



**KERALA REAL ESTATE REGULATORY AUTHORITY  
THIRUVANANTHAPURAM**

**Complaints No. 15, 21, 22, 27, 28, 29, 30, 31, 35, 36, 43, 48, 57, 65,  
75, 93, 94, 152 & 163/ 2023**

Present: Sri. P. H. Kurian, Chairman,  
Smt. Preetha P. Menon, Member,

Dated 23<sup>rd</sup> October 2024

**Complaint No. 15/ 2023**

1. Leela V,  
Flat No. 5A, USP Glory,  
Near Varambassery Devi Temple,  
Kunnukuzhy, Vanchiyoor P.O,  
Thiruvananthapuram.

**Complaint No. 21/ 2023**

1. USP Glory Owners Association,  
USP Glory,  
Near Varambassery Devi Temple,  
Kunnukuzhy,  
Thiruvananthapuram.

**Complainants in Complaint No. 22/ 2023**

1. Ajithkumar N,  
9D, USP Glory, Varambassery Road,  
Kunnukuzhy,  
Thiruvananthapuram-35.



2. Vijayalekshmi.M.,  
W/o Ajithkumar N,  
9D, USP Glory, Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainants in Complaint No. 27/2023**

1. Rahul Muralidharan,  
6A, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.
2. Devu Sreekumar,  
W/o Rahul Muralidharan,  
6A, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35

**Complainants in Complaint No. 28/ 2023**

1. Mathen K M,  
6C, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.
2. Georgina Mathen, W/o Mathen K M,  
6C, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainants in Complaint No. 29/ 2023**

1. Usha A,  
7E, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.



2. Arjun A, S/o Usha. A,  
7E, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

### **Complainants in Complaint No. 30/ 2023**

1. Suresh Babu R,  
6B, USP Glory, Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.
2. Saritha P, W/o Suresh Babu R,  
6B, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

### **Complainants in Complaint No. 31/ 2023**

1. Vijayakumar K P,  
4C, USP Glory, Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.
2. Padmaja P.V, W/o Vijayakumar K P,  
4C, USP Glory, Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

### **Complainant in Complaint No. 35/ 2023**

Deepak Vidhyadharan,  
5B, USP Glory, Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

### **Complainants in Complaint No. 36/ 2023**

1. Akhil Mohanan,  
7D, USP Glory, Varambassery Road,



Kunnukuzhy, Thiruvananthapuram-35

2. G. Devaki, W/o Akhil Mohanan,  
7D, USP Glory, Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35

**Complainant in Complaint No. 43/ 2023**

Rajeswari V,  
6D, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainant in Complaint No. 48/ 2023**

Chembakam Kumar M,  
8C, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainants in Complaint No. 57/2023**

1. Jogi Jacob,  
4A, USP Glory, Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35
2. Susan Kuruvila, W/o Jogi Jacob,  
4A, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainants in Complaint No. 65/ 2023**

1. Sreenivas N K,  
2C, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.



2. Preethi. S, W/o Sreenivas N K,  
2C, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainant in Complaint No. 75/ 2023**

Annie Eapen,  
TC, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainants in Complaint No. 93/ 2023**

1. Balakrishnan A,  
3D, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.
2. Meera S, W/o Balakrishnan A,  
3D, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35

**Complainants in Complaint No. 94/ 2023**

1. Manu C Pillai,  
9C, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35
2. Bindu Pillai, W/o Manu C Pillai,  
9C, USP Glory,  
Varambassery Road,  
Thiruvananthapuram-35.



**Complainants in Complaint No. 152/ 2023**

1. George John,  
7F, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.
2. Vinitha George,  
W/o George John,  
7F, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

**Complainant in Complaint No. 163/ 2023**

Eugine Saji,  
1B, USP Glory,  
Varambassery Road,  
Kunnukuzhy, Thiruvananthapuram-35.

[Adv. Ramakrishnan K.P for the Complainant in Complaint No. 48/2023 and for others Adv. Ajayakumar. K.S.]

**Respondents in Complaints No. 15, 22, 27, 28, 29, 30, 31, 35, 36, 43, 48, 57, 65, 75, 93, 94, 152 & 163/ 2023**

1. M/s Urbanscape Properties LLP  
(Represented by its Managing Partner Suhas M S),  
T C No. 15/54(5), Ruby Plaza, 3<sup>rd</sup> and 4<sup>th</sup> floor,  
Sasthamangalam Village, Sasthamangalam Road,  
Vellayambalam, Thiruvananthapuram- 695010
2. Suhas M S,  
Managing Partner Urbanscape Properties LLP,  
TC No. 15/45(5), Ruby Plaza, 3<sup>rd</sup> and 4<sup>th</sup> floor,  
Sasthamangalam Village, Sasthamangalam Road,  
Vellayambalam, Thiruvananthapuram- 695010



residing at Khushi  
 TC 38/2780-1, VRA 6,  
 Vettamukku, Near Nirmithi Kendra,  
 Thirumala P O, Thiruvananthapuram.

3. B Govindan,  
 Partner, Urbanscape Properties LLP,  
 TC No. 15/45(5), Ruby Plaza, 3<sup>rd</sup> and 4<sup>th</sup> floor,  
 Sasthamangalam Village, Sasthamangalam Road,  
 Vellayambalam, Thiruvananthapuram-695010

Residing at TC 4/1688/1, "Krishna,"  
 Belhaven Gardens, Kuravankonam,  
 Kowdiar P.O, Thiruvananthapuram – 695003

4. Jayalekshmi Govindan,  
 Partner, Urbanscape Properties LLP,  
 TC No. 15/45(5), Ruby Plaza, 3<sup>rd</sup> and 4<sup>th</sup> floor,  
 Sasthamangalam Village, Sasthamangalam Road,  
 Vellayambalam, Thiruvananthapuram-695010

Residing at TC 4/1688/1, "Krishna,"  
 Belhaven Gardens, Kuravankonam,  
 Kowdiar P O, Thiruvananthapuram – 695003

5. Gayathri Suhas,  
 Partner, Urbanscape Properties LLP,  
 TC No. 15/45(5), Ruby Plaza, 3<sup>rd</sup> and 4<sup>th</sup> floor,  
 Sasthamangalam Village, Sasthamangalam Road,  
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Residing at Kushi,  
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 Vettamukku, Near Nirmithi Kendra,  
 Thirumala P O, Thiruvananthapuram



6. USP Glory Owners Association  
(Represented by its Secretary),  
Varambassery Road, Kunnukuzhy,  
Vanchiyoor P.O, Thiruvananthapuram – 695035.

[For R2 Adv. Viswambharan V.S]

**Respondents in Complaints No. 21/ 2023**

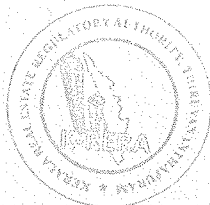
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Vellayambalam, Thiruvananthapuram- 695010.

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Managing Partner Urbanscape Properties LLP,  
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Thirumala P O, Thiruvananthapuram.

[ For R2, Adv. Viswambharan V.S.]

The above Complaints came up for final hearing on 10.06.2024 for which Counsels for the Complainants and the Respondents appeared.

### **ORDER**

1. As the above Complaints are related to the same project developed by the same Promoters, the cause of action and the reliefs sought for in all the complaints are one and the same, these Complaints are clubbed and taken up together for joint hearing and Complaint No. 21/2023, the Complaint filed by the



Association of Allottees is taken as leading case for passing a common order under Regulation 6 (6) of Kerala Real Estate Regulatory Authority (General) Regulations, 2020.

2. The factual matrix of individual Complaints are as follows: The Complainants, except the Complainant in Complaint No. 21/2023, are allottees of the real estate project named “Urbanscape Glory” situated at Kunnukuzhi, Govt law college Jn, Pattoor Road, Thiruvananthapuram. The 1<sup>st</sup> Respondent is the Promoter of the Project, the 2<sup>nd</sup> Respondent is the Managing Director of the 1<sup>st</sup> Respondent Company and Respondents No. 3 to 5 are partners of the firm. The Allottee Association is one of the Complainants and also Respondent No. 6 in the Complaints filed by the allottees. The case of the Complainants is that the Respondents No. 1 to 5 had multiple brochures, adopted unfair methods and deceptive practices to promote sale of apartments, made suppression of material facts regarding road widening, plan, layout plan and specifications, the fire passage and carpark are not in accordance with the Municipality Building Rules, construction was not in accordance with the sanctioned plan and no consent was obtained from the allottees for deviating from the original sanctioned plan, the gas bank and borewell had no permission from the Authorities, the front yard car parking are not having prescribed areas as per Municipality Building Rules and area of car park reduced, the 3 metre width for road widening was added in the



common area share and security cabin, sewage tank etc., are in the area earmarked for road widening, maintenance charges were illegally collected in advance from the allottees, fabricated completion plan was submitted for getting the occupancy certificate, the state of art facility are not made in the apartment building and there is no sufficient water for household purposes and the quality of water is also not good, the promoters misappropriated money on account of water and electricity supply/connections and workers welfare fund collection, cracks are developing repeatedly in the building, common amenities and facilities as committed to the allottees and handing over of common areas to the Association of allottees with all documents are pending. The individual Complainants/allottees are seeking reliefs for direction to the Respondents 1 to 5, i) to complete crack filling works, ii) to guarantee restoration of all existing amenities including restoration of the front yard compound wall in the event of road widening and to reserve a fund of Rs. fifty lakh and to deposit in the Nationalised bank in the name of the Association of Allottees or in the joint account, iii) to obtain sanction from the authorities for borewell constructed, iv) to provide sufficient water by assuring quality, v) to assure maintenance works for ten years consequent to the poor workmanship, vi) to pay statutory charges as one time building tax electrical inspectorate fees etc, vii) to return of excess amount collected on account of KSEB, KWA, Workers Welfare Fund etc.



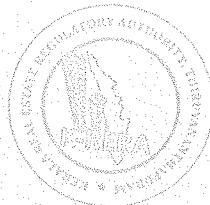
3. The facts of Complaint No.21/2023 are as follows: The Complainant in Complaint No. 21/ 2023 is a registered society, formed by the owners/allottees of the apartment named USP Glory, situated at Kunnukuzhy, Thiruvananthapuram. The Association was formed on 02.01.2022 and registered with the registrar of societies, Kerala, having its registration number as TVM/TC/57/2022. The Secretary of the Association filed the Complaint as authorized by the General Body of the Association vide resolution dated 08.01.2023. The facts of the Complaints are as follows: The 1<sup>st</sup> Respondent is a partnership firm and the Respondents 2 to 5 are its Partners. They are engaged in construction of flats and apartments in the brand name, Urbanscape properties (USP). Their maiden venture was launched in the year 2015 and is named as Urbanscape Glory. The project was proposed in 33 cents of property near Varambassery Junction in Vanchiyur village, Thiruvananthapuram. The Respondents made wide publicity through all medias and propagated that it is an initiation of Bhima Jewelers and used logo of Bhima Jewelers and attracted to this publicity, many people booked their flats and entered into contracts with them. The project is having 31 flats and out of which 29 of them are presently sold. The building is having 9 floors. The Respondents attracted the allottees by circulating brochures and by believing their representations and brochure details, 29 customers booked their flats and got the sale deed registered in their respective names. The occupancy certificate to the project obtained



on 03.08.2020. Even at this stage, the building was not habitable, as the finishing works were progressing in the building. The water facility other than for drinking purpose was not made available, as promised. Initially three families were occupying the building. Later, one by one joined and started facing many inconveniences and the allottees individually represented the same by emails and direct communication to the Respondents. The building was showing severe cracks on many parts of the walls and structures and repeated rectification works initiated by them failed. The residents started feeling foul smell from pit water provided by builder for non-drinking purpose. Hence it was tested and found not suitable for human consumption. It was communicated to the first Respondent and demanded source of water as provided in the brochure. Immediately they started digging a borewell without permit and made it operational and represented that the source is sufficient for the requirements. Hardly after one week, the yield from borewell became very low and even after 24 hours of continuous pumping, the water was insufficient for consumption. When this was represented to the builder, they replied via email that the per capita consumption of water per person is 135 Liters per capita as per standards and they can't do anything more than they did. They challenged the owners to test the yield by an independent agency. Therefore, the owners individually requested the builder to provide license and permit for the borewell as it was demanded by hydrologist. But to the shock and dismay of the



owners, the Respondents revealed that it was an unauthorized borewell and according to them at the most, when it gets detected, the authorities will charge only Rs. 10,000/- as fine. The allottees started feeling many more inconveniences such as seepage of water, drainage issues, poor workmanship regarding construction, cracks inside and outside flats etc. Therefore, they collectively sent e-mails asking the promoters to convey a meeting of the allottees to resolve the issues. It was indeed necessitated because of the fact that the customer care and administrative-operations department of the first Respondent failing to find any successful solution to the problems. Ultimately the promoters by name Suhas M. S., and Gayathri Suhas on 08.12.2021 came to visit the allottees at the Association Hall and agreed to rectify all the defects and gave many more promises. In the said meeting, the inmates expressed concern over the poor waste management facilities which caused leeches, foul smell, and flies. The leeches and flies entered the corridors and kitchens of the residents. The same was witnessed by them and promised to find alternative solution of installing electrical incinerator etc. One of the decisions in the said meeting was to study the reasons for seepage of water in the columns and beams of the building, especially in the ground floor. It was agreed to rectify the defects by informing the allottees. Till this day, the request of the inmates to look into the issue of seepage of water was neglected by the engineering team of the first Respondent. Within a couple of days some workers started drilling the columns



