



**KERALA REAL ESTATE REGULATORY AUTHORITY
THIRUVANANTHAPURAM**

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

**Complaints No. 12/2019, 13/2019, 14/2019, 15/2019, 16/2019,
17/2019, 18/2019, 19/2019, 20/2019, 21/2019, 22/2019, 23/2019,
24/2019, 25/2019, 26/2019, 27/2019, 28/2019, 29/2019, 30/2019,
31/2019, 32/2019, 33/2019, 34/2019, 1/2020, 2/2020, 3/2020,
4/2020, 113/2020.**

Dated 18th September, 2023.

Complainants

1. Sri. M N Sunil Kumar, : Complaint No. 12/2019
Mambrapilly Mana,
Annamanada P.O Chalakudy -680741
2. Sri. Kumar Das, : Complaint No. 13/2019
Ramaneyam, TC -8/853-4 Tirumala,
Thiruvananthapuram- 695006
3. Sri. V Suresh Kumar, : Complaint No. 14/2019
Suramana, SPRA 405,
Sreepadmam Line,
Nettayam P.O
Thiruvananthapuram- 695013



4. Sri. T.S Sankar, : Complaint No: 15/2019
Sbha Nivas, TCR 106/1
Sreevaraham,
Thiruvananthapuram- 690 009
5. Smt. Raja Lakshmi Haridas, : Complaint No:16/2019
Nellickal, Edavetty P.O
Thodupuzha- 685 588
6. Sri. Shameer : Complaint No:17/2019
Flat No. 608, Al Khathir Building A-Block
AL Nahda Sharjah, UAE
residing at Karuppam veettil, Iringapuram P.O
Guruvayur, Thrissur- 680 103
7. Sri. Raja Mohanan, : Complaint No:18/2019
Ranjana, Pallickal P.O,
Malappuram- 676 517
8. Smt. M.V Indira, : Complaint No. 19/2019
Sreelekshmi,
Muthukurisi, Elamkulam P.O
Malappuram- 679340
9. Sri. M.O Vinod, : Complaint No:20/2019
Ozhukil, Nelluvaya P.O,
Thrissur- 680584
10. Sri. Ajith, : Complaint No: 21/2019
Residing at TC 21/1289, "Samgam",
Nedumcand P.O
Thiruvananthapuram. -695 002
11. Sri. Viswanathan K.V : Complaint No: 22/2019
KGRA-AG-2, Puthanpalli P.O,
Guruvayoor – 680 103
Represented by Power of Attorney Holder

Sri. Sankar Narayanan
Sreelekshmi, Muthukurisi,
Elamkulam P.O
Malappuram- 679340

12. Sri. K Narendran, : Complaint No: 23/2019
Kelamkandoth House,
Guruvayur P.O,
Thrissur- 680 101
13. Sri.Vijayan Menon, : Complaint No: 24/2019
Pattathil Puthenpura House,
Annakara, Thrissur- 680 508
14. Smt. Daya Radhakrishnan : Complaint No: 25/2019
Kezhukuttu House, Chemmanoor P.O,
Kanippayyur, Thrissur – 680 517
15. Sri. Balachandran Pillai T.B, : Complaint No: 26/2019
Easwara, Swadeshabhmani Nagar,
Neyyattinkara P.O
Thiruvananthapuram – 695 121
16. Smt. C.V Jessy, : Complaint No: 27/2019
Manjali, Chavakadu,
Guruvayur, Thrissur – 680 506
17. Sri K.C Sasikumar : Complaint No: 28/2019
Anagha, Nharangat,
Olakkara P.O Tiruranga di,
Malappuram – 676306
18. Smt. Sheeja A.K : Complaint No: 29/2019
Anjali Nathencode,
Kowdiar P.O,
Thiruvananthapuram – 695 003



