



**KERALA REAL ESTATE REGULATORY AUTHORITY
THIRUVANANTHAPURAM**

Complaint No: 258/2021

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

Dated 1st day of July 2022

Complainants

1. Bijesh Haridas,
Abhilash, Pattiparambu P.O,
Thiruvilwamala, Thrichur
2. Remya Krishnankutty
Abhilash, Pattiparambu P.O,
Thiruvilwamala, Thrichur

Respondents

1. Jain Housing & Construction Ltd represented by it's
Managing Director Sandeep Mehta
No. 98/99, Habibullah Road, T Nagar, Chennai-600017
2. Sandeep Mehta, Managing Director,
KGEYES Kavary, Flat No. 1, Door No. 1,
1st Floor, Crescent Street, ABM Avenue, R A Puram, Chennai-600028



The Counsel for the Complainant Adv. Aysha Abraham and the Counsel for the Respondents Adv. George Cherian appeared for the hearing.

ORDER

1. The above complaint was posted for final hearing on 14/02/2022 along with other connected complaints but the counsel for the Complainants and the Respondents sought time for filing the argument notes. The argument notes were received on 25/03/22 and the said 7 complaints were taken for orders. In the meanwhile, 11 more connected complaints came up for hearing and more clarifications were required for passing orders in the said complaints. So, all the complaints including fresh ones were posted on 27.05.2022 & 28/05/2022 for further hearing and after hearing all the 18 complaints, it was decided to pass final orders considering each case separately, as per the request of the Counsel appeared for the Complainants.

2. The facts of the Complaint are as follows: - The Complainants are the allottees in the project named 'Tuffnell Gardens', Kakkanadu, Ernakulam who approached the Respondents, intending to purchase an apartment after seeing their advertisements in which the offer was "apartments in the said project having 8 blocks with 152 flats in each block on 8 acres of property with State-of-the-art living facilities" and the total project would be a township with impeccable design and stylish planning. The Respondent/Builder was willing to help the Complainants with the paperwork for loan from State Bank of India who offered a 10/90 scheme under which the Complainants had to pay only 10% upfront and 90% would be disbursed by the Bank. The builder will pay the EMIs for the first 36 months and the entire loan will be received by the Builder at the time of



construction itself. The Complainant paid an amount of Rs. 50,000/- as an advance on 08.02.2008, Rs. 2,49,047/- on 26.02.2008, Rs. 2365/- on 10.03.2008 for apartment No. 5044 in 5th block. On 03.05.2008, the Complainants entered into an agreement for sale along with the Memorandum of Agreement for the construction of the Apartment. Thereafter 90% of the loan of Rs. 26,91,0000 was disbursed by the State Bank of India on 27.08.2008. They further made a payment of Rs. 1,13,251 on 07.07.2008 as demanded by the builder. As per the construction agreement, the Respondents agreed to hand over the possession of the apartments within 36 months from the date of starting of the construction with a grace period of 3 months. Accordingly, the Respondents are legally bound to hand over the apartments in December,2010. After collecting the full payment, the Respondents had not completed the 5th block as promised. On 22.09.2019, the promotor/builder via email informed the Complainants that they are not intending to construct the 5th Block and asked the Complainants to shift to the 4th block. However, since the 4th Block also has not got the occupation certificate, the Complainants decided not to opt for it. The Complainants submitted that some of the buyers in the Project approached the Hon'ble High Court and the builder produced some documents pertaining to Environmental Clearance (EC) and Fire NOC which as per the Complainant clearly makes the entire construction illegal and unsafe. The Respondent/Builder started construction without clearance and submitted false data for clearance. The EC granted to Respondent is invalid as the Respondent has increased his capacity from 1,39,885.78 sq. mt to 192637.80 sqm. So, the buyers were worried and sought to know the status of the land in the land register and records. The Basic Tax Receipt (BTR) of the land on which the construction was made was taken and it showed the land as 'nilam'/'paddy land' and therefore one allottee wrote a complaint to the Agricultural Officer which was forwarded to RDO.



