawyer's notice was issued for payment of the said amount. Since the Complainant did not pay the amount mentioned in the cheque, a private complaint was filed by the 1st Respondent. The Respondent is still willing to complete the works provided the payments are duly made by the Complainant. The Respondent is only undertaking the works allotted by the Complainant on a contract basis as per the agreement and their work is being done in the capacity of the contractor. The Respondent has not violated any provisions of the RERA Act in spite of not being covered by the same. The Respondent has been carrying out the works allotted to them with due diligence and there has been no variation from standards at any point in time. Any delay caused is solely due to the default on the part of the Complainant in making payments as per the payment schedule on time. The Respondent can provide water as well as electrical connections only towards the completion of works at the expense of the Complainant. The reliefs claimed as per the amendment petition are all based on false and frivolous grounds. The Respondent is not liable to pay any interest for the non-diligence and non-performance on the part of the Complainant. On the



other hand, the Complainant is liable to compensate the Respondent for their hardships and losses at the instance. Therefore, for the reasons and grounds, it was prayed to dismiss the complaint with costs to the Respondent.

6. The Complainant filed a Replication for the counter statement filed by the respondents and submitted that all the averments in the counter statements except those which are specifically admitted are denied. It is true that the complainant was attracted by seeing the brochure, the representation made by the M.D, Director, and the sales staffs of the respondents. The respondents approached the complainant with the ill motive of cheating and looting his hard-earned money. The complainant was contacted by the respondents in April 2018 who persuaded the complainant to book a villa with the Builder/ developer by paying the booking amount of Rs.1,00,000/ (One Lakh). On 07-05-2018 the same amount was paid and booked plots no 11 and 12 were in the name of the complainant. The averment that the respondent dropped the project and subsequently in 2019 again resume the same was not known to this complainant. Without knowing the ill motive of the respondent, on 16.07.2018 the complainant purchased the property directly from the landowner for a total consideration of Rs.21,00,000/-. Hence the complainant is the absolute owner in possession of the property. The respondent has completed only 3 nos of Villa unit out of 15 Villa units in the Era Prime Villa Project. It is to be noted that the respondents first tactfully convince the buyer/allottee to purchase the property directly from the land owner and after the execution of sale deed, the respondents entered into the agreement with the buyers/allottees for the development of the plots and for the construction of villas. The complainant and the respondents come under the definition or meaning of the terms "allottee"

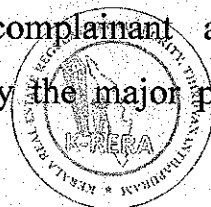


and “promoter”. The project of the respondent comes under the purview of the RERA. It is to be noted that the project was registered under RERA (K/RERA/PRJ/201/2021) for plot development and construction of 17 villas and the certificate of the same was issued on 16.09.2021. The respondents violated the provision of sec 3 of the RERA Act, before the registration of the project, as per the Act, the respondents advertised, marketed, booked and invited people to purchase the property. The respondents are liable to pay the penalty for the same. The respondents never sent any notice or mail to any of the buyers intimating the dropping of the project. All the buyers are under the impression of getting their villas as agreed by the respondent in the brochure advertise and as per the clauses mentioned in their respective agreements. The respondent made aggressive advertisements by affixing hoarding to the nearby locality and areas of Tripunithura and Udayamperoor panchayat and also made advertisements on different online real estate platforms. The total consideration for the construction of the Villas along with the amenities is Rs 70,20,000/- out of which the complainant paid an amount of Rs. 60,08,465 to the respondent. The complainant has paid more than 90% of the total amount of the villa but the work carried out by the respondent was not the same as the amount paid. The complainant hired an expert govt. authorised valuer and the following assessment were made by him and it is revealed that the total value of the work respondent carried out in the villa is only Rs. 41,52,368.57 against a payment of Rs. 60,08,465. The averment that an amount of Rs. 8,80,000/- is due from the complainant towards the cost of the land and its development is false and hence strongly denied. The complainant is the absolute owner and in possession of the property as per the sale deed dtd 16.07.2018. There is no due towards the cost of land to the Property owners and the respondents are not party to the sale deed. It is to be noted that after the purchase of the property and before entering



into an agreement for construction the complainant issued a security cheque and also paid an amount Rs.33,50,000 which was paid 7 times between 7-5-2018 & 19-7-2018 which is evident from schedule of payment already submitted. Here also the respondents violated the provision of the RERA Act and the same is liable to be punished. As aforementioned amount was paid and no development was seen in the property the same was questioned by the complainant at that time and the respondent told an amount of Rs. 8,80,000 will be adjusted against the cost of plot development and the security cheque will be returned after the handing over of the villa. Hence the complainant is not bound to pay any single pie towards the plot development.