19. Smt. Lakshmi Menon : Complaint No: 30/2019
 Pattathil Puthenpura House,
 Annakkara, Thrissur- 680 508
 Represented by Power of Attorney Holder
 Sri Vijaya Menon,
 Pattathil Puthenpura House,
 Annakkara, Thrissur- 680 508
20. Smt Lakshmi P : Complaint No: 31/2019
 TC 40/95, Onnam Puthentheruvu,
 Manacaud P.O Thiruvananthapuram – 695 009
21. Sri Subash M : Complaint No:32/2019
 Mannarathu House, Guruvayoor P.O
 Thrissur – 680 101
22. Dr. Vasudevan, : Complaint No:33/2019
 Vaidhayamadham Mana,
 Muzhathoor, Thrithala P.O
 Palakkad – 679 534
- 23 Sri. Ranganath, : Complaint No: 34/2019
 Geevan Prakash, NES School Marg Bhattipada,
 Bhandeep West, Mumbai – 400078
 Represented by his power of Attorney Holder
 V.K Sanal Kumar,
 Shanmuga Vilasom, Vaikkatillam,
 Nedumpuram P.O Thiruvalla, Pathanamthitta – 689 110
- 24 Sri Raja Gopalan Nair : Complaint No: 1/2020
 Flat No. G-603
 6TH Floor, Santhi Complex,
 Saki Vihar Road,
 Thunga Village, Powai, Andheri (East),
 Mumbai- 400 072



25 Sri. Mannil Sankunni Nair, : Complaint No:2/2020
Flat No. 402, A-6
Kachnar Block, Aakriti,
Ecocity, Bhopal, Madhya Pradesh- 462 001

26. Smt. Leshitha Harikumar, : Complaint No:3/2020
Puthiyara P.O Kozhikode- 673 004
Represented by Power of Attorney Holder
Sri. K. Harikumar,
S/o Somasundharan, Kidson,
Puthiyara P.O Kozhikode- 673 004

27 Sri Santhosh Kumar, : Complaint No: 4/2020
Residing at HQ CWE (Navy)
Vasco Da Gama, Goa- 403 802

28 Sri. Santhosh M, represented by : Complaint No: 113/2020
Power of Attorney Holder Sri. M Subash,
Mannarathu House,
Guruvayoor P.O ,

[By Adv. Vijulal]

Respondents

1. Kerala Gramam Properties,
Lakshmi Homes, Near Lion's Club,
Mavinchuvadu, Thaikkad P.O,
Guruvayoor – 680104
2. Sri. R.P Najeeb
Managing Partner of Kerala Gramam Properties
VI/123A, Rayammarakkarveetil Puthenpurayil House,
Engandiyur Amsom Desom,
Chavakadu Taluk- 680 101



3. Sri Fizal Babu
Managing Partner
II/592B, Valiyakath Nettyamparambil House,
Vadakkekkad amsom Desom,
Vadakkekkadu P.O, Pin- 679562
4. Sri. Fiyaz Thanveer,
Managing Partner,
Kerala Gramam Properties,
IX/87, Rayammarakkarveetil House,
Guruvayoor Amsom,
Karakkaddesom, Chavakkadu- 680 101

[By Adv. Nasarudeen]

The above Complaints came up for direct hearing on 10-05-2023. One of the Complainants and the President of the Allottees Association Sri. Kumar Das and their Counsel and the Counsel for Respondents attended in person.

ORDER

1. As the above Complaints are related to the same project developed by the same Promoters, the cause of action and the reliefs sought for in all the Complaints are one and the same, these Complaints are clubbed and taken up together for joint hearing for passing a common order, as provided under Regulation 6 (6) of Kerala Real Estate Regulatory Authority (General) Regulations, 2020. One Mr. Bino Gopinath, one of the partners of the 1st Respondent Firm, who was arrayed as 2nd Respondent in the



original complaints, has been expired during the course of hearing and subsequently his name was deleted from party array, as per the request of the parties.