3. The Respondent/builder submitted before the Hon'ble High Court that the Kerala Municipality & Building Rules (KMBR) were not applicable as he started construction before 2006 on which KMBR was notified to be applicable. The division bench has clearly held that the KMBR is applicable and no vested rights accrue on a builder to build in violation of the Rules. The Respondent managed to obtain the Fire NOC in violation of law in August 2020 and also obtained an occupancy certificate in October 2020 for Block 4 even if the work is not completed. The Complainants directly and by email communication, contacted the Respondents to complete the construction and to get the flat transferred with occupancy certificate. The Complainants allege that the very foundations on which the occupancy certificate was granted are serious violations of law for which the only consequence seems to be the same fate as the "Coral Cove" project of the same builder in Maradu. The Complainant was not willing to put their life or that of their family members at risk by entering a building that does not have the minimum required Fire Safety measures. Even assuming the Municipality or State Authorities grant them the permissions based on any 'technicality', the Complainant was unwilling to move into an apartment that is known to be a Fire Hazard. The relief sought by the Complainant is a refund amount of Rs. 31,05,663/- along with interest at the rate of 14.15% from the date of payment to the date of actual repayment. The copies of terms and conditions executed between the Complainants and the Respondents dated 03.05.2008, Memorandum of Agreement for construction of flat, Receipts of payments made, Email communications, Letter issued by Respondents to the Complainants dated 30.06.2008 are produced by the Complainants.



4. The Respondents filed a written statement and submitted that the complaint is not maintainable either in law or on facts of the case. The Authority can take cognizance only when the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale and that the allottee wishes to withdraw from the project hence the Authority has no jurisdiction to entertain this complaint. The project was completed on 25.05.2013 and along with other allottees the Complainants were also offered possession of their apartment. But for reasons best known to them they have not taken possession of their apartment. The 1st Respondent in accordance with the offer made to the complainants has paid the 36 EMIs in their loan account amounting to Rs. 9,28,880/-. It was submitted that the work in all 8 blocks progressed in the expectation of the market. But unfortunately, the market dip down and out of 1217 units planned, the first Respondent could sell only 70 plus units during 2011-12. With one tower comprising 152 units, management decided to scale down the project to 2 towers comprising 304 units with club house which was almost getting completed in structure work during 2011. The scaling down of project was informed to all customers via e-mail on 24.11.2008. In the intention to complete the work of block 4 &5, the promotor/builder re-scheduled the project timelines and mailed the customers on 21.11.2012. Due to the paucity of booking in the 5th block, the Complainants were offered apartment No. 4044 in the 4th block instead of his original apartment No. 5044 in 5th block.

5. It is further submitted that when the first Respondent builder was trying hard to obtain the statutory sanctions, the complainant and other allottees were trying to stall the same by filing false cases before the Hon'ble High Court of Kerala and the Kerala State Human Rights Commission, Thiruvananthapuram by impleading all the statutory



Authorities and scaring them from processing the application and granting the necessary approvals. The Respondents submitted that since the two towers 4 and 5 were in the completed stage, after site inspection and since due to non-availability of Fire NOC, the Municipality numbered GF + 2 Floors and the Respondent obtained the partial occupancy certificate dated 26.07.2016. The allottees of the Project approached the Hon'ble High Court of Kerala through writ petition Num. 26935/2019 regarding the sanctions obtained for the construction and the Hon'ble High Court of Kerala on 23/01/2020 cautioned the petitioners that if they are proceeding with this writ, the same will be dismissed with compensatory cost and hence the petition was dismissed as withdrawn. Further, the allottees again approached the Hon'ble High Court through no. 6581/2020 regarding the Environmental clearance.

6. The Respondents submitted that the then Thrikkarkara Grama Panchayat had issued a construction NOC A4-1/2000 dated 31.08.2006 for developing the property in the name of landowners. The plan approved was for 8 blocks of G + 19 floors with 2 level car parking, common area facilities, and a total of 1217 units. It was also submitted that before the Municipality Building Rules came into force builders started construction in the terms of the NOC plan. No prior permission was required for any construction in Panchayat areas. Since the construction was made in terms of the NOC, KMBR Rules were not applicable. Thrikkakara Grama Panchayat issued a certificate No. A1-1/08 dated 09.09.2008 to the builder that the NOC is in compliance with the terms of Circular No. 23548/RD2/08/LSGD dated 03.04.2008. Due to the pendency of the cases filed by the allottees of the project, the issuance of NOC was delayed and after persistent follow-up, they acted on the said circulars and certificate of approval No. F2-13396/2018 dated 06/08/2020 was issued certifying that all