and walls with heavy machines. It caused heavy vibrations and enormous sound causing alarm and fear in the mind of the residents. Therefore, some of the residents requested them to convince about the work and then proceed to rectify it. More than 100 numbers of deep drilling holes were made on the columns and walls, and they left the spot without informing the further works. Along with the said work, they grinded rear portion walls up to a height 3 feet. The residents were kept in dark about this work. As a measure of oppression, raising questions the first Respondent's agents and their customer care informed the allottees that they had stopped the works. The holes were left open for more than 3 months and when this was enquired, they replied through a mail asking the residents to test the stability of the building and its construction quality through any expert and convince themselves about the quality of work done by the Respondents. In pursuance to the above stated request, the allottees found out a qualified engineer having experience in the field to inspect the building. In order to facilitate the same, the allottees requested the first Respondent to provide necessary permits, drawings, site inspection records, structural stability certificate etc. for the inspection by the said engineer. The inspection date was also informed to the first Respondent and requested them to be present to witness the inspection with necessary papers on 24.12.2021. The customer care department of the first Respondent replied that the records are not available with them and are kept with the architect. They



further stated that they will share the documents, plan, permit etc. only after the formation of the Association. It was a bad idea from their part to avoid inspection by an independent engineer. The allottees collectively decided to go ahead with inspection as proposed. The engineer inspected the premises, building and conducted necessary tests. At that point of time, one of the proposed purchasers came for a visit and he was having copy of permit and site plan supplied by the builder. On verifying those records, the engineer started verifying the measurements. He gave a detailed report regarding the concerns raised by the allottees and copy of the same is produced herewith. The findings of the engineer were shocking and the allottees collectively realized the fraudulent representation made by the builder to the allottees. During the meeting on 08.12.2021 with said promoters as stated supra, one of the allottees raised a question regarding her queries on the road widening issue. She revealed that she made a request to the promoters to find a solution for the road widening issue as she was informed by the sales representative of first Respondent that the front side road widening issue would get solved by the promoters and they would provide necessary undertakings to her and it was not complied. The promoters replied that the road widening issue is not much serious and that is why it was not revealed to the allottees at the time of agreements and registration of the sale deeds. According to them, though there is a proposal for road widening and acquisition of 3 meters of land from the front





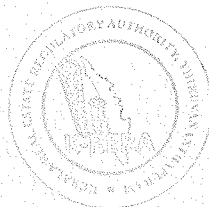
yard of the property, and as there are a lot of residential buildings by the side of the road there is no possibility of road widening. This was an utter shock to all the allottees present there as it was not revealed to them earlier. Many have expressed that, had there been any knowledge or intimation about this aspect, they would not have purchased apartments from the Respondents. Since the allottees decided to go ahead with the proposed inspection, the first Respondent sent an email dated 23.12.2021 stating that they are withdrawing from the building by stopping all maintenance services from 01.01.2022. On 31.12.2021, the Respondent withdrew all their staff and security personnel who were in charge of the building and looking after the working of equipment and machines from the building by stopping all their services. They also intimated the same through email dated 31.12.2021. No meeting of the Residents was called upon to handover the building or tried to educate or imbibe training for operation of essential services. The residents were left to the mercy of fate. It has become absolutely necessary for the allottees to form an association and take charge of the building to provide water, waste management, security services, housekeeping and cleaning facilities etc. For about a week, the inmates suffered untold miseries and hardships as nobody was aware about the working system of many equipment and electrical systems. The gravity of the situation made the inmates fearful. Gradually the inmates gathered knowledge by contacting outsiders and service providers and got



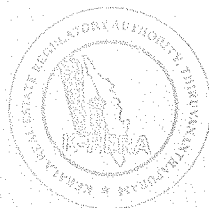
back the system back to track. The necessity of forming an Association was the need of the hour. Therefore, General Body meeting was called for on 02.01.2022. Bylaw of the Association was introduced and passed by the General Body unanimously. The Association elected a seven-member executive committee to manage the affairs of the building. It is submitted that the builder fraudulently registered an Association way back in the month of July 2021 by introducing their own bylaw. The said bylaw was introduced in the meeting held on 17.08.2021 and the same was not accepted or approved by the allottees. The bylaw contained false representations and it was brain child of 1<sup>st</sup> Respondent in order to convert the first floor of the building to a commercial space. Such a clause was included in the bylaw introduced by them. Apart from that, the members realized that without convening a General Body, they mislead some of the allottees and got a bylaw registered without the knowledge and consent of the other allottees. This bylaw and its registration were not known to anyone other than the people who are signatories to it. False declarations were submitted for registration purposes and it all were handled by the first Respondent's legal advisor Adv. Viswambharan and he himself made a guest appearance in the allottees meeting held on 17.08.2021 to justify the said bylaw and illegal formation of the Association. The said fraudulent bylaw got registered as T.No. 420/2021. The builder withdrew from their attempt to establish the said bylaw and as demanded by the



allottees a byelaw committee was formed to prepare a new bylaw.. Though they convened a meeting, the bylaw copies circulated by them at the meeting had several mistakes which crept in while changing the alignment in the draft by the builder. Therefore, the said meeting was deferred for introducing the properly aligned and formatted byelaw. Thereafter they had made no attempt to convey the general body or to introduce the byelaw. The Association started functioning from 02.01.2022 and the first meeting of the executive committee decided to request the promoter to visit the property and to discuss the issues faced by the allottees and the residents. It was duly communicated by the Secretary of the Association through email to the 2<sup>nd</sup> Respondent, promoter. It was replied on 12.01.2022 by the Respondent hesitating to meet the executive committee members. Regarding the construction issues raised, they suggested to engage a structural engineer and to assess the structure and quality of the building. It was reiterated by the builder that the quality of the building is best and the material used for construction are supreme in nature. It was also alleged that it is out of the ill advice, the allottees are raising complaints. Disparaging remarks were made against the president of the Association and were hesitant to meet the Association office bearers in the presence of the president. It is quite unfortunate that the said mail was concluded with an offer to resolve all disagreements in a win-win platform. Since this email was not addressing the real problems faced by the residents and allottees,



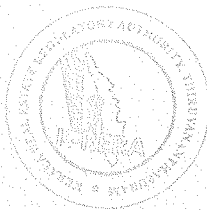
time and again the Association sent requests to have fruitful meetings but unfortunately, over phone and through emails, the 2<sup>nd</sup> Respondent was expressing his unwillingness to visit the building to discuss the construction defects, shortage of water supply, drainage issues, waste management, parking issues, especially unauthorized sale of parking area reserved for physically disabled persons. The main issue of false representations and fraudulent methods of sale of apartments were not replied in any of the emails. The road widening issue was one of the main concerns of the allottees, which were revealed to them in the first and last meetings of the promoters with the allottees. The apartments were sold by hiding this road widening issue and the undertaking given by the promoters to the authorities agreeing to surrender 3 meters from the front yard unconditionally at the time of road widening. This suppression of material fact amounts to deliberate cheating with an intention to defraud the prospective buyers and allottees. They, the promoters, through their sales representative Mr. Aneesh and the customer care officer Ms. Chinnu, cunningly, calculatedly and designedly defrauded the buyers of the flats and amassed wealth. We reserve our right to present the voice records relating to this aspect during the course of the proceedings. Ultimately the executive committee sent an email giving a final chance to the second Respondent to meet on 19.02.2022. The second and fifth Respondent contacted the Secretary of the Association and intimated their decision not to visit the building and meet the



executive committee. They agreed over phone to rectify the construction defects, address water scarcity issue and provide incinerator for waste management. Over phone, they made several offers to the Secretary of the Association. But the Association demanded them through the Secretary to give it in writing by email. On 18.02.2022 a mail was sent stating that all issues that can be sorted out only would be resolved. It was contrary to what has been conveyed over phone to the Secretary. Therefore, the Association decided to conduct the meeting as scheduled on 19.02.2022. In the meantime, the Respondent also announced an online meeting with all the allottees by propagating falsehoods to the allottees through emails. But later, on 19.02.2022, the said meeting proposed by the Respondents was cancelled by them and it was intimated through emails. They represented to the allottees by email that the Association agreed to resolve all major issues in the building amicably within the time schedule and the same was agreed to them by the Secretary of the Association. This mail message was in fact a fraudulent one intended to mislead the allottees and cause fraction among them. On 19.02.2022, executive committee meeting was held at the Association Hall and Mr. Narendran, Ms. Chinnu and one more person from the side of the Respondent attended the meeting. Most of the concerns of the allottees were conveyed to the said representatives except the contents of the engineer's report who inspected the building on behalf of the allottees. The unanimous decision of the committee



was to give yet another week's time to the promoters of the building to visit and understand the issues. It was also demanded to handover the corpus fund collected by them which were withheld by them even after several requests from the Association. The representatives informed to the Association that the promoters are not willing to visit and see the problems directly. Even then, the committee gave one weeks' time as stated above and on failure from their part to initiate litigation to redress the grievances of the allottees. The extended time given to the promoters expired and even during that time they were intimating through their customer care executive that they were ready and willing to resolve the issues. Soon after the said meeting, the representatives who attended the meeting were led to the spots where construction defects and severe cracks on the walls were visible. The foul smell from the toilets were experienced by them. The water scarcity, waste management issues were acknowledged by them in the presence of executive committee members. On 24.02.2022, they acknowledged certain issues through their email, but even then, the promoters were not ready to visit the building or give any assurance to the allottees. Later, on 09.03.2022 a meeting was conducted in the presence of the 2<sup>nd</sup> Respondent and the technical report submitted by the Engineer who inspected the building was discussed. In response to it, he agreed to resolve all the issues. Accordingly, they introduced a crack filling agency to carry out the work promising 10-year guarantee for the same. Though the work

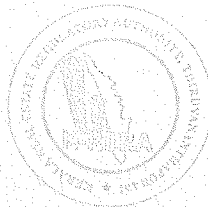


started the contractor did not complete the work. In the joint meeting held on 21.06.2022 the representative of the builder Mr. Narendran handed over certain documents as part of handing over of the records to the Association. The records were incomplete. The copy of the minutes dated 21.06.2022 is produced herewith. In that meeting also, the Association demanded completion of pending works, installation of water filtration plant. The said representative Mr. Narendran agreed to give an undertaking signed by the Respondents stating that the apartment complex was constructed and related works were executed with legally obtained license and permits and that they undertake all risks related to it. Till today that undertaking is not provided. In the next meeting dated 08.07.2022 the filtration plant proposed by the builder from a local vendor was rejected and requested to provide a good water filtration plant from a branded company having sufficient experience and expertise. Even at this point of time they did not execute the crack filing works. On 15.07.2022 another joint meeting was held along with the representatives of the crack filing agency. They agreed to complete the work before Onam festival. In that meeting also, all the assurances were repeated. They agreed to come up with a solution for road widening issue. On 17.10.2022, the representatives from the builders side namely, Aishwarya, Dhanya and Abhilash attended the meeting and handed over some of the keys of the building. Again on 01.11.2022, the very same team attended the meeting and handed over 16 more documents.



The association demanded them 33 numbers of requirements to be complied by them to resolve the issues, the copy of the said minutes has been produced. So far, the Respondents did not come forward to resolve the issues stated by the association. At present the rectification works, installation of water purification system, resolution for road widening issue are left un attended by the Respondents. The allottees lost faith in the builder and therefore it was decided to approach this Authority to take necessary action against the builder and the Respondents as provided under the Kerala Real Estate (Regulation and Development) Act on the following Grounds:

- 1) The Respondent promoters involved in unfair practice and irregularities.
  - (a) The builder had multiple brochures on the same project having no uniformity.
  - (b) False representations were made to the allottees regarding the sanctioned plan, layout plan and specifications etc.
  - (c) The construction was not made according to the sanctioned plan and misrepresented the facts relating to the construction.
  - (d) No consent was obtained from the allottees for deviating from the original sanctioned plan.
  - (e) In order to promote the sale of apartments, the builder adopted unfair methods and deceptive practices, suppression of material facts regarding the road widening.





- (f) None of the allottees were given approved plan and related drawings from the side of the builder. Everybody was made to believe the brand name of 'BHIMA'
- (g) The builder falsely represented that the services were having any standards. The construction of the gas bank, security cabin and borewell had no permission or license from the concerned authorities
- (h) The promoter/ Respondents indulged in fraudulent practices. The car parking area reserved for disabled persons were sold unauthorizedly and illegally and collected cash. When a single allottee is entitled for only one car parking space, two car parking spaces were allotted and sold to a single allottee. By adopting this unfair trade practice, one of the allottees in the building was cheated by the builder. Later, when this was agitated by other owners, they reportedly paid compensation to the said single allottee and subsequently a rectification deed was executed.
- (i) Most of the front yard car parking spaces are not having prescribed area as specified in the KMBR. The length of car parking area was reduced in order to misrepresent fire passage width. By adopting this fraudulent practice, sanction was obtained from fire and safety department
- (j) The road widening 3m width area in the front yard of the building was added to the common area share and money was collected for the same when the promoters already



surrendered that portion of the land for road widening. This material facts were suppressed from the allottees and fraudulently collected money

- (k) The promoter/Respondents made default in performing their duties and responsibilities required to be performed by them under the Act. The promoter was bound to facilitate the forming of the resident's Association and handover the building to the Association. The promoter not only failed in forming the Association but neglected to maintain the building till the Association was formed.
- (l) Maintenance charges were illegally collected in advance from all the allottees and represented to them through emails and other communications that they were maintaining the building on their own.
- (m) The promoter violated the terms and conditions of the approval by the corporation. The construction was not made in accordance with the initial sanctioned plan. A fabricated completion plan was submitted to obtain Occupancy certificate. If the building is inspected and measurements are taken as represented in the completion plan, the whole fraudulent activities of the Respondents would loom large in an alarming form.
- (n) The borewell was made after the execution of sale deeds in the name of allottees and completion of the building. The allottees were not consulted or obtained consent for digging



borewell. It was done without obtaining mandatory permit from the ground water department and other authorities.

