



**KERALA REAL ESTATE REGULATORY AUTHORITY
THIRUVANANTHAPURAM**

Complaint No. 201/2021

Dated 23rd January 2023

**Present: Sri. P. H Kurian, Chairman
Sri. M.P Mathews, Member**

Complainants

1. Tabernacle Apartments Home owners
Association(EKM/TC/370/2020)
Tabernacle Apartments, Thenkulam Road,
Mekkad P.O, Nedumbaserry Grama Panchayat,
Aluva Taluk, Ernakulam District, Pin 683589
Represented by its Secretary Mrs. Shiby Sonu Augustine,
Flat No. 265/C2, 3rd Floor, Tabernacle Apartments,
Thenkulam Road, Mekkad P.O, Nedumbaserry Grama
Panchayat, Aluva Taluk, Ernakulam District, Pin 683589

Respondents

1. Baby Paul, Proprietor of M/s Tabernacle Constructions
VI/631, Chembakasseril House, Cheria Vappalassery Kara,
Nedumbassery Village, Aluva Taluk, Mekkad P.O,
Ernakulam, Pin 683589

ORDER

The counsel for the Complainant and the Respondent attended the virtual hearing today.

1. The Complainant is a registered association bearing its registration No. EKM/TC/370/2020, dated 22/10/2020 duly registered under the Travancore- Cochin Literary Scientific and Charitable Societies Registration Act, 1955. According to the complainant Tabernacle is a



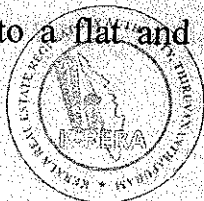
project consisting of Residential Apartments, situated at Nedumbassery Village, Aluva Taluk, Ernakulam District. Initially the project was proposed in 3 acres of land for construction of a **16 unit** apartment building along with car parking spaces, recreational area, rain water harvesting system, solar heating system, sewage treatment plant, solid waste management and a water well for use of the apartment. The Respondent has induced the allottees through brochures, advertisement and through personal contacts, to invest in the project, especially NRI's, who were attracted by the offer from the side of the promoter near the Nedumbassery Airport.

2. The Respondents had assured completion and delivery of the apartment units along with car parking space, sewage treatment plant, rain water harvesting, associated with utility buildings and mechanisms, recreation centres, and access road to the Complainant and other similarly placed homebuyers as per the approved building plan. Though the brochure offers the project in 3.50 acres of land but when the building permit was obtained, the total area of the project had been reduced to 94.570 cents of land. The building permit was obtained earlier in the year 2009 only up to second floor and later respondent obtained approval of building plan for the project in 94.570 cents and up to 8th floor from Nedumbassery Grama Panchayat through an application along with approved building permit No. A5-30/10-11 dated 28.07.2010. The allottees of the project on the assurances of the Respondent, had executed agreements for sale and construction in relation to the said property with the Respondent. The Respondents had entered into sale and construction agreements with the members of the Complainant association and by which promised that the Respondents would hand over the apartment after the completion of the construction of all the common amenities in the project within the period stipulated in the agreement. The value of each apartment has been fixed based on the



amenities offered in the entire 94.570 cents of land offered through brochure, advertisements, buildings permit and sanctioned plan as well as and sale and construction agreement dated 16-02-2011.

3. The allottees had given full payment to the Respondent and the apartments was handed over to the respective allottees in an incomplete mode. The sale deeds have been executed with allottees even without providing Car Parking, Final fire NOC and Sewage Treatment Plant. The allottees have taken possession of the apartment on the assurance from the Respondent that the project would be completed soon and all the amenities will be provided. The Complainant also submits that out of the 16 apartments 11 sale deeds have been executed with the allottees and respective apartments were handed over to the allottees and 5 apartments have not been handed over to the allottees. Out of the 5 unsold flats agreement has been entered for 2 apartments and no registration of the sale deed has been done so far even after the repeated request of the allottees. The Respondent builder is holding remaining 3 flats in the Tabernacle apartment.
4. The Complainant submits that even after the execution of sale deed in the year 2012 the ownership of the apartment purchased by Smt. Shiby Sone Augustine still remains with the Respondent/builder as per the panchayat records and no NOC was issued by the builder to change the ownership of the apartment. The Complainant further submits that the Respondent has violated the sanctioned plan and that was approved by the panchayat and illegally converted two slots of basement area which was earmarked for car parking into a full-fledged flat. According to the building permit and sanctioned plan the approval was for the construction of a 16 apartment, 8 storied building, and was supposed to provide the residents with 4 parking spaces under the building and 19 parking spaces in a separate area within the 94.570 cents of project area. As the builder converted 2 parking lots under the building into a flat and further didn't provide the promised



parking lots and thereby deprived the legitimate right and promised amenities.