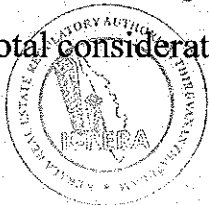
7. It was further submitted that at the time of filing the complaint before the Authority, the complainant produced the photographs which clearly show the poor workmanship and poor quality of materials used by the respondents while the construction of the villas. The present situation of the villa premises is filled with wild plants, weeds, creepers and even snakes. Until the villa's possession is handed over it should be the responsibility of the respondent to maintain the cleanliness of the villa and the premises. The intention of the respondents is very clear that they were trying to wash away all the money of the complainant and other allottees of the villas. On the perusal of the agreement for Joint venture development for sale executed between the Era Homes and Projects Pvt Ltd and prior property owners, the approval for the plot's developments obtained from the Udayamperoor Grama Panchayath, the brochure and the wide range advertisement made by the respondent clearly revealed that project very well comes under the purview of the RERA Act. If it was a contract between the complainant and the respondents then the complainant need not pay the major portion of the total amount. The



respondent miserably failed to carry out the work as per the agreement executed between the complainant and the respondent.

8. When the respondent came to know about the complainant's plan to file a complaint against the respondent, before the Authority, the respondent by writing a date of his convenience, presented the security cheque which is in his possession on trust, to the respondent's bank without even informing the complainant with the ulterior intention of threatening the complainant and prevent him from filing any complaint before the Authority. The respondents failed to carry out the work for the amount they received from the complainant. The complainant is prompt towards the payment required for the construction of the villa. It is the respondent who cheated the complainant with his fake promise and collected undue money by making wrongful claims. Moreover prolonged the completion of the project caused irreparable damages to the building and untold hardship, financial loss, and mental agony to the complainant. Hence the complainant is entitled to get the interest of delay in possession as per the provision of Sec 18 of the RERA Act. Hence in the interest of justice, it was prayed to accept the replication and allow the complaint.

9. The counsels for the Complainant filed argument notes and submitted as follows- The complainant purchased the property for a total consideration of Rs 21,00,000/- (Rupees Twenty-One Lakhs) directly from the landowner and the complainant become the absolutely owner and in possession of the property having an extent of 3.42 Ares in Manakunnam village, Knanayannoor Taluk, Ernakulam District. On 10.05.2019 the complainant entered into an agreement with the respondents for plots development for a total consideration of Rs 8,80,000/- and for construction

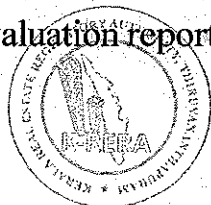


of villas for a total consideration of Rs 70,20,000/-. There is a clear cut violation of Sec 3 of the Act and the respondents is liable to pay penalty for the same. From 07.05.2018 to 22.10.2021 the complainant paid a total amount of Rs. 60,08,465/- to the respondents. The complainant filed a detailed site Inspection Report in which it is clearly stated that the work carried out by the respondent is only for Rs. 24,56,387/- out of Rs. 60,08,465/- paid by the complainant. The complainant paid an excess amount of Rs.35,52,078/- to the respondents. The respondents also failed to provide water connection and independent electric connection in the name of the complainant. The respondents have not yet started the amenities works which were agreed to be provided in Schedule B of the agreement executed between the complainant and the respondents. As per sec 18 proviso the complainant is entitled to get the interest for every month of delay, till the handing over of the possession. The complainant entered into a construction agreement on 10.05.2019. As per the agreement the respondents have to handed over the completed villa on or before 10.05.2020. The respondents miserably failed to handover the possession of the villa on the agreed time and there is a delay of 29 months. As per the direction of the Authority, the respondent filed an affidavit stating that the construction of villa will be completed within four months from the date of filing the affidavit and the common amenities will be completed by end of June, 2023.