2. The Complainants in the above Complaints are allottees of the real estate project "Kerala Gramam Properties" at Iringapram village, near Guruvayoor, Chavakkad Taluk, Trissur District and the Respondents are the promoters of the said project. The facts of all the complaints are similar and for the sake of brevity, facts in Complaint No. 12/2019 is reproduced here below: The Respondents were the title holders of 113 cents of land in Resurvey Np 198/1-A3, 198/5 of irinjappuram amsom near Guruvayoor and the offered apartments/duplex villas/villas in the said property with special amenities of round the clock security beautiful ethnic natural pond, ample car parking are, sufficient open area and conveyance vehicle shuttling daily twice to Guruvayoor temple and further amenities like passenger lift, standby generator, fire-fighting system, sewage/drainage system. Landscaped garden and recreation area. Hence the Complainants purchased undivided share including apartments/duplex villas/villas by virtue of agreements and sale deeds separately executed by the Respondents in favour of the Complainants. Actual sale consideration was hided and a slashed down consideration was shown in the sale deed. The Complainants entered in to agreement for sale dated 30-05-2011 and as per clause 7 of the said agreement, construction of the particular apartment



would be completed and delivered before 31-12-2011 unless extended by mutual consensus. Further clause 19 of the agreement stated that the builder shall strictly abide by the plan drawing and design approved by the Authorities. As per payment schedule in Schedule D, the total consideration Rs. 9,22,825/- and the sale deed was executed and entire amount was paid. However, the completion of the project protracted for years together in breach of agreed period. Finally, skeleton structure of the project was only completed for name's sake, with accessories low quality. The interior works not completed and the local Authority did not issue completion certificate which precluded in getting electricity connection and assigning building number. The Complainants were constrained to take possession of the uncompleted apartment as there is no move to complete the apartment and a threat of disconnection of temporary connection of electricity. The amenities as per brochure were not made available and the pond constructed at the entrance had become a nuisance, the compound wall separating the project with road were not constructed, the pond became a meeting point of anti-social elements, open bathing a major nuisance, the presence of anti-social elements hindered peace and tranquility and harmony of the project. The Complainant purchased apartment after selling all their belongings to lead a pious life during last days of life, near Guruvayoor temple and the Complainants had taken loan from the bank for purchasing the apartment. The Complainants and other similarly placed persons



sent a registered legal notice dated 30-06-2016 to the Respondents for their failure to complete the project and for not providing the common amenities offered in the brochure, calling up on to complete the villas and apartments agreed up on and to obtain completion certificate, but the Respondents had not responded to the legal notice. The Respondents deviated from approved plan, by which the Complainants were deprived of completion certificate, so as to get electricity connection etc. The project started in the year 2008. The Reliefs sought are as follows: i) to direct the Respondents to develop and complete the project as per brochure and as sanctioned by competent local authorities, within such time fixed by this Authority and ii) to pass such other relief for the redressal of the grievances of the Complainant as contemplated under the Real Estate (Development and Regulation) Act, 2016. The Complainants approached the Authority with the Judgement of Hon'ble High Court of Kerala as per Judgement in WP(C) No. 20582 of 2019 directing this Authority to take up the Complaints against the Respondents filed by the Complainants No 2,4,5,10 and 21 and dispose of the same in accordance with law.

3. The Respondents 1 to 5 filed objection denying the allegations and stating that the completion of the flat had already been over before 2014 and sale deeds had been executed before 2015. The completion certificates were ready with the Respondents but they did not collect it. The Complainants did not form the association despite request by the Respondents. All the



flats were having electricity and water connection before 2015, the Municipality had already issued building number and they were affixed on the flats and villas, some flats are occupied and some are not occupied as they are out of station. The pond was constructed by spending Rs. 15 lakhs and children from outside used the pond and some occupants lodged police complaint and thereafter charcoal oil was poured in the pond by occupants to prevent outside children from making use of the same. There is no ongoing construction and the period of permit already expired and no construction can be made. Since all construction were completed by 2014 and sale deeds were executed and handed over before 12-08-2015 and the last sale deed was executed on 11-08-2015, and no complaint was made till 2019 and the complaints were willfully made after the commencement of the Act, the Complaint would not be sustainable and no registration is required. A site visit would suffice to come to a conclusion that the case of the Complainants is fallible. The Complainants got ration cards and gas connection in their names after obtaining relevant certificates from the local authority. No low-quality materials were used for construction of the apartments and the special amenities offered were made available to the allottees. No passenger lift was mentioned in the approved plan. Generator system including supply system is available in the apartment. No breach of contract and no delay was caused in any manner as alleged. All the amenities were made out by the respondents and are not



maintained by the Association. The Respondents prayed to dismiss the complaints.