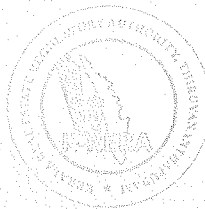
- (o) The builder/ Respondent abandoned the building without handing over the same to the Association and put the residents and allottees through untold miseries and hardships. The egoistic approach of the builder to the genuine concerns raised by the allottees pushed the allottees to the great sufferings. All the services and maintenance were withdrawn without making any arrangements for carrying on the same by the allottees. The abandoning of building is inhuman. The essential services such as supply of cooking gas, security services, lift operating services, diesel generator maintenance services and pumping system were not in order for many days and the Respondents were enjoying the sadistic pleasure by denying those services and watching the sufferings. It was an attempt from their part to surrender to their dictatorship and undermine the construction faults and fraudulent deeds.
- (p) The built-up area and saleable area with the carpet area are falsely represented to the allottees and common area allocation is made in excess of the industry standards to loot money from allottees. If a proper inspection is held, it would be revealed and therefore, the construction plans, and as built plans were withheld during the inspection conducted by an independent engineer. This is a fraudulent method in



conducting sale of apartments. The allottees are exploited by mis representation of the area of apartments.

- (q) While abandoning services, threatening, and intimidating emails were sent declaring that the allottees will not be able to maintain the building on their own without the builder and their staff. To show that, the builder took away most of all the keys of the sensitive areas inside the building and also the equipment's installed like CCTV camera/ DC generator/ Pump operating room, lift rescue keys and lift engine room, fire equipment's and electric room.
- (r) The details of the service providers were not provided while leaving the building. Those details are not yet officially communicated. The registers kept at the security point were also taken away by the builder in order to cause difficulty to the allottees.
- (s) Legal documents, contracts, service agreements, service history, annual maintenance contracts were not fully handed over to the Association so far. The construction details, test reports, approved plan and permits are not yet handed over to the Association. The builder/promoter is not even coming forward to chart out a plan for handing over the building and to resolve construction issues.

2) According to the Complaint, the promoter failed to function and perform their duties as contained in the provisions of the Act,-



- (a) The promoter did not give sanctioned plans, layout plans along with specifications approved by the competent authorities at the time of booking of the flats or at the time of registration of the sale deed. Those requirements are yet to be complied by the builder/Respondents.
- (b) The promoter/Respondents did not comply their obligations as per the agreement for sale to the allottees or to the Association of the allottees.
- (c) The promoters did not provide or maintain the essential services till the taking over of the maintenance of the project by the Association of the allottees.
- (d) The promoters/Respondents did not fulfill their obligations for proper formation of the Association of allottees. In fact, a fraudulent bylaw was registered and introduced, enabling them to occupy a floor of the building for their commercial purposes. The said fraudulent move was defeated by the allottees.
- (e) The promoters/Respondents did not pay all outgoings which they were bound to pay until they transfer the physical possession of the project to the Association of allottees.
- (f) The promoters/Respondent did not adhere to the sanctioned plans and project specifications. The nature of fixtures, fittings, amenities, and the common area usages of the apartment are not in accordance with the registration they made in the brochures and sale agreements.



- (g) The alterations in the sanctioned plans, layout plans and specifications and change in the nature of fittings and amenities are not informed to the allottees or took previous consents from them.
- (h) The defects noticed by the allottees in the structure, defect in workmanship, quality and other obligations of the promoter as per agreement of sale which were brought to the notice of the promoter was not rectified within 30 days of its intimation to the builder.

3) Promoters/Respondents did not comply their obligations regarding insurance of the project. None of the documents relating to the insurance were handed over to the Association of the allottees.

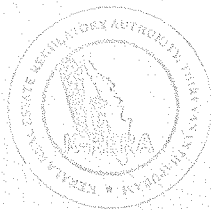
4) The promoters/Respondents failed to handover physical possession of the plot and apartment building along with common area facilities to the Association with necessary documents. It was the bounden duty of the promoter/Respondent to hand over legal documents to the Association within 30 days after obtaining completion certificate or at least after the forming of the Association.

5) According to the Complaint, the following are the construction defects and major issues identified in the building.

- (a) The car parking spaces are not according to KMBR.



- (b) The car parking allotted to the physically disabled is sold to apartment having number 5D and compelled to restore due to the agitation from the allottees.
- (c) The sumps in driveway causes entry of waste water into the water storage tanks.
- (d) Water in the sumps gets polluted due to poor workmanship and construction.
- (e) The transformer/RMU is placed in the proposed road widening area. There is no space available to shift the same at the time of road widening. Alternate space for the same was not planned by the builder.
- (f) The level difference of the road and the from yard is 1.03 m. After road widening, new ramp has to be constructed and, in the eventuality, the car parking spaces will not be available for the owners of certain flats.
- (g) The borewell is made after the completion of the building in the driveway. The yield from it is very low and it was made without obtaining permission. The diameter of the borewell is around 4.5 inch which is not intended for apartments. The KWA water supply is very minimal and is not sufficient for drinking purposes.
- (h) The condition of the RCC columns in the car parking area are pathetic and pressure grouting is repeatedly performed on all columns and still the problem persists.



- (i) The recent pressure grout work is still incomplete, and the suspected carbonation may lead to cracks. This happen due to defects in the construction work which is of a major nature. If concreting were done properly and pile cap were properly constructed, this would not have happened. This defect considerably lowered the life span of the building.
- (j) There are pores in the RCC columns in the ground floor car parking area. The RCC columns are not dense and as such there are pores inside the concrete. A demonstrative work is performed in order to defraud the allottees by hiding the water seepage
- (k) The retaining wall is connected to the apartment building. The external stress is on the structure of the building. This construction is a major violation of KMBR. As the beams are connected to the retaining wall, the building is extended till the boundary and there is no setback area as per KMBR. No plastering is done to the retaining wall and reinforcement of the retaining wall is exposed at a different location.
- (l) The first-floor car parking areas are having severe cracks and the ramp connected to it with the by road is having an unusual slope which makes it difficult for the vehicles to maneuver.
- (m) The connection of the ramp to the side road is unscientific.





- (n) There are uneven projections seen in the floor tiles everywhere. The junction between the adjacent tiles and joints are seen grounded with machines which tarnished the aesthetic look of the tile flooring. This may be due to poor quality of the material and workmanship.
- (o) In the 9<sup>th</sup> floor, leakages during rainfall are experienced in the party area. There are leakages through joints of the roof sheets with walls.
- (p) The staircase beams at the roof of the terrace supporting water tanks are not having sufficient size. The walls underneath the said areas are constantly showing repeated cracks. The builder made several attempts to hide the cracks.
- (q) There are more than 70 cracks in the structural members of the building.

6) According to the Complainant Association, there are issues raised by individual apartment owners regarding construction. Complaints received by the Association in this regard were forwarded to the builder, but they have not yet remedied and the allottees are undergoing untold miseries and hardships. It was also pointed out that, -

7) The residents are not getting water for non-drinking purposes.

8) The one-time revenue tax for the apartments constructed by the builder was not remitted by the builder.



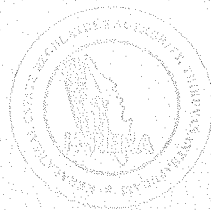
9) The money collected by the builder from the allottees citing KSEB and water connection are exorbitant and unconscionable. Invariably from each allottee, an amount of Rs. 1,20,000/- was collected on that count and misappropriated.

10) Invariably from all the owners, 1% of respective sale price was collected as workers welfare fund to be remitted to Labour Department. But the same is not seen remitted to the authorities. In this mode also, much amounts were misappropriated and committed offence of breach of trust and cheating.

11) The front yard car park and fire passage are not having the required area as per the KMBR. The plan and occupancy certificate are seen obtained by adopting fraudulent methods and by practicing corruption. This shortage makes the building uninhabitable.

12) The cracks appearing on the walls are severe and are visible even after rectification works which creates a serious doubt on the structural stability of the building. Even after repeated crack filling, cracks are seen developing on the same spots. The reliefs sought by the Complainants are as follows:-

(i) revoke the registration granted to first Respondent and may impose penalty as provided in Section 60 and 61 of the Act, for the reasons stated in the Grounds (1) and (2) above,



(ii) to direct the Respondents to remedy the illegalities stated in the Grounds (3) and (4) and order handing over of the documents and records including the legal documents to the Association within a time frame to be fixed by the Authority and may impose penalty as prescribed in Sec 61 of the Act,

(iii) to direct the Respondents to cure the defects stated in the Grounds (5) to (12) in the building to the satisfaction of the allottees and to the Association within the time frame to be fixed by the Authority, reserving the right of the allottees to seek appropriate compensation individually through the Authority,

(iv) order rectification and correction work in the individual apartments of the allottees within a time frame to be fixed by the Authority,

(v) to direct the Respondents to provide all licenses and permits of every facility and equipment installed in the building with up to date renewed Annual Maintenance Contracts to the Association during the handing over,

(vi) to direct the Respondents to guarantee restoration of all existing amenities and services including restoration of road side compound wall (front yard) in the event of road widening by the authorities and for meeting the expenses, and direct the Respondents to reserve a fund of Rs. 75 lakhs and deposit the same in a nationalized bank in the name of the owner's association or may issue appropriate orders to safeguard the interest of the allottees,



(vii) to direct Respondents to provide sufficient quantity of non-drinking water for the consumption of residents of 31 apartments,

(viii) to pay back all the amounts spent by the association for the upkeep of the project and the property from 01.01.2022 till proper handing over of the project to the Association,

(ix) to assure maintenance works against the cracks on the walls and compound walls due to poor workmanship for another 20 years,

(x) to pay all statutory charges payable by them, such as one-time building tax, electrical inspectorate fees, water charges, workers welfare fund and all other undisclosed charges so far by the builder to the allottees, and

(xi) to return the excess amount collected by them in the name of KSEB charges, Kerala Water Authority, Workers Welfare Fund,

(xii) to grant such other reliefs which the Authority may deem fit and necessary in the circumstances of the case,

(xiii) to grant all the cost throughout the proceedings.

4. Written statement on behalf the Respondents 1 to 5 had been filed by their Power of Attorney holder on 06.07.2023. The copy of the power of attorney has been produced. The Respondents denied the allegations and stated as follows: The Complaint filed is with the oblique motive of obtaining financial



benefits from the Respondents and to ensure that the Complainant does not face any prosecution for the damages and losses caused by the Complainant to the Respondents. The entire Complaint is tainted with mala fides and the Complainant approached the Authority with unclean hands. The 1<sup>st</sup> Respondent is a business concern and all the other Respondents are not fully and actively working as partners. The contrary allegations made by the Complainant are false in nature. The occupancy certificate to the project has been issued by the Corporation only upon satisfaction that the building is habitable and fully completed. The same was issued on 03.08.2020 which gives a legal presumption that the building can be fully used for residential purposes. Furthermore, the occupancy certificate also reveals that the building was fully complete on 01.11.2019 and hence, claims contrary are false and inadmissible. The copy of occupancy certificate has been produced. The cracks in the building are purely superficial in nature. It is to be understood that all buildings all over Kerala has such hairline cracks which are common and unavoidable as the same occurs due to change in climatic conditions as well as change in temperature. Thus, in normal course, during winter, the building will face severe fall in temperature as summer onsets, the temperature raises creating temperature stress on the walls thereby, creating mild hairline cracks, it does not create any issues or affect the structure of the building. There will be no effects on the structural stability or longevity of the building. The Respondents



