



KERALA REAL ESTATE REGULATORY AUTHORITY
THIRUVANANTHAPURAM

Complaint No. 64/2023

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

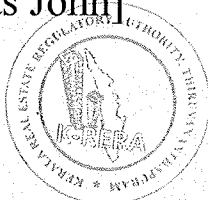
Dated 13th May 2024

Complainant

Lieutenant Commander Jithin Joshi,
Korankott House, Mulanthuruthy P.O,
Ernakulam – 682314
[By Adv. Arjun S Raj]

Respondents

1. Galaxy Homes Pvt Ltd,
Galaxy Square, 6th floor,
Rajaji Road Junction, M G Road,
Ernakulam - 682035
2. Managing Director, Galaxy Homes Pvt Ltd,
Galaxy Square, 6th floor,
Rajaji Road Junction, M G Road,
Ernakulam – 682035
[By Adv. Thomas John]



The above Complaint came up for virtual hearing. The counsel for Complainant Adv. Arjun S Raj and the counsel for the Respondents No. 1&2 Adv. Thomas John attended the hearing.

ORDER

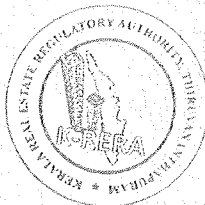
1. The facts of the case are as follows:- The Complainant is the allottee in the project Galaxy Mid Winter developed by the Respondents. The Complainant with the intention of purchasing a 3 BHK apartment had approached the Respondents in early 2014 to get details of the projects either completed or yet to be constructed. Going through the details and several proposals and completion period provided as 31.03.2016, the Complainant opted to purchase an apartment in the project 'Galaxy Midwinter', which was yet to begin construction and was located at Kochi. This was among 3 other towers, which were yet to begin construction after 'Midwinter'. The total cost of the apartment was fixed as Rs. 39,78,820/- inclusive of all taxes. Before proceeding, it was intimated by the Complainant that he, being a Naval Officer was intending to apply for loan from the Naval Group Insurance Fund (herein after referred to as NGIF) and further premiums, after the initial booking amount and the down-payment would be paid only through the loan. The above being said and being convinced by the Respondents on the aspects



of timely completion of several other projects, the Complainant made the booking for apartment no. C-3, second floor of 'Galaxy Midwinter' on 11.01.2014 on payment of an amount of Rs. 25,000/-. Thereafter, the Complainant entered into agreements for sale and construction of the three BHK apartment, C-3, second floor of 'Galaxy Midwinter' project on 31.03.2014. Apart from the above mentioned amount, at the time of entering into the above mentioned agreements an initial amount of Rs.9,00,000/- was paid to the Respondents by the Complainant. Then, for the purpose of applying for loan, the Complainant had sought for various documents that was to be provided to the NGIF, which was a condition precedent to sanctioning the loan. It was informed to the officials of the Respondents that the amount would be paid as lump sum and the Respondents had orally agreed to it. To the above said request of providing the details, the Respondents had agreed to provide the same in a timely manner. Despite several requests from the Complainant, the Respondents failed to provide the requisite documents in the prescribed format and details for availing of the loan, which further led to the delaying of making payment of the premiums. Even though various communications were issued in this regard, the reply to the Respondents were merely about non-payment of premiums. It was brought to the attention to the Respondents that the delay in payment of the premiums were not intentional, but solely due to the lack of providing the requisite details to the Complainant, for applying



for the loan from NGIF. Even though, all these aspects were brought to the Respondent's attention, in spite of clarifying it, they kept on pressurizing the Complainants to make the premium payments. It is emphasised that the Respondents would raise the issue of remitting the premiums, even when the details for applying for loans from NGIF were not provided by the Respondents. Finally, after a long delay, the Respondents on providing the effective and requisite details, he was able to complete the process of application of loan in the month of June 2015, which in furtherance was sanctioned by the NGIF. Thereafter, all the amounts towards the premiums were paid in full by the Complainant. Thus, as of 31.03.2016, a total amount of Rs. 39,78,820/- has been paid by the Complainant. As per the terms of the above-mentioned agreements for sale and construction, the period of completion was stated as 31.03.2016 with a grace period of 6 months from 31.03.2016. The Complainant had paid all the premiums towards full and final payment as stated in agreement. But the Respondents have not, till date, handed over the apartment to the Complainant as per the dates provided for in the agreements. Since the agreement for sale was only for the limited period the Respondents made the Complainant execute the sale deed on 14.07.2016, without delivering apartment. The Complainant had made payment of complete amount sought for by the Respondents on 24.10.2016. Since the Complainant was almost always posted outside Kerala,