5. The Complainant submits that the Respondent has not taken permission from the 2/3rd majority of the allottees of the apartment and hence it is a blatant violation of section 14 of RERA Act and Chapter II Rule 4 Kerala Panchayat Building Rules 2011 as well. The Complainants had intimated the Nedumbassery Panchayat through multiple letters about the illegal construction and plan violations of the Respondent but the panchayat didn't take any action on the intimations and remained silent in performing their duties. The Respondents had also constructed a wall around the building and Shrunk the total area of the project within which the plan was approved, which is now below the Floor Area Ratio (FAR) calculated to get the building approval. The said property was to comprise of an additional 19 parking spaces, a recreational area for the residents, rain water harvesting system, a solar heating system and a water well as a secondary source of water. The Respondent has denied the access of the Complainant to these promised amenities by building a wall around the building and initiated steps for sale of the mentioned area for construction of villas and sale of the same and some portion of the land earmarked for the recreation area, car parking and sewage treatment plan, has been sold by the Respondent builder. The location for the aforementioned amenities are in the same piece of land in the front of the flat which the Respondent is looking to sell. Thus, the Respondent promoter has again deviated the sanctioned plan.

6. The complainant submits that according to the panchayat approved plan, the water well which is the secondary water source is presently the only source of water for the residents is now separated by the wall constructed around the building and was supposed to be within the total property as approved. The Complainant further submits that his access to the water



source is denied by the Respondent as this well is now separated by a wall and the Respondent has done modifications without a permit and thereby violated section 14 of the RERA Act and rule 4 of the Kerala Panchayat Building Rules.

7. The Complainant submits that a chartered engineer was appointed and he had conducted an inspection of the tabernacle project and had submitted an inspection report which clearly elucidated that as per the site plan, both sides of the ground floor were reserved for parking. However, it is noted that only the right side has parking space, whereas the left side is being constructed as an apartment for sale, the report also points out deviations from the original sanctioned plan such as the Respondent has illegally constructed a wall around the building and has thus shrunk the total area of the project as per Floor Area Ratio (FAR) calculation based on which the building plan was approved. The well as water source is shown within the land conveyed to the apartment owners, but the wall constructed by the Respondent around the building denies the right of homeowners to access the well water. The wall has further denied the homeowners the access to the recreational area and additional parking spaces for the residents. As per the Chartered engineer's report, quantity and cost analysis of works to be completed which comes to a total of Rs 99,54,000/-.
8. The Complainant submits that an inspection has been conducted by the Fire & Safety Department in the apartment and submitted a letter to one of the allottees stating that not even an application has been received from the builder to obtain Final Fire NOC and it has also been clarified that the final NOC can only be granted if there is proper set back and fire equipment's as stated in the Site NOC. A letter was issued to the Complainant by the Senior Town planner and Nedumbassery Grama Panchayat that no occupancy certificate has been issued to the Tabernacle Apartment as there is no fire equipment's and final fire NOC. The letter clearly reveals that the



entire project as per the completion plan submitted before the panchayat is 94.570 cents and not 22 cents.

9. Reliefs sought by the Complainant are:-

- i. Direct the Respondent to produce all the documents relating to the issue and conduct an investigation in the matter under section 35 of RERA Act ?
- ii. Direct the Respondent to register the Tabernacle Apartment project in 94.570 cents, as per Ext.P5 sanctioned plan and Ext. p3 brochure, with Real estate Regulatory Authority under section 3 of the Act.
- iii. Direct the Respondent to complete the construction of Tabernacle apartment As per Ext. P5 sanctioned plan and as recommended in the Ext P. Chartered Engineers Report with all statutory compliances like Fire NOC, Sewage Treatment Plan, Kerala Water Authority connection , car parking etc.. and other amenities in 94.570 cents project.
- iv. Direct the Respondent to demolish the illegal constructions like newly constructed apartment in the basement and compound wall of Tabernacle apartment.
- v. Direct the Respondent not to alienate or transfer in any manner whatsoever the entire 94.570 cents of project area.