10. After hearing the learned counsels on either side, and on the careful consideration of their submissions, and all documents available on record, the Authority has the following observations. The documents produced by the Complainant are marked as Exhibit A1 to A17. The documents produced by the Respondents are marked as Exhibit B1 to B3. **Exhibit A2** is the agreement of Joint Venture Development dated



21/09/2017 entered into between the 1st Respondent represented by the 2nd Respondent and the Landowners. The above Landowners had obtained development permit No. A5- 4102/17 dated 03/08/2017 from Udayamperur Grama Panchayat for the development of 41.9 Ares of land. **Exhibit A3** is the agreement of Joint Venture Development dated 21/09/2017 entered into between the 1st Respondent represented by the 2nd Respondent and another Landowner in the same project. The Landowner had obtained development permit No. A5- 4228/17 dated 03/08/2017 from Udayamperur Grama Panchayat for the development of 14.9 Ares of land. It is further stated in both Exhibit A2 & A3 that the 1st Respondent/ Developer had conceived a project in the name of 'Era Prime' for the construction of villas & other facilities on the schedule property. **Exhibit A7** is the plot Development Agreement dated 10/05/2019 entered into between the Complainant and the 1st Respondent represented by the 2nd Respondent. The Complainant had purchased 3.42 Ares of land constituting plot No. 11 & 12 in the villa project 'Era Prime villas' as stated in the Plot Development Agreement. The owner of the land had appointed the developer to develop the above land at a total cost of Rs. 8,80,000/- and this includes additional consideration for land that is to be given to the developer. **Exhibit A8** Agreement for Construction dated 10/05/2019 entered into between the Complainant and 1st Respondent represented by the 2nd Respondent. As per the agreement, the 1st Respondent had agreed to construct a villa having an area of 258 sq. mts in the villa project known as 'Era Prime' along with the proportionate share in the common area for a total consideration cost of Rs. 70,20,000/-. As per the Agreement, the construction of the villa was to be completed and possession was to be handed over within 12 months from the date of laying of the foundation stone. The entire project was to be completed on or before 31/12/2020. **Exhibit B2** is the valuation report submitted by the Respondent confirming



the fact that the building construction is valued at Rs. 42,13,106/-. **Exhibit A16** is the valuation report submitted by the Complainant in which it is stated that the construction cost for the villa and miscellaneous work of villa is Rs. 50,65,615/- out of which only work to the extent of Rs. 24,56,387 has been incurred by the Respondents.

11. The project is registered under section 3 of the Act,2016 and as per the site layout approvals received, the extent of land is 36.94 cents divided into 8 plots and 103.52 cents into 16 plots. The layout approvals are seen uploaded on the websites. The details of land owners shown on the website are Smt Susan Boban, Smt. Mini, Smt. Reena & Smt. Eliamma with whom Joint Venture Agreement is executed by the promoter. It is evident that Era Prime is a Real Estate Project coming under the definition of section 2(zn) of the Real Estate (Regulations & Development) Act,2016. There is a clear violation of Section 13(1) & (2) by the promoter as the agreement is not executed in the prescribed format under Rule 10 of the Real Estate (Regulations & Development) Rules,2018. The agreements for plot development & Construction were executed on 10/05/2019 after the Act,2016, and Rules,2018 were notified. The agreements are not registered and more than 10% of the cost is seen collected from the Complainant. Under section 7(1) (a), the Authority can revoke the registration granted under section 5 of the Act after being satisfied that the promoter makes default in doing anything required by or under this Act or the Rule or regulations made there under. Under section 7(3) of the Act,2016, the Authority, instead of revoking the registration, can permit it to remain in force subject to further terms and conditions as it thinks fit to impose in the interest of the allottees and in any such terms and conditions so imposed shall be binding upon the promoter. The Authority therefore imposes the following conditions under section 7(3) of



the Act,2016. "The Respondents shall complete the entire project as per the agreement as committed through the affidavit dated 23/09/2022 by end of June,2023." Any lapse on the part of the Respondents in completing the project shall be considered as a ground for revoking the registration granted under section 5 of the Act.2016.

