



KERALA REAL ESTATE REGULATORY AUTHORITY

THIRUVANANTHAPURAM

Complaint No.223/2022

Present: Sri. M.P Mathews, Member

Dated 21st February, 2023.

Complainant

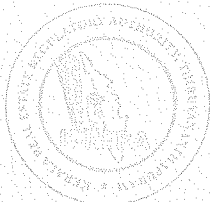
Roshni M Thomas,
Puthussaril House,
Iron Bridge P.O,
Alappuzha- 688 011.

(By Adv. Dinesh R Shenoy)

Respondents

1. M/s Alpine Heights,
Associated Chambers,
Temple Road,
Kottayam – 686 001.
(Represented by its Proprietor
Sri. Prakash Koshy Benjamin).
2. Prakash Koshy Benjamin,
Palakkunnath House,
Punnakkunnam Muri,
Kuttappuzha P.O, Thiruvalla – 689 103.
3. Nebu K Chacko,
Kanjirakkatt House,
Kavumbhagam P.O & Village,
Thiruvalla.

(By Adv.Chandapillai Abraham P.G)

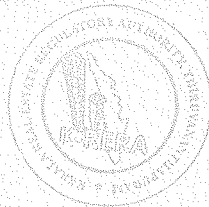


The above Complaint came up for virtual hearing today. Complainant and her Counsel & Counsel for the Respondents and 2nd Respondent attended the hearing.

ORDER

1. The Complainant is an allottee of project named 'Alpine Heights' located at Kavumbhagam Village, Thiruvalla, Pathanamthitta District developed 'Alpine Homes'. The said project is registered with the Authority under section 3 of the Act, (Registration No. K-RERA/PRJ/PTA/040/2023).

2. The Case of the Complainant is as follows:- the Complainant had been canvassed by the Respondents 1 & 2 stating that he was a reputed builder and he had entered into an agreement with the 3rd Respondent. Accordingly the 3rd Respondent had entrusted the Respondents 1 & 2 with construction of a 7 storeyed building under the name and style 'Alpine Heights' as a joint venture in 8.35 Ares of land and they had obtained a building permit No.BP425/07-08 from the Thiruvalla Municipality. Based on the same the Complainant had entered into two agreements dated 18/05/2012 & 19/0/2012 with the Respondents on 04/07/2012 and thereby the Respondents agreed to construct and handover Apartment No.501 with a super built up area of 1663 sq.ft on the 5th floor of their project proposed in the said land to the Complainant



together with undivided share of 1663/26000 in the land and a car park, for a total consideration of Rs.46,40,100/- The Respondents had assured the Complainant that the construction would be completed within 14 months ie., on or before 01/09/2013 and possession will be handed over within 90 days after such completion. Hence the apartment was to be handed over and assigned to her by 01/12/2013.

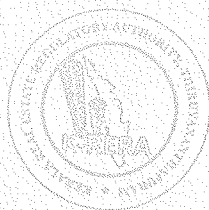
3. The Complainant further submitted that by 30/03/2013, the Complainant had paid a total amount of Rs.32,98,414/- in 5 instalments. Along with the 4th instalment on 01/10/2012 a further amount of Rs.1,66,444/- was paid as demanded by the 2nd Respondent. But it was found that the construction was lagging and was being done in drips and drabs, contrary to the agreements and the promise made by the Respondents and the requisite construction was not being done on the scale as promised. The Respondents were even unable to procure or handover project approval from his bank to the Complainant's bank IDBI resulting in the Complainant's bank expressing inability to initial disbursement of the sanctioned loan amounts till the Respondents could convince them regarding the schedule of completion and the project approval . The bank made



their 1st instalment on 03/03/2013 only after entering into a tripartite agreement with the complainant and the Respondents 1 & 2.

4. It was further submitted by the Complainant that on 21/03/2013 and on receiving the project approval from HDFC Bank, an amount of Rs.10,44,000/- was disbursed by them i.e., 4th + ½ of 5th instalment, even though the 5th instalment was due on 01/03/2013, as the work was not progressing as per the schedule. However on compulsion from the Complainant the bank disbursed the balance of the 5th instalment + tax of 4 & 5th instalments on 04/09/2013. Thereafter the Complainant paid a further amount of Rs.4,63,056/- on 04/09/2013 much advanced in time, though, the construction was then only at the stage of brick work, electrical and internal works.