10. The Respondents have filed their counter statement and admitted that the Respondent is the proprietor of Tabernacle constructions situated at Nedumbassery Village, Aluva Taluk, Ernakulam Distrct. The Respondent submits that while constituting the complainant association majority of the allottees were not informed, which makes the very institution of the association itself void in the eyes of law and the builder came to know about the formation of the alleged association only after filing of a suit in Aluva Munsiff Court. The Respondent further submits that the alleged association was formed in alliance with the members who owes payment to the Respondent herein and to dodge the pending payment. The association president Mrs. Shiby Sonu Augustine owes the Respondent balance amount for registration of the flat and NOC for the same is not



issued by the Respondent which makes her ineligible to be termed as allottees under section 31 (1) of the Real Estate (Regulation and Development) Act, 2016.

11. The Respondent submits that the registration of the association is devoid of any legal backing and the resolution passed by the complainant association is illegal since the formation of the association itself is bogus. The complainant is not carrying out any maintenance works and all the expenses for the maintenance works are borne out from the pockets of the Respondent. The Respondent further submits that as the Complainant association is not a legit association the complainant has no locus-standi to file a complaint before the Authority.

12. The Respondent denies the alleged fact raised by the complainant that the initial proposal of the proposed project was in 3 acres of land. The document produced by the Complainant in page No. 21 of the complaint itself clearly states that the whole project was envisaged for 210 apartments, not for 16 unit apartment. There was no specific brochure for phase-1 and the alleged copies of brochures produced by the Complainant is for the larger project subsequently planned with 210 apartments in it. The total area in which the the property so far developed is within 20 cents only and each owner has 1/20 undivided share of the said property. As per the alleged brochure submitted by the Complainant association, their claim over 38.27 Ares of land was inclusive of phase 2 blocks accommodating 65 apartments. This proves that the whole area does not belong to the 1st phase units alone where the complainant resides. The rest of the apartments planned as phase 2 and 3 was subsequently dropped due to the setbacks from market. The Extent of Area rightfully belongs to the complainants were clearly affirmed in Hon'ble Munsiff Court Order dated 03/08/2021.

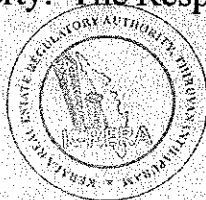


13. The Respondent submits that the Complainant has submitted a wrong brochure to mislead the Authority on facts and with a intention to saddle the Respondent with further loss and hardships. The brochure has no connection with phase-1 as it was launched after the completion of phase 1. Moreover, the Complainant has partially produced the brochure omitting pages to misdirect he Authority. The subsequent pages in the brochure sheds light into reality that the floor plan itself belong to another project and has no connection with phase-1 project.
14. The Respondent further submits that it is true that the Respondent had assured completion and delivery of the apartment units along with amenities and associated utility buildings and mechanisms, recreation areas, and access road to the Complainant and other similarly placed homebuyers as per the approved building plan. It is not true that as per the brochure 3.5 acres of land was proposed as per the building permit obtained for the project in question. The phase 1 project was developed in 20 cents of land and the same was affirmed by the Hon'ble Munsiff Court in O.S No. 9/2021.
15. The Respondents submits that he has only received full payment from one allottee and the payments from the other allottees are still overdue and inspite of the pending payments the Respondents had handed over the apartments to the respective allottees on time after completion. The allottees have taken possession of the apartment after completion of the project with all the promised amenities on time from 2014 and there was no complaint or objection by any of the allottees at the time of taking possession. It is true that out of the 17 apartments 11 of them are sold by executing sale deeds with the respective allottees and the apartments have been handed over to the allottees after the completion of the work. It is not true that out of the unsold apartments, agreement has been entered for 2



apartments and no registration of sale deed has been done so far even after the repeated requests of the allottees. It is also submitted that out of the 5 unsold apartments 4 apartments are in the name of the Respondent and there is no agreement being entered into with any of the allottees as alleged.

