



KERALA REAL ESTATE REGULATORY AUTHORITY

THIRUVANANTHAPURAM

Complaint No. 249/2022

Dated 11th September 2023

Present: Sri. M.P Mathews, Member

Complainant

Balraj V.K,
Vazhathara House,
Pandavathu Road,
Maradu P.O, Ernakulam – 682 304.

(By Adv K N Sivasankaran)

Respondents

1. M/s Galaxy Homes Pvt.Ltd.,
Galaxy Square, 6th Floor,
Rajaji Road Junction, M G Road,
Ernakulam – 682 035
(Represented by its Managing Director)
2. P.A Jinas,
Managing Director,
M/s Galaxy Homes Pvt.Ltd.,
Galaxy House,
Sharaful Islam School Lane,
Deshabhimani Road,
Edapally South Village, Ernakulam – 682 017.

(By Adv Thomas John)



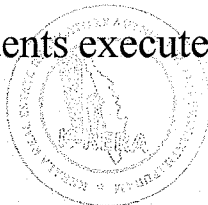
The above Complaint came up for final hearing on 21/06/2023. Counsel for Complainant and Counsel for the Respondents attended the virtual hearing.

ORDER

1. The Complainant is an Allottee of project named 'Galaxy Golden Dale' located at Elamkulam village, Ernakulam District developed by the Respondents. The said project is registered with the Authority under section 3 of the Real Estate (Regulation & Development) Act, 2016 herein after referred as the 'Act, 2016'. (K-RERA/PRJ/277/2020).

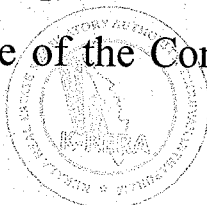
2. The facts of the Complaint is as follows:- the Complainant had booked an apartment No.C7 admeasuring 915 sq.ft of super built up area on the 7th floor in Block-1 of the above project along with undivided share in the land, the rights on the common areas and a covered car parking. Accordingly an agreement for construction dated 01/02/2016 was entered in to between the Complainant and the Respondents. As per the said agreement the Respondents promised to complete the construction and handover the project by 31/01/2019. The consideration for the undivided share in the land was Rs.4,77,050/- and the cost of construction of the apartment and the car park was Rs.39,92,531/-.

3. The Complainant further submitted that he had availed a bank loan of Rs.40 lakhs from the State Bank of India, Roadway branch. The Respondents executed sale deed No.2935/2017



dated 17/08/2017 conveying the undivided share of 1015/166500 in the extent of 25.10 Ares together with incomplete 3 bedroom apartment No.C7 on the 7th floor of block -1 having super built up area of 915 sq.ft together with right to use common amenities and facilities. The Complainant has till date made payments totaling to Rs.44,01,050/-. As per the said agreement the apartment has to be handed over the Complainant on or before 31/01/2019. However, till date the same has not been handed over. The Complainant had agreed to purchase the flat believing the assurance of Respondents of time bound completion and handing over, which they have miserably failed to perform. The Respondents have been unresponsive to the Complainants enquiries regarding the completion and the deviations from the specifications committed to by them.

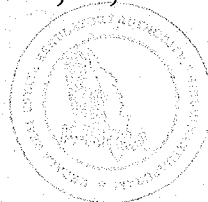
4. The Complainant further submitted that the Respondents have promised common facilities such as health club, swimming pool, mini auditorium, landscaped garden with children's area CCTV security, intercom connection with security cabin etc., the same has not been completed. The structure is comprising of the car parking area in basement, ground floor and first floor. Presently, the ramp to the 1st floor is only a temporary structure, and the promoters are attempting to avoid construction of a permanent concrete ramp. The Respondents are obligated to deliver the project, the apartment and common areas as per the specifications promised by them. The deviations made by the Respondents are material and will reduce the facilities and convenience of the Complainants and other apartment



owners. The promoters had promised to deliver the apartment on or before 31/01/2019. Till date, the apartment has not been handed over. Amount of Rs.44,01,050/- has been paid by the Complainant to the Respondents till date. Hence the Complainant is entitled to interest for every month of delay i.e., from 31/01/2019 till the handing over of the possession of the apartment.