4. On 26-02-2020, the Respondents submitted one occupancy certificate dated 03-02-2018 but the Complainants raised some doubts regarding the genuineness of the said occupancy certificate. The Authority on the same day had directed to conduct a joint meeting of all allottees and the Respondents on 22-03-2020 at the project site in the presence of Counsels of both parties and submit a detailed report regarding the current status of the project, works to be completed as committed to the Complainants and the time period within which the whole project could be completed and the 2nd Respondent was directed to take initiative and to co-ordinate the meeting. In the hearing on 23-09-2020, it was noted seriously by the Authority that the 2nd Respondent took no initiative to arrange such a meeting and submit report before the Authority. An IA 1/2020 was filed by Complainant in Complaint No. 15/2019 to for ordering attachment of unsold units in the project. The Authority on 23-09-2020 had directed the Respondents to register the project u/s 3 of the Real Estate (Regulation and Development) Act, 2016 [herein after referred to as 'the Act, 2016'] and the Respondents were also directed strictly to comply with the previous direction on 26-02-2020. An IA 21/2020 had again been filed by the Complainant for ordering attachment of unsold units in the project. The Respondents informed their difficulty to raise funds for completion



of project, in case of attaching the unsold units. The Authority on 28-10-2020 advised the Complainants not to pursue attachment of the unsold units as it may affect the completion of the whole project. As per previous direction, a meeting was convened at the project site and report had been submitted by the Respondents stating that meeting was held on 11-10-2020, but the minutes of meeting had not been produced by the Respondents. In the report it was submitted that the pending works would commence on 01-11-2020 and which would be completed by 28-02-2021. The Authority granted 15 days' time for submitting the minutes of the meeting including the details of current status of the project, list of works to be completed, amount required for completion, funds to be received from the unsold units and the time period within which the whole project could be completed.

5. When the case was heard on 16-11-2020, the Respondents had requested four months period for the completion of the project in all respects and handing over it to the allottees. The Complainants also agreed to wait for that period, subject to conditions being imposed by this Authority. Hence, by treating Complaint No. 12/2019, as leading case, the Authority issued following directions to the Respondents.

“(1) The Respondents shall enable the formation of proper Association of allottees and register it in accordance with the law and the Respondents shall complete and hand over, the project ‘Kerala Gramam’ with all the sanctions / approvals required to be



received from the Authorities concerned, all the amenities and facilities as offered to the allottees and complete registrations of sale deeds, if any, related to individual units to buyers and common area to the Association, within 4(four) months from the date of this order.

(2) The Association shall monitor the progress of works and make sure that it is being carried out by the Respondent without fail Association can approach this Authority. In the event of any non-compliance of this order by the Respondent, this Authority shall initiate severe penal actions as provided under the Act.”

6. Thereafter, the Respondents filed a compliance report dated 24-02-2021, in furtherance of the Common Order dated 16-11-2020, stating that the Respondents have had completed the entire works undertaken, within the time frame fixed by the Authority and the Respondents send registered notices to the Complainants and convened a meeting on 14-02-2021 and intimated that the works undertaken had been completed as per the order of the Authority and that Residents Association to be formed, but the Complainants were reluctant to form an association, they did not seem to be inclined in having the matter amicably settled once for all, they even refrained from signing the minutes. It was also submitted that the Respondents were being placed in a helpless position by these activities of the Complainants and expressed their willingness to attend for any meeting convened by the Complainants for the formation of Association. The Respondents



also alleged that the Complainants had malafide intention to procure any compensation under the guise of not convening a meeting and to put the Respondents in dire straits. The Respondents requested the Authority to dismiss the Complaints as the Respondents had carried out the directions of the Authority dated 16-11-2020 and also requested for a direction to the Complainants to form Association of allottees.

