



**KERALA REAL ESTATE REGULATORY AUTHORITY
THIRUVANANTHAPURAM**

Complaint No. 282/2021

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

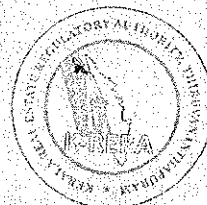
Dated 7th February, 2023

Complainant

Rahul T George
T C 9/808, Assarisseril House,
Peroorkonam Lane,
Kallampally, Sreekariyam P O
Ulloor, Thiruvananthapuram- 695017

Respondents

1. M/s Sanroyal Builders and Contractors Private Limited
Rohini Bhavan, Indira Nagar,
Peroorkada and Branch Office at TC 2/118,
KDPMRA-91, Sydney Lane,
Kesavadasapuram,
Thiruvananthapuram-696004,
2. Sanjudas
Managing Director
M/s Sanroyal Builders and Contractors Private Limited
Rohini Bhavan, Indira Nagar,



Peroorkada and Branch Office at TC 2/118,
KDPMRA-91, Sydney Lane,
Kesavadasapuram,
Thiruvananthapuram-696004

3. Suseelamma Subhadramma
Director
M/s Sanroyal Builders and Contractors Private Limited
Rohini Bhavan, Indira Nagar,
Peroorkada and Branch Office at TC 2/118,
KDPMRA-91, Sydney Lane,
Kesavadasapuram,
Thiruvananthapuram-696004
4. Balachandran
Promoter
M/s Sanroyal Builders and Contractors Private Limited
Sreelakam, Behind Lakeshore Hospital,
Panangad P O, Ernakulam- 682506

The above Complaint came up for hearing on 06/12/2022 and the counsel for the Complainant Adv Sudeep Arvind and the 2nd Respondent, Managing Director of the 1st Respondent company attended the hearing. The 4th Respondent received the notice on 09/03/2022 but did not appear and was declared exparte.

ORDER

1. The facts of the case are as follows- The Complainant is an allottee of villa No. V26 in the project 'Sanroyal Clair City' developed by the 1st Respondent situated in Thiruvananthapuram. The 2nd and 3rd Respondents are the Directors

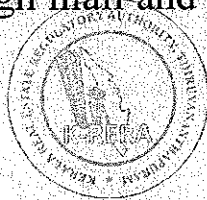


and 4th Respondent is the owner of the land who under an agreement with the 1st Respondent had permitted the Respondents 1 to 3 to do the Sanroyal Housing Project on his property. Hence the 4th Respondent is the promoter of the said project. The first Respondent launched the above-said Project with 63 villas along with common areas, amenities, and facilities in a gated colony in the land admeasuring a total extent of 154.25 Ares owned by the 4th Respondent. The Complainant came to know about the project through the advertisements published by the 1st Respondent and the complainant was approached by Respondents 2 & 3 and was told that the 1st Respondent and the 4th Respondent had entered into an agreement dated 24th September 2018 for the development of land belonging to the 4th Respondent. As per the terms of the agreement the land owner would execute the sale deed in favour of the purchaser and thereafter the builder would construct the villa in two floors with the common facilities and amenities for a total consideration of Rs. 40,00,000/-. The Complainant agreed to purchase 3.09 cents of land marked as plot No. 26 and the villa to be constructed with an area of 1140 sq. ft for a total sum of Rs. 39,49,000/- and paid the token advance of Rs. 10,000/-. Later on the balance booking charges of Rs. 90,000/- was paid by Complainant's mother by way of cheque. An allotment agreement dated 25/02/2019 was executed between the 2nd respondent and the Complainant. As per the payment schedule an amount of Rs. 2,82,029.50/- was paid on 25.02.2019, the date on which the



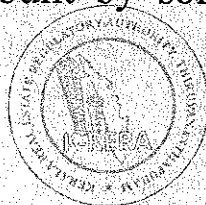
allotment letter was entered into. Rs. 71,900/- was also paid towards registration charges for the sale deed and the sale deed was executed in favour of the Complainant by receiving the entire sale consideration of Rs. 6,18,000/- as fixed by the Respondents as promoters. As per the construction agreement, the builder has undertaken to complete the construction of the villa described in the agreement as schedule C within 12 months from the date of execution of the registered sale deed with a grace period of six months.