5. The reliefs sought by the Complainant are direct the Respondents (1) to complete and handover Flat No.C-7 on the 7th floor in Block -1 of the project 'Galaxy Golden Dale' and one covered car park as per the specifications in the agreement and brochure (2) to complete the common areas and amenities in the project as per the specifications in the agreement and brochure (3) to make payment of Rs.21,12,557/- being the interest due till 20/10/2022 for the period of delay and further direct the Respondents to make payment of future interest at 14.15% per annum on Rs.44,01,050/- from 21/10/2022 till handing over (4) to enable formation of association of allottees (5) pay costs of the proceedings.

6. The Respondents have filed Objection stating that the above Complaint is not maintainable before the Authority and denied entire allegations against the Respondents and further submitted that the 1st Respondent have entered into an agreement on 01-02-2016 whereby the Complainant agreed to purchase an apartment in the apartment project. As per the above agreement, the Complainant had agreed to pay a total amount of Rs.39,92,531/- towards the cost of



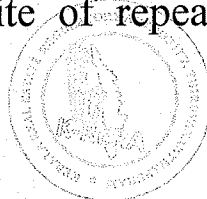
construction of the residential apartment having built up area of 915 sq.ft. in the Seventh floor of the multi-storied building to be numbered as flat No. C-7. The construction cost of Rs.39,92,531/- is agreed to be paid in 35 monthly installments of Rs.1,13,200/- and a sum of Rs.24,000/- was agreed to be paid on the date of the agreement and a further sum of 6531/- as the last installment. The monthly installments payable as per the above agreement was not paid by the Complainant in time. The Complainant did not pay a single instalment until the lapse of 18 months.

7. The Respondents further submitted that at the time of executing the construction agreement, the complainant paid only a sum of Rs.24,000/- as advance out of the total amount of Rs.39,92,531/- payable in terms of the above agreement towards the construction cost. After the advance payment of Rs.24,000/- as above, the complainant had to pay a sum of Rs.1,13,200/- as monthly instalment. The complainant committed defaults in paying the monthly instalments payable in terms of the agreement from the very outset onwards. It is submitted that out of the first 18 instalments of Rs.1,13,200/- each totalling to Rs.20,37,600/- the Complainant paid only a meagre sum of Rs.25,000/-. There was inordinate delay in payment of instalments. After repeated requests from the Respondents, the Complainant made arrangements to pay the amounts after a delay of more than 18 months. This has placed the Respondents in huge financial crisis and difficulty. In spite of failures on the part of the complainant in paying the periodical



instalments of the construction cost, the respondents completed the construction and the Final Bill for Rs.7,04,519/- was issued to the complainant on 15-04-2021.

8. The Respondents further submitted that from the refusal of the complainant in paying the periodical instalments of the construction cost, it is evident that the Complainant was not ready and willing to abide by the terms of the agreement for construction from the beginning itself as he committed default in payment of 1st installment itself which was paid after a lapse of 18 months. The complainant committed breach of the terms of the agreement whereby the Respondents were put to severe hardship and crisis. However, even though the Complainant neglected in payment of instalments, the Respondents completed construction of the building on 08-03-2021. The Occupancy Certificate for the project was issued by the Corporation of Kochi to the Respondents on 29/03/2021. Even after obtaining the Occupancy Certificate, the Complainant did not pay the balance amounts due as per the final bill issued to the Complainant. It is clear that the intention of the Complainant was to deliberately delay the payment of instalments. In order to cover up the inordinate delay in payment of instalments, the Complainant began raising untenable claims and objections with the Respondents. Till date, the Complainant has not come forward to take possession of the apartment by paying the balance amounts due from him even after obtaining Occupancy Certificate and inspite of repeated requests from the Respondents.