7. The copy of the compliance report was served to the Complainants who filed objection dated 16-07-2021 stating that there is no legal or factual impediment in forming the association but the Respondents are not taking steps to form association. They submitted that none of the common amenities and special amenities had been provided. The common amenities such as standby generator, firefighting system, proper swage/ drainage system, land scape garden, special amenities as round the clock security, beautiful ethnic natural pond ample car parking, sufficient open area tiled path way are yet to be completed. Further, the building permit was granted by the Pookkode Grama Panchayath on the condition that the project should not violate the Kerala Municipality Building Rules, 1999 and also to provide sewage treatment plant, proper arrangement for surface water drainage solid waste treatment and rain water harvesting, children play area car parking for each villas/apartment are to be provided. As the Respondents had not complied the specifications, the Panchayath had not issued completion certificate and the compliance report



submitted by the Respondents are only an eye wash with not even name's sake compliance of the undertaking given before the Authority. Hence, the Complainants filed I.A. No. 112/2021, with request for the appointment of an Advocate Commissioner to conduct site inspection and report.

8. The Authority on 10-09-2021, made it clear that an association of allottees to be formed for which the promoter had to enable them for its formation and it is the duty of every allottee to participate in it and for the formation of the association ownership transfer is not necessary. The Authority by allowing the IA No. 112/2021 appointed an Advocate Commissioner to inspect the project site and to submit detailed report on present status of the whole project and in the meanwhile, the Respondents were reminded to complete the work and to form an association of allottees. Consequently, the Advocate Commissioner inspected the site and submitted a detailed report on 08-11-2021, which is marked as **Exhibit X1**. The said Commission report reveals that the project is neither completed in all respects as promised to the allottees, nor handed over to the allottees so far and the project property is kept unmaintained due to the absence of an Association of Allottees. In the meantime, the Respondents/Promoters approached the Hon'ble High Court of Kerala challenging the maintainability of the above complaints before this Authority and as per the copy of Judgement in WP(C) No 19723 of 2021 dated 22.09.2021 of the Hon'ble High Court of Kerala, submitted by the Respondents, there was direction



to the Respondents/promoter in this case to file petition before the Authority raising the jurisdiction of the Authority to proceed with the complaints and the Authority will consider the same and pass appropriate order in accordance to law before proceeding with the complaint after hearing all the affected parties before passing final orders. An IA No 178/2021 dated 06-10-2021 was filed by Respondents with copy of the above Judgement of the Hon'ble High Court of Kerala, with prayer to close the Complaints holding that the Complaints are not maintainable.

9. When the commission report and I.A. 178/2021 filed by the Respondents to hear the maintainability with support of the order of the Hon'ble High Court taken up for hearing on 08.11.2021, only the counsel for the Respondent appeared and nobody appeared from the side of the Complainants. On the next hearing on 06.01.2022, the Complainants/allottees submitted IA No 286/2021 dated 02-12-2021 producing copy of Order of the Hon'ble High Court in W.A. No. 1443 of 2021 dated 19.11.2021, filed by them, in which the Hon'ble High Court stayed the above judgment dated 22.09.2021 obtained by the Respondents from the Hon'ble High Court. On subsequent hearings held on 07.03.2022 and 25.05.2022 the Complainants were absent and only the counsel for the Respondents attended. On 20.07.2022, the counsels for both parties attended. The counsel for the Complainants submitted that the stay they obtained on the order obtained by the Respondents from the Hon'ble High Court is still pending. During the hearing,



the Authority expressed its surprise and concern over such a motion from the part of the Complainants to obtain a stay on an order to decide the maintainability of the complaints before this Authority because it only helps to delay the process instead of affecting them adversely, in this case. Moreover, it was found even before passing the common order on 16.11.2020, that the complaints are well maintainable before this Authority after hearing the parties and perusing the copy of the Occupancy Certificate 03-02-2018 issued by the Guruvayoor Municipality and produced by the Respondents themselves and on that base, the common order was issued by the Authority on 16.11.2020.