5. The Complainant further submitted that on inspection, it was found that Respondents 1 & 2 had, contrary to the agreement, used cheap and outdated fixtures and components. Since the interior work, including the tile work were not being done in the complex as per the quality materials promised in the agreement. Based on the request of the Complainant the Respondents 1 & 2 agreed that instead of affixing the materials provided by them, they would utilize tiles of sufficient quality, provided by the Complainant and accordingly she had purchased



and provided floor tiles worth Rs.1,98,841/- for which the Respondents had agreed to reduction of an amount of Rs.76,595/- towards cost of tiles they had planned to use in the apartments. Based on the representation made by the Respondents 1 & 2, the Complainant had ordered a modular kitchen for fixing in the kitchen in the apartment building, incurring a huge expenditure of Rs.5.25 Lakhs, but it has been lying disused at the point of supply due to default of the Respondents in completing the other works required to be completed before this, and it has caused huge loss to the Complainant.

6. It was further submitted that even as on 10/12/2018 the construction was lying incomplete and the pace of construction was extremely tardy and insufficient, without obtaining the clearance from the Fire and safety Department or electricity or water connection, or the commission of the common facilities, life generator etc nor had he even submitted completion plans or applied for an occupancy certificate for the structure. The fire escape was not completed as per specification. Instead of 4 ft., the width of the fire escape was below 2.5 ft and hence clearance from fire and safety was not obtained. Due to this the builder could not obtain building number, occupancy certificate, electricity service connection etc and the remaining work got held up. Hence the last two instalments were not paid. In such circumstances the



Complainant caused to be issued a lawyer's notice on 10/12/2018 terminating the agreement and calling upon the Respondents to return the amount of Rs.37,61,470/- which has been paid by her in providing floor titles, bathroom titles, sanitary fittings and water heater to the tune of Rs.2 Lakhs and damages to the tune of Rs.5.25 Lakhs for the modular kitchen together with interest at 15.25 % per annum from the date of respective payments till the date of realisation. to them and also compensation for expenses incurred along with interest.

7. The Complainant further submitted that till April 2021, the Respondents had not made any sincere effort to complete the project or to repay the said amount to the Complainant. even today the building has not been completed and only 1 person is occupying one flat in the building. A new makeshift escape fire had been constructed now, but the same is illegal and deviation from the approved plan and completely violates the privacy and safety of possible allottees of flats in the complex. Thereafter the Complainant had been proceeded against by the IDBI for recovery of the loan, availed by her and interest at the rate of 15.25% per annum was being recovered from her. To avoid coercive recovery proceedings, the Complainant had to arrange after funds and pay off



the entire loan availed from the IDBI bank, with interest at 15.25% penal interest and costs. Hence this Complaint.

8. The reliefs sought by the Complainant (1) to direct the Respondents to pay an amount of Rs.37,61,470/- along with interest @ 15.25 % from the respective dates of payments till the date of actual repayment.(2) to direct the Respondents to pay an amount of Rs.2,22,246/- as compensation for the expenses incurred by her for the tiles, sanitary ware and other fittings provided by her to be affixed in the building, together with interest at the rate of 15.25% from the date of payment till the date of actual repayment. (3) to direct the Respondents to pay an amount of Rs.5.25 Lakhs to compensate the Complainant for the expenses incurred by her in respect of modular kitchen paid for and now wasted away due to the failure on the part of the Respondents to complete the Construction together with interest @ 15.25% from the date of payment till the date of actual repayment.

9. The Respondents 2 & 3 have filed objection stating that the project is neither ongoing nor registered before this Hon'ble Authority. The project was complete in early 2017 and an application for Occupancy Certificate was made. All amenities promised such as Passenger and Service Lift, Party Hall etc. are complete and in place. However, due to certain issues which arose with



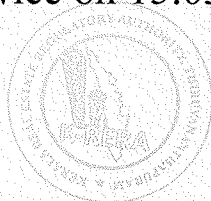
respect to the NOC from the Fire Department , final Occupancy is yet to be received. Now on 11.11.2022 NOC has been issued by the Fire Department and issue of final occupancy certificate is expected soon. There are 20 apartments in the subject complex. Sunit Kumar Fenn, A V Cherian, Varghese Thomas as well as the 2nd Respondent are action for the complaint thus arose well more than three years before this claim was made and therefore the claim is clearly barred by limitation. The only saving with respect to limitation under Section 18 of the Act is with respect to compensation for defective title, where it specifically mentions that no limitation would apply. This saving clause itself shows that the legislature's intent was for limitation to apply to all other claims. The Complainant having not put forth any such case, it is absolutely clear that the entire claim is barred by limitation.