9. It was further submitted by the Respondents that they had convened a meeting of the owners of Golden Dale Block-I project at Hotel Abad Plaza on 07-03-2020 to discuss and finalise the collection of balance funds to be received from the customers and handing over possession of apartments. The Complainant also attended the meeting and agreed to the proposal finalised at the meeting. As per the said proposal, a payment based 120 days work schedule and payment based finishing work schedule was circulated to all customers which was agreed upon by the customers including the Complainant. It was also agreed that the owners would pay the balance amount as per the said proposal. As per the revised terms, the Complainant and other owners agreed to pay the balance amount due from them within in four instalments. As per the revised payment based work schedule, 4 demand letters were issued to the Complainant. The Complainant released two out of the 4 instalments and deliberately defaulted the other two instalments.

10. The Respondents further submitted that the Respondents had agreed to complete the construction of the apartments in 30-12-2020 as per the revised schedule agreed between the owners including the complainant. Even though the complainant failed to pay balance amount as per the revised payment schedule, the respondents completed the construction on 8-3-2021 and occupancy certificate was issued to the Respondents on 29-3-2021. A meeting of the owners was convened at hotel Dunes Ernakulam on 27-03-2021 to discuss the handing over since the application for Occupancy



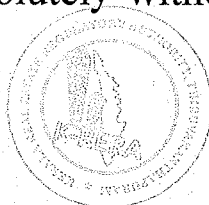
Certificate has already been submitted. A formal Owners Association was not formed as the owners had already formed an Association of which the complainant was the President. It is now learnt that subsequently there occurred difference of opinion among the Owners and the complainant was removed from the leadership of the group. Since then, the complaint has been raising baseless and untenable contentions against the Respondents. As clause 5 of the Agreement for Construction executed by the parties, the date for handing over of possession become due only on the Complainant paying the entire amounts due to the Respondents. Since admittedly, the Complainant has not paid the entire consideration including statutory charges as agreed by the parties vide the agreement executed between them, the Respondents could not hand over possession to the Complainant. Other customers who have paid the amounts have been handed over possession and they are residing in their respective apartments.

11. The Respondents further submitted that even though Complainant failed to perform his part of the agreement, the Respondents by raising money from other sources have completed the construction of the apartment. Therefore, it could be seen that there are absolutely no willful laches or negligence on the part of the Respondents in completing the construction and handing over the apartment to the complainant. As per the agreement executed by the complainant, the construction of the apartment is subject to the complainant paying the entire amounts due to the Respondents. Possession of the apartment is to be handed over within 180 days from



the date of paying entire amounts due. Since the entire bill is not paid by the complainant till date, the delivery date of the apartment is not yet due as per the agreement. Therefore the present complaint is not maintainable and the amenities provided are as per the specifications only and there has not been any deviation. The ramp provided to the first floor is a fabrication structure which is safe and strong. The Final fire NOC was issued after verifying the strength and support of all portions including the ramp. The Respondents had intimated to the Complainant that Occupancy Certificate has been obtained from Corporation of Kochi. The Complainant was asked to pay the balance amounts outstanding from his side. Copy of the email issued to the Complainant informing about the fact of receipt of Occupancy Certificate and following up with the Complainant to pay the balance amounts due is also produced.

12. The Complainant had filed Reply to the Objection filed by the Respondents stating that the Respondents are twisting the facts without revealing the correct picture and submitted that the payments as per the construction agreement was linked to the progress of work. The Respondents had provided construction link payment schedule and the payment have been made as per the said schedule. The Complainant had paid an initial payment of Rs.10Lakhs on 16/01/2016 and not Rs.24,000/- as stated by the Respondents. The attempt of the Respondents to blame the Complainant for delay in making payment is absolutely without merit, since the Respondents



have not made progress in the construction, for the Bank to release the funds. Furthermore the Respondents had collected additional amounts calculating GST at the rate of 18%, whereas the effective rate is only 12%. The collection of excess amount as GST was brought to the attention of the Respondents on 06/05/2020. It is submitted that the Complainant vide letter dated 18/09/2021 and 29/08/2021 had raised the above issues with the Respondents. With much delay, the Respondents approached the tax authorities for advance ruling, who clarifies the issue on 01/06/2022 that the effective rate of tax is 12%. It is submitted that due to the inaction of the Respondents and the lack of progress, some of the allottees had formed an informal adhoc working group (Golden Dale Owners Association) to protect the interest of the allottees and the same is not registered. The Complainant vide letter dated 17/06/2022 requested the builder to intimate the balance amounts to be paid. But the builder did not reply to the aforesaid request. In such circumstances, the Complainant had issued legal notice and filed the above Complaint.