Rules and Norms pertaining to the fire safety arrangement are satisfied in Jains Tuffnell Garden. The Occupancy certificate was issued on 07/10/2020 by the Local Self Government, Thrikkakara Municipality. The Respondents submitted that the Complainants have no cause of action against the Respondents in the facts and circumstances of this case. Complainants have suppressed material facts, and none of the prayers in the Complaint are allowable. The prayer for a refund of Rs. 31,05,663/- along with interest at the rate of 14.15% is not tenable in the facts and circumstances of the case. The Complaint which is bereft of any bonafide and an abuse of the process of the Authority is liable to be dismissed. The Copies of Completion Certificate dated No. 25.05.2013 issued by Chartered Engineer, email communications, Partial Occupancy Certificate dated 26/07/2016, Order dated 23/01/2020 in Writ Petition No. 23/01/2020, NOC from Thrikkakkara Grama Panchayat dated 31/08/2006 & 09/09/2008, Fire NOC dated 06/08/2020 in the name of the Promoter, Occupancy Certificate dated 07/10/2020, certificate dated 05.03.2022 are produced from the side of the Respondents.

7. Heard both parties in detail and perused the documents produced by them. The Project in question 'Jain Tuffnell Garden' is registered under Sec 3 of the Act 2016, vide Certificate No. 201K-RERA/PRJ/ERN/011/2022. It was argued by the Complainant's Counsel that they have executed an agreement for sale of undivided share of the property with the Respondent on 03.05.2008 along with an agreement for construction of the apartment of the apartment No. 5044 in 5th Block after 10% of agreed amount. All payments are admitted by the Respondent. At the time when the Builder executed the agreement, the project started, and as such, the project was ought to have completed by December 2010. However, till date the project is not completed and has not been granted an



occupancy certificate. It was submitted that Sec 18 speaks about 'Possession' in accordance with the 'agreement for sale' 'possession would mean only 'legal possession'. Law cannot recognize 'illegal possession. The Kerala Municipality Building Rules categorically provide that no building or apartment can be occupied without an 'occupancy certificate' and therefore any 'occupation' prior to the grant of 'occupancy certificate' is always illegal. Similarly, when it comes to 'Agreement for Sale", it is governed by contract law and therefore the Authority cannot ignore the basics of contract law. As per Sec 23 of the Contract Act, parties to an Agreement cannot agree to an object that is unlawful. Therefore, the parties to an agreement here cannot agree to take any illegal possession, only legal possession would be recognized. The Authority cannot ignore the provisions of Sec. 23 of the Contract Act while interpreting the Agreement for sale mentioned in Sec. 18 of the Act, for the simple reason that Sec 23 of the Contract Act mentions "The consideration or object of an agreement is lawful, unless it is forbidden by law; or is of such a nature that, if permitted, it would defeat the provisions of any law; or is fraudulent; or involves or implies, injury to the person or property of another; or the Court regards it as immoral or opposed to the public policy". The Counsel for the Complainant invited attention of the Authority to the judgment of the Hon'ble Supreme Court in *M/s Newtech Promoters and Developers Pvt. Ltd Vs. State of UP 7& Others* (C.A No. 6745 of 2021) wherein one of the objectives of the RERA Act was pointed out as "to protect the interest of consumers in the Real Estate Sector".

8. It was further submitted that the Authority cannot ignore the operation of the provisions of Sec 14 of the RERA Act just because the complaint is made under Sec18. The moment the buyer makes an application for refund and interest, he has made a decision to move out.