10. The Respondents 2 & 3 further submitted that Alpine Heights started operations in 1995 as a proprietary concern with the 2nd Respondent as its proprietor taking up private works contracts of residential buildings in and around Thiruvalla. It is in 2008 that an agreement was entered into with the 3rd Respondent to construct the Ground + 7 floor apartment project of built up 2,050 square meter consisting of 20 apartments in Kuttappuzha, Thiruvalla. This simply goes to show that the apartment is complete and habitable. Therefore the question of the



Act being applicable to this particular project and the reliefs sought being granted clearly does not arise. The act contemplates dealing with issues with respect to compliance regarding agreements for sale as defined under Section 2(c). Further, the proforma of the agreement to be entered into between the promoter and the allottee is contemplated under Annexure A to the Kerala Real Estate (Regulation and Development) Rules 2018 (hereinafter referred to as the 'Rules'). However, in the case at hand, what has been made out are two separate agreements as was the practice in Kerala prior to the coming into force of the Act. One is an agreement for sale of undivided share in the land by the 3rd Respondent to the Complainant and the other is a construction agreement. The rights that crystalizes under these two separate agreements are not those that can be looked into by this Hon'ble Authority. The Complaint is bound to be dismissed on this ground as well.

11. The Respondents further submitted that the agreements which pertain to the transaction in question are of July 2012. Ten years have clearly elapsed since the agreement for sale. Well over three years have passed from the due date of handing over and even from the issue of lawyer notice dated 10 12.2018. The cause of No.BP425/2007-08 was obtained on 26.11 2008 and was subsequently renewed twice on 15.03 2011 and 04 03 2014. Out of



20 apartments, 4 apartments belong to the 3rd Respondent land owner as his share. The transfer of the same was done between February and April 2017. The balance 16 apartments were to vest with Alpine Heights. The only advertisement done was during the launch of the project when a notice / flier was distributed with a local newspaper in April 2009. The only sales that were completed were with respect to 4 apartments including that of the 2nd Respondent, all of which were in the year 2011 or 2012. Effective possession was handed over in the year 2015. The said 4 owners are presently residing in the apartment.

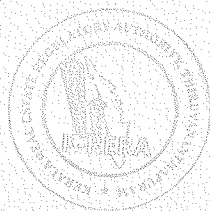
12. The Respondent 2 & 3 also pointed out that the Complainant has despite request to come forth to execute the sale deed, failed to do so. The 2nd Respondent had also forwarded copy of draft sale deed to the Complainant who had in fact suggested alterations to the same. The 3rd Respondent is still willing to hand over possession of the undivided share in the land after executing the necessary deeds. The apartment is also complete in all respects and NOC from Fire Department has also been received and formal Occupancy Certificate is awaited and will be received at the earliest. Contrary to what is stated, the Complainant has in fact taken deemed possession of the said apartment and has carried out various interior works. At the directions of the Complainant, using specifically chosen materials such as tiles, wash basin, water heater



etc., these Respondents had carried out various specific modifications in the apartment purchased by the Complainant. The teak wood doors provided for individual apartments are of high quality and no other home owner has raised any issues with respect to the same. The electrical equipment provided are of the quality promised and the averments to the contrary are false and denied. Based on supply of certain materials by the Complainant a deduction of the value of materials was given by the 1st Respondent and a sum of Rs.76,595/- was also refunded to the Complainant.

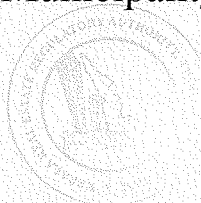
13. The Respondents further submitted that admittedly, there were slight variations in the specifications put forth by the Fire Department, and the same has now been rectified and NOC from the said Department is obtained. There is no breach of contract as has been alleged by the Complainant and the construction of the flat is complete with the Complainant having taken deemed possession of the same to carry out interior works. The Complainant is not entitled to any of the reliefs claimed and the same are denied.