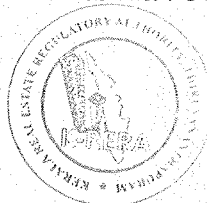
it was difficult for him to go the office physically and enquire about the same. Hence almost all communications were done through email between the parties. The Complainant had been constantly enquiring about the delivery date of the said apartment, but to no avail. Subsequently, through further communication, the Respondents had informed that the dead line for handing over the apartment was extended to December 2017. Since there was neither progress in the project nor sanctity in words of the Respondents, the Complainant visited the property to ascertain the status of the construction. Shockingly, on 13.09.2017 when the Complainant visited the premises of construction, he found that the construction had not even reached the near point of full completion and found it hard to believe that the delivery would be made in December 2017. The Complainant serving in the Indian Navy being transferred to Cochin in June 2017 was intending of staying at the apartment, which ought to have been completed and handed over in the year 2016. But instead, the Complainant had to suffer severe hardship while he was transferred to Cochin, since he didn't have a place of lodging and to keep his luggage along with his home appliances, which he had to bring along when he got transferred. Even though all these aspects were informed to the officials of the Respondents, no help of any sort came forward from their end. Sadly, till date, the apartment has neither been delivered by the Respondents nor provided the Complainant with any reasonable compensation for



the mental agony and miserable situation in which the Respondents have placed the Complainant and thereby causing hardship and financial loss. Thus, the Respondents have defaulted on the terms and conditions and thereby violated the agreement. Since there were no proper steps taken by the Respondents to complete the construction within any of the specified time periods mentioned by them, the Complainant issued a legal notice dated 22.09.2018 seeking delivery of the apartment as per the agreement and seeking appropriate compensation. The Respondents however issued a reply notice dated 29.10.2018 evading the responsibility of timely delivery for the reason of non-payments of premiums at the timely intervals. Since there was neither any update nor any delivery date as to the Completion of the construction of the apartment, the Complainant sought for appropriate compensation in terms of penalty, as monthly payments to the Complainant. In this regard, the Respondents issued another communication to the Complainant stating that they are willing to offer Rs.9,000/- per month from March 2018 till completion of the apartment. As the said proposition of the Respondents was not acceptable to the Complainant as the date of delivery as per the agreement was on 31.09.2016, the Complainant intimated the Respondents that the compensation amount and the period from which it was offered was inappropriate, unjust, and illegal. Till date, the construction has not been completed yet, but they had issued a final bill dated

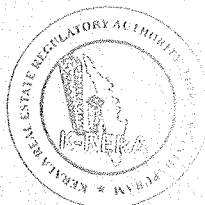


20.09.2018 stating that the apartment will be handed over within 180 days from the full settlement of the final bill together with the amount to be paid. But even when the Complainant visited Galaxy Midwinter on 06.05.2019, the works such as wiring, plumbing, flooring, electrical fittings, plastering, etc., were not yet completed and it didn't seem like they would be completed soon. As of 24.10.2016, a total amount of Rs. 39,78,820/- was paid by the Complainant to the Respondents and the apartments have not yet reached near completion. The Complainant does not wish to withdraw from the project and is not seeking for refund of the amount that has been paid to the Respondents for the project but is seeking interest in delay in delivery until delivery. Aggrieved by the inactions, irresponsible services and malpractices of the Respondents, this Complainant has no other effective means of redressal of grievance rather than to approach this Authority. Unfortunately, the case was filed before the Adjudicating Officer, Real Estate Regulatory Authority, in form-N of the RERA Rules. Since, the Adjudicating officer didn't have jurisdiction, the same was dismissed as withdrawn on 23.11.2022, with liberty to file fresh complaint. Hence, orders be passed in favour of the Complainant herein and refund of interest on delay as sought for be granted in his favour, and reserves the right of the Complainant to seek compensation as against the Respondents. The reliefs sought by the Complainant are to (1) Declare that the Respondents have violated Section 12 of the Real