16. The Respondent admits that the ownership of the apartment purchased by Smt. Shiby Sonu Augustine as per the sale deed entered into with the Respondent in the year 2012 is still with the Respondent builder as per the panchayath records. The NOC is not issued to change the ownership of the apartment by the Respondent is due to the non-payment of pending sale consideration amount to the Respondent. The Respondent is ready to issue NOC if the pending money is settled. The Respondent further submits that the allegation about 4 parking space under the building and 19 parking spaces in a separate area within the 94.570 cents of the project is not true. The Respondent had already allotted 4 parking spaces under the building which has sufficient space for the allottees to park their respective vehicles. The Respondent has never promised the complainants of providing 19 parking space in a separate area. The true measurement of the land area is 20 cents and the same was ascertained in the lower court order. The Respondents submits that the allegation of converting 2 parking slots under the building into a flat and has further not constructed the promised 19 parking spaces is not true and the Exhibit P8 (Photographs) produced by the Complainant is completely fabricated.
17. The Respondent submits that they had taken permission from the 2/3rd majority of the allottees of the apartment and hence it is not a violation of section 14 of RERA act and chapter 2 Rule 4 of Kerala Panchayat Building Rules 2011. The Respondent further submits that they are not attempting to sell any newly constructed flat since no illegal construction has taken place in the said property. The Respondent also submits that they have not



constructed any new compound wall to shrink the total area of the project within which the plan was approved. The compound wall is 8 years old and the residents had not raised any complaints in this regard. It is further submitted that the Respondent has never promised the additional 19 parking spaces to the allottees. The other amenities like recreational area, rain water harvesting system, a solar heating system and a water well as a secondary source of water is accessible to the residents though we have never promised a secondary source of water. The Respondent further states that the allegation raised by the Complainant that the Respondent has initiated steps for the sale of the area earmarked for the amenities is not true and subject to proof since the allottees has registered undivided 1/20 shares in the property which cannot be sold by the Respondent under any circumstances.

18. The Respondent further states that the well in the property is for the personal use of the Respondent and on humanitarian grounds the Respondent had consented for the usage of the well till the Kerala Water Authority connection is sanctioned and get installed by the Authority. The compound wall is not obstructing the complainants access to the well and the residents are using the water from the well as a secondary source of water. It is further submitted that the modifications effected on the property was after obtaining necessary permissions from the Authorities concerned. The Respondent further submits that the appointment of the chartered Engineer to conduct an inspection at the Tabernacle project by the Complainant association is inappropriate, and the report submitted by the Chartered Engineer with regard to the well is not true, the well is within the property of the Respondent lying adjacent to the project property. The Respondent allowed the residents of the project to use the well on humanitarian basis till KWA installs new water connection in the property



and the compound wall is not obstructing the Complainant's access to the well.

19. The Respondent submitted that the complainants and some other allottees had filed a suit before Aluva Munsiff Court as O.S No. 9/2021 seeking injunction restraining the Respondent from alienating the property and the court had granted interim injunction in I.A No. 1/2021, restraining the Respondent and his henchmen from proceeding with the construction/alteration of building and land apartment having an extent of 8.10 Ares of property wherein the petitioners have 1/20 undivided shares each. The Respondent submits that the project was completed and the handover of the apartment happened in 2014 and the Respondent is under no legal obligation to carry on any works in the said project.
20. The complainant filed reply to the counter statement submitted by the Respondent and also produced relevant documents to substantiate his case. The main contention taken by the Respondent is that the complainant has no locus-standi to file the complaint as the complainant association is not a legal association is not true, the registration certificate of the Complainant association and the resolution passed by the association to file the case before the RERA is produced by the complainants. The contention of the Respondent is that the complainants had taken possession of the apartment and started living there from 2014 is not true and the Tabernacle apartment project is not completed even now. As per the inspection report dated 31.01.2022 of the Fire and Safety department the Project lacks proper fire equipment's and the available fire equipment's are not properly functioning and due to which no final NOC is issued.
21. The complaint was heard on 25-10-2021 and based on the submissions of the counsel for the respondents, the Authority had issued a Show cause notice on 25/10/2021 directing the promoter to show cause with sufficient explanations as to why the penal provisions contained in the Real Estate



