

AWHO SILVER SAND ISLAND, KOCHI
MINUTES OF THE VIDEO CONFERENCE HELD ON 05 MAY 2022

1. A Video Conference (VC) chaired by the Lt Gen PS Shekhawat, SM, DG (DC&W), was held on 05 May 2022 at HQ AWHO with the Management Committee (MC) of Chanderkunj Army Towers Apartment Owners' Association (CATAOA), from 0945h to 1230h.

2. Following attended the VC: -

(a) **AWHO**

- (i) Maj Gen Vikal Sahni, SM, VSM (Retd), MD AWHO.
- (ii) Brig DN Bhatt, Dy MD (Tech).
- (iii) Col K Prakash, Dir (Plg)
- (iv) Col Kavi Kratu, Dir (Mktg)
- (v) Wg Cdr P K Hasija (Retd), Dir (F&A)
- (vi) Lt Col Arun Sekhar, PD Kochi (from Stn HQ Kochi)

(b) **Management Committee, CATAOA.**

- (i) R Adm P Ashokan, VSM (Retd) - President.
- (ii) Maj Gen P Rajagopal, AVSM, VSM (Retd) - Ex-President.
- (iii) Col Jassar (Retd) - Technical Member.
- (iv) Col Vijay (Retd) - Secy.

Opening Remarks of DG (DC&W)

3. DG (DC&W), welcomed the members of MC present online and assured them that AWHO shall endeavour to resolve the pending issues.

4. MD AWHO then invited President, MC CATAOA to discuss the issues pertaining to the SSI Kochi project. MD stated that the VC is intended to discuss two main issues, Structural Repairs and STP Treated Water Connection to balance two towers.

5. The issues discussed and directions of the DG (DC&W) are given in succeeding paragraphs.

Presence of PD at AWHO Site

6. President CATAOA stated that Maj Gen P Rajagopal (Retd) ex-President of CATAOA, having been intimately involved in many of the pending issues may be allowed to speak on behalf of the MC and sought the permission of the Chair.

7. Maj Gen P Rajagopal (Retd) stated that the presence of PD at the project site has been abysmal and the new PD must be present at the site instead of the Station HQ Kochi. MD AWHO stated that the present PD was posted to Station HQ for AWHO work. He has been available at site as the work demanded. AWHO has now taken up case with the MS branch to issue posting of the next PD, clearly mentioning his role and CR channel.

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Structural Stability of the Buildings

8. Maj Gen P Rajagopal (Retd) brought out that for the last 10 months, there has been no progress. AWHO's actions are not being shared with CATAOA on regular basis and the timelines for commencement and finishing of the restoration works or structural rehabilitation have been extended again and again. AWHO was supposed to get the Bill of Quantities prepared through M/s Bureau Veritas (India) Pvt Limited (BVL). The report of the Structural Consultant from Government Engineer College (Barton Hill) Trivandrum (GEC) vetted by NIT Rourkela, is ominous and AWHO has not come up with any further progress. Undue delay in repairs is damaging the health of the building. Further, the suggestion of the Structural Consultant to employ Cathodic Protection for preventing further deterioration in the reinforcements should be considered. Also, the warranty period of minimum 10 years must be obtained from agency undertaking the work. Adequate quantities must be catered for the continuously expanding scope of rehabilitation due to delay in the remedial works/ measures. PMC for the restoration works must be capable and trustworthy. He added that arrangements for electricity and water to the Contractor must be provided for in the contract and must be adhered to during execution.

9. MD stated that AWHO is committed to work wholeheartedly towards the structural rehabilitation of the Towers in a holistic manner. In spite of AWHO SSI Kochi Project being a non-RERA project, the Structural defect liability of minimum five years shall be ensured from the date of completion of the Structural rehabilitation and warranty shall be obtained from the agency/ contractor who will execute the work. GEC's report is presently being studied by the Design team of BVL and they shall furnish a combined BoQ to address the corrosion of reinforcements and solutions suggested by GEC. AWHO has analysed the summary of the reports and is in agreement with the need for undertaking remedial measures, however, details of the same must be left to the expert agencies. MD assured that AWHO intends to engage BVL as Project Monitoring Consultants while carrying out rectification, both in detailed planning and execution stages, as initially suggested by CATAOA. He added that the details of the methodology and timeframe for analysis and foolproof planning must be left to the experts. MD AWHO stated that the structural repairs can be executed NOT BEFORE October 2023.