2. The Complainant submitted that he had also availed a housing loan for an amount of Rs. 30,29,900/- with an interest of Rs. 7.25% p.a for the purpose of purchasing the villa. As per the Complainant, the foundation work was started only in March 2020, one year after the execution of the construction agreement and sale deed. An amount of Rs. 3,00,000/- was transferred from the bank before the completion of foundation work and the foundation work was completed in July 2020. The stipulated period plus grace period was already over by then and even after the elapse of two years, the structure of the ground floor was not finished and the same was finished by March 2021. An amount of Rs 1,97,450/- was transferred to the builder at the time of finishing the work up to lintel as per the payment schedule. Thereafter, on 02.02.2021, the staff of the 1st Respondent contacted the complainant through mail and requested to check the attached



sketch and mark any modifications required and the Complainant had discussions with the staff through phone and a detailed mail was sent on 04.02.2021 regarding the modifications required. The modifications were regarding the entrance to the attached toilet in the ground floor, the interchange of positions of sink and fridge in the kitchen and also a slab and sink arrangement in the work area. After further discussions with another staff, a few more changes like extending the first-floor terrace, removing the wash basin from the dining room, changes in electrical points including a geyser point in the toilet and additional sockets on the first floor, and using sink without a drain board were required. All the modifications were finalized on 15.02.2021 and the staff informed that it will cost extra and will be adjusted or added with the final payment settlement.

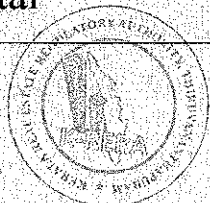
3. The Complainant further submitted that he visited the site in March first week 2021 at time of slab casting of the ground floor and was shocked to see that there were so many violations of the agreed terms in the contract and also so many unauthenticated variations in the construction, the materials used and also departure from providing the agreed amenities could be identified on-site visit. It was also seen that the concrete slabs were dry and wetting was not done properly, due to which cracks developed in the roof of the first floor. As undertaken by the builder, walls were not built by solid concrete blocks, instead



hollow blocks were used. The materials used did not meet the quality promised in the agreement for the construction and the specifications shown by the brochures. The structure was defective and lacks the required level of quality. The site engineer present was not at all aware of the modifications discussed or finalized with the 1st Respondent and he said that he did not get any instructions from the company. That apart retaining wall of the plot was only partly constructed. As per the Complainant, the Respondent had spent more than two years building the structural components of the first floor up to the lintel only and that too is defective and not according to the construction agreement and further modifications agreed by them.

4. Details of the payment in instalments made by the Complainant to the Respondent/promoter at various stages of construction as per Schedule C in the agreement is as follows:

Date	Particulars	Amount
12.08.2018	Token advance	Rs. 10,000/-
18.08.2018	Advance for booking	Rs, 90,000/-
25.02.2019	Construction agreement	Rs. 2,82,029.50/-
25.02.2019	Registration charges	Rs. 71,900/-
27.02.2019	Sale consideration	Rs. 6,18,000/-
22.07.2020	Foundation work	Rs. 3,00,000/-
13.02.2021	First Floor lintel	Rs. 1,97,450/-
	Total	Rs. 15,69,379.50/-



5. The project can be considered completed only when the construction of the villa, common roads, other common amenities, and facilities are completed as per the agreement and also on conveying the common areas to the Owners Association by the 4th Respondent. The Respondents have not initiated to form the association until now or even disclosed the details of other allottees. As per the Complainant, there is no possibility of completing the project in the near future. The Complainant did not get the villa or the common facilities constructed as per the contract between parties that too even after a delay of more than two and half years, the great loss is incurred to the Complainant financially and otherwise. The Respondent have also defaulted in registering the ongoing project before the Authority as mandated by the Act, 2016 and Rules, 2018. The conduct hitherto by respondents had been patently shady and detrimental to the interests of the Complainant and hence decided to foreclose the agreement and withdraw from the same. Due to the negligence and failure on the part of the Respondents to complete the villa project in time in accordance with the terms of the construction agreement and in compliance with the promises made in the advertisement and the brochures used by them to fraudulently induce potential customers to fall prey to their illegal intention of making unlawful gain cashing on the trust and belief of the customers, the applicant intends to withdraw from the project and the Respondents are entitled to do so as per