(Regulation and Development) Act 2016 shall not be invoked against the promoter for non-registration of the project 'Tabernacle' under section 3 of the Act, 2016. The Promoter had given a reply to the show cause notice stating that the building permit for the multi-storied building was issued in the year 2010 by the Nedumbassery Grama Panchayat and completed the construction in 2014 and occupancy/ownership certificate was issued by the Grama Panchayat after inspection and the building was assessed in the financial year 2015-2016. As the reply given by the promoter was not satisfactory the Authority had issued notice dated 17-12-2021 for a personal appearance for hearing 12-01-2022 which was rescheduled to 04-03-2022. After the hearing on 04-03-2022 the respondent was directed to produce documentary evidence along with written submission for not registering the project, within 3 weeks. Reminder dated 16-04-2022 was also issued to the Respondent. Along with the counter statement filed by the Respondent on 18-01-2021, true copy of the receipt of the chellan dated 04-03-2021 for final fire NOC was produced. It was therefore evident that the project was not complete and it was awaiting the receipt of the final fire NOC. Hence it was evident that the real estate project was registrable under section 3 of the Act, 2016 and the promoter was only delaying the registration by not responding to the various directions issued by the Authority.

22. Interim order was passed on 15-12-2021 and the interim injunction granted was made absolute on 04-01-2022. The Hon'ble appellate tribunal had set aside the above orders vide order dated 01-04-2022 and the matter was remanded back for taking a decision afresh on merits after hearing both the parties in detail. The complaint was heard again as directed by the appellate Authority on 20-10-2022 and after hearing both the parties and perusing the documents produced by the complainant and the Respondent, the Authority has the following observations. Documents produced by the



Complainant is Marked as **Exhibit A1 to A23** and the Documents of the Respondents are marked as **Exhibit B1 to B12**.

23. **Exhibit A3** is the true copy of the brochure issued by the complainant and **Exhibit B2** is the Full version of the original brochure of the real estate project produced by the Respondent. Both the brochures are identical and it covers an extent of 3.5 Acres of Lush greens, with 210 luxury apartments in a gated community with landscaped gardens, swimming pool, kids pool, recreation area, health club, drivers room and servants toilet. **Exhibit A4** is the building permit No. A5-30/10-11 dated 28-07-2010 for construction of 1628.67 sq mt. of building issued in the name of the respondent, and it is renewed up to 3 years with effect from 26-07-2016. **Exhibit A5** is the sanctioned plan and the area statement shows the grand total area as 2418.33 Sq mt. The plot area is shown as (94.57cents) 3827 sq mt and the building area is 2218.61 sq mt. The height of the building is 33.29 metres and the FAR and coverage is calculated on the entire plot area. **Exhibit A6** is the agreement for sale and construction dated 16-02-2011 entered into between the Respondent and one of the allottees wherein it has been stated that construction of the apartment shall be in accordance with the building permit No. AS-779-0809 obtained by the Respondent. The agreement for sale is for the undivided share in the land having an extent of 14.1 cents and the apartment in the 1st floor having a super built up area of 1500 Sq ft which is inclusive of common areas and common amenities. It is also stated in the agreement that the Respondent shall construct the apartment together with all facilities and try the utmost possible to finish the work on or before 30-05-2011 and possession handed over the very next day after completion provided the entire amount shall be paid by the purchaser. **Exhibit A7** is the sale deed dated 22-08-2012 executed by the Respondent in favour of the complainant. It is stated in the sale deed that the Respondent had obtained building permit No. A5-30/1011 dated 28-07-2010 and approved

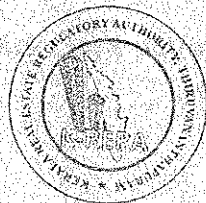


plan for construction from the local panchayat for a multi storied residential apartment building in 8.10 Ares of the property. The undivided share transferred to the allottees is 1/20 of the 8.10 ares of land and an apartment in the seventh floor having 1500 SQ.M. **Exhibit A15** is the letter dated 10-03-2022 issued by the Fire & Safety officer in which it is stated that completion certificate has not been issued for the project from the concerned authority even though an application was received 22-06-2021 it was not considered as the Respondent had sought time for confirming with the safety requirements in the project. **Exhibit A16** is the copy of the inspection report dated 31-01-2022 of station officer fire & safety Angamaly, in which it is clearly stated that the building lacks proper fire equipment's and the available fire equipment's are not properly functioning. **Exhibit A17** is the showcause notice issued by the Pollution Control Board dated 16-09-2021 for not renewing the expired permit and for not providing STP in the apartment project. **Exhibit A18** is the letter dated 15-02-2022 issued by the Environmental Engineer of Kerala Pollution Control Board to the Nedumbassery Grama Panchayat directing the panchayat not to issue Occupancy certificate to the Tabernacle apartment until a permit is obtained from the pollution control Board.