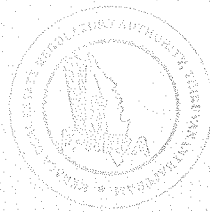
were forced to stop all the rectification works. The copy of the legal notice from Smt. Leela and the e-mails in this regard has been produced. Water for drinking purposes or consumption purposes are catered by the water supply from Kerala Water Authority which is available without interruptions. The well water is fit for consumption including non-drinking purposes. Produced copy of the certificate from Government Analyst's Laboratory. Originally, water facility was provided and later on, a bore-well was also constructed. The bore-well generates sufficient yield as well. In addition to this, the Respondents installed a water treatment plant. Later on, a water softening plant was also installed. After this, the water from the borewell was tested and currently, the water from the borewell is fit for non-drinking as well as drinking purposes. Hence, the water issue is not subsisting as of this point of time. Produced the copy of the yield test report. The Respondents have also commissioned a UV filtration system which will filter all micro-organisms like E-Coli and Coliforms. The UV filtration system is functioning satisfactorily till date. At present, the Association is not ready to pay even the water charges for drinking purposes as stated in the Bill issued from KWA. Thus, the Respondents has suffered much loss on the same which the Complainant is bound to repay. The copy of the photos of the new UV filtration plant was produced. A bio bin was installed by the Respondents which is widely and commonly used by the builders all over Kerala and is well-functioning as well as effective in



converting food waste into manures. The State Government itself promotes the same as it is ecofriendly. However, the allottees demanded that electrical incinerators be installed which is not even covered in the brochure. The same was provided by the Respondent under the belief that the Complainant would repay/refund the same. The Respondent had suffered much financial loss in this regard which is owed by the Complainant to the Respondent herein. The Complainant is duty bound to refund the same to the Respondents. The Complainant knows that they are liable for the same and in order to prevent any claims from the builder in this regard, the Complainant initiated such a false claim. The copies of the emails from the allottees demanding for electrical incinerators were produced. The quality or stability report has been not generated by the Complainant in the presence of the Respondents and any report generated by the Complainant in the absence of the Respondent has no value and is unreliable as well. No report has been given/handed over to the Respondents till date. It was submitted that the Respondents always wanted to support the allottees and therefore, when the road-widening issue was raised at the first instance, independent studies were conducted with respect to the road widening issue. In this regard, a report was also obtained from a registered Town Planner (A Grade), Department of Urban Affairs, Government of Kerala. The report categorically states that, originally, a Master Plan was prepared in 1971, however, that plan had lapsed and at present, there are no



master plans for acquiring the portion of the land as claimed by the Complainants. Hence, there is no proposal or plan for road widening which is still in force. Hence, there is no need for any apprehension of this nature and no undertaking is legally required in this regard. The copy of the report dated 05.11.2022 from Town Planner (A Grade), Department of Urban Affairs, Government of Kerala was produced. Thus, the applicant was informed that there is no need for any apprehension in this regard as there is no scope for road widening. The road widening issue was well known to the applicant much before the sale deed was executed and it is affirmed that, at present, there is no plan or scope for any road widening whatsoever. For a future possible contingent issue which may never arise, the applicants are making false demands. It was further submitted that the builder has always displayed plans in accordance with law and approved plans and related drawings were shared with the allottees as well. There is no suppression of the facts as of this juncture. The Complainants falsely alleged that the retaining wall is allegedly connected to the building in an incorrect manner. In fact, the structural design of the retaining structure connected to the rear side of the building satisfies the structural safety and it is technically sound and correct and it is as per engineering design standard and practices. A stability certificate in this regard was produced. The said construction was approved by the corporation as well and the approved plan was produced. Furthermore, the corporation approved original drawing





of the retaining wall was handed over to the association and record in this regard was produced. The Respondents had already given all the major documents to the Complainant Association. At the time when the builder to sell the remaining flats, the Complainant purposefully and fraudulently stated that the documents/ prior deeds will not be shown to anyone including the purchasers and owing to the same, the intending purchasers rescinded from the same and thereby, the builder suffered immense losses. The copy of list of documents handed over to the association by the Respondents was produced. The Respondents had not unauthorizedly collected any further amounts or additional amounts, the price paid by the allottees are their due amounts. There is nothing on records to prove that the building is of poor quality. In fact, the Respondents/promoters had provided more than what was promised as per the brochures as listed below.

No.	Additional Facility Provided	Amount (in lakhs)
1.	CCTV Surveillance system	Rs. 5,00,000/-
2.	Electrical Incinerator	Rs. 6,00,000/-
3.	Automated Main Gates	Rs. 2,00,000/-
4.	Water Treatment Plant WTP with UV Filtration	Rs. 8,00,000/-
Total		Rs. 21,00,000/-



5. It was further submitted that the facilities provided by the Respondents/promoters were much more than what was promised and the building is of astounding quality as well. In an event which was organized by the Association of USP Glory apartment holders, the Complainants have participated as well and the builder/Respondents herein were given mementos and awards as well. The work of the Respondents with respect to the building construction was appreciated as well. Pictures in this regard were produced. The Respondents had also suffered further losses owing to the fact that the Complainants had purposefully put up posters and other posts against the Respondents in the building premises. The crude intention behind the same is that the Respondents/promoters should not sell the remaining apartments. Moreover, on previous occasions, the Association has committed a similar act to coerce the Respondents herein. The intention behind creating such posters is fraudulent in nature. The latest poster reads that over 20 cases have been filed before RERA against the promoters and the details are with the Secretary. The factum that cases have been filed are known to all in the building, despite that, such posters have been put up with the crooked intention that the purchasers should see the same and that they should contact the Secretary so that they can be easily dissuaded from purchasing the flat. This is also notable from the act that the Complainant has sought for cancellation of the registration with RERA. The copies of the posters have been produced. In this regard, the



Respondents/promoters has suffered loss of more than 2,00,00,000/-. Thus, conjointly Rs. 1,00,00,000/- for the additional facilities and expenses incurred, Rs. 2,00,00,000/- for loss of business and Rs. 50,00,000/- for renewal of all the contracts and facilities (including interests and compensation thereof) are to be paid to the Respondents by the association. Thus, the association owes an amount of Rs. 3,50,00,000/- to the 1<sup>st</sup> Respondents. These allegations have tarnished the brand name of the Respondents as well, which has to be compensated with adequate remedial measures. It was submitted that the entire case has been filed to prevent the Respondents from initiating cases for recovery of the amount owed to them. It was submitted that as per the RERA Act, the Authority does not have any powers to issue compensation for the matters claimed herein. Furthermore, majority of the claims are not maintainable in this Authority. Furthermore, the Respondents/promoters had only acted in a manner coated with good faith the therefore, legally, the Respondents are entitled to utmost favourable consideration of the case and the Complaint is liable to be dismissed in the interest of justice with cost to the Respondents.

6. The Complainant filed replication on 07.07.2023 as follows: The written statement filed by the Respondent is not proper, the Form and the verification are bad in the eye of the law. It is filed by the 1<sup>st</sup> Respondent, though it is represented that it is filed for the Respondents 1 to 5 in the cause title. The Power of



Attorney holder is having no right or authority to represent the entity named M/s Urbanscape Properties LLP. The power to represent the entity is legally vested with the 2<sup>nd</sup> Respondent as its Managing Partner by virtue of its incorporation documents. He cannot delegate it to anyone, as a delegate cannot further delegate. Hence the written statement filed by an incompetent person on the basis of a fraudulent Power of Attorney is only to be rejected. The copy of Power of Attorney shows that POA is issued to two persons to act jointly. But written statement is seen signed by one person only. The document styled as POA is disputed and therefore the Respondents may be directed to be personally present to verify the authenticity of the same. No presumption can be attached to POA as it is not a notarized one. The statements in Para No. 3 to 5 of the Written Statement are absolutely false and hence denied. All the Respondents are fully and actively engaged in all the affairs of the 1<sup>st</sup> Respondent. The photographs of the functions and handing over function would reveal it. The allegation that the building can be fully used for residential purpose as on 03.08.2020 is absolutely false. The building was not fit for occupation on that date. There were no waste management facility and water for non-drinking purpose. The borewell was constructed subsequently and its license is yet to be obtained from the competent authority. After construction of the illegal bore well the residents were forced to manage with meagre quantity of water, which were subsequently tested and found the presence of microbial organisms. Hence it



could not be used. Even now the Respondents are not willing to take a proper sample and submit it to the testing lab in the presence of the representatives of the association. Fake test reports were exhibited to mislead the residents. The latest test report independently taken at the instance of the association shows that the water contains Coliform and E. Coli which are highly hazardous to human health. The latest communication from the Respondents dated 14.04.2023 has been produced, which shows that the filtration system is yet to be connected for providing the non-drinking water. The water test reports dated 29.09.2022, 30.09.2022, 22.10.2022 were produced, which shows that the well water was not consumable during those days. The waste management system is utter failure. The waste water started leaking from the terrace to common corridors. Leaches, flies and worms became a menace and started reaching inside the apartments. In fact, the bio-bin system would not have been installed in terrace. It is meant for ground, that too sufficiently away from the building. The removal of bio-bin waste from 9<sup>th</sup> floor through the lift to the ground floor became a big messy affair and cause heavy foul smell for days. The Respondents could not find any solution, other than proposing an incinerator. Accordingly, they brought an agency stated to be engaged in the installation of diesel fired incinerator. They made the Association to believe that it works effectively and sought permission for installing. Since the said incinerator produced great amount of carbon and fumes the



local people alerted the ward Councilor and the Association requested the agency and builder to provide a Pollution Control Board Certificate. It is at this juncture Association came to understand that the equipment is not having consent and license from Pollution Control Board. Apart from this incinerator is a faulty one incapable of generating automatic fire. It is a waste dumped in the terrace. The Respondents/promoters can take it back and proper incinerator having license and permit from Pollution Control Board is to be installed. The Respondent is admitting the building is having innumerable cracks. The cracks are not superficial, it is due to the structural defects and poor workmanship with inferior quality of material. The building area, especially the staircase area, are having innumerable cracks top to bottom. The repeated patches to fill the cracks are visible along with new cracks in the building. These severe cracks cannot be simplified as superficial and are caused due to climatic changes. The Respondents/promoters cannot blame climate and take shelter under it for such severe cracks. The structural stability and longevity are to be scientifically tested. The Adjudicating Officer has considered the prayer for scientific test and an expert commission is expected to visit soon to ascertain all the facts relating to structure and construction. Similar application is also pending before this Authority. The Respondents stopped the rectification works, not due to any legal notice but they themselves were fed up due to innumerable cracks developing day by day.



There was no demand from the said Smt. Leela mentioned in the written statement to stop any of the ongoing rectification works. They stopped the work to threaten the owner to surrender all her claims against the Respondents. The sending of a legal notice by any individual is not at all a reason to stop the works promised to all the other owners. The works were started consequent to the email dated 21.03.2022 sent to the Association copy of the same was produced. Emails dated 24.02.2022, 24.03.2022, 29.03.2022, would show that the promises were made to the Association to carry out the works, copies of the said documents were produced. It is true that water for drinking purpose is available but the bill for the water consumed during the period when the building was maintained by the Respondent are pending in arrears. Due to this, Water Authority may disconnect the water supply soon. The bill showing arrears is produced herewith. The alleged well water is not fit for consumption. In fact, there is no well as such, but it is only a pit dug near to be drainage sump. The proximity of the drainage sump and pit may be the main reason for the presence of e-coli and coliform bacteria. During rainy season the water gets further contaminated due to surface water entering into it, as it is constructed in the drive away. The latest report from the KWA testing lab shows that this water cannot be used for any purpose. The bore well was not providing sufficient yield as it is a small one indented for a small family with diameter of 4.5 inches. It could not yield water, that is why the Respondent deepened the pit and



installed water filtration system. The bore well water also contains microbial organisms. The Respondents did not produce the latest report of borewell water though they provided the fabricated report for the pit water. The yield test report is a fabricated one. The association is not aware of conducting a yield test except the inspection by the groundwater department to regularize the illegal borewell. Water is the gravest of all issues and Respondents are liable to clear the arrears of water charges and provide sufficient quality and quantity of water for the consumption. The UV filtration system is connected only in the month of March 2023 and admission from the part of the Respondent about this installation will prove that their contention that the building was habitable from the year 2019 is utter false. The agony and mental strain and hardships faced by the residents cannot be explained in words as most of them had paid their life long savings for the purchase of the apartment, that too by spending an average Rs. 90 lakhs. The latest water test report dated 04.07.2023 shows that the water is not consumable and the filtration system is a failure. The UV filtration agency technical chief did not guarantee the efficiency during the rainy season. He recommended additional collection tank for filtration of water the Respondent is not willing to do the same. The bio-bin was a failure and the Respondent promised to provide electrical incinerator, but representing it as an electrical incinerator, a diesel fired locally made incinerator was installed, it was cheating. The machine has got no permission from the





Pollution Control Board. There was no agreement or any belief that allottees will pay for the said incinerator. The incinerator is to be taken back and an electrical incinerator is to be installed and a direction may be given to that effect. The Respondents send a mail to many of the allottees on 21.12.2021 asking them to engage any structural engineer to examine the stability of the building. The Respondents, though contacted and communicated about the appointment of a qualified experienced engineer for inspection of the building, they did not cooperate but on the other hand they denied sharing of required documents by lame excuses. The copy of the report was handed over to the Managing partner Mr. Suhas when he attended the meeting on 09.03.2012 at the Association hall. It is only after discussing the report he agreed to rectify the defects. The copy of the minutes of the meeting dated 09.03.2022 was produced. The report was exhibited with the Complaint filed. Since that report narrates the true state of affairs of the building the Respondents purposefully with vexatious intention denied it. The Respondents are consciously trying to mislead and misrepresent before the Authority. The conversation between the allottees and email offering 20 lacs as compensation would undoubtedly reveal that road widening issue was suppressed and sold the flats to the allottees. Majority of facilities and utility of the building will be lost on road widening. The builder is yet to sell two more apartments in the flat. The email dated 04.05.2023 requesting the Respondents to hand over the development plan, permit plan and