10. Dy MD stated that the restoration work shall be carried out by qualified agency adopting good engineering practices. He added that Cathodic Protection is not a widely prevalent and adequately tested model for corrosion prevention of multistoried buildings in India. He asked Col Jassar, who is technically qualified, to name any five building projects, where the method has been adopted with success in India. Col Jassar agreed that he cannot think of this practice being employed successfully in any multi storied building.

11. DG (DC&W) suggested that Col Jassar be appointed as PD for carrying out the registration works and other tasks. Col Jassar stated that it might amount to conflict of interest. MD AWHO stated that there would be no conflict of interest; instead, it would be of benefit to all allottees of the project. Col Jassar requested for some time to consider the suggestion. DG (DC&W) asked Col Jassar to confirm in next 3 to 4 days, so that MS Branch can be approached to do the needful. (Col Jassar has thereafter refused to be appointed as PD, Kochi).

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12. **Directions of DG (DC&W).**

- (a) Remedial measures to resolve structural issues be expedited. A timeframe for the same shall be prepared by AWHO in consultation with the specialist agency(ies) hired. Once the timeframe is finalised, the same shall be communicated to CATAOA.
- (b) CATAOA must be kept abreast of the developments to obviate any friction in execution of the work. MC to extend full cooperation.
- (c) Suitable action be taken to ensure that the next PD is posted exclusively for AWHO work at Kochi.

Connection for Treated Water from STP to Flush Tanks

13. President CATAOA stated that the residents are expected to use the treated water from STP to flush tanks. There was neither any hindrance from any allottee nor was there any technical hitch to execute the same. Work has been completed satisfactorily by connecting Flush Tanks in Tower A. Hence, AWHO must give the connections in Tower B & C also.
14. MD clarified that work for connecting STP to Flush Tank in Tower A has been carried out. However, the contractor is playing truant and insisting on unacceptable conditions for advance and vague timelines which AWHO cannot agree. In case CATAOA can undertake the responsibility of ensuring that Contractor does not run away without carrying out work after receipt of advance, then only AWHO can deal with the present Contractor.
15. PD stated that he has held detailed negotiations with the Contractor who has done the work till now, for carrying out the balance work for Towers 'B' and 'C'. He is adamant on 90% advance (60% ab initio and 30% on receipt of materials at site). Moreover, the Contractor has upwardly revised the list of items and rates as per BoQ forwarded by the President, CATAOA. PD added that the Contractor can give no assurance on when the work will start or finish, ostensibly due to paucity of labour at Kochi. Hence, he does not recommend the work to be undertaken by the previous Contractor.
16. MD informed the President CATAOA that AWHO is ready to get the balance connections done by the same Contractor, at the revised rates and conditions, through the CATAOA. If it is acceptable, AWHO shall make the payment for revised estimates to the CATAOA, who can further make payments to the Contractor recommended by the President, MC. PD shall technically supervise the execution of the work.
17. The suggestion of MD AWHO was declined by the President stating that AWHO should do the diligence in engaging the Contractor and the mode of making payments through CATAOA.
18. Dy MD stated that the Contractor's stipulations are not reasonable. PD is looking for alternatives but he has been unsuccessful till now. He requested Col Jassar, being CWE at Kochi, to assist in finding a suitable Contractor.
19. Col Jassar stated he can take inputs from the environment and revert in a week's time, to suggest alternate agencies to the PD for execution of balance work.

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20. **Directions of DG (DC&W)**

- (a) Col Jassar to suggest alternate contractor who can execute the work.
- (b) AWHO to provide necessary connections for treated water from STP to flush tanks in Towers B and C in reasonable timeframe.

Coastal Regulatory Zone (CRZ) and Environment Clearance

21. Maj Gen P Rajagopal (Retd) stated that the approval from Kerala Coastal Zone Mgt Auth (KCZMA) needs to be taken being a mandatory requirement.