24. **Exhibit A22** is the Copy of the inspection report issued by the Nedumbassery Grama Panchayat. As per the inspection report it is noted that there is no fire exit for the building as per Rule 114 of the Kerala Municipality Building Rules 1999 and the width of the access road to the apartment is only 5 metre and there should be 7 metres as per law. Moreover, it is also found that there is no Final Fire NOC for the apartment as per Rule 53(4) of the Kerala Municipality Building Rules 1999. No Sewage treatment plant and solar plant is also not seen installed for the Project.



25. **Exhibit B7** is the copy of the receipt of challan dated 04.03.2021 for final fire NOC application. **Exhibit B8** is the copy of the completion plan certified by the Nedumbassery Grama Panchayat produced by the Respondent along with the counter statement filed on 18.12.2021. this shows the site/ service plan of the entire land area of the 94.57 cents and the built-up area of 2218.61 sq.mt. The Access to the main road is through the property and the entire 94 cents is part and parcel of the coverage and FAR calculations. **Exhibit B12** is produced by the respondent through IA no. 119/2022 filed on 11-07-2022. This plan shows that building numbers were issued for 8 apartments covering an area of 1118.96 Sq M in the 1st 2nd 3rd and 4th floors. According to the Respondent this is the completion plan and the **Exhibit B8** was produced by mistake. It is to be noted that **Exhibit B8** and **Exhibit B12** are part of the completion plan consisting of the layout plan, ground floor plan, typical floor plan, terrace plan, section and elevation. It is evident that what was promised to the allottees as per the brochure **Exhibit A3** and **Exhibit B2** covers an extent of 3.5 Acres and approval was received for construction of apartments in 94.57 cents of land payment made by the complainant is only for the undivided share in 8.10 Ares of Property.
26. As per **Exhibit A6** it is stated that the construction of the apartment shall be in accordance with the building permit obtained by the Respondent, and in **Exhibit A7** it is mentioned that the Respondent had obtained the building permit and approved plan for construction from the local panchayat for a multistoried residential apartment. From **Exhibit A3** and **Exhibit B2** it is confirmed that the real estate project is spread over 3.5 acres of lush green with 210 luxury apartments in a gated community. **Exhibit A4, A5, A15, A16, A18** and **Exhibit A22** are all documents issued by statutory bodies from which it can be concluded that the real estate



project 'Tabernacle Enclave' is an ongoing project registrable under section 3 of the Act 2016.

27. The occupancy certificate is defined under Sec.2 (zf) as "*occupancy certificate*" means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity. The real estate project in the complaint has not obtained clearance from the fire and rescue department, and consent to establish from the Kerala pollution control board. Occupancy certificate shall be issued by the statutory Authority only after completion as per the approved drawings and obtaining clearances as above. From **Exhibit B8** it is clear that the entire land area of the real estate project as approved by the local body is 94.57 cents and the access to the main road for the allottees is only through the vacant property shown in the Site Plan. The coverage and FAR calculations are also based on the entire 94.57 cents of land. It is true that in the agreement for sale and construction refers only to the 14.1 cents of land and the payment made by the allottees is only restricted to the 14.1 cents of land and the apartment is having a super built up area of 2218.61 Sq mt. Section 12 of the Act "*Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:*

Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act". There is a clear cut violation of section 12 as the Allottees had



entered into this agreement based on the prospectus and the approved drawing. Section 14(1) *The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.* The promoter has also violated section 14 by not developing and completing the project as per the sanction plans and the approved plan by the competent authorities.