As the builder takes the stand that the building is completed, a dispute arises and therefore the RERA Authority cannot ignore the provisions of Sec. 14 of the RERA Act to find out if the building is completed in accordance with the approved plans. In this case, the common areas and amenities can never be used by the complainant because the project is not complete in accordance with Sec 14 of the RERA Act. It is true that the Complainant has not taken possession of the flat, legal or illegal, or even sale deed is not registered in his name as the flat was not completed as agreed between the parties. The Complainants are settled in Dubai with the family and in his absence, one Mr. Sarath Chandran, a politician, instructed one Adv. Shihabudeen to file case before the consumer state commission and along with other cases, the advocate obtained stay from the commission. The Complainant never taken illegal possession of the apartment. The complainant's counsel invited our attention to the Judgement of the Hon'ble Supreme Court in *Fortune Infrastructure & Anr v. Trevor D'Lima & Ors*(2018) 5 SCC 442 in which it was held that "a person cannot be made to wait indefinitely for possession of the flat allotted to him, and is entitled to seek a refund of the amount paid by him, along with compensation." It was submitted by the Complainants, that the Authority cannot be blind to the serious violations & illegalities brought to their notice, and cannot ignore the difficulties of home buyers who have made their lifetime investments into a Project for more than a decade and still not got possession. In reply, the Counsel for the Respondents only stated that the Complainants were offered the flat in 4th block as stated by the Complainants in the complaint and the Complainants are covered under Advance Disbursement Facility and the Respondent paid Rs. 9,28,880/- to the loan account of the Complainants and the Certificate with respect to the same has been produced.



9. We heard the learned counsels on either side, gave careful consideration to their submissions, perused the material documents available on record. After detailed hearing and perusal of pleadings and documents submitted by both the parties, following points were came up for consideration:

1) Whether the Respondent/Promoter failed to complete or unable to hand over possession of the apartment to the Complainants in accordance with the terms of the agreement for sale or duly completed by the date specified therein or not?

2) Whether the Complainants herein are entitled to withdraw from the project at this stage and claim a refund of the amount paid with interest as provided under Section 18 (1) of the Act 2016 or not?

3) What order as to costs?

10. **Points No. 1&2:** The prayer in the Complaint is for direction to refund the amount paid by the Complainant along with interest as provided under Section 18(1) of the Real Estate (Regulation & Development) Act 2016. Section 18(1) of the Act 2016 specifies that *“If the promoter fails to complete or is unable to give possession of an apartment, plot or building, in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act-Provided that where the 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.” As per Section 19(4) of the Act 2016, *“the allottee shall be entitled to claim the refund of the amount paid with interest as such rate as may be prescribed, 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 the agreement for sale”*. It is obvious that Section 18(1) is applicable in cases where the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale duly completed by the date specified therein. Moreover, Section 18(1) of the Act clearly provides two options to the allottees viz. (1) either to withdraw from the project and seek refund of the amount paid with interest and compensation (2) or to continue with the project and seek interest for delay till handing over of possession.

11. The documents produced from the part of the Complainant are marked as **Exbts.A1 to A5** and the documents produced from the part of the Respondents are marked as **Exbt.B1 to B8**. The Complainant herein executed a Memorandum of Agreement executed between the 1st Respondent both dated 03/05/2008, true copy of the Memorandum of Agreement is produced and marked as **Exhibit A2**. According to the Memorandum of Agreement, the Respondent had agreed to construct one flat No. 5044 in block No 5 on the 4th floor in the property referred to in the agreement for sale dated 03/05/2008 for purchase of undivided share out of schedule A property described in the schedule B referred to in the agreement. The agreement for sale dated 03/05/2008 is not seen produced. The amount of consideration as per the agreement is Rs. 28,06,210/-. As per the Exbt.A2 Agreement, the Promoter/ Respondent agreed to complete the entire construction of flat/Residential complex within