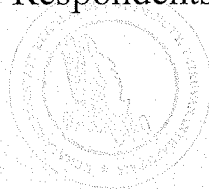
fire plan shows that those plans were not even handed over to Association. The email dated 08.05.2023 denied the handing over of the said plans and the copies of the emails produced. The retaining wall approval is seen taken after the starting of the construction of the building. The builder admits that there is no development permit obtained before construction. It points out a serious illegality and lapse from the part of the builder. If proper soil test and boundary strength were assessed by the qualified structural engineer the retaining wall would have been constructed before starting the building construction, that too without putting additional pressure on the building. The retaining wall plan do not show any connection of the same with the building. The allottees were not informed or not obtained permission from them for effecting such a design change or such a structural change to the building. The rear side of the building is not having setback area due to this illegal construction. The corporation authorities and the Respondents/Promoters colluded together conspired and the corruption paved the way for such an illegal construction. Since the retaining wall construction was made subsequently to the permit approval for the building the stability will not be the same as indented or calculated at the time of preparing original structural plan. Therefore, the structural stability certificate produced is fake and fabricated. The stability certificate is not related to the building. Retaining wall not only support the soil, base its force also hold large water during monsoon and rainy season. It is for the



Respondents to produce the genuine structure stability test report if any conducted by them for the building and retaining wall. The building permit do not contain retaining wall connection, similarly the completion plan is also not representing the connection of the building with the retaining wall. The completion plan is a fabricated one which do not represent the actual construction of the building. The Form number 6, the architect certificate, produced before the Authority is a fraudulent one. The completion plan and the plan submitted before the Authority are different. Facts being so the architect would not have certified that the building was constructed as per the approved plan. In every sense the Builder was misrepresenting the facts with connected documents to mislead the Authority. The email dated 03.11.2022 would reveal that the Builder is yet to deliver major documents relating to the construction of the flat to the Association. There was fraudulent collection of amounts in the name of electricity and water connection and deposit of workers Welfare fund contribution. The agreement of sale did not reveal any division amount but the amount received by them includes Rs. 1,20,000- for KSEB and Kerala Water Authority deposit. The email attachments showing split up for the amounts received were produced. In fact, they paid only Rs. 4,050/- as per RTI document. Apart from that, one percent of the sale proceeds was collected as WWF and thus huge amount collected was misappropriated by them by practicing fraud. These amounts are to be refunded and in strict sense the builder should



not collect any amount other than the Sq.ft rate agreed for the building as per RERA rules. The water connection and electricity connection were taken in the name of Respondent/promoter of the building who is the Land Owner Mr. Govindan. Therefore, no collection can be made from the allottees. The entire amount may be ordered to be refunded and the builder is to be heavily penalized. The alleged additional facilities provided are installed by the builder for attracting the prospective customers as the built quality of the building is very poor. The amount stated in the said para for these are exaggerated figures as per the records. The CCTV surveillance system purchased and installed through a work order No. WO/USP/272/20-21 dated 23/10/2020 which is seen invoiced as per invoice no. TSS/GST/D-1077 dated 21.12.2020 for an amount of Rs. 280191/- only. But in the written statement is Rs. 5,00,000/-. In fact, the system was introduced to protect theft of building materials during the stage of construction and to protect the excess materials and equipment stored in the premises. There was no demand from the Association or the allottees to install CCTV. Installed system is of poor quality and gets damaged off and on. The Diesel burner incinerator costs as per invoice No. PO/USP/551/22-23 dated 27.04.2022 is for Rs. 1,98,240/- but the price stated in the written statement is 6 lakhs. There is no electrical incinerator installed in the premises. Likewise, the automatic gate and water filtration plant do not cost the amounts mentioned in the written statement. The Respondents/Promoter had promised



rectification of all defects and settlement of road widening issue in the Onam celebrations. But after enjoying the host they showed their real face, cheated the poor allottees. The notice affixed in the building are genuine and true. The Association is not interested in involving the sale of apartments. The Association is not liable to pay any amount to the builder as claimed by the Respondents/promoters. The Respondents have authorized a third party through a Power of Attorney to appear and file written statement due to guilty mind.

7. Only two Complaints in No. 15/2023 and 21/2023 came up for hearing during the initial hearing on 16.02.2023. The other Complaints were filed subsequently. The Counsel for the Association submitted that the allottees made them party as Respondents No. 6 in their Complaints, in which they have no objection. After hearing parties on 24.04.2023, two technical officers of this Authority were directed to conduct a site inspection, in the presence of both parties and the Local Authority concerned. As directed by the Authority, the technical officers of this Authority conducted inspection in the project site on 12.05.2023 during which the Complainants, owners of other flats, Respondents, Counsels, Project Engineer and the Asst. Engineer from the Thiruvananthapuram Corporation were present. As per the inspection report which is marked as Exbt. X1, the Complainants informed that in the approved plan, the width of land for road widening is shown as 3m but in the completion plan it is



2.5 m to 2.6 m. The Respondents informed that 2.5 m to 2.6 m width of land is required from the project site. It was reported that the Ring Main Unit for electric supply installed and manholes for underground sumps are provided in the proposed road widening area, the covering of well obstruct vehicular traffic in north side, small cracks were seen rectified and some dampness is seen on the internal walls of some of the apartments. The Report from the Assistant Executive Engineer was also obtained as per which the permit was obtained for the project on 14.07.2006 and the permit renewed on 16.06.2012 and occupancy for 5513 m<sup>2</sup> was given on 03.08.2020. The Counsel for Complainants alleged violation of provisions of Section 14 of the RERA Act. After hearing the parties on 07.07.2023, the Authority decided to send the Technical officers to inspect again and report in detail as to whether there is violation of permit and approved plan and also violation of provisions of Section 14(1) and (2) of the Act, 2016. The Technical officers have after their visit on 18.08.2023 reported that following changes were noted from the approved plan. In the Ground floor, (i) a Security cabin has been constructed in the front, (ii) a Spiral staircase is provided from the open recreation area to the first floor, (iii) the two-wheeler parking area shown adjacent to the electrical room has been converted and added to the electrical room, (iv) covered recreation area shown near the lobby is now used as a two-wheeler parking area, (v) a gas bunk provided at the area shown as fire assembly point in the approved plan, (vi) the space in between



the carparking No. 13 & 14 has been converted to Fire Command unit. In the First Floor, (i) the portion of the two-wheeler parking area shown on the south east side has been converted into an Association Hall and Indoor Game Room, (ii) the two-wheeler parking space between the car parking nos. 34 and 35 has been converted into a Driver's room. In the 9<sup>th</sup> Floor, (i) the area marked as Association office has been converted into a Guest Room, (ii) open terrace in the north east side converted into party area (sheet roof covering provided). Both the parties produced structural stability report by experts.

8. The Authority after hearing the parties on 11.09.2023, directed, vide its order on the same day, to the Complainants to submit their reply to the written statement clearly stating out the variations not allowed by the Kerala Municipal Building Rules, in the completed plan, if any, with proof of documents. The Complainant filed reply on 16.10.2023, as per order dated 11.09.2023 as follows: The Respondents for obtaining RERA registration, Permit and plan as on 30.11.2017 alone was submitted. Though completion plan and occupancy certificate were obtained on 03.08.2020, till the filing of this Complaint, no completion plan was submitted to RERA. But the Respondent and their Architects submitted certificates stating that the building is constructed as per the initial approved plan. The permit plan, completion plan and the construction at site shows grave violations



of KMBR. The completion plan does not represent the building was constructed. The Customers who believed RERA Registration were cheated by the Respondents. The following are the violations as per KMBR. The apartments are categorized as A,B,C,D,E,F,G,H. This categorization is shown in plans, as well as in brochure. As per the brochure and plan area of C type is 1489 sq. ft, G type is 1437 Sq. ft, H type is 1437 Sq. ft. But in the completion plan, it is fraudulently shown as 60 Sq. mts or lesser for calculating parking area. Therefore, the parking area is insufficient and it is the violation of Rule 34 of KMBR 1999.

A. SHORTAGE IN PARKING AREA:- Parking shown in completion plan is not matching with the site condition. Car parks No. 1 to 8, 15, 16, 18 in the ground floor & 24, 32, 34, 35 in the first floor are not having space as provided in the KMBR. The entrance to the building through rear doors is blocked by marking the car park area extending to the pavement. Free entry and exit to the building including fire exit are fully blocked due to unauthorized marking of car park area. Building is not having sufficient car park measurements as per KMBR for the parking Nos. 1 to 8 on the front yard. If car park area is properly measured and marked the front yard will not have sufficient fire passage/ set back. The car park area is fraudulently marked in order to obtain Fire NOC. The entry to the electrical room is prevented by allotting car park area in front of it. The car park area should not have been provided on a passage specially





mentioned for electrical room. Two car parking spaces are marked and sold in front of electrical room violating Rule 34 of KMBR 1999. The disabled car parking space is not as per the width of 3.6 m. As per KMBR there are only 22 car parks currently and the required is 36 numbers and the completion plan is prepared showing 36 numbers. The car park allotted to Flat No. 6B marked as No. 19 is above the water sump with opening covered by a manhole cover. Similarly, another water tank with opening is in the area provided for 2-wheeler parking. Therefore, the car park Nos. 1 to 8,15,16,19,24,32 & 35 along with the ground floor 2-wheeler parking area above the water sump are not parking areas as per KMBR. The area for car park and 2-wheeler park are in shortage.

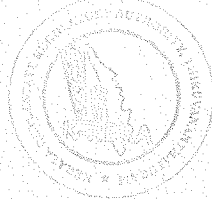
**B. FIRE PASSAGE:** - The fire passage on the front yard will not have sufficient width, if the car park area is measured as per the KMBR. Similarly, the fire passage on the northern side are above two wells. One is an open well and another is a tube well. Both these wells prevent the entry and exit of vehicles and do not comply with safety standards. The open well is covered with a manhole cover and as per the KMBR, the well should have brick walls with minimum 2 m height. The Respondents were hiding this well by providing a manhole cap and not marked same in any of the plans. If an open well is situated on the fire passage, the building cannot be given fire NOC from the Fire Department. The Corporation also did not notice. In short, the building is not



having fire passage as per rules. There is no other passage for plying vehicle to reach the car park area. The open well on the fire passage closed with a manhole cover is great threat to the life and safety of the human beings. Vehicles ply through the closing lid of the well and it may pollute water and will cause great risk for the vehicles and passengers.

**C SETBACK AREA:-** The setback shown in the completion drawing are not provided at the site. The front setback is not sufficient enough for the height of the building. LPG storing unit and other constructions with equipment are placed in the mandatory open space abutting the rear side of the plot. These are clean violation of Rule 24 of KMBR 1999. The rear side retaining wall is connected to the building with beams of the building. This is in violation of approved plan and permit. There is no connection shown in the plan provided for construction of retaining wall. The completion plan also do not show the connection of the same with the beams of the building. No development permit is provided showing the construction of the retaining wall. Fraudulent methods are adopted to construct the building and retaining wall.

**D SHORTAGE OF 2-WHEELER PARKING:-** Area of 2-wheeler parking required is 25% of the total car parking area. Two-wheeler parking shown in the first floor is completely converted for construction of the building. No sufficient parking provided as per Rule 34 of KMBR 1999. Two-wheeler parking



area provided in the plan of the ground floor of the building is converted for other purposes such as electrical room, waste dumping etc.

**E RECREATION AREA:-** Total floor area is 4336.68 Sq. mt. Therefore, 260.20 sq. mt is required as recreation area under Rule 50 of the KMBR 1999. This is not provided at the site.

**F DANGEROUS POSITIONING OF WELL:-** As per Rule 104(4) of KMBR 1999 no leach pit, soak pit, refuse pit, earth closet or septic tank shall be allowed or made within a distance of 7.5 meter radius from any well. This is violated at site and existence of well is suppressed in both plans submitted to the corporation. Water from this well is provided for domestic use. Repeated test results show presence of E-coli and coliform bacteria in the well water.

**G CYCLE PARKING:-** Not provided as per Rule 29(1) 2019 of KMBR.

**H VISITORS PARKING:-** Required 15% of the total car parking area which is not available at the site Rule 29(6) 2019 of KMBR

**I DISABLED CAR PARKING:-** Width of disabled car parking is lesser in extent and is in violation of Rule 42(5) (b) of KMBR

**J RING MAIN UNIT(RMU):-** RMU is provided in the area marked for road widening. This would have been placed in area other than earmarked for road widening. Due to violation of



building rules relating to floor area ratios, no space is available for relocating the RMU

**K RECREATION AREA/ PARTY AREA ON THE TERRACE:-**

The 6% of the total floor area required is not provided. The 35% of the recreation area not provided on the ground floor. More than 25% of the open terrace area is earmarked as party area on the terrace and no grill or grill mesh is provided for the terrace party/recreation area. The ground floor recreation area should not be above the manholes as per the Rule 43 of KMBR 2019.

**L BOREWELL:-** Borewell constructed on the drive way which prevents fire passage as well as moving of vehicles and it is constructed without permit. This construction violates Rule 75 (1) KMBR 2019.

**M GLASS DOORS/ GLASS WINDOWS:** The fire passage doors with glass and all other openings with glass are not as per the KMBR and violated Rule 6(10) of KMBR 2019.