22. MD AWHO stated that AWHO has got all statutory approvals for the project from planning authority and handed them over to CATAOA. Since CATAOA had insisted on approval from KCZMA based on the revised Coastal Zone Management Plan (CZMP) for Kerala, which was issued in 2019, much after completion of the AWHO project, a consultant was hired. AWHO on the advice of the consultant has submitted a case containing observations on the new draft CZMP, under consideration in terms of CRZ 2019, as per which, AWHO Silver Sand Island project area is shown outside the No Development Zone (NDZ). The same is under consideration with KCZMA and being pursued by the Consultant. AWHO will either obtain the CRZ Clearance or necessary ruling that CRZ clearance is not required. However, no timeline for same can be specified as public hearing for the same could not be held for Ernakulum District till date due to grid related distribution.

23. **Directions of DG (DC&W)**. AWHO should pursue the case with the Consultant and KCZMA for early resolution of the issue.

Land Acquisition by KMRL and Survey of Land

24. President, CATAOA requested that AWHO must resolve the land acquisition case with KMRL in an early timeframe. This included the Right of Way for the project's drainage line across and below KMRL viaduct. The representatives of the MC, CATAOA have met the Dy Collector, Ernakulam, who asked to pursue case with LAO. He requested AWHO to make concerted efforts to conclude the compensation case, including the hiring charges for the duration the land was utilised by KMRL. He also requested to obtain the copy of letter given by KMRL in 2019, permitting AWHO to lay drainage pipeline across and below the Metro viaduct.

25. PD stated that he has been making constant efforts for the survey and demarcation of the land. While, the Land Acquisition Offr (LAO) has promised action for demarcation, no timeline has been given for the same.

26. MD AWHO stated that KMRL was giving compensation of land, when at the insistence of CATAOA, proposal for handing over land to KMRL without monetary compensation in lieu of KMRL constructing Foot Over Bridge (FOB) and footpath through metro land was taken up. However, few allottees did not give their consent due to which efforts to construct FOB were not successful. He stated that the case is being pursued by AWHO with due seriousness. However, land compensation cases do take time, specially with State Govt authorities, hence no timelines can be predicted.

27. President, CATAOA raised the issue of survey of land on handing over of assets to CATAOA without waiting for KMRL land acquisition.

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28. MD AWHO replied that survey can be undertaken only after acquisition process is finalised and demarcation is done by KMRL. To the query of Maj Gen P Rajagopal (Retd) about how the KMRL issue affects the survey of land, MD stated that the extent of land proposed to be transferred to KMRL should be finalised first, so that clear boundaries of AWHO land are defined.

29. **Directions of DG (DC&W)**

(a) DO letter be written by MD AWHO to DC, Ernakulam and MD, KMRL, to expedite the case for the compensation of land taken over by them. PD to pursue the case with KMRL and LAO through personal liaison.

(b) Survey of land be done after land to be transferred to CATAOA after acquisition by KMRL is finalised and land demarcated.

Approach Road

30. Maj Gen P Rajagopal (Retd) stated that the only approach road to the project is a private property owned by Mr B R Ajit. AWHO had entered into an agreement with Mr BR Ajit, President, Owners Association of Silver Sand Island and Society (OASIS) through an MoU. M/s Sobha Builders and another developer are also stakeholders as they have their projects coming up and using the approach road including the bridge. He stated that AWHO must obtain the agreement between these developers and Mr B R Ajit to chart future course of action.

31. MD AWHO stated that the road was common to all residents of the island which includes residents of SSI Kochi amongst others. He explained that the MoU was executed in Jul 2018 with Mr BR Ajit, as President OASIS, only to meet the urgent need of revamping of road in the interest of allottees. However, the final agreement was to be decided between Mr BR Ajit and CATAOA by signing MoU on formation of CATAOA, after which balance work of this road was to be undertaken by OASIS. The legal opinion precludes the chance of handing over the road to Civil Authority unless willingly done by the owner ie. OASIS. Copy of the correspondence on the subject issue, including the meeting chaired by Maj Gen P Rajgopal (Retd) and the copy of MOU signed by Lt Col MS Yohannan is enclosed at **Appendix A**.

32. President CATAOA stated that owners of DUs at SSI Kochi are not inclined for OASIS membership, as it is considered wasteful expenditure. He requested that the Legal Opinion obtained by AWHO be shared with CATAOA for deciding future course of action.

33. Dy MD stated that no one has been stopped from using the approach road in all these years. Right of way to AWHO project cannot be stopped by anyone.

34. **Directions of DG (DC&W)**

(a) AWHO to share the Legal Opinion obtained on this issue with CATAOA.

(b) Being the local and affected party, CATAOA to take up the case of maintenance with Mr BR Ajit for early resolution of the issue.