14. The Complainant has filed reply statement stating that the project is not completed even today, as admittedly Occupancy Certificate has not been issued to the project by the concerned Local Body, the Thiruvalla



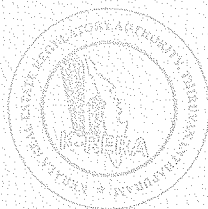
Municipality. The reference to a final occupancy Certificate is fictitious and fallacious. There is no such thing as a final or intermediate occupancy certificate. Even the so called Fire NOC has been issued only on 11/11/2022 long after even the above complaint was filed. And only after this, grant of Occupancy Certificate can even be considered. Even according to them only 4 out of 20 flats are sold even as on today. Therefore, the respondents are liable to register the project before this Hon'ble Authority and if they do not do so, they are liable for strict penal action to ensure full compliance with the provisions of the RERA Act, as warned by this Authority on 30/11/2022.

15. The Complainant further submitted that the Apartment did not even have a permanent residential electricity connection. It had only a temporary connection, granted only for construction purposes, and the respondents are being issued penal bill for theft and misuse of electricity from the connection given for construction purpose only for residential use by the 2nd respondent. It is so even today. True photocopy of the reply dated 20/4/2022 received by the complainant under the Right to Information Act from the Assistant Engineer, Electrical Section, Thiruvalla is produced. The Thiruvalla Municipality has also issued a reply under



the RTI Act that Occupancy Certificate has not been given, that final FIRE NOC has not been submitted by the respondent and that the building is unused and unoccupied, even as on 19/4/2022. True photocopy of reply dated 19/4/2022 issued by the Public information Officer, Thiruvalla Municipality is also produced. There is only two occupied flats in the whole complex and all the other Apartments are lying unused and empty. The Apartment complex is not complete & not habitable also, and even if some works have been done by the respondents, after the filing of this complaint before Authority. Moreover, the FIRE Escape, which has now been constructed passes outside the balcony and windows of the apartment which had been contracted to be assigned to me, such that there is no privacy nor safety as far as this Apartment is concerned and therefore it is not possible for the Complainant to accept the apartment at all.

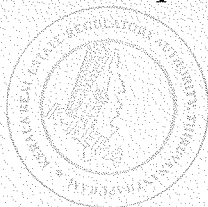
16. The Complainant further submitted that she had never taken possession of the Apartment and there is no such thing as "deemed possession", either in the Act or in the Rules or under the general law of the land. The statement that 3rd respondent is willing to hand over possession of the undivided share in the land is meaningless, as the project has not been completed and even now Occupancy Certificate has not been issued. The Complainant had not taken possession of the Apartment or carried out any interior



works. The modular kitchen is not installed. All the works that were done in the flat were done by the respondents themselves or their workers/agents, including the few changes made by the request of the Complainant. the Complainant had neither done any work nor taken possession of the Apartment. It is clear and undeniable that the agreed date of completion of the building was and is in September 2013, and even after the Complainant had agreed for extension of time on earlier occasions, even by 2018, the building had not been completed. It is not completed even today.

17. The Authority heard the learned counsels and gave careful consideration to their submissions, and perused the material documents available on record. The documents produced from the part of the Complainant is marked as **Exbt.A1 to A9**. The documents produced from the part of the Respondents are marked as **Exbt.B1 to B7**.

18. **Exbt.A1** is the copy of agreement for construction dated 18/05/2012 entered in to between Alpine Homes, a proprietary concern represented by the 2nd Respondent and the Complainant. As per Exbt.A1 the Respondents agreed to construct a three bedroom apartment No.501 having super built up area of 1663 sq.ft including share in the common area on the fifth floor of the building along with a car parking area marked as 501 in the



08.35 Ares for a total cost of Rs.46,40,100/-. It was also stated in the agreement that the Respondents shall construct the said apartment together with all facilities on or before 01/09/2013 and possession will be handed over within 90 days after completion. The date of completion and handing over possession can be considered as 01/12/2013.

19. **Exbt.A2** is the copy of agreement for sale dated 19/05/2012 entered into between the 3rd Respondent and the Complainant. As per the said agreement the 3rd Respondent agreed to sell to the Complainant 1663/26000 undivided share in the said 8 Ares 35 sq.mts. together with the right to construct the aforesaid apartment.