13. 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 B9**.



14. **Ext.A1** is the copy of agreement for construction dated 01/02/2016 entered in to between the Complainant and the 1st Respondent represented by the 2nd Respondent. It is stated in the agreement that the 1st Respondent had formulated a scheme to construct multi-storeyed building called 'Galaxy Golden Dale' in 2 Towers in the land having an extent of 25.10 Ares consisting of residential apartments, common areas, health club, swimming pool, mini auditorium, club house with indoor game facilities. Reading room, landscaped garden with children's play area and play equipments, modern fire fighting equipments, sewage treatment plants, common toilet for drivers and house makes, automated generator backup for lift and common areas, rainwater harvesting, 24 hrs, security with CCTV on main entrance and main lobby, intercom connection with security. The Respondents agreed to construct an apartment No.C-7 on the 7th floor having super built up area of 915 sq.ft. including share in the common areas along with a car park for a total consideration of Rs.39,92,531/- including service tax and VAT. It is further stated in the agreement that the Complainant had already entered into separate agreement for the purchase of 1015/166500 undivided share in the property having an extent of 25.10 Ares. It was also stated in the agreement that the Respondents shall construct the apartment and finish the work on or before 31/01/2019.

15. **Ext.A2** is the copy of sale deed No.2935/2017 dated 17/08/2017 executed by the 1st Respondent represented by the 2nd



Respondent in favour of the Complainant the undivided share of 1015/166500 in the extent of 25.10 Ares in Sy.No.873/2, in Elamkulam village together with incomplete three BHK apartment bearing No.C7 having super built up area of 915 sq.ft. on the 7th floor together with right to use carparking area on the ground floor of the project for a total consideration of Rs.17,58,050/- of which Rs.4,77,050/- is the value of undivided share in land.

16. **Exbt.A3** is the copy of brochure issued by the Respondents with regard to the project 'Galaxy Golden Dale'. **Exbt.A4** is the copy of statement of the payments made to the Respondents. **Ext.A5** is the copy of lawyer's notice dated 05/09/2022 issued to the Respondents demanding to complete the apartment of the Complainant and handover the same together with payment of delayed period interest. **Ext.A6** is the copy of construction wise payment schedule, issued by the Respondents, which clearly shows that the payment is linked to the work progress. **Exbt.A7** is the copy of letter of allotment dated 06/01/2016 issued by the Respondents with regard to the allotment of the above apartment to the Complainant. **Exbt.A8** series are the copies of payment receipts and statement of account produced by the Complainant. **Exbt.A9** is the copy of letter dated 17/06/2022 issued by the Complainants requesting the Respondents to recalculate the GST amount charged on the final bill issued to the Complainant.



17. **Ext.B1** is the copy of payment based work schedule. **Ext.B2 series** is the copies of various email communication is sued to the Manager SBI-RACPC, demanding the instalment due amount. **Ext.B3** is the copy email dated 24/08/2020 issued by the Respondents, requesting the allottees to release the 1st and 2nd instalments. **Ext.B4** is the copy of email dated 10/09/2020 issued to the Complainant stating the status of works completed along with photographs of the apartment and demanded the 2nd instalment payment.

18. **Ext.B5** is the copy of email dated 22/03/2021 issued to the allottees of the project and invited them for a get-together at Hotel Tunes Cochi, on 27th March 2021, for discussing the handing over of the project. **Ext.B6** is the copy of email dated 29/03/2021 issued to the Complainant informing that Occupancy certificate was issued to the said project and requested to pay the balance amount due to the Respondents. **Ext.B7** is the copy of email dated 14/10/2021 issued to the allottees including the Complainant requesting them to settle the final bill at the earliest. **Ext.B8** is the copy of email dated 17/01/2022 from the Complainant to the Respondent confirming that he is willing to pay the balance amount and requesting the Respondent to complete the construction work of the apartment. So that he can occupy the same without further delay. **Ext.B9** is the copy of partial Occupancy Certificate dated 29/03/2021 issued by the Corporation of Kochi.