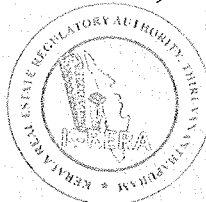
Estate (Regulation & Development) Act by falsely inducing the Complainant to part with his money for a project which has various irregularities and illegalities; (2) Declare that the Respondents have violated Section 13 of the Real Estate (Regulation & Development) Act by inducing the Complainant to part with Rs. 39,78,820/-; (3) Declare that the Respondents have violated Section 14 of the Real Estate (Regulation & Development) Act; (4) Declare that the Respondents have violated Section 19 of the Real Estate (Regulation & Development) Act due to non-compliance with terms of Agreement for Sale and Construction; (5) Direct the Respondents to pay the Complainant the interest for delay of delivery of the apartment at the rate specified Rule 18 of the Kerala RERA Rules on an amount of Rs. 39,78,820/- till date of realisation; (6) Direct the Respondents to pay the cost of the proceedings to the Complainant which had been initiated due to the inordinate delay in delivery of the apartment by the Respondents. The Complainant has produced the copies of the agreement for construction, sale deed, payment receipts, email communications, legal notices, final bill & photographs.

2. The Respondents had sent a statement through e-mail which was not signed by the person concerned and it has not been accepted in the file and no documents have been submitted from the side of the Respondents.



3. The Complainants filed an IA 174/ 23 for accepting additional documents to the case. In the affidavit, it was submitted that this Complaint has been filed seeking interest on delay in delivery/handing over of 'Apartment No.C-3, second floor of 'Galaxy Midwinter', Vinobha Nagar, John Alunkal Road, Kadavanthra, Kochi – 682020 with Super built up area ad measuring 1.074 sq. ft with parking area on the Ground Floor of size 4m x 2.4m with light roofing marked'. On 09.10.2023, when the Complainant visited the above-mentioned apartment to look into its present condition, the same was found to be in a dismal state and it was not ready to be handed over and several works have not been completed such as:-Living room – Main electrical switch board fittings and other electrical settings, Severe crack on the wall of the living room, several miscellaneous tile and window grill works, kitchen – Epoxy fillings – sealing gaps between tiles, pipe and drainage fittings and electrical fittings, room doors fittings-knobs and locks, bathroom – plumbing works such as taps, closet and fittings and epoxy sealing works between bathroom tiles.

4. In the light of the above, the Complainant submitted that he is unable to take delivery of the apartment in the present condition. The Complainant has furnished the photographs of the above pending works to show this Authority, the reason why the delivery of the apartment is being delayed. Even when the apartment is in this condition, the Respondent/builder is sending

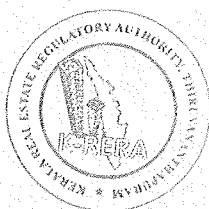


the Complainant monthly maintenance bill. It was prayed to accept the additional documents and place them on record filed by the Complainant, in the interest of justice. The said I A 174/2023 was allowed and documents were accepted in file.

5. The project in question is a registered project before this Authority under Section 3 of the Real Estate (Regulation & Development) Act 2016 [hereinafter referred to as the "Act 2016"] in which the proposed date of completion is shown as 16/03/2020. On perusal of the web page concerned, the Respondents have uploaded the occupancy certificate obtained for the project in question but the Respondents have neither uploaded Form-6 showing completion of the project nor taken any steps for extension of registration as provided under the provisions of the Act 2016 despite notice from the Authority.

6. Heard both parties of the above complaint in detail. The documents produced from the part of the Complainant are marked as Exbts.A1 to A9. After hearing the counsels on either side and perusing the pleadings and documents placed on record, the following points are being considered and decided herewith:

- 1) Whether the Respondents/Promoters failed to complete or were unable to hand over possession of the apartment to the Complainant, with all the common amenities and facilities, in accordance with the terms of the agreement or duly completed by the date specified therein or not?



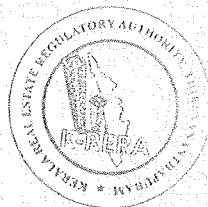
- 2) Whether the Complainant herein are entitled to get interest for delay in completion and handing over possession of the apartment as provided under Section 18(1) of the Act, 2016 or not?
- 3) What order as to costs?