a period of 36 months from the date of starting the construction with a grace period of three months and to compensate the Complainant/Allottee @ Rs. 6/- per sq. ft. per month in case of any delay in construction beyond the above stipulated period provided the Allottee makes the stage payment without any default. In the Exbt. B1 Completion Certificate dated 25.05.2013, it is certified that "construction of the residential project "Jains Tuffnell Park Block 4" has been completed as per the approved plan and NOC No. A4-1/2000 dated 15.05.2013" which lacks clarity in the name of the project, date mentioned etc. The copy of Partial Occupancy Certificate dated 26.07.2016 produced by the Respondents cannot be acceptable because the Partial Occupancy certificate issued only for some floors of a high-rise building cannot be considered as the 'Occupancy Certificate' (mentioned as 'Completion Certificate' in the Act 2016) proclaiming completion of the real estate project as envisioned under the Real Estate (Regulation & Development) Act 2016 and the corresponding Rules 2018 which has been made clear many times by the Authority through its earlier orders. But in the final Occupancy Certificate dated 07.10.2020 produced by the Respondent and marked as Exbt.B7 the details of permit are shown as TP. 959/12 /Reg/2016/17 dated 15.06.2016 and the date of completion is written as 23.03.2020. Exbt. B1 Completion Certificate of the Chartered Engineer show that the project/Block 4 was completed before 25.05.2013 itself. Surprisingly, the partial occupancy certificate issued for one or two floors of the building, shows that the date of completion is 30.06.2016 and the Exbt.B7, final Occupancy Certificate dated 07.10.2020 states that the date of completion is 23.03.2020. The copy of Final Fire NOC produced by the Respondents and marked as Exbt. B6 is issued by the Fire department only on 06.08.2020. So, it is to be concluded that the project was completed as per the approved plans only by 07.10.2020, the date of issuance of final Occupancy Certificate.



12. According to Section 17 of the Act 2016, "(1) *The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.*

13. (2) *After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to hand- over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate.*" But in this case, after obtaining the occupancy certificate on 07.10.2020, no attempt has been done by the Respondent till date to execute the Sale deed in favour of the Complainant and no documents have been placed on record by the Respondent to prove the contrary. So, the Respondent has clearly violated the above-mentioned provision under Section 17 of the Act 2016. It is admitted that the Complainants have not taken the legal possession of Apartment No.4044 and the sale deed has not been executed. Therefore, it is confirmed that the complainant had not been given possession as per the agreement by the promotor till date. Even though the Counsel for the Complainant referred about some interim order from State Consumer Commission, no such order is seen produced before us in the case of the Complainant herein. For the reasons stated above, it is



evident that the sale deed has not been executed even after the receipt of occupancy certificate and no correspondence has been produced by the Respondents to prove that they intimated the issuance of occupancy certificate and requested for balance payment/registration charges for the sale deed registration. The Respondent also failed to hand over possession of the apartment as per the terms of the agreement in which it was undertaken that the apartment should be handed over to the Complainant after receipt of the entire amount due from him by December 2010. The Complainant has a specific case that the promised facilities have not been completed by the builder till date and he was not ready to take possession of the apartment because he did not want to suffer the consequences of not having the common amenities and also of the noise and air pollution caused by the ongoing construction activities. At the same time, apart from the Exbt.B1 completion Certificate given by an engineer and the Exbt.B7 Occupancy certificate issued by the local authority certifying that the construction has been completed as per the approved plans/Permit/NOC, nothing has been produced by the Respondent to prove that the project is completed in all respects with all the common amenities as promised to the Complainant. 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 in accordance with the terms of the agreement 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. Points No. 1&2 are answered accordingly in favour of the Complainant herein.

14. It is to be pointed out that the contentions and allegations raised by the Counsel for the Complainant with regard to the genuineness of the statutory sanctions and approvals obtained for the project



have no significance in this case because the said issues of violations alleged by the complainant are to be considered by the concerned local body which is the competent authority to issue occupancy Certificate. According to Kerala Municipality and Building Rules the secretary shall on receipt of the completion certificate and on being satisfied that the construction is in conformity with the permit given, issue occupancy certificate in the form in Appendix H and the Occupancy certificate issued by the Secretary certifies that the work executed is in accordance with the permit and the building is fit for occupation/use. As per the definition in the Real Estate Regulation and Development Act,2016, occupancy certificate issued by the competent authority permits occupation of building as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity. Section 14(1) of the Act 2016 stipulates that "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". Once the occupancy certificate is issued by the local body, it is to be confirmed that the section 14(1) stands complied with and it presupposes that all the required statutory approvals and sanctions such as Fire NOC, Environmental clearances, etc. have been obtained. Here, Copy of Fire NOC dated 06.08.2020 obtained for the project is also produced by the Respondent which is marked as Exbt. B6 In the reply arguments, the learned counsel for the Respondent/Promoter also pointed out that the allottees approached the Hon'ble High Court of Kerala through writ petition No. 26935/2019 regarding the veracity of sanctions obtained for the construction and the Hon'ble High Court of Kerala on 23/01/2020 cautioned the petitioners that if they are proceeding with that writ, the same will be dismissed with compensatory cost and subsequently the petition was dismissed as withdrawn. The copy of said order is produced and marked as Exbt. B4