**N. DEVELOPMENT PERMIT:-** No development permit is submitted to the RERA or Association. The admission that rear wall collapsed and retaining wall having more than 10 m height had to be constructed during the course of the construction of the building proves that the builder practiced fraud in obtaining permit.

**O. BIOGAS PLANT:** No biogas plant provided under Rule 79 of KMBR 2019.



P. ROAD WIDENING: The area earmarked in the permit plan for road widening is 3 metres and is shown in the permit plan. There are RMU, manholes, underground sumps constructed in this area. But in the completion plan the area is reduced up to 2.5 meters.

Q. GENERAL: - Children's Park area, fire room, diesel generator position & water tank position are not in accordance with the plan or rules under KMBR.

R. FIRE ASSEMBLY POINT: - Mandatory fire assembly point is not available at the site due to illegal constructions. Building do not comply Fire Safety Standards due to the conversion of Fire Assembly Point to other construction purposes.

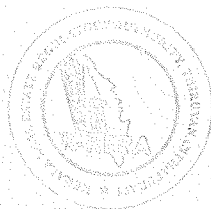
9. The Respondents filed reply statement as follows: The Respondents have constructed the flats based on the sanctioned plan itself and the total area of sq. ft as shown in the brochures have been received by the Complainants and the inhabitants of the building. The Complainant had already claimed the same before the Adjudicating Officer hence, these claims cannot be accepted before this Authority. With respect to the shortage in parking area, the car parking nos. 1 to 8, 15,16,18,24,32,34 and 35 are having sufficient space as per KMBR. Further, there is no rule that the entrance to the building through rear doors shall not have any car parking markings. The KMBR is absolutely silent on this aspect. As per the completion plan, there is sufficient fire passage/ set back. This has been



confirmed by the corporation by physical measurements as well. There is no rule that there shall be no parking slots near the electrical room. The Complainant has made fraudulent claims in this regard. The KMBR is absolutely silent on the same and that being so, the said claim has no standing before this Authority. The disabled car parking space has adequate width as per the KMBR, 1999. As per KMBR, sufficient car parkings are already provided. There is no rule that the car parking slots should not be issued covering or above the water sump with opening covered by a manhole cover. Similarly, there is also no rule that parking slot should not be allocated above water tank with openings covered with manhole covers. On the claims of fire passage, as per the completion plan, there is proper fire passage on the eastern side of the building which is parallel to the main road. There are no rule violations on that. The shallow well is covered with RCC slab and manhole cover. There are no rule violations in this regard. The borewell is coming after the end of the building. The fire drive way is only required up to the end of the building. The claim that the well must be protected with brick wall is meant only for house usage. The well is a submerged well with no opening to draw water from the outside. The intention of having a brick wall is for safety purposes for manual drawing of water from well. In the building, there is no scope for manual drawing and the well is not a conventional well for drawing water. Water is taken only by submersible pumps and there is no human interaction with the well



from the above/floor surface. This is the same in all buildings. The submission that the Respondent was hiding this well by providing a manhole cap and not marked same in any of the plans is a false. It was the Respondents who had informed this to the Association. The setback as shown in the completion plan are provided at the site. With respect to LPG storing unit and other constructions with equipment to be placed in the mandatory open space abutting the rear side of the plot, the said rule came up only in 2021 which is after the date of completion of the building, it is mandatory to be made. Hence, the Respondents implemented reticulated gas system. The rear side retaining wall is connected to the building with beams of the building. There is an approved plan for the same. The same also constitutes no structural instability to the building. At present, there is sufficient parking space for two wheelers as well. Recreation space is not calculated on the basis of total floor area but based on plinth area of all units. Thus, there is sufficient recreation space as well. The calculation as stated by the Complainant is absolutely absurd and false in nature. There is no leach pit, soak pit, refuse pit, earth closet or septic tank within 7.5-meter radius from the submerged well in the building. The same can be cross-checked as well. There is no distinction between cycle parking and two-wheeler parking. There is sufficient two-wheeler parking at the spot. There are also proper visitors parking as per KMBR. The disabled car parking slot has proper area as per the KMBR rules. The RMU is the domain of KSEB and they require



entrance from road. The Respondents have no role in the same. The location is also decided by the KSEB and if road widening comes, the decision has to be made by KSEB. The recreation area is sufficiently provided as per KMBR. There is partial permit for borewell and there is no obstruction to any vehicles because of the same. It is also submitted that there is a certificate of yield testing of the borewell from Ground Water Department which had been submitted before DLEF and permit is under process. The fire passage doors are provided in consonance with 1999 rules and there are no violations. There is no need for development permit in the present building. It is submitted that Local-self Government Department has now issued an order stating that a Development Permit is not required for levelling the plot for constructing the basement of a building. As per the said order, a Building Permit is enough for carrying out such works. The LSGD Department has issued the clarification order following Complaints that besides Building Permit, Development Permit is also being demanded while submitting applications before the Geology Department for levelling of land. There are problems in obtaining the two permits simultaneously. Owing to this a new order was passed and it has been pointed out that as per the revised building construction rules, 2019, levelling the land for construction of building is not an activity which requires Development Permit. In the present building, there is no excavation works or removal of earth. Under such circumstances there is no need for a development permit. The





Hon'ble Kerala High Court, on 26.07.2021, has passed a judgment in T K Ramachandran v. Vellavoor Grama Panchayath 2021(5) KLT 1, that "Development Permit is not required for construction of buildings unless land is excavated and removed from the property. If the land is excavated and put in the same property itself, even in such a case, the development permit is not required." Thus, categorically, no development permit is required at all in the present case. As per KMBR 1999, bio-bin is already provided in the building. The intention behind the rule that bio-gas must be provided is for disposal of waste. In this regard, the Respondents have also provided incinerator for this purpose. It is submitted that the road widening is a possibility which may not happen at all. Even if the same happens, there are no multiple manholes, underground sumps or other constructions in the area. In addition to this, the road widening does not affect any of these services. There are KMBR rules in this regard with respect to road widening. The KMBR 1999 has been followed with respect to children's park area, fire room, diesel generator position & water tank position. Mandatory fire assembly point is available at the site. The Complainant had received more facilities than what was actually promised in the brochure.

10. Heard both parties in detail and examined all the documents placed on record. The documents produced by the Complainants are marked as **Exhibits A1 to A41** and the documents produced by the Respondents are marked as **Exhibits**



**B1 to B15.** The documents from the official side are marked as **Exhibits X1 to X3.** The copy of registration certificate No. TVM/TC/57/2022 of the USP GLORY Owners Association dated 28.01.2022 is produced and marked as **Exhibit A1.** The copy of brochure of the project is produced and marked as **Exhibit A2.** The copy of e-mail communications dated 23.12.2021 and 31.12.2021 from the 1st Respondent to the Complainants is produced and marked as **Exhibit A3 Series.** As per Exhibit A3, the Respondents informed that maintenance period of one and a half period already over and hence forth the Complainants are bound to pay maintenance charges. It was also informed that the Solid waste management system provided by the Respondents is functioning well, the security and house keeping services agency details can be shared with the ad hoc committee in case they want to continue the existing services, bore well dug by the Respondents are is capable of yielding required water for 31 apartments, statement of accounts of maintenance charges are ready with the Respondents, all the original documents as building permit, occupancy certificate, fire NOC, approved layout drawings, original land deed, land tax receipt are ready and can be handed over to the managing committee of the association once it is constituted as per law. The copy of e-mail communication dated 05.01.2022 from the Complainant Association to the 1st Respondent is marked as **Exhibit A4.** As per Exhibit A4, it was informed that as the Respondents failed to facilitate to form a Resident Association the



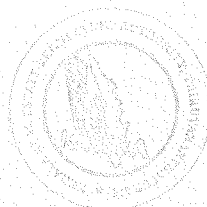
Complainants called the meeting of owners on 02.01.2022 and elected office bearers of the Association and invited the Respondents for its next meeting to discuss issues and to redress grievances. The copy of e-mail communication dated 12.01.2022 from the 2<sup>nd</sup> Respondent to the Secretary of the Association is produced and marked as **Exhibit A5**. As per Exhibit A5 it was informed that the Respondents did not fail to form Association, the Complainants postponed the formation of association despite efforts from the Respondents side. The communication reveals the spoiled relation between the parties. The copies of two e-mail communications on 18.02.2022 from the 1st Respondent to the Complainant is produced and marked as **Exhibit A6 series**. As per emails the Respondents informed that they would look into the possibility of upgrade the solid waste management system and the possibility of deepening the existing open well and to provide more water filtration unit for this stream of water. The copy of e-mail communication dated 19.02.2022 from the 1st Respondent to the Complainants, stating that all the genuine issues would be resolved in the best possible way, is marked as **Exhibit A7**. The copy of e-mail communication dated 23.09.2022 from the 1st Respondent to the Complainants, is marked as **Exhibit A8**. As per the Exhibit A8 it was informed by the 1st Respondent to the Complainants that the road widening master plan was prepared way back in the 1970s and not implemented and cannot predict whether it will happen or not and the Respondents are ready to provide with a bank



guarantee worth Rs. 20 lakhs in the name of the Association, the bank guarantee will be for a period of 10 years, if within the said period the mater plan is dropped the bank guarantee will be withdrawn and if road widening takes place, the Respondents/promoters will do the construction works using their own funds. Further, after the period of 10 years if the master plan is not dropped nor widening is commenced, the Association along with the Respondents/promoters will have amicable talks to determine future plans based on the circumstances prevailing at that time. This assurance can be framed in an agreement and ready to prepare and share with the Association and they expressed hope that this will clear apprehension of Complainants and affirms the commitment of the Respondents. The copy of Technical report with respect to the project by one of the agencies at the initiative of the allottees is marked as **Exhibit A9**. The copy of minutes of meeting of the allottees dated 02.01.2022 is marked as **Exhibit A10**. As per Exhibit A10 minutes, it was decided to form an Association and a seven-member committee was elected through secret ballot to make necessary arrangements in view of the promoters leaving the project. The copy of minutes of joint meeting Promoters and allottees dated 09.03.2022 is marked as **Exhibit A11**. In the joint meeting the issue of crack, water, waste management, electrical complaints, road widening, plastering of retaining wall, mechanising gate etc were discussed and it was decided to solve issues pointed out by the Allottees. The copy of



minutes of meeting of the Association dated 21.06.2022, is marked as **Exhibit A12**. In the minutes it was recorded that the originals of occupancy certificate, completion plan, Fire NOCs, sale deed of land three numbers, prior deed, building permit, server connection, possession and location certificate, thandapper, relationship certificate, retaining wall approval and drawing, structural drawing and stability certificate were handed over by the Respondents /promoters, and copies of AMCs of intercom, generator, lift, UPS, and copies of lift inspectorate approval were also produced. The meeting demanded more documents after rectifying the shortcomings. The copy of minutes of joint meeting of the Allottees and promoters dated 15.07.2022, is marked as **Exhibit A13**. The copy of minutes of meeting of the Association dated 01.11.2022, is marked as **Exhibit A14**. In the minutes, it was recorded that a set of copies of documents were handed by the Promoters to the association. The copies of photographs of cracks in the wall etc is marked as **Exhibit A15**. The copy of the News Paper Cutting Mathrubhumi dated 27.05.2023 and Malayala Manorama dated 11.05.2023 with regard to the publication of master plan is produced and marked as **Exhibit A16**. The copy of the reply under RTI Act from Kerala Water Authority dated 01.04.2023 from the Assistant Engineer Water Works Section Palayam is produced and marked as marked as **Exhibit A17**. The copy of the reply under RTI Act from KSEB dated 12.04.2023 from the Public Information Officer and Senior Superintendent is



produced and marked as **Exhibit A18**. The copy of the reply dated 05.06.2023 under RTI Act from Public Information Officer of Trivandrum Corporation, informing that reply will be intimated on getting file from the record section, is produced and marked as **Exhibit A19**. The copy of the sanctioned plan vide No. 15075/16 dated 18.01.2018 is produced and marked as **Exhibit A20**. The copy of the completion plan vide No. E11/87828 dated 03.08.2020 is produced and marked as **Exhibit A21**. The copy of the email dated 14.04.2023 from the 1<sup>st</sup> Respondent, informing water test Result, is produced and marked as **Exhibit A22**. The copy of the test reports dated 29.09.2022, 30.09.2022 and 22.10.2022 of bore well, well water is produced and marked as **Exhibit A23 Series**. The report shows presence of E. coli in the water. The copy of the email dated 21.03.2022 from the 1<sup>st</sup> Respondent to the Association is produced and marked as **Exhibit A24**. The Exhibit is in response to the discussion the 2<sup>nd</sup> Respondent with the Association on 09.03.2022 and it had been informed by the 1<sup>st</sup> Respondent to the association that they are willing to undertake crack filling work, deepening of the shallow well, for waste management incinerator will be done, renewal of AMC will be done, rectification of plumbing work will be done, and electrical complaints will be eliminated, replacement of broken paver tiles in front of gate, automation of entry gate etc will be done, barricading shall be done at the end of drive way, disabled car parking shall be surrendered back to the Association, they will check the technical adequacy of