In the light of the above findings the Authority hereby directs the promoter

- (1) To register the real estate project Tabernacle apartments in 94.57 cents of land as per the sanctioned plan (Exhibit A5) under section 3 of the Act, 2016 within 30 days from the receipt of this order.
- (2) To Complete the project with all amenities promised as per the Agreement with the allottees within one year from the date of the receipt of this order and to handover common amenities to the Complainant Association. The project shall be completed as per the permit marked as Exhibit A4 and completion drawings submitted to the panchayat marked as B8 and B12.

Sd/-

Sri M.P Mathews

Member

Sd/-

Sri. P H Kurian

Chairman

True Copy/ Forwarded By/Order



Secretary (legal)

Annexure

Exhibits on the side of the Complainant.

- Exhibit A1- True copy of registration certificate of tabernacle apartments Home Owners Association dated 22-10-2020.
- Exhibit A2- True copy of the resolution passed by the Complainant Association dated 25-07-2021.
- Exhibit A3- True copy of the brochure issued by the Respondent/ promoter.
- Exhibit A4- True copy of the Building permit dated 28.07.2010
- Exhibit A5- True copy of the sanctioned plan of Tabernacle apartment project dated 28-07-2010 (2 Pages)
- Exhibit A6- True copy of sale and construction agreement dated 16-02-2011
- Exhibit A7- True copy of the sale deed dated 22-08-2012.
- Exhibit A8 series- True copy of the photographs of the apartment and total area.
- Exhibit A9- True copy of the letter dated 05-03-2020 issued to the panchayat
- Exhibit A10 Series – True copy of the photographs displaying the inhabitable condition of the flats.
- Exhibit A11- True copy of the latest email communication with the Respondent dated 04-07-2021.
- Exhibit A12- True copy of the report of the Chartered Engineer
- Exhibit A13- True copy of the letter dated 26-05-2021 issued by the Fire & Safety Station officer Angamaly.
- Exhibit A14- True copy of the letter issued by the Nedumbasserry Panchayath which was forwarded by the Senior Town Planner, Ernakulam dated 17-06-2021.
- Exhibit A15- True copy of the letter dated 10-03-2022 issued by the Fire & Safety Officer.
- Exhibit A16- True copy of the inspection report dated 31-01-2022 of Station officer Fire & Safety Angamaly.
- Exhibit A17- True copy of the Show cause notice issued by the Kerala State Pollution



Control Board dated 16-09-2021.

Exhibit A18- True copy of the letter issued by the pollution control Board dated 15-02-2022.

Exhibit A19 – True copy of the reply letter issued by the Assistant Engineer, Water Authority, Kariyad section dated 13-05-2022.

Exhibit A20- True copy of the letter of KSEB

Exhibit A21- True copy of the letter issued by the senior Town planner dated 21-03-2022 along with the inspection report.

Exhibit A22- True copy of the inspection report given by the panchayat dated 20-05-2022.

Exhibit A23- True copy of the Not press Memo dated 21-12-2021 in O.S 9/2021 before the Munsiff Court Aluva.

Exhibits on the side of the Respondent.

Exhibit B1 - True copy of the order dated 03-08-2021 in IA No. 1/2021 in OS No. 9/2021 of the Honourable Court of Munsiff at Aluva.

Exhibit B2 – True copy of the full version of the original brochure of Phase II-project launch

Exhibit B3 – True copy of the ownership certificate dated 13.11.2020 for Building No. 265/B

Exhibit B4 – True copy of the ownership certificate dated 30.04.2015 for building No. VI/265/D1, VI/265/E1, VI/265/A, VI/265/C1, VI/265/E2, VI/265/B1, VI/265/D2.

Exhibit B5 – True copy of the Structural fitness certificate dated 07.12.2012.

Exhibit B6 – True copy receipt No. 1200101632/G071303 dated 13.11.2020 of the payment remitted for the building regularization.

Exhibit B7 – True copy of the receipt of the chellan dated 04.03.2021 for final fire NOC application.



Exhibit B8 – True copy of the completion plan certified by the Nedumbassery Grama Panchayat

Exhibit B9 Series – True copy of the receipt of the property tax remitted by the Respondent to Nedumbassery Grama Panchayat.

Exhibit B10 – True copy of the Agreement dated 18.02.2010.

Exhibit B11 – Title deed No. 4208/2012 dated 03.09.2012

Exhibit B12 - Completion plan of the Tabernacle Residential apartment produced along with IA No.119/2022 dated 11-07-2022