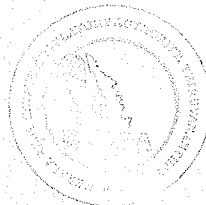
19. The Corporation of Kochi had vide letter No.KRP3/KRP1/487/15 dated 11/01/2023 forwarded partial occupancy certificate dated 29/03/2021 and revised building permit No.19/03/2018 valid upto 11/08/2022. The Building permit is marked as Exbt.X1 and the Occupancy Certificate is marked as Exbt.X2. As per the X1 building permit the plinth area of the building is seen as 17,771.69 M² while the plinth as per the partial occupancy certificate is 7434.68 M². The presumption is 1 tower was completed and occupancy certificate issued.

20. The Respondents in his objection it is admitted that the Complainant is a defaulter in payments and hence the possession of the apartment is not handed over to the Complainant till date. As per the agreement dated 01/02/2016 the Respondents shall complete the construction of the apartment on or before 31/01/2019, and it is clear from the above documents produced by the parties that the Respondents failed to complete and handover possession of the apartment as per the agreement and partial occupancy certificate for the project was issued only on 29/03/2021. As per the website maintained by the Authority, the said project is not completed till date.

21. The details of the payment made to the respondents is as follows:-

Schedule of payment

<u>Date</u>	<u>Amount</u>
16/01/2016	Rs.5,00,000.00



08/08/2017		Rs.1050.00
19/08/2017		Rs.20,37,600.00
16/01/2019		Rs.5,41,000.00
06/06/2019		Rs.3,39,600.00
08/05/2020		Rs.4,00,000.00
14/09/2020		Rs.3,00,000.00
28/06/2021		Rs.2,81,800.00
Total		Rs.44,01,050.00

22. The total payment as per the Exbt.A1 agreement for construction was Rs.39,92,531/- including service tax and VAT. As per Exbt.A2 sale deed the cost of undivided share over the land is shown as Rs.4,77,050/-. The total amount paid by the Complainant is Rs.44,01,050/-. It is seen from the above schedule that the amount paid before the promised completion date of 31st January 2019 was Rs.30,79,650/-. As per Exbt.X2 occupancy certificate it is confirmed that the apartment has been completed and is ready for handing over possession as on 29/03/2021.

23. Section 19 (6) of the Ac, 2016 stipulated that "Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the



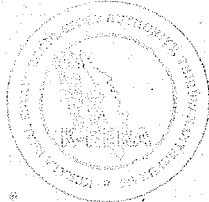
proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.” Section 19(10) states that “Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot or building, as the case may be”. As per Section 19(11) “the allottee has already participated towards registration of the conveyance deed of the incomplete apartment.

24. However the Complainant vide Exbt.B8 has confirmed that he is ready to remit the balance amount once the dispute regarding the GST is settled. As per Exbt.B6 which is the copy of email addressed to the allottees by the 1st Respondent, it is confirmed that they are planning to handover the project at the earliest and for that they require funds. In this connection the 1st Respondent requested the Complainant for settling the final bill of Rs.6,43,194/- by making a payment of Rs.3,43,194/- immediately. The possession was guaranteed on the 120th day of receiving the amount. So it is evident that the apartment was not ready for handing over even after receipt of the occupancy certificate. the delay of months after receipt of occupancy certificate is therefore conformed. In the above circumstances the Complainant is eligible for delay interest up to 29/07/2021 as admitted by the Respondents.



25. 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”*. Here, in this case the Allottee is entitled to claim interest for delay in handing over possession of the apartment as the promoter failed to handover possession of the apartment within the time stipulated in the agreement.