plastering of retaining wall, they need some more time to respond on road widening issue, maintenance complaints of individual owners will be addressed, all documents will be handed over to the association. The copy of the email dated 24.02.2022 from the Respondent to the Association, stating that they are willing to address all the concerns of allottees one by one, is produced and marked as **Exhibit A25**. The copy of the email dated 24.03.2022 from the 1<sup>st</sup> Respondent to the Association, informing ready for execution of work according to priority of issues, is produced and marked as **Exhibit A26**. The copy of the email dated 29.03.2022 from Association to the 1<sup>st</sup> Respondent, requesting to start work of waste management system and water provision enhancement through well deepening, is produced and marked as **Exhibit A27**. The copy of online bill dated 24.02.2023 from KWA Palayam Section to the 3<sup>rd</sup> Respondent is produced and marked as **Exhibit A28**. The copy of water test report dated 04.07.2023 showing E. Coli presence is produced and marked as **Exhibit A29**. The copy of the email dated 21.12.2021 from the 1<sup>st</sup> Respondent to the allottees, informing that the water requirement for 31 apartments is worked to be 16740 liters per day and the existing borewell can yield much more than this water quantity is produced and marked as **Exhibit A30**. The copy of the email dated 15.03.2022 regarding the Minutes of Meeting held on 09.03.2022 is produced and marked as **Exhibit A31**. The meeting was in the presence of the 2<sup>nd</sup> Respondent MD and he agreed to give proper undertaking and



the Exhibit A25 undertaking was in continuation of the meeting dated 09.03.2022. The copy of the email dated 03.11.2022 from the Complainant Association to the 1<sup>st</sup> Respondent requesting to hand over ownership and documents of common amenities is produced and marked as **Exhibit A32**. As per the Exhibit, details of documents to be handed over to the Association have been informed to the 1<sup>st</sup> Respondent. The copy of the work order dated 23.10.2020 regarding the supply and installation of CCTV, is produced and marked as **Exhibit A33**. As per the Exhibit A33, the total amount for the installation and supply of CCTV is Rs. 2,80,191/-. The copy of the purchase order dated 27.04.2022 of the 20T Model Incinerator is produced and marked as **Exhibit A34**. As per Exhibit A34, the total purchase price of the Incinerator is Rs. 1,98,240/-. The copy of the emails from 04.05.2023 to 08.05.2023 between parties to hand over development permit, approved permit plan and its reply that no development permit issued, is produced and marked as **Exhibit A35 Series**. The copies of the cost bifurcations/divisions of final settlement of accounts with Respondents on registration, received by the Association from some of the allottees is produced and marked as **Exhibit A36 Series**. The Complainant has also produced copy of letter dated 01.11.2022 from the Respondents handing over certain documents, in which the ticked mark documents have been received by the Complainants. The copy of letter and the acknowledgement therein is marked as **Exhibit A37**. In addition to the above marked





documents the following documents produced by the Complainant in Complaint No 15/2023. The copy of agreement for sale of undivided share dated 28.11.2018 is produced and marked as **Exhibit A38**. Exhibit A38 the agreement, was executed by the 3<sup>rd</sup> Respondent represented by the 2<sup>nd</sup> Respondent, one of the partners of the 1<sup>st</sup> Respondent, who are the absolute owners of 32.782 cents of land in Survey No. 2446/1, 2446/1-1, 2446/1-2 in Vanchiyoor village. The value of 3.356% of undivided share of land agreed to purchase was Rs. 6,12,348/- The copy of agreement for construction dated 28.11.2018 is produced and marked as **Exhibit A39**. As per Exhibit A39 the agreement, executed by the 1<sup>st</sup> Respondent represented by the 2<sup>nd</sup> Respondent, it was agreed by the complainants to purchase 1581 Sq.ft constructed apartment with covered parking in the residential building complex named "Urbanscape Glory" for a the total price was Rs. 75,76,255/- It was agreed to handover the apartment within 33 months from the date of agreement. It was agreed that the allottee shall pay deposit, cost, charge, sales tax, revenue tax, workers welfare fund, and all other statutory and other payments. The allottee shall also pay KSEB deposit, KWA deposit, Corpus fund, RMU Generator, corporation tax, expenses for bifurcation and mutation of records and all charges levied and recovered by Corporation or any department of the Government or any other public authorities in respect of land and construction either before or after completion of building. The copy of sale deed dated 04.01.2021 executed as Doc. No. 21/2021



is produced and marked as **Exhibit A40**. As per Exhibit A40 sale deed, the sale consideration of undivided share of land was Rs. 16,79,192/- and the consideration for apartment including carpark with right to use common area and common facilities was Rs.52,00,930/-. The complainants had paid total consideration of Rs. 68,80,122/-and the Respondents had acknowledged receipt. The copy of Assessment notice issued by the Deputy Labour officer Thiruvananthapuram, vide No C1/MIS/810/2019 dated 29.08.2019, is produced and marked as **Exhibit A41**. As per Exhibit A41, the estimated construction cost of 5594.35m2 plinth area comes to Rs. 10,21,52,831/-

11. The copy of the special power of attorney dated 01.04.2023 executed by the Respondents is produced and marked as **Exhibit B1**. As per Exhibit B1, the General Manager and Deputy General Manager of the 1<sup>st</sup> Respondent Company were appointed as the Power of Attorney holders of Respondents for the purposes detailed in the power of Attorney. The copy of the occupancy certificate No. E11/87828/19 dated 03.08.2020 is produced and marked as **Exhibit B2**. As per Exhibit B2 Certificate, the date of completion of the project is 01.11.2019 and the total plinth area is 5594.35 m2. The copy of the legal notice dated 08.11.2022 on behalf of Sri. Sathyaseelan and Smt. Leela allottees of the project to the Respondents is produced and marked as **Exhibit B3**. The copy of the email dated 20.01.2023 from the 1<sup>st</sup>



Respondent to the Association informing the restoration of rectification works in the apartment is produced and marked as **Exhibit B4**. The copy of the certificates of examination of open well water dated 01.04.2023 & 23.12.2022 by Government Analyst's Laboratory is produced and marked as **Exhibit B5 Series**. As per the Exhibit B5 certificates, the water is consumable in nature. Copy of certificate of the yield testing of wells from the Groundwater Department, Kerala dated 23.04.2022 is produced and marked as **Exhibit B6**. The copy of the photos of the new UV filtration plant is produced and marked as **Exhibit B7 Series**. The copy of the certificate of examination of borewell water dated 29.11.2021 by Government Analyst's Laboratory is produced and marked as **Exhibit B8**. As per Exhibit B8 Certificate, the water is consumable in nature. The copy of the report dated 05.11.2022 from a registered Town Planner (A Grade), Department of Urban Affairs, Government of Kerala, regarding the issue of road widening is produced and marked as **Exhibit B9**. The copy of the stability certificate dated 01.09.2018 by Valsaraj Associates, certifying that the structural design of the retaining structure to the rear side of the building satisfies the structural safety requirement is produced and marked as **Exhibit B10**. The copy of the approved plan dated 21.08.2018 is produced and marked as **Exhibit B11**. The copy of the details of documents handed over to the Association with acknowledgement by the association is produced and marked as **Exhibit B12**. The copy of email dated 12.12.2022



requesting cancellation of flat booking by one allottee is produced and marked as **Exhibit B13**. The copy of the photo of the event appreciating the work of Respondents by the Complainant is produced and marked as **Exhibit B14**. The copy of the posters against the Respondents appeared in the Apartments is produced and marked as **Exhibit B15**.

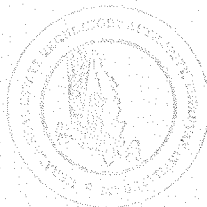
12. Even though two petitions were filed from the part of the Complainants' to appoint an Advocate Commissioner to inspect the project site and submit report with respect to their grievances as to the defects and quality of construction, this Authority decided to depute two of its Technical officers to inspect the project site and report the factual aspects therein. Anyhow, the Adjudicating officer during the trial of the compensation claims appointed an Advocate Commissioner for the same purpose which is admitted by the Counsel before this Authority. The copy of site inspection report dated 31.05.2023 by the technical officers of the Authority with copies of approved plan is produced and marked as **Exhibit X1**. The copy of site inspection report dated 07.09.2023 by the Technical officers of the Authority is produced and marked as **Exhibit X2**. Exhibit X2 report shows that the area for road widening area is 2.5 to 2.9 meters as per completion plan as against the approved plan of 3 meters and there are certain amenities in it. As per order dated 07.09.2023 of the Authority Secretary, Corporation of Thiruvananthapuram, was directed to furnish a



report regarding the allegations in the in the reply statement of the Complainant with regard to the variations, if any, from the submitted plan and permit. On 01.04.2024, the Complainant filed application for issuing direction to the Assistant Engineer Corporation of Thiruvananthapuram to file the copy of their inspection. A report of the Assistant Engineer Corporation of Thiruvananthapuram dated 19.03.2024 was received on 22.04.2024 which contains only the permit details, date of completion and plinth area details of the project. The Report of the Assistant Engineer Corporation of Thiruvananthapuram dated 19.03.2024 is marked as **Exhibit X3**.

13. The project in question is a registered project under section 3 of the Real Estate (Regulation and Development) Act, 2016 vide Register No K-RERA/PRJ/063/2020 in the name URBANSCAPE GLORY on 27.05.2020 with validity up to 30.03.2021. The Form 6, the form to be filed on completion and handing over of common amenities with documents, have been uploaded by the Respondents in the web portal of the Authority on 07.08.2021.

14. When the complaints came up for hearing on 10.06.2024, the Counsel for the Complainants submitted a copy of order in CCP No. 04/2023 dated 30.04.2024 passed by the Adjudicating Officer of this Authority, awarding compensation



from the Respondents to the Complainant in Complaint No. 15/2023 herein. The Counsel also submitted that the Adjudicating officer issued final orders in the 18 claims for compensation filed by the association members which were partially allowed by awarding compensation. As per the direction of this Authority, the counsel for the Complainants filed memo dated 10.06.2024 with the list of documents yet to be handed over by the Respondents to the Complainant Association which are as follows: (i) letter of transfer of water connection (KWA) in the name of Complainant Association. (ii) Transfer of ownership of Association Hall and Suit Room (Guest Room) and paying the tax dues. (iii) copy of rectification deed transferring the disabled car park from the owner of Flat No. 5D. (iv) Transfer of common area in the name of Association, (v) Transfer of electricity connection (KSEB) for common area in the name of Association, (vi) Documents related to RMU installation in the premises. (vii) Final permit, license, for tube well from the authority along with pumping license from the district Collector, (viii) Reticulated gas incorporated drawing and Gas Bank room construction permit, (ix) The regularization order from the Corporation No. E11/043 dated 03.08.2020, (x) missing keys of 1<sup>st</sup> floor fire door, security cabins, drivers room, main door/ground floor, 3 terrace doors as per letter dated 17.10.2022, (xi) water plumbing lay out plan, (xii) sewage plumbing lay out plan, (xiii) Test results of structural materials used for construction.



15. Here, the project in question had obtained Occupancy Certificate from the local authority on 03.08.2020 and admittedly the complainants and other allottees have already started living there and the Association of allottees started maintaining the common areas there in the project. Through these complaints, thirteen reliefs have been sought by the complainants on several grounds. Since the initial hearings themselves this Authority has been frequently expressed its concerns to the counsel appeared for the Complainants with respect to the maintainability of many of these prayers before this Authority and tried to make the complainants convinced that majority of the grievances shown in their complaints could only be entertained and redressed by the Adjudicating Officer of this Authority by way of filing individual claims for compensation as provided under Section 71 of the Real Estate (Regulation and Development) Act 2016. Anyhow, no action has been taken so far by the Counsel to amend the complaints herein even though separate compensation claims were filed by them before the Adjudicating Officer of this Authority. The Counsel for the Respondents also argued vehemently that none of the reliefs claimed by the complainants are maintainable before this Authority and all of them were already sought before the Adjudicating Officer through their claims for compensation. The counsel for the Respondents also submitted that with respect to the registration of the project in question, Form-6 statement to be uploaded on completion of project has already been uploaded in



the web portal of this Authority and hence the first relief for revoking registration of the project became redundant. According to him, with regard to the second relief of handing over of the documents and records including legal documents, the documents have already been handed over the Complainants. With regard to the sixth relief sought by the Complainants, their counsel insisted for a guarantee with respect to the loss that may be occurred in future by the proposed road widening. The Counsel for the Complainants admitted that through the orders passed by the Adjudicating officer of this Authority in the claims for compensation filed by the Complainants herein, many of the reliefs sought in these complaints were already got redressed.

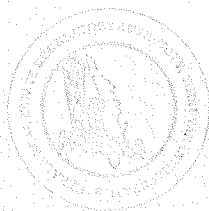
16. As far as the prayer of the Complainants for revocation of registration of the Project in question, we would accept the contention of the learned Counsel appeared for the Respondents that it has become redundant as the project has been completed and Form-6 has already been uploaded in the registration portal of the Authority. The learned Counsel for the Complainants have been strongly arguing on the said prayer for revocation of registration. During the final stage of hearing, he submitted that they are pressing only on the fraudulent practices of the Promoters. However, it is surprising to see such a demand to revoke the registration of the project from the part of the Complainants/allottees herein who had already taken possession of





their apartments, obtained sale deeds and became owners of the project property. If at all, the registration of their project is getting revoked in any of the grounds, how would these Complainants/allottees/owners be benefitted and how their grievances be redressed? Section 8 of the Act 2016 makes it clear the obligation of this Authority consequent upon lapse or on revocation of registration as per which in such a situation, *“the Authority may consult the appropriate government to take such action as it may deem fit including the carrying out of the remaining development works by competent authority or by the association of allottees or in any other manner, as may be determined by the Authority.”* It is clear that as per the scheme of this law, Section 7 and Section 8 are applicable only to the projects which are incomplete in all aspects. Hence, the arguments by the Complainants for revocation of registration of a completed project maintained, possessed and owned by themselves do not make any sense and cannot be acceptable as per law or on merits.