10. Thereafter, vide Interim Order dated 20-07-2022, the Respondents were directed to call a meeting of all the allottees including the Complainants, at the project site immediately and discuss in detail all the pending issues with respect to completion and handing over the project in all respects as promised to the allottees and to submit the minutes of said meeting along with an affidavit showing the final date for completion of the project in all respects as promised to the allottees and handing over the common area to the Association of allottees, at least 2 days prior to the next posting date. The Respondents were also directed to complete the registration of the project within 2 weeks from the date of receipt of order. On 01-09-2022, both the parties attended the next hearing and the Respondent submitted an affidavit with copy of minutes of meeting of the allottees and promoters dated 21-08-



2022 in which, both parties agreed 12 items of common amenities for completion and submitted that it can be completed by 30-11-2022. In the hearing on 21-10-2022 also, the Respondents had undertaken that the whole works would be completed before 30-11-2022 and that the Registration of the project would be completed within 10 days. On 07-12-2022, Complainant pointed out the details of balance works to be completed by the Respondents, as per earlier Orders of the Authority. The Respondent submitted that all the balance works shall be completed within a week and all documents including consent from Pollution Control Board shall be handed over to the Association. During the hearing on 12-01-2023, the Counsel for the Complainants produced a copy of Order No BT1-11219/2019 dated 08-07-2021 from the Tahsildar Chavakkad, directing the Respondents/Promoters, to pay Rs 9,51,600/-(Rupees Nine Lakh Fifty One Thousand and Six Hundred only) as one-time tax for the residential building they constructed, wherein, it has been stated that the copies of individual agreements and documents, to prove that the villas were constructed by collecting amount from the individuals, were not produced by the promoters. The Respondents as per affidavit dated 5-12-2022 has submitted that the Respondents could not proceed to solve the issues regarding the payment of one-time tax because of non-co-operation from the association and submitted that all other works are completed as decided in the meeting with allottees association on 29-08-2022 but the association has refused to take charge of the common areas. The



Respondents are ready to hand over the common areas and sought direction to the Complainants to take over charge of common areas. The Complainants strongly objected the claim of the Respondents that all the works, as agreed in the joint meeting of the allottees and promoters, were completed. They further pointed out that the STP is not working. However, the Respondent/Promoter has produced copies of photographs along with affidavits in support of their claim. The Authority, vide order dated 12-01-2023, directed the Respondents/ Promoters, i) to solve the issue of one-time tax, by filing appeal before the RDO Trissur, with necessary documents, ii) to make sure that the STP of the project is working properly, with the help of an STP technician and show it to the satisfaction of the Complainants/Association and, iii) to complete all the works as per the conditions mentioned in the permit approved by the Local Authority, within three months and submit compliance report in the form of an affidavit before this Authority and it was also directed that one of the officers of the Authority should inspect the project site on 12-04-2023 and in whose presence, the handing over of the project to the Association should be done by the Respondents in the proper manner for which all the arrangements should be done by the Respondents/Promoters. Even though a Petition IA No. 119/2023 was submitted by the Complainants to implead the Association of allottees in the party array, it was found not necessary to have the association as a party for passing orders. The Association of allottees was formed on 22-06-2022 vide Registration No.



TSR/CA/72/2022 as per the direction of the Authority on 16-11-2020 & 10-09-2021 and it is seen that the office bearers of the Association are the Complainants herein.

11. The Registration of the project u/s 3 of the Act, 2016 was completed with registration No. K-RERA/PRJ/TSR/041/2023 dated 23-02-2023 with validity up to 24-02-2023.