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Pergola Savings

35. Maj Gen P Rajagopal (Retd) stated that Rs 40.0 lakh retained by AWHO should be refunded to allottees at the earliest.
36. MD clarified that the Final Bill of Contractor is still under consideration at AWHO. Balance amount out of Rs 40.0 lakh, if any, shall be returned to the allottees, post closure of project accounts, subject to surplus funds being available in Project Fund.
37. **Directions of DG (DC&W)**. Balance amount be returned to the allottees on closure of project account, subject to surplus funds being available at the time of closure of Project Fund.

Handing Over of Documents

38. Maj Gen P Rajagopal (Retd) raised the issue of certain structural drawings and many documents that are not being handed over despite multiple requests.
39. MD stated that all essential drawings and other documents sought by CATAOA had been handed over. He stated that CATAOA had recently been given a letter with references under which various drawings and documents were handed over. He requested President, CATAOA to check the same with their records. However, should there be any drawing or document which is left, CATAOA is requested to provide a final list of such documents. The same shall be handed over by AWHO, subject to availability, if not handed over already.
40. **Directions of DG (DC&W)**. CATAOA should provide a final list of balance drawings/ documents to AWHO to resolve the matter.

Miscellaneous Issues

41. Maj Gen P Rajagopal (Retd) brought out the following issues of interest:-
- (a) Reimbursement of Adm expenses of second set of tests in Mar-Apr 2021 by M/s BVIPL is pending. The amount of Rs 29,684/- needs to be refunded to CATAOA. MD stated that the money has not been paid as M/s BVIPL has given in writing to CATAOA in Jan 2021 that repeat tests and addl tests shall be conducted at no cost basis.
- (b) Reimbursement of Granite slab cost Rs 9,350/- is pending despite approval been taken from HQ AWHO to repair it on emergency basis.
- (c) Concurrence of the allottees for cutouts in balcony drain-pipes for cleaning of first floor shall never be possible. AWHO should thereafter provide the cutouts at the lobby. Dy MD stated that Spring eye cleaning system was recommended for the project as it is the latest practice in all multi storied buildings. Col Jassar was called upon to comment on it, to which he stated that he is not seized of the issue and needs some time to study the requirement.

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(d) Number of Solar Lights were not functional. Contractor must be held responsible and lights replaced at his cost. MD, giving the reference to Minutes of the Meeting held during MD's visit in Dec 2020 (extracts of Minutes of Meeting enclosed at **Appendix B**) and other correspondence on the subject stated that all but one solar light was functional in Dec 2020. Even this solar light was made functional by end Dec 2020. It is the responsibility of CATAOA to maintain it properly. Solar Lights are thus deemed to be handed over and matter may be treated as closed. Maj Gen P Rajagopal (Retd) denied the stand and stated that the lights were never functional. Dy MD stated that the life of battery of solar lights is approx 3 - 4 years and they require constant maintenance without which the solar panel and batteries go defunct. Even with maintenance, the batteries have already lived their life and needs to be replaced by the RWA.

42. **Directions of DG (DC&W)**. AWHO to undertake the following:-

- (a) Make payments sought by the CATAO at Paras 41 (a) & (b) above.
- (b) Decision on spring eye cleaning system be taken and its procurement be done by CATAOA to meet their requirement. Cost of this to be borne by AWHO.
- (c) CATAOA to undertake maintenance of Solar Lights.

Closing Remarks of DG (DC&W)

43. DG (DC&W) stated that the VC has been able to take stock of the issues to be resolved in a practical timeframe. While a fixed the timeframe for issues involving regulatory bodies/agencies may not be possible, those within the ambit of AWHO shall be undertaken timely. DG (DC&W) desired that the action for structural repairs in the Towers be speeded up. He thanked President, CATAOA for his valuable suggestions and requested for cooperation in resolving the issues by making a congenial environment for undertaking repairs. DG (DC&W) also thanked MD AWHO for his positive and forthcoming efforts.

44. President CATAO, on behalf of the allottees, thanked DG (DC&W) for interacting with them and requested for continued guidance on the issues discussed.

45. There being no more points, the video conference was declared closed.

File No: B/03020/Kochi/SSI/AWHO

Army Welfare Housing Organisation
South Hutments, Kashmir House
Rajaji Marg, New Delhi – 110 011

Dated : *db* Jun 2022

Distribution:- As on reverse.