17. On scrutiny of other prayers and the factual matrix in the above complaints as a whole, the grievances of the Complainants could be summed up under five heads viz; 1) violation of sanctioned plan and defects in construction, 2) deficiency of quality and quantity of water and 3) return of amounts collected by the Respondents under some imprecise heads, 4) non-handing over of documents pertaining to the project



by the Respondents, 5) guarantee with respect to the damages in connection with the road widening that may happen in future.

18. As far as the grievance with respect to violation of the sanctioned plan, Exhibit X3 Report of the Assistant Engineer, Thiruvananthapuram Corporation does not mention anything about such the deviations from the approved plan. Moreover, the project which has obtained occupancy certificate as on 23.08.2020 from the authorities concerned is under the legal presumption that the building is fit for residential purposes and if at all the Complainants/allottees have still stick on the said allegation, they shall have to approach the appropriate forum for challenging the issuance of Occupancy Certificate. With respect to the prayer related to defects in construction, the remedy is provided under Section 14 (3) of the Act 2016 to get compensation which is already sought by the Complainants herein. With regard to structural defects, and other defects in workmanship, quality or provision of service, claim was filed under Section 71 of the Act, 2016 before the Adjudicating Officer of the Authority as per provisions of Section 14(3) of the Act, 2016 and the Adjudicating Officer passed order in this behalf awarding compensation from the Respondents to the Complainants. As far as the prayers with respect to deficiency of quality and quantity of water are concerned also the complainants have approached the Adjudicating officer who is the competent person to adjudicate the said issues. In this



regard, it was found the complainants have claimed compensation from the Respondents and vide order in CCP No. 04/2023 dated 30.04.2024 of the Adjudicating Officer awarded compensation in this regard. The relief claimed to pay back all the amounts spent by the association for the upkeep of the project and the property from 01.01.2022 till proper handing over of the project to the Association, pay all statutory charges payable by them, such as one-time building tax, electrical inspectorate fees, water charges, workers welfare fund and all other undisclosed charges so far by the builder to the allottees, and return the excess amount collected by them in the name of KSEB charges, Kerala Water Authority, Workers Welfare Fund, it is found that the complainants failed to produce specific claims/calculations for arriving at a conclusion as to the exact amount of payment made and the documentary evidence in this regard.

19. With regard to the relief sought for handing over the documents and records including the legal documents to the Association, as per Exhibit B12 and Exhibit A37 letter issued by the Respondents to the Complainant, the Respondents had handed over certain documents to the Complainant association. It is true that some more documents are yet to be given to the Association and it is seriously noted that the Respondents /Promoters have failed to hand over all the documents pertaining to the project to the Association as prescribed under the law. The Authority found that certain documents as per memo dated 10.06.2024 submitted



by the Counsel for the Complainants, have to be handed over to the Association. Similarly, the relief claimed to provide all licenses and permits of every facility and equipment installed in the building with up to date renewed Annual Maintenance Contracts to the Association during the handing over also show that the Respondents/Promoters have not complied with their obligation in this regard and the Respondents/promoters are duty bound to provide and all common facilities and equipment and documents to the Complainant Association as per provisions contained in Section 17 of the Act, 2016.

20. The prayer for a guarantee with respect to the damages in connection with the road widening that may happen in future, it cannot be considered at this stage because it is now only an apprehension of the Complainants and they could approach the appropriate Forum, as per provisions of the Act, 2016 as and when the road widening takes place. As rightly observed by the Hon'ble Supreme Court of India in the matter of S Rangarajan Vs P. Jagjivan Ram and Others that " the anticipated danger should not be remote, conjectural or far-fetched. It should have proximate and direct nexus with the expression". It is found that the Adjudicating officer in the order in CCP No. 04/2023 dated 30.04.2024, has also observed that the authorities concerned has not taken any steps apart from the notification for anticipated road widening and made it clear that the Complainants are at liberty to approach with claims as per provisions of the Act, 2016 as and when the road widening



takes place, based on the provisions of the statute, agreements etc against the Respondents and the Complainants are not entitled to get anticipated compensation. However, it is to be noted that the Respondents herein had provided CCTV surveillance system, electrical incinerator, automated main gate and Water Treatment plant with UV system to the allottees over and above the promise made to the allottees. In addition to the reliefs claimed by the Association, allottees/complainants claimed direction to the Respondents to pay all statutory charges such as one-time building tax, electrical inspectorate fees, workers welfare fund, and other charges and to return excess amount collected in excess of statutory charges, it is found that in Exhibit A39 agreement for construction, it was agreed that the allottees shall pay deposit, cost, charge, sales tax, revenue tax, workers welfare fund, and all other statutory and other payments. It was further agreed that the allottees shall pay KSEB deposit, KWA deposit, Corpus fund, RMU Generator, corporation tax, expenses for bifurcation and mutation of records and all charges levied and recovered by Corporation or any department of the Government or any other public authorities in respect of land and construction either before or after completion of building. Hence the Complainants shall bear all such expenses and that the Complainants had not produced documents to show that excess amount had been collected from them by way of statutory charges and hence the claims not



considered. With regard to the claim for costs, the respective parties shall bear the cost.

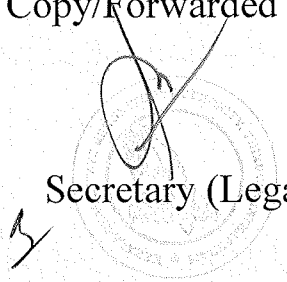
21. On the basis of the above facts and findings, the Authority by invoking Section 37 of the Act, 2016 hereby directs the Respondents/promoters to hand over all the common area facilities and amenities in the project along with all the documents including permit, plan and other statutory sanctions and approvals, back deeds of the project land and all the drawings with respect to the essential services such as water, electricity and sanitation as provided in the project to the Association of allottees of the project in question, within 15 days of receipt of the order and submit Compliance report before this Authority in the form of an affidavit along with sufficient proof of handing over.

All the above Complaints are disposed accordingly.

Sd/-  
Preetha P. Menon  
Member

Sd/-  
P. H. Kurian  
Chairman

True Copy/Forwarded By/Order/

  
Secretary (Legal)

**APPENDIX****Exhibits on the side of the Complainant in Complaint No 21/2023**

Exhibit A1- The copy of registration certificate No.TVM/TC/57/2022 of the USP GLORY Owners Association dated 28.01.2022

Exhibit A2: The copy of brochure of the project

Exhibit A3: The copy of e-mail communications dated 23.12.2021 and 31.12.2021 from the 1st Respondent to the Complainants

Exhibit A4: The copy of e-mail communication dated 05.01.2022 from the Complainant Association to the 1st Respondent.

Exhibit A5: The copy of e-mail communication dated 12.01.2022 from the 2<sup>nd</sup> Respondent to the Secretary of the Association.

Exhibit A6: The copies of two e-mail communications on 18.02.2022 from the 1st Respondent to the Complainant.

Exhibit A7: The copy of e-mail communication dated 19.02.2022 from the 1st Respondent to the Complainants.

Exhibit A8: The copy of e-mail communication dated 23.09.2022 from the 1st Respondent to the Complainants.

Exhibit A9: The copy of Technical report with respect to the project by one of the agencies at the initiative of the allottees.

Exhibit A10: The copy of minutes of meeting of the allottees dated 02.01.2022.

Exhibit A11: The copy of minutes of joint meeting Promoters and allottees dated 09.03.2022.



- Exhibit A12: The copy of minutes of meeting of the Association dated 21.06.2022
- Exhibit A13: The copy of minutes of joint meeting of the Allottees and promoters dated 15.07.2022.
- Exhibit A14: The copy of minutes of meeting of the Association dated 01.11.2022.
- Exhibit A15: The copies of photographs of cracks in the wall etc.
- Exhibit A16: The copy of the News Paper Cutting Mathrubhumi dated 27.05.2023 and Malayala Manorama dated 11.05.2023.
- Exhibit A17: The copy of the reply under RTI Act from Kerala Water Authority dated 01.04.2023.
- Exhibit A18: The copy of the reply under RTI Act from KSEB dated 12.04.2023 from the Public Information Officer
- Exhibit A19: The copy of the reply dated 05.06.2023 under RTI Act from Public Information Officer of Thiruvananthapuram Corporation.
- Exhibit A20: The copy of the sanctioned plan vide No. 15075/16 dated 18.01.2018
- Exhibit A21: The copy of the completion plan vide No. E11/87828 dated 03.08.2020.
- Exhibit A22: The copy of the email dated 14.04.2023 from the 1<sup>st</sup> Respondent.
- Exhibit A 23 Series: The copy of the test reports dated 29.09.2022, 30.09.2022 and 22.10.2022 of bore well, well water.





- Exhibit A24: The copy of the email dated 21.03.2022 from the 1<sup>st</sup> Respondent to the Association.
- Exhibit A25: The copy of the email dated 24.02.2022 from the Respondent to the Association.
- Exhibit A26: The copy of the email dated 24.03.2022 from the 1<sup>st</sup> Respondent to the Association
- Exhibit A27: The copy of the email dated 29.03.2022 from Association to the 1<sup>st</sup> Respondent.
- Exhibit A28: The copy of online bill dated 24.02.2023 from KWA
- Exhibit A29: The copy of water test report dated 04.07.2023
- Exhibit A30: The copy of the email dated 21.12.2021 from the 1<sup>st</sup> Respondent to the allottees.
- Exhibit A31: The copy of the email dated 15.03.2022 regarding the Minutes of Meeting held on 09.03.2022
- Exhibit A32: The copy of the email dated 03.11.2022 from the Complainant Association to the 1<sup>st</sup> Respondent requesting to hand over owner ship and documents of common amenities.
- Exhibit A33: The copy of the work order dated 23.10.2020 regarding the supply and installation of CCTV.
- Exhibit A34: The copy of the purchase order dated 27.04.2022 of the 20T Model Incinerator.
- Exhibit A35: The copy of the emails from 04.05.2023 to 08.05.2023 between parties.



Exhibit A36: The copies of the cost bifurcations/divisions of final settlement of accounts with Respondents on registration, received by the Association from some of the allottees

Exhibit A37: The copy of letter dated 01.11.2022 from the Respondents handing over certain documents to the Complainants and acknowledgement by the Complainant.

**Exhibits on the side of the Complainant in Complaint No 15/2023**

Exhibit A38: The copy of agreement for sale of undivided share dated 28.11.2018.

Exhibit A39: The copy of agreement for construction dated 28.11.2018.

Exhibit A40: The copy of sale deed dated 04.01.2021 executed as Doc No. 21/2021.

Exhibit A41: The copy of Assessment notice issued by the Deputy Labour officer Thiruvananthapuram, vide No C1/MIS/810/2019 dated 29.08.2019.

**Exhibits on the side of the Respondents in Complaint No 21/2023**

Exhibit B1: The copy of the special power of attorney dated 01.04.2023 appointing the General Manager and Deputy General Manager as Power of Attorneys.

Exhibit B2: The copy of the occupancy certificate No. E11/87828/19 dated 03.08.2020.

Exhibit B3: The copy of the legal notice dated 08.11.2022 on behalf of Sri. Sathyaseelan and Smt Leela allottees of the project to the Respondents.



- Exhibit B4: The copy of the email dated 20.01.2023 from the 1<sup>st</sup> Respondent to the Association informing the restoration of rectification works in the apartment.
- Exhibit B5: The copy of the certificates of examination of open well water dated 01.04.2023 & 23.12.2022 by Government Analyst's Laboratory.
- Exhibit B6: The copy of certificate of the yield testing of wells from the Groundwater Department, Kerala dated 23.04.2022.
- Exhibit B7: The copy of the photos of the new UV filtration plant.
- Exhibit B8: The copy of the certificate of examination of borewell water dated 29.11.2021 by Government Analyst's Laboratory.
- Exhibit B9: The copy of the report dated 05.11.2022 from a registered Town Planner (A Grade), Department of Urban Affairs, Government of Kerala.
- Exhibit B10: The copy of the stability certificate dated 01.09.2018 by Valsaraj Associates.
- Exhibit B11: The copy of the approved plan dated 21.08.2018.
- Exhibit B12: The copy of the details of documents handed over by the Respondents to the Association with acknowledgement by the Association.
- Exhibit B13: The copy of email dated 12.12.2022 requesting cancellation of flat booking by one allottee.
- Exhibit B14: The copy of the photo of the event appreciating the work of Respondents by the Complainant.



Exhibit B15: The copy of the posters against the Respondents appeared in the Apartments.

**Exhibits on the official side**

Exhibit X1: The copy of site inspection report dated 31.05.2023 by the Technical officers of the Authority with copies of approved plan.

Exhibit X2: The copy of site inspection report dated 07.09.2023 by the Technical officers of the Authority.

Exhibit X3: The Report of the Assistant Engineer Corporation of Thiruvananthapuram dated 19.03.2024.