15. The Complainants have produced receipts of payments made to the Respondent marked as Exhibits A3 Series. A certificate produced by the respondents marked as Exhibit B8 has confirmed the fact that the complainant had availed the loan amount of Rs. 26,91,000/ for paying the sale consideration and that the Respondent had remitted 35 EMI's amounting to Rs. 9,28,880/ in their loan account. Details of payments made, as confirmed by the Authority based on the above documents are as detailed below.

<u>Date</u>		<u>Amount</u>
08/02/2008	-	Rs.50,000/-
25/02/2008	-	Rs. 2,49,047/-
10/03/2008	-	Rs. 2365/-
27/08/2008	-	Rs. 26,91,000/-
07/07/2008	-	Rs. 1,13,251/-
<u>Total</u>		<u>Rs. 31,05,663/-</u>

16. Hence, the Complainant herein is entitled to get the refund of amount along with interest and Respondent is liable to refund the amount along with the interest. 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. However, the Complainant herein prayed for a refund of the amount of Rs.31,05,663/- paid by him along with interest at the rate of 14.15% per annum from the date of each payment in the complaint. Hence it is found that Respondents 1 and 2 are liable to pay Rs. 31,05,663/- Lakhs along with 14.15 % (12.15 current BPLR rate +2) simple interest from the date of each payment.



17. Based on the above facts and findings, invoking Section 37 of the Act, this Authority hereby passes the following order:-

1) The Respondents 1 & 2 shall return the amount of **Rs. 31,05,663/-** to the Complainant @ 14.15% simple interest per annum from the date of each payment as per the payment schedule above, till the date of realization.

2) If the Respondent fails 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 Respondents No. 1 & 2 and their assets by executing this decree in accordance with the Real Estate (Regulation & Development) Act and Rules.

Both parties are directed to bear their respective costs.

Sd/-
Smt. Preetha P Menon
Member

Sd/-
Sri.M.P. Mathews
Member

Sd/-
Sri. P H Kurian
Chairman

/True Copy/Forwarded By/Order/

10
Secretary
(Legal)



EXHIBITS

Documents Produced from the part of the Complainants.

- Exhibit A1 - True copy of the terms and conditions executed between the Complainants and the Respondents dated 03.05.2008.
- Exhibit A2 - True copy of the Memorandum of Agreement for construction of flat.
- Exhibit A3 series - True copy of the Receipts of payments made.
- Exhibit A4 - True copy of the common order passed in CCP No. 143/2020 by the Adjudicating Officer, K- RERA dated 26.03.2021.
- Exhibit A5- True copy of the order passed by the Real Estate Appellate Tribunal in REFA No. 26/2021 dated 02.09.2021.
- Exhibit A6 - Copy of Power of Attorney.
- Exhibit A7 series - True copy of the Email communications.
- Exhibit A8 - True copy of the Letter issued by Respondents to the Complainants dated 30.06.2008.

Documents Produced from the part of the Respondents.

- Exhibit B1- True copy of the Completion Certificate dated No. 25.05.2013 issued by Chartered Engineer.
- Exhibit B2 Series - True copy of the email communications.
- Exhibit B3 - True copy of the Partial Occupancy Certificate dated 26/07/2016.
- Exhibit B4 - True copy of the Order dated 23/01/2020 in Writ Petition No. 23/01/2020
- Exhibit B5 - True copy of the NOC from Thrikkakkara Grama Panchayat dated 31/08/2006 & 09/09/2008.
- Exhibit B6 - True copy of the Fire NOC dated 06/08/2020 in the name of the Promoter.
- Exhibit B7 - True copy of the Occupancy Certificate dated 07/10/2020.
- Exhibit B8 - True copy of the certificate dated 05.03.2022.