section 12 and 18(1) (a) of the Act,2016. The intention to withdraw from the project was communicated to the Sales Manager of the first Respondent through E-mail as early as March 9th 2021 and demanded a refund of the amount he had already invested in the project. But the Complainant didn't get any reply from the Respondents until now. The Complainant is entitled to get a refund of the entire amount of Rs. 8,79,479.50/- which he had invested in the project over and above Rs. 6,18,000/- paid to the 4th Respondent through the 2nd Respondent as sale consideration and also Rs. 71,900/-paid as registration charges for the sale deed. He is also entitled to get interest @ 9.25% p.a on the aforesaid amount as per rule 18(1) of the Rules,2018. The amount invested towards the construction cost together with an interest rate of 9.25% on such sums from the respective dates of payment, comes to a sum of Rs. 10,31,344.43/-. The Complainant is ready to reconvey the land to the Respondents on refund of the entire sale consideration of Rs. 6,18,000/- and the Respondents have to bear the stamp duty, registration charges, and other expenses for the same. The relief sought by the Complainant is

- i) To pass an order declaring that the Complainant is entitled to withdraw from the agreement entered into on 29/02/2019 with the respondents and is justified in doing so and the Respondent is liable to return a total sum of Rs. 10,31,344.43/- towards refund of the amount actually paid by the Complainant for the



purchase of land and villa with interest on such sums at 9.25% p.a from the respective date of payment till 17/11/2021 being the date of filing and also together with future interest at the rate of 9.25% p.a from the date of this Complaint till actual payment.

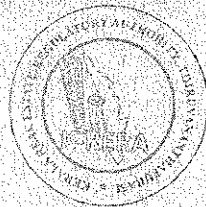
- ii) To pass an order directing the Respondents generally and the 4th Respondent, in particular, to return the entire sale consideration of Rs. 6,18,000/- on re-conveyancing the 3.09 cents of land in the name of the 4th Respondent or to his nominees and to bear the stamp duty and the registration charges of such re-conveyancing.
- iii) To take cognizance of the violations committed by the Respondents of the provisions mandated by the Act,2016 and Rules,2018 and to impose punishments to Respondents under sections 59 and 60 of the Act and as the Authority deems fit.
- iv) To order cost of the proceedings from the Respondent and their personal assets.

6. The Respondent filed counter statement and submitted that the project named Clair City situated in vattakarikkakom, Powdikonam and the land owned by Shri Balachandran obtained title over a total extent of 154.25 ares of property in Block No. 32 of Vattapara village, Nedumangad Taluk, Thiruvananthapuram and entitled a development permit No. A4/4574/2018 dated 14/02/2019 from Vembayam Grama



Panchayat, Thiruvananthapuram. The land owner Shri. Balachandran and Sanjudas N S engaged in a mutual understanding that the land will be developed into 63 plots with roads and amenities. The Respondent submitted that as a contractor they are responsible only for developing lands and if required they can construct the individual villas for the respective buyers registered by the land owner. The Complainant purchased 3.09 cents out of total extent of 154.25 ares of property in Block No. 32 of Vattapara village, Nedumangad, Thiruvananthapuram from Sri. Balachandran and the Respondent started the construction of individual houses. The Complainant has availed a housing loan from SBI and the foundation works of the building finished on July 2020 stage payment was disbursed from the band by the consent of the Complainant. During the pandemic, the Respondents were not able to continue the work and the Complainant was well aware of it. On February 2021 the Respondent completed First Floor Lintel and stage payment were disbursed from Band by the consent of the Complainant the first-floor slab work was completed, but the Complainant failed to make the payment due to some concern regarding the work. Later, all the concerns were rectified, then also the payment was not made and the Complainant had also tried to sell the said land through brokers.

7. After hearing the counsel for the Complainant and the 2nd Respondent who is the Managing Director of the 1st



Respondent on 06/12/2022, the case was posted for orders to 21/12/2022. On 21/12/2022, the order was pronounced in the presence of the 1st Respondent's representative. The Authority had come to the conclusion that the Complainant is entitled to withdraw from the project and the Respondent shall return the amount received against the villa and the land on which it was constructed. The above conclusion was arrived at, based on the documents produced by the Complainant and submissions of the Respondent.