7. **Points No. 1&2:** The documents produced by the Complainant are marked as Exhibits A1 to A9. **Exhibit A1** is the agreement for construction dated 31.03.2014 executed between the Complainant and the 1st Respondent company represented by its Executive Director for constructing a three-bedroom apartment having a built-up area of 1074 sq. ft on the Second Floor in the said project for a construction cost of Rs. 29,71,490/- in which the promised date of completion is shown as 31.03.2016 with 180 days grace period. **Exhibit A2** is the sale deed dated 14/07/2016 executed between the Complainant and the Respondent No. 1 represented by the Respondent No. 2. **Exhibit A3 series** is the copies of the receipts of payment made by the Complainant to the Respondents. **Exhibit A4 series** are the email communications. **Exhibit A5** is the final bill. **Exhibit A6** is the legal notice dated 22/09/2018. **Exhibit A7** is the reply notice dated 29/10/2018. **Exhibit A8** is the order in CCP No. 01/2022. **Exhibit A9 series** are the photographs showing the current status of the apartment.

8. On perusal of the documents placed on record, it could be seen that the conveyance deed was executed in favour of



the Complainant herein on 14/07/2016 itself whereas the Occupancy Certificate has been obtained only on 22/06/2020 for the said project wherein the Complainant's flat is situated. The Complainant alleges that the agreement for sale was only for the limited period and hence the Respondents made the Complainant executed the sale deed on 14/07/2016 without delivering the apartment which took place very long before obtaining the Occupancy Certificate for the project. Before receiving the Occupancy Certificate for the building, the Promoter is not supposed to execute the sale deed transferring the title over the property. These acts/violation of law are commonly seen in all the cases pending against the Respondent/Promoter herein. As per the agreement executed with the Complainant herein, which is marked as Exbt.A1, the Respondents/builder has assured that "the construction will be completed on or before 31/03/2016 and possession will be handed over within 180 days from the date of paying the entire consideration". According to the Complainant, the works in the apartment are not yet completed and it is not in a habitable condition. Moreover, the Respondents have not yet transferred the common area/amenities or the documents related to the project to the Association so far as stipulated under the law. As per Section 11(4)(e) of the Act 2016, it is the duty of the Promoter to enable formation of an Association of allottees within a period of 3 months of the majority of allottees having booked their apartments in the project. Moreover, Section 11(4)



(f) stipulates that the Promoter “*shall execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act.*” Section 17 of the Act specifies that “*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. 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”.* Here, the Association was formed only 3 months back after the intervention of the Authority.

9. It is noticed that as per the terms of Exbt. A1 agreement that the Respondent had promised to hand over the apartment within 180 days from the date of 31/03/2016. The Respondent counsel argued that the final bills are yet to be settled by the

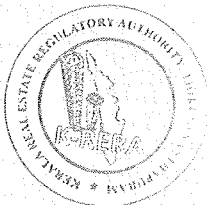


Complainant, but as per the receipts produced it is seen that most of the payment have been made before the promised handing over date. Hence, it can be found that the Respondents herein have gravely failed to give possession of the apartment, as promised in the Exbt.A1 agreement, as alleged by the Complainant. It is noted that the Exhibit A2 sale deed was executed in favour of the Complainant much earlier as on 14/07/2016 whereas the Occupancy certificate is seen obtained only on 22/06/2020. How could the title be transferred to the Complainant/Allottee before obtaining the Occupancy Certificate for the building?. Surprisingly, after execution of sale deed in favour of the Complainant herein and after obtaining the Occupancy Certificate thereafter on 22/06/2020, the Respondent has not yet handed over possession of the apartment to the Complainant, who is legally the title holder/owner of the property. At the time of the final hearing, the counsel for the Respondents kept on arguing that the works in the apartment had been completed and it was ready for taking possession but the Complainant has not yet settled the final bills so far. In reply, the Complainant submitted that the Respondent had not yet given any notice/communication for taking possession of the apartment. Exhibit A9 photographs show that most of the works of the apartment are yet to be completed. According to the counsel for the Complainant, he is not pressing the prayers a, b, c& d in the Complaint. He requested to pass orders



on the interest claim and for handing over the apartment after rectifying all the defects.