20. **Exbt.A3** is the copy of tripartite agreement dated 21/03/2013 executed between M/s Alpine Homes represented by the 2nd Respondent, Complainant and IDBI bank for the purpose of availing a loan from the said bank for the Complainant for the purchase of the said apartment.

21. **Exbt.A4** is the copy of lawyer's notice dated 10/12/2018 issued by the Complainant terminating the agreement and calling upon the Respondents to return the amount of Rs.37,61,470/- which had been paid by her and compensation for expenses incurred by her in providing floor tiles, bathroom tiles, sanitary fittings etc to the tune of Rs.2 Lakhs and damages to the



tune of Rs.5.25 Lakhs for the modular kitchen, together with interest on the said amounts at 15.25 % interest per annum.

22. **Exbt.A5** is the copy of brochure and plans produced by the Complainant showing the project by name 'Alpine Heights' promoted by 'Alpine Homes'. **Exbt.A6** is the copy of email dated 09/03/2021 issued by the IDBI Bank to the Complainant stating that the complainant had availed a loan from the said bank for the purpose of purchasing the said apartment and the bank had disbursed an amount of Rs.15,07,056/- to the Respondents out of the total sanctioned amount of Rs.20,00,000/-. Further disbursements were not furnished by the bank as the stage of construction was not complete and the said loan was repaid in full by the borrower and the loan was closed on 18/11/2019.

23. **Exbt.A7** is the copy of reply dated 20/04/2022 received by the Complainant under the RTI Act from the Assistant Engineer, Electrical section, Thiruvalla. As per **Exbt.A7** the apartment did not even have a permanent residential electricity connection and it had only temporary connection granted for the purpose of construction purpose, and the Respondents are being issued penal bill for the misuse of electricity from the connection issued for construction purpose.



24. **Exbt.A8** is the copy of reply issued by the Public Information officer, Thiruvalla Municipality dated 19/04/2022 and it is stated that Occupancy Certificate has not been granted, as the Fire NOC has not been submitted by the Respondent and on inspection it was found that the building is unused and unoccupied.

25. **Exbt.B1** is the copy of revised building tax receipt dated 26/11/2008 issued by the Municipal engineer, Thiruvalla. **Exbt.B2** is the copy of email dated 21/09/2015 Produced by the Respondents stating that an amount of Rs.76,595/- was refunded to the Complainant as deduction of value of materials supplied by her. **Exbt.B3** is the copy of email communications between the Complainant and the 2nd Respondent. **Exbt.B4** is the copy of letter dated 16/05/2017 issued by Municipal Secretary to Divisional Officer, Kerala Fire & Rescue Services, Kottayam. **Exbt.B5** is the copy of NOC issued by Fire & Rescue services Govt. of Kerala dated 11/11/2022.

26. During the hearing on 18/01/2023, the Respondents submitted that Occupancy certificate was not granted for the project and they have initiated the process of registration of the project under section 3 of the Act, 2016. On 24/01/2023 the 2nd Respondent has submitted application for registration and this



Authority has issued certificate of registration valid upto 30/12/2023.

27. It is clear from Exbt.A7, A8 and from the website maintained by the Authority the Occupancy certificate was issued only on 21/01/2023 much beyond the promised date of completion, 01/12/2013. The Complainant is entitled to withdraw from the project and claim refund of the amount paid by her under section 18 of the Act, 2016.

28. **Exbt.A9** series is the copy of payment receipts issued by the 2nd Respondent on behalf of 'Alfine Homes'. The 2nd Respondent in his objections has admitted that he is the proprietor of the 1st Respondent firm. It is clear from Exbt.A9 series of receipts that the 2nd Respondent has received an amount of Rs. 37,61,470/- from the Complainant. The details of the payment made to the respondents is as follows:-

<u>Date</u>	<u>Amount</u>
02/03/2012	Rs.1,00,000.00
04/07/2012	Rs.5,96,000.00
03/08/2012	Rs.6,96,000.00
01/10/2012	Rs.8,62,414.00
30/03/2013	Rs.10,44,000.00
04/09/2013	Rs.4,63,056.00
Total	Rs.37,61,470.00

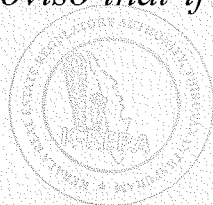


29. Section 18 of the Real Estate (Regulation & Development) Act 2016 stipulates that *“if the promoter fails to complete or is unable to give possession of an apartment, plot or building (a), accordance with the terms of the agreement for sale or duly completed by the date specified therein; or due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall not be liable on demand to the allottee, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act, Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed”*. The Section 19(4) of the Act also specifies that *“The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to*



discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder”. Here, in this case the Allottee is entitled to claim refund of the amount paid with interest, as the promoter failed to complete and is unable to give possession of the apartment as per the agreement.