8. The documents produced by the Complainant are marked as A1 to A6. The documents produced by the Respondent are marked as B1. **Exhibit A1** is the allotment agreement dated 25/02/2019 entered into between the Complainant and the 1st Respondent represented by the 2nd Respondent for constructing a villa bearing V26 in the project developed and constructed by the 1st respondent. As per the agreement, the 1st Respondent had formulated a Real Estate Project by name and style "Sanroyal Clair City" consisting of 63 villas and including the properties of the common area, the development works all improvements and structures thereon carriages and all easements, rights, and appurtenances belonging thereto, inclusive of definite boundaries by way of compound wall on all sides. As per the agreement dated 24/09/2018, entered into with the 1st Respondent and the 4th Respondent, the 4th Respondent is to execute the sale deed for which the 1st Respondent had entered into an agreement with the



Complainant to sell the interest of land in the A schedule property referred to in the agreement. It is stated in the agreement that the 1st Respondent is at liberty to find suitable purchasers/buyers and negotiate and fix any price/consideration, settle terms with the intending purchaser and enter into agreements.

9. It is understood from the agreement that the Complainant who was desirous of owning a villa in the above said Real Estate Project had inspected all the title deeds and other relevant records and had agreed to purchase 3.09 cents of land marked as plot No. 26 which is referred to in the B schedule attached to the agreement. It was further agreed by the 1st Respondent to construct the villa bearing No. V26 with a super built-up area of 1140 sq.ft in the said Real Estate Project referred to in the C schedule together with undivided right in the common areas. The 1st Respondent agreed to obtain building permit, environmental permission etc from the competent authorities after the purchase of the land from the 4th Respondent.

10. The estimated cost of the villa was stated as Rs.39,49,000/- and the same was payable to the 1st Respondent as per the terms of the agreement and, this included the cost of 3.09 cents of land, the cost involved in developing the land, and construction of the villa, and enjoyment of the other common amenities and facilities to be provided in the above real estate project. The time of completion was stated as 12 months from the



date of execution of the registered sale deed/ building permit and further with a grace period of 6 months. The common amenities as specified and detailed in Annexure A1 in the agreement were also to be handed over to the Complainant within 6 months from the date of completion of the entire project. The entire project with the special amenities as specified in clause 6.4 and detailed in Schedule A Annexure A1 attached to the agreement was to be handed over to the Complainant within 36 months from the date of the agreement. The date of the agreement was 25/02/2019 and as such the handing over was expected by 25/02/2022. The payment schedule as given in the agreement and payment made is detailed below.

Payment schedule

SL No	Particulars	%	Amount to be paid	Amount paid
1	Booking	-	1,00,000	1,00,000
2	Allotment Agreement less Booking Amount	25%	8,87,250	282029.50
3	Registration of sale deed	15%	592350	689900
4	Foundation completion.	15%	592350	300000
5	First-floor lintel.	5%	197450	197450
6	Completion of first-floor slab casting.	7%	276430	



7	Second floor Lintel	5%	197450	
8	Completion of second-floor slab casting.	7%	276430	
9	Completion of plastering.	5%	197450	
10.	Completion of plumbing and painting.	6%	236940	
11.	Completion of flooring.	5%	197450	
12.	Completion of sanitary fixing.	3%	118470	
13.	Handing over	2%	78980	
14.	Total	100	3949000	

11. It is evident from the above that the entire payment including cost of land was part of the agreement (Exhibit A1). **Exhibit A2** is the sale deed registered as Document No 430 of 2019 dated 27/02/2019 produced by the Complainant. As per the sale deed, the property having an extent of 1.25 Ares(3.09 cents) was transferred to the complainant by the 4th respondent. This forms part of the total extent of 154.25 Ares within the boundary, which is marked as Plot No. 26 in the layout Plan No. A4-BA (34009)2019, dated 08/02/2019 of Vembayam Grama Panchayat, which is shown as plan 'A' and the measurement and boundary is shown as plan 'B' which was attached to the Sale deed.



12. It is seen from the various email correspondence produced by the Complainant and marked as **Exhibit A3** that the Complainant had requested for modification of the villa from 02/02/2021 to 15/02/2021. It is observed from the email dated 02/03/2021, that the above modifications required were not conveyed to the site engineer, and that the site engineer did not receive any instructions regarding changes from the 1st Respondent. From the email dated 09/03/2021, it is revealed that there was a discussion between the representative of the 1st Respondent and the Complainant wherein the Complainant had expressed his intention in withdrawing from the project after hitting hindrances in the progress of the work. It is further stated that it was agreed to return Rs. 14,97,500/- the amount invested by the Complainant. **Exhibit B1** is the email correspondence produced by the 1st Respondent on 06/12/2022 and in this, it is admitted that the 1st Respondent is ready to purchase the 3.09 cents of land in which the villa is constructed, on certain terms and conditions.