10. While considering the claim of the Complainant for the interest for delay in handing over possession, we have to revisit the provisions concerned of the Act 2016, in which Section 18(1) of the Act 2016 lays down 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.” It is apparent that Section 18(1) of the Act, 2016 applies only 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, 2016 clearly provides two options to the allottees viz. (1) either to withdraw from the project and seek refund of the



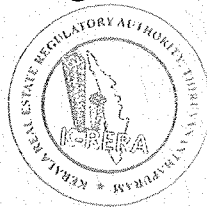
amount paid with interest and compensation (2) or to continue with the project and seek interest for delay till handing over of possession. Here, the Complainant has opted to continue with the project and claimed interest for delay in handing over possession of the apartment to her.

11. Here, as per the Exbt. A1 agreement, Clause No. 5 states that *"The First party shall construct the apartment as per the specifications attached hereto and try the utmost possible to finish the work on or before the 31st day of March, 2016 provided the entire amount due to the First Party from the Second Party including statutory charges has been paid by the Second Party. Possession will be handed over within 180 days from the date of paying the entire consideration including statutory charges."* Exhibit. A1 agreement is seen executed by the Complainant and the Respondents/Promoter Company on 31.03.2014 as per which the promised date of completion and handing over was on 31.03.2016 with a grace period of 180 days. Exhibit A4 email communications and & Exhibit A9 photographs produced by the Complainant would reveal that the Respondents could not complete or hand over possession of the apartment as promised as per the terms of the agreement. The web page concerned with regard to the registration of the project in question also discloses that the Respondents/Promoter has not even submitted Form- 6 showing completion of the project and hence it is evident that the project is not yet completed with all

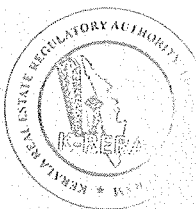


the amenities and facilities as promised to the Allottees. For the reasons stated above, the Complainant herein is eligible to get interest for every month of delay as per the proviso to Section 18(1) of the Act, 2016. We would also reproduce herein below, certain remarkable observations made in this regard by the Hon'ble Supreme Court of India in its Judgement dated 11/11/2021 of **M/s Newtech Promoters and Developers Pvt. Ltd Vs State of UP & Others:** “ *If the Promoter fails to give possession of the apartment plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/homebuyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed*”.

12. Here, the learned counsel for the Respondents mainly raised arguments that the completion date was subject to the performance from the part of the Complainant but the Complainant failed to perform by making delay in the payments as per the agreement and hence delay in the progress of works will not constitute a breach on the part of the promoter. He also argued that a person raising the claim of breach of contract should



have performed his part of the agreement, but the Complainant herein had violated the terms of the agreement when he failed to pay monthly instalments. Anyhow, on examination of Exhibit A3 series, it reveals that the Complainant had made most of the payments before the promised date of completion. With regard to the contentions raised by the Counsel for the Respondents/Promoter that there was failure from the part of the Complainant in paying instalments on time, no documents/communications produced from the side of the Respondents to substantiate this contention. Moreover, the Respondents could have sent notice of cancellation of booking to the Complainant at the time of the alleged delay in making payments, by invoking provisions under Section 19(5) and (6) of the Act, 2016 and under Clause 9.3 of 'Annexure 'A' Agreement for sale' under Rule 10 of the Kerala Real Estate (Regulation and Development) Rules, 2018. In view of this, the Respondents have no right to shift the burden on the shoulders of the Complainant by alleging any delay/irregularity in his payments. Here, the promised date of completion and handing over was 31-03-2016 which day or till date the Respondent could not honour the promise given to the Complainant. It is apparent that the delay in final payments was occurred due to the non-completion of work as promised by the Respondents/Promoter.



13. It was observed by the Hon'ble Supreme Court in its judgement Wg. Cdr. Arifur Rahman Khan & others vs Dlf Southern Homes Pvt. Ltd., as follows: "*Judicial notice ought to be taken of the fact that a flat purchaser who is left in the lurch as a result of the failure of the developer to provide possession within the contractually stipulated date suffers consequences in terms of agony and hardship, not the least of which is financial. The amount of interest represents compensation to the beneficiaries who are deprived of the use of the investment which has been made and will take into its ambit the consequence of a delay in not handing over possession.*"

14. In view of the facts and findings discussed in the foregoing paragraphs, it has been revealed beyond doubt that the Respondents/Promoter has failed to complete and hand over possession of the apartment as promised to the Complainant herein and hence the Complainant is entitled to get interest for delay in handing over possession as provided under Section 18(1) of the Act 2016. Points No. 1 & 2 are answered accordingly in favour of the Complainant.