26. 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 claim interest for the delay in handing over possession of the apartment as provided under the Act, 2016.

27. Hence, the Complainant herein is entitled to get interest for the delay on Rs.30,79,650/- which is the amount paid by the Complainant to the Respondents before the promised date of completion and the Respondents are liable to pay interest to the complainant according to Section 18 of the Act, 2016 for the period



from 01/02/2019 till 29/07/2021. As per Order No.K-RERA/T3/102/2020 dated 15/05/2020 and 19/07/2021 the Authority had taken cognizance of the adverse effects of Covid-19 Pandemic and the lock downs on the real estate projects in the state and resolved to treat this an event of force majeure as per the provisions of the Act, 2016. The one year period from 25/03/2020 was considered to be treated under the force majeure clause and the Respondents are not liable to pay delay interest for the said period of 1 year, and hence the delay interest is payable from 01/02/2019 to 29/07/2020.

28. 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 14.85% with effect from 15/03/2023. The Complainant is entitled to get 16.85% simple interest on the amount paid, from the date of payment as detailed above in the payment schedule till the date of handing over of possession, but the Complainant limited his claim to 14.15 % interest.

29. Based on the above facts and findings, invoking Section 37 of the Act, this Authority hereby issue the following directions: -

1. The Respondents shall handover possession of the apartment to the Complainant **within one month** from the date of receipt of this order, duly completed as per the agreement



failing which the Respondents shall be liable to pay delay interest from the date of this order till handing over possession as per Section 18 of the Real Estate (Regulation & Development) Act, 2016.

2. The Complainant shall settle the balance payment due to the Respondent based on documentary evidence of having paid GST by providing tax invoice raised under Section 31 of Centra Goods & Services Tax Act, 2017.

3. The Respondents shall pay interest for the delay on Rs.30,79,650/- @ 14.15 % simple interest per annum to the Complainant for the period of delay from 01/02/2019 till 29/07/2020 as per section 18 of the Act, 2016.

4. If the Respondents 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 sums from the above Respondents and their assets by executing this decree in accordance with the Real Estate (Regulation & Development) Act and Rules.

5. The Respondents / Promoters shall send notices to all the allottees to convene a meeting for the purpose of forming an Association of all Allottees of the project and enable formation of Association as per sec 11(4) (e) of the Real Estate



(Regulation & Development) Act, 2016 and the allottees shall participate in the formation and registration of the Association and complete the formalities in forming the Association within one month from the date of receipt of this order.

Sd/-
Sri M.P Mathews
Member

True Copy/Forwarded By/Order




Secretary (legal)

Exhibits**Exhibits marked from the side of Complainant**

- Ext.A1- Copy of agreement for Construction dated 01/02/2016.
- Ext.A2- Copy of sale deed dated 21/03/2013.
- Ext.A3- Copy of brochure
- Ext.A4- Copy of statement of the payments made.
- Ext.A5- Copy of lawyer's notice dated 05/09/2022.
- Ext.A6- Copy of constriction wise payment schedule
- Ext.A7-Copy of letter of allotment dated 06/01/2016.
- Ext.A8 series - Copy of payment receipts and statement of account.
- Ext.A9- Copy of letter dated 17/06/2022.

Exhibits marked from the side of Respondents 1 & 2

- Ext.B1 series- Copy of Payment based work Schedule.
- Ext.B2 series - Copy of emails issued to the Manager SBI-
RACPC, Palarivattom, Kochi.
- Ext.B3- Copy of email dated 24/08/2020.
- Ext.B4- Copy of email dated 10/09/2020.
- Ext.B5- Copy of email dated 22/03/2021.
- Ext.B6- Copy of email dated 29/03/2021.
- Ext.B7- Copy of email dated 14/10/2021.
- Ext.B8- Copy of email dated 17/01/2022.
- Ext.B9- Copy of partial Occupancy Certificate dated 29/03/2021.
- Exbt.X1- Copy of revised building permit issued by Kochi Municipal corporation.
- Exbt.X2. Copy of partial Occupancy Certificate dated 29/03/2021.