13. The 1st respondent was directed to register the project under Section 3 of the Act, 2016 on 21/06/2022. After failing to comply with the order issued under sec 59(1) and continued violations of the provisions of Sec. 3, the respondent was directed to appear before the Authority to explain why proceedings under Section 59(2) shall not be initiated against him. Accordingly, on 06/12/2022, the respondent appeared and after that, the

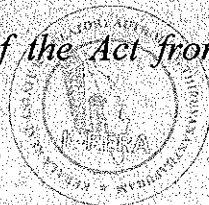


respondent submitted the application for registration on 20/12/2022. From the documents uploaded along with the application, it is seen that a Development permit was issued by the Vembayam Grama Panchayat numbered A4-BA (34009)2019 dated 16/07/2018. Though the Development permit was obtained on 16/07/2018, after the Kerala Real Estate (Regulations and Development) Rules were notified, and the sale of plots and villas commenced immediately thereafter, the 1st Respondent failed to register the project under Sec 3 of the Act, 2016. The application for registration of the project under Sec 3 was scrutinized and the respondent was directed to rectify all the defects on 24/12/2022, 26/12/2022 & 21/01/2023. Though the respondent has not complied with the directions to rectify the application, this Authority has concluded that the Project undertaken by the Respondent is a Real Estate Villa project registrable under Section 3 of the Act, 2016 and therefore the Complaint is maintainable before this Authority and all efforts by the respondent to delay passing of the order in the Complaint filed is seriously viewed.

14. From the above facts clarified through the documents produced including the agreement and the email correspondence, between the Complainant and the Respondents it can be concluded that the Real Estate Project "Sanroyal Clair City" is a Real Estate Villa Project and the completion date as promised to Complainant was 25/02/2022. The construction of the villa is



still not complete. The agreement dated 27/02/2019 is executed in violation of Sec 13(2) of the Act,2016 and the payment collected is in violation of Sec. 13(1) of the Act,2016. As per section 13(1) of the Act,2016 “(1), A promoter shall not accept a sum more than ten percent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.” As per section 13(2) of the Act,2016 “ (2) The agreement for sale referred to in subsection (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot, or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.” In the above circumstance, it is worthwhile to consider the judgment dated 14/07/2022 of the Hon’ble High Court of Kerala in MSA No. 4 of 2021, that states as follows: “Section 38 further provides about the powers of K-RERA to impose penalty or interest in regard to any contravention of obligation cast upon the promoters, allottees and real estate agents under the Act or Rules and Regulations. So, the above provisions under the Act also would speak in volumes about the power and authority of the K-RERA to resolve the issue when a complaint is preferred or suo moto in relation to the Act and Rules. So when it has come out there is express violation of the provisions of the Act from the part of the promoter in



receiving more than 10% of the sale value as advance without executing agreement by the promoter the Authority is well within its powers to resolve the issue when a Complaint is filed by an aggrieved allottee, to regulate and promote the Real Estate sector without again driving the allottee to civil court for redressal of the grievance to get the advance amount unauthorisedly received by the promoter.”

15. The facts and circumstances of the above appeal decided by the Hon'ble High court are briefly described as below- The Appellant had booked an apartment in July 2019 launched by the Respondent and paid an advance amount which was received by the Respondent before executing the agreement as provided in Sec 13 of the Act,2016. However, in October 2019 the promoter requested the appellant to make payment of the amount required for registration of the sale agreement. The appellant requested by letter to cancel the booking of the apartment on personal grounds and requested the promoter to return the advance amount. The promoter refused to refund the amount and the appellant approached K-RERA claiming advance payment with interest and compensation. The Appellant had also filed the complaint before the Adjudicating Officer claiming the advance amount with interest and compensation. The Adjudicating Officer dismissed the complaint and the appellant approached the Kerala Real Estate Appellate Tribunal. Dismissal of the appellant's application by the learned adjudicating officer was confirmed without prejudice to the right of the appellant to approach the



appropriate forum for the reliefs. When the matter came up for admission before the Hon'ble High Court, the following substantial question of law has been formulated