30. While discussing the objects and reasons of the Act 2016 Supreme Court in Judgement dated 11/11/2021 M/s Newtech Promoters and Developers Pvt. Ltd Vs State of UP & Others had made a very important observation and the same is reproduced below *“The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee. If the Promoter fails to give possession of the apartment plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/homebuyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to*



withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed”.

On the basis of the aforementioned fact and findings, it is found that the Respondent/Promoter has failed to complete and hand over possession of the apartment to the Complainant/allottee as promised and therefore the Complainant/allottee is entitled to withdraw from the project and get refunded the amount paid by him to the Respondent/Promoter along with interest as provided under the Act, 2016.

31. The Complainant herein is entitled to get the refund of the above-mentioned amount along with interest and the 2nd Respondent is liable to refund the amount to the complainant along with the interest according to section 18(1) of the Act, 2016. As per Rule 18 of Kerala Real Estate (Regulation & Development) Rules 2018, the rate of interest payable by the Promoter shall be State Bank of India's Benchmark Prime Lending Rate Plus Two Percent and shall be computed as simple interest. The present SBI PLR rate is 14.15% with effect from 15/12/2022. The Complainant is entitled to get 16.15% simple interest on the amount paid, from the date of payment as detailed above in the payment schedule till the date of refund as per Rule 18 of the Rules 2018, but the Complainant limited her claim to 15.25 % interest. Hence it is found that the 2nd Respondent is liable to pay Rs.37,61,470/- along



with 15.25 % simple interest from the date of receipt of payment by the Respondents.

32. Based on the above facts and findings, invoking Section 37 of the Act, this Authority hereby issues the directions as follows: -

1. The 2nd Respondent shall return the amount of **Rs.37,61,470/-** to the Complainant with simple interest @ 15.25% per annum from the date of each payment, as per the schedule, till the date of realization.

2. If the Respondent fail to pay the aforesaid sum as directed above within a period of 60 days from the date of receipt of this order, the Complainant is at liberty to recover the aforesaid sum from the above Respondent and his assets by executing this decree in accordance with the Real Estate (Regulation & Development) Act and Rules.

Sd/-
Sri M.P Mathews
Member

/True Copy/Forwarded By/Order


Secretary (legal)



Exhibits

Exhibits marked from the Side of Complainants

Ext.A1- Copy of deed of agreement Construction dated 18/05/2012.

Ext.A2- Copy of agreement for sale dated 19/05/2012.

Ext.A3- Copy of tripartite agreement dated 21/03/2013.

Ext.A4- Copy of lawyer's notice dated 10/12/2018.

Ext.A5- Copy of brochure & plans.

Ext.A6- Copy of email dated 09/03/2021 issued by the IDBI Bank.

Ext.A7- Copy of reply dated 20/04/2022 received by the Complainant under the RTI Act from Asst. Engineer, Electrical Section, Thiruvalla.

Ext.A8- Copy of reply dated 19/04/2022 issued by Public Information Officer, Thiruvalla Municipality.

Ext.A9 series - Copy of payment receipts.

Exhibits marked from the Side of Respondents 1 & 2

Ext.B1- Copy of revised building tax receipt dated 26/11/2008

Ext.B2- Copy of email dated 21/09/2015 issued by the Respondents.

Ext.B3- Copy of email dated 10/01/2016.

Ext.B4- Copy of letter dated 16/05/2017 issued by Municipal Secretary to Divisional Officer, Kerala Fire & Rescue Services, Kottayam.

Ext.B5- Copy of receipt dated 20/06/2017 issued by Thiruvalla Municipality.

Ext.B6- Copy of email dated 10/03/2018 issued by the Respondents.

Ext.B7- Copy of NOC issued by Fire & Rescue services Govt. of Kerala dated 11/11/2022.