12. As per 18. (1) of the Act,2016- *If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*

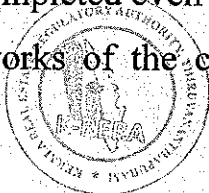
(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an 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 as may be prescribed.

13. In this case, the allottee intends to continue with the project and has claimed interest for delay. The villa and the common amenities are not completed even after the promised date of completion ie. 31/12/2020. The works of the common amenities promised are yet to



commence. As per the agreement for construction an amount of Rs. 51,49,575/- has been paid by the complainant to the promoter and the balance amount due is Rs. 18,70,425/- and the same is admitted by the Respondent in the counter statement filed. According to the Respondent an amount of Rs. 8,80,000/- is also due from the Complainant towards the cost of the land and its development. Since the land has already been conveyed to the Complainant, the question of further payment against land cannot be considered.

14. The date of Completion of the project as promised in the agreement was 31/12/2020. The work is not complete as promised to the allottee as on date, and an amount of Rs. 51,49,575 has admitted been paid to the promoter. The allottee has the right under section 18(1) of the Act,2016 to claim interest for every month of delay, till the handing over of the possession at such rate prescribed. The Kerala Real Estate(Regulations& Development) Rules, 2018. Rule 18(1) prescribes the rate of interest as State Bank of India's Benchmark Prime Lending Rate plus 2 % simple interest. The State Bank of India's Benchmark Prime Lending Rate as on 15/03/2022 was 12.30%. The amendment petition claiming interest for the delay was filed on 23rd April,2022 and the Complainant is eligible for payment of interest on delay @14.30% on the amount paid from 1st January 2021 to 23rd April 2022. The current State Bank of India's Benchmark Prime Lending Rate rate is 13.45% and the Complainant is eligible for payment of interest on delay @ 15.45% from 24th April 2022 till completion of the entire project as promised. Considering the above findings, this Authority hereby invoking power under section 37 of the Act,2016 directs the Respondents as follows:



- i) The Respondents shall complete the entire project as per the agreement as committed through the affidavit dated 23/09/2022 by end of June,2023.
- ii) The Respondents shall pay to the Complainants the interest for every month of delay on Rs. 51,49,575 @14.30% from 1st January 2021 to 23rd April 2022 and 15.45% from 24th April,2022 till handing over of possession of the villa after obtaining the Occupancy Certificate and completing the entire project.

Sd/-
Sri. M P Mathews
Member

Sd/-
P H Kurian
Chairman

/True Copy/Forwarded By/Order/



Secretary (Legal)

APPENDIX

Documents produced by the Complainant

1. Exhibit A1- True copy of the brochure release by Era Homes and Projects Pvt Ltd to promote Era Prime Villa Projects by which the complainant had persuaded to invest in the Project.
2. Exhibit A2- True copy of the agreement of Joint Venture Development for sale dated 21/09/2017.
3. Exhibit A3- True copy of the agreement of Joint Venture Development for sale dated 21/09/2017.
4. Exhibit A4- True copy of plan permission dated 03/08/2017 for division of plots vide AS- 4102/17.
5. Exhibit A5- True copy of plan permission dated 03/08/2017 for division of plots vide AS- 4221/17.
6. Exhibit A6- True copy of the Revenue records such as ownership, land tax receipt and Possession certificate.
7. Exhibit A7- True copy of the Plot Development agreement dated 10/05/2019.
8. Exhibit A8- True copy of Agreement for Construction dated 10/05/2019.
9. Exhibit A9- True copy of letter from the Respondent dated 08/12/2019.
10. Exhibit A10- True copy of approved plan from panchayath dated 27/06/2019 valid upto 26/06/2022.
11. Exhibit A11- True copy of general building permit dated 25/06/2019
12. Exhibit A12- True copy of the audit report by the audit team appointed by Respondent.



13. Exhibit A13- True copy of the report by qualified Architect dated 03/01/2022.
14. Exhibit A14 series- True copy of the sample photos.
15. Exhibit A15- True copy of the screen shot of whatsapp chat with the Respondent.
16. Exhibit A 16- True copy of the valuation report submitted by the Complainants

Documents produced by the Respondents

1. Exhibit B1- True copies of the villa photographs
2. Exhibit B2- True copy of the valuation report submitted by the Respondent.
3. Exhibit B3- True copy of the affidavit dated 23/09/2022.