- i. Whether Clause 21 of Annexure A of Kerala Real Estate (Regulation and Development) Rules, 2018 forms part of the Rules since the same is included as part of the statutory form of the agreement for sale.
 - ii. Whether Clause 21 has to be treated as a mandatory Rule especially in view of the note attached to Annexure A Form.
 - iii. Whether the term "in accordance with the terms of agreement of sale" as used in several provisions of the Act refers to the terms and conditions contained in Annexure A to the Kerala Real Estate (Regulation and Development) Rules, 2018?"
 - iv. Promoter on violating the express provisions under section 13(1) of the Act whether can deny the benefit under the proviso to section 11(5) of the Act to the allottee?
16. The Hon'ble High Court referred to the maxim "nullus commodum capere potest de injuria sua propria meaning no man can take advantage of his own wrong." and came to the conclusion that since the appellant himself had withdrawn from the project there is no scope for adjudging the relief of compensation and interest as per Section 12, 14, 18 and 19 of the Act. Section 35 deals with the powers of K-RERA and the Hon'ble High court had



concluded that K-RERA have the same power as vested in a civil court under the Code of Civil Procedure, 1908 while trying a suit with respect to discovery and production of books of accounts and other documents at such place and at such time and summoning and enforcing the attendance of persons and examining witnesses etc. and Section 37 further provides that K-RERA for the purpose of discharging its functions under the provisions of Act or Rules or Regulations can issue directions from time to time to promoters, allottees or real estate agents and such direction shall be binding on all concerned. It was also stated that Real Estate (Regulation & Development) Act, 2016 is beneficial legislation intending to safeguard the interest of the consumers as well as promoters by imposing certain responsibilities on both. So, bearing in mind the great objectives with which the Act has been promulgated if at all it could not redress the grievance of consumers like the appellant the very purpose of the Act would become otiose.

17. Here, in this Complaint, in the counter statement filed by the 1st Respondent, it is admitted that the 4th Respondent and the 2nd respondent had entered into a mutual understanding to develop the land having an extent of 154.25 Ares of property under permit A4/4574/2018, dated 14/02/2019 of Vembayam Grama Panchayat. Though it was contented that the 1st Respondent is responsible only for developing lands and if required constructing individual villas for the respective buyers who had



purchased land from the 4th Respondent, the agreement (Exhibit A1) conclusively proves that the first respondent is the promoter who had developed the land and was authorized to enter into agreements with allottees. The relevant aspects in the agreement are explained above and it is found that the 1st Respondent is the promoter of the Real Estate Project “Sanroyal Clair City”.

18. **Exhibit A3** mail communication dated 09/03/2021 shows that the Complainant had intimated the respondent about his intention to withdraw from the project after hitting hindrances in the progress of the work. This is definitely attributable to the delay on the part of the Respondent in executing the project as promised in the agreement.

19. Taking into consideration, the facts and circumstance of the Complaint and the directions of the Hon’ble High Court, this Authority invoking section 37 of the Act,2016, hereby directs as follows:

- i. The Respondents shall pay the amount of Rs. 10,31,344.43/- received from the Complainant with interest @ 9.25 % as claimed by the Complainant from the date of demand through email dated 09/03/2021 (Exhibit A3) to the date of disbursement, within 60 days from the date of receipt of this order.



- ii. The Complainant shall transfer the scheduled property described in the sale deed registered as document no 430 of 2019 dated 27/02/2019 (Exhibit A2) to the 1st Respondent or his nominees within 15 days upon receipt of the amount as stated above at the rates mentioned in the sale deed (Exhibit A2) or the fair value whichever is higher from the Respondents.
- iii. If the Respondents fail to pay the aforesaid sum with interest as directed above, within a period of 60 days from the date of receipt of this order, the Complainants are at liberty to recover the aforesaid sum from the Respondents and their assets by executing this order in accordance with Section 40 (1) of the Real Estate (Regulation & Development) Act and Rules.


Sd/-

Sri M P Mathews
Member

Sd/-

Sri. P H Kurian
Chairman

/True Copy/Forwarded By/Order/


Secretary (Legal)

APPENDIX**Documents produced by the Complainants**

1. Exhibit A1- True copy of the allotment agreement dated 25/02/2019.
2. Exhibit A2- True copy of the sale deed dated 27/02/2019.
3. Exhibit A3- True copies of the e-mail communications between the applicant and the 1st Respondent. (18 pages)
4. Exhibit A4- True copies of the receipts of payments and bank statements showing payments to the Respondent.
5. Exhibit A5- True copies of brochures.
6. Exhibit A6- Detailed calculation statement of the claim.

Documents produced by the Rsepondent

7. Exhibit B1- True copy of the email communication between the Respondent and the Complainant.