12. When the matter came for hearing on 10-05-2023, the Complainants and their Counsel and the Counsel for Respondents attended directly in persons before the Authority. The parties informed that the Association of allottees has been registered. The Complainants and their Counsel alleged that the work is not yet completed and the issue of one-time tax with the taluk office, Chavakkad is not resolved by the Respondents as the due amount is not paid by the Respondents. The officers of the Authority visited the site on 12-04-2023 and submitted a report before the Authority which is marked as **Exhibit X2**. At the time of inspection, the Complainants and the Respondents and the Counsels of both parties were present. In the said report, it has been stated that the building and the surroundings are not maintained properly, the doors and windows and all other wood work are in dilapidated condition, debris from construction and wastes were dumped at the rear side of the buildings, leakage is found in many parts of the building, electrical, plumbing and sanitary fittings are found in damaged condition, electrical conduits are not properly laid in the



common areas of the building, electrical fittings are not working properly in many villas, electrical ducts are not properly covered, plastering of some villas is yet to be completed and a new sewage plant is installed. The officers also reported that according to the office bearers of the Association and members, the project consists of 62 units out of which 42 were sold out, there is no security system provided, car parking is not properly provided and demarcated, cable ducts inside the blocks are not properly covered, sewage treatment plant is not working properly, no other waste management system is provided, leakage from roof in electrical panel installed at the ground floor cause danger to human life, floor tiles are not properly laid, standby generator is not provided, plastering of some villas are yet to be completed, compound wall has been collapsed at many places, debris from construction are stacked in the rear side of the building, land scaping is not provided as promised in the agreement and due to the above defects, the association has not taken possession of the project from the promoters. After hearing both the parties and on perusal of the report of inspection, it is understood that the present untidy state of the project property is only due to lack of proper maintenance and it could be rectified after taking over of the property by the Association. It is also found that only 2 or 3 people are residing there. According to the parties, 20 units are unsold and under the ownership of the Promoters. So, the Promoters shall also be a member of the Association until the sale of last unit takes place and the Promoters are also liable to pay the



proportionate monthly maintenance charges in respect of the unsold units to the Association, as in the case of other allottees. The Counsel for the Complainant submitted that they will take over the project only if the Respondents assure that the remaining work will be completed by them. In response, the Counsel for the Respondents has undertaken that the works of the generator and other works will be completed and affidavit shall be filed by him before the Authority within one month and the STP is now working.

13. Thereafter, on 22-06-2023, the Respondent No. 5 submitted an affidavit stating that “in pursuance of the direction dated 10.05.2023, the present partners of the R1 firm handed over the Generator and the common area to the Secretary Mr. Haridas who is one among the complainants.” Photocopy of receipt dated 04-06-2023 is also attached in which it is stated that “in compliance of the order of the Authority, the Generator for common lighting requirements has been handed over today to Mr. Haridas”. As no proof of serving copy of the abovesaid affidavit and receipt is not submitted by the Respondents, and the Receipt produced is silent about handing over of common area of the project which is an important part of the direction, we have decided to issue further directions as follows:

1) The Respondents/Promoters shall complete the pending works in the project with all the installations and equipment in working conditions and hand over the common area to the Association of allottees formally, along with all the



documents pertaining to the project and get it acknowledged by the office bearers of the Association in the proper manner within one month from the date of receipt of this order.

2) The Complainants can approach the Adjudicating officer of the Authority claiming compensation from the Promoter for defects, if any, noticed within 5 years from the date of handing over possession, with respect to workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale as provided under Section 14(3) of the Act 2016.

Sd/-
Preetha P. Menon
Member

Sd/-
P. H. Kurian
Chairman

True Copy/Forwarded By/Order



Secretary (Legal)

Exhibits marked on the official side

Exhibit X1: Copy of report of the Advocate Commissioner submitted on 8-11-2021.

Exhibit X2: Copy of site inspection report dated 09-05-2023 by the officers of the Authority.