15. In the instant case, the Complainant had remitted Rs. 39,78,820/- to the Respondents which is supported by Exbt 3 series documents. The said documents reveal that the Complainant has paid an amount of Rs.37,17,330/- before the promised date of completion, i.e. on 31.03.2016. As the Respondents/ Promoter is found to be a defaulter, he is not



entitled to get the benefit of the grace period mentioned in the Exhibit A1 agreement. The respective dates of payments and amounts in total are as follows:

Date	Amount in Rs.
11.01.2014	25,000/-
03.06.2014	9,00,000/-
12.05.2015	17,50,000/-
10.12.2015	1,67,330/-
10.02.2016	8,75,000/-
24.10.2016	2,61,490/-
Total	39,78,820/-

16. As the Complainant is found entitled to get interest for the delayed handing over of possession, the Respondents are liable to pay interest to the Complainant as per the proviso to Section 18(1) of the Act, 2016. Hence the Complainant is entitled to get interest for the period from 01/04/2016, the promised date for handing over till the actual date of handing over possession, on Rs.37,17,330/- which is the amount paid by him before the promised date of completion and also, he is entitled to get interest from the dates of payment of each amount, as shown in the table inserted above, paid after the promised date of handing over till the actual date of handing over possession of the apartment. As per Rule 18 of Kerala Real Estate (Regulation & Development) Rules



2018, the rate of interest payable by the Promoter shall be State Bank of India's Benchmark Prime Lending Rate Plus Two Percent and shall be computed as simple interest. The present SBI BPLR rate is 15% with effect from 15/12/2023. Hence, it is found that the Respondents are liable to pay interest on the amounts paid as mentioned above @ 17.00 % [15.00 (current BPLR rate) +2%].

17. On the basis of the above facts and circumstances of the case, this Authority by invoking Section 37 of the Real Estate (Regulation & Development) Act, 2016, directs the Respondents in the following manner:

1) The Respondents No. 1&2/Promoters shall hand over the apartment No. C-3 in 'Galaxy Midwinter' **within one week from the date of receipt of this order** to the Complainant and complete the pending works, if any, with respect to the apartment as well as the common amenities and facilities in the project promised to the Complainant, as per the Exbt. A1 agreement, **within 6 months** from the date of receipt of this order. The common area shall be transferred to the Association of Allottees along with all the documents including the drawings, sanctions, and title deeds within the above-mentioned period. After completion and handing over, the Respondents can submit a compliance report, in the form of an affidavit, with copy to the Complainant. In the event of failure to comply with this direction, this Authority shall be constrained to initiate penal action against



the Respondents, as provided under Section 63 of the Real estate (Regulation & Development) Act, 2016.

2) The Respondents No. 1&2 shall pay to the Complainant, simple interest @ 17% per annum, (a)for Rs. 37,17,330/-, the amount paid before 31/03/2016 ,the promised date of completion and handing over, for every month from 1/04/2016 till the actual date of handing over possession of apartment to the Complainant and (b) for the amounts paid after 31/03/2016, from the date of each payment as mentioned in the table inserted above in para 15 till the date of handing over possession of the apartment to the complainant.

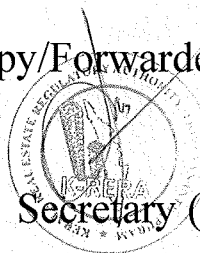
3) If the Respondents fail to pay the aforesaid amount of interest as directed above, within a period of 60 days from the date of receipt of this order, the Complainant are at liberty to recover the amount from the above Respondents and their assets by executing this decree in accordance with the Real Estate (Regulation & Development) Act and Rules.

4) Both parties shall bear their respective costs.

Sd/-
Smt. Preetha P Menon
Member

Sd/-
Sri. P H Kurian
Chairman

/True Copy/Forwarded By/Order/


Secretary (Legal)

APPENDIX

Exhibits produced by the Complainants

- Exhibit A1- copy of the agreement for construction.
- Exhibit A2- copy of the sale deed.
- Exhibit A3- copy of the payment receipts
- Exhibit A4- copy of the email communications
- Exhibit A5- copy of the Final bill
- Exhibit A6- copy of the legal notice.
- Exhibit A7- copy of the reply to the legal notice.
- Exhibit A8- copy of the order in CCP 01/2022.
- Exhibit A9- copy of the photographs.

Exhibits produced by the Respondents

Nil