K Prakash

(K Prakash)
Col
Dir (Plg)
For MD

**MINUTES OF MEETING HELD FOR SELECTION OF ADHOC USER COMMITTEE (AUC)
FOR CHANDERKUNJ, AWHO SSI, VYTILLA ON 25 JUN 18**

1. A meeting of members of AWHO SSI Chanderkunj was held in the Club House at 1100 hours on 25 Jun 18. The following were attended the meeting :-
2. At the outset Col MD Nair, SC, the Project Director (PD) AWHO welcomed all members to the Users meeting. The PD then invited Maj Gen Rajagopal, the senior most member, present to chair the meeting. The meeting was attended by 36 members as above.
7. **Approach Road.** The complexities of the access road issue and conflicting requirements of the three main stakeholders was highlighted by Chairman. Almost all members brought out the urgent requirement for repair/ renovation of the approach road. The PD informed the members that discussions with other stake holders including M/s Ajit Associates, M/s Shoba Ltd and other residents of SSI had commenced as early as in 2016. However, not much congruence on the way ahead had been reached upon so far by the stake holders. He informed the members that the Agreement of Sale, as also the Sale deed registered between the seller and buyer clearly mentioned that the ownership of the bridge and approach road would remain with the seller. The maintenance of the bridge and road would be shared by the stake holders. All the buyers would have free access to the bridge and approach road. He said that the sellers consent would be required to hand over the road and bridge to the municipality, and that M/s Ajit Associates was not very keen in handing over the same. Chairman proposed a two prong approach to resolve the impasse. A) First, negotiate with the stake holders for a favorable deal to carry out one time immediate repairs to the approach road on a cost sharing basis. A sample stretch of 15 metres with M-40 Paver block has already been done by M/s Ajit, so that the same could be examined and approved by the stake holders. B) In the long term there was a requirement to exert sufficient pressure (with the assistance of all other residents) on M/s Ajit to hand over the road and bridge to the municipality. Legal recourse may need to be considered should the situation so warrant. With the General Body in agreement with this

- 20. The nomination was done with the approval of all members present. General body was queried regarding any objections regarding the constitution of the AUC. With no one registering an objection, the constitution of the AUC was ratified by the members.
- 21. Brig Sunil Kumar thanked all members for reposing trust in him for heading the AUC, and assured members his full dedication and sincerity. He announced the inaugural meeting of the AUC on completion of this meeting.
- 22. Gen Rajagopal thanked all members for a very useful and productive discussion in a very congenial atmosphere. Cooperation and mutual desire for the betterment of the Society was apparent. He mentioned that it will be good for all of us to make our complex, the best, a community of serving and retired defence personnel living in peaceful harmony, setting an example to others and avoiding any unwarranted intrusion within the colony. He also charged the AUC/RWA with the onus of strenuously following up on any of the legitimate rights of the Community.
- 23. There being no further points, the meeting was adjourned. On completion of the meeting, members were requested to attend the lift safety demonstration.
- 24. These minutes have been issued with the approval of the Chairman.

Approved by

The Chairman

Rajagopal

[Signature]
(M.D. Nair)
Col (Retd)
Proj Dir

B/03029/SSII/AUC / *[Signature]* /CHN/AWHO
Army Welfare Housing Organisation
C/o Prasanna Vihar, Marine Drive
Opp High Court, Kochi - 682 031

28 Jun 2018

Dirstr :-

AUC "Chander Kunj"
AWHO
Silver Sand Island
Vytila PO
Kochi- 682019

Secretary
Army Welfare housing Organisation
South Hutments, Kashmir House
Rajaji marg, new Delhi - 110 011

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Agreement entered into between OASIS (Owners Association of Silversand Island), an Association registered under Travancore Cochin Society Act having Registration Number ER 224/10 situated at ASADI, Silversand Island, Cochin 682019 represented by its President Mr.B.R Ajit hereinafter referred to as the "Society"

and

M/S AWHO (Army Welfare Housing Organization) a Society Registered under the Societies Registration Act XXI of 1860 and having its Head Office present at South Hutments, Kashmir House, Rajaji Marg, New Delhi having Registration Number 9142, Project Office situated at Silversand Island, Cochin 682019, represented by its Project Director hereinafter referred to as AWHO

1. Whereas OASIS is a Society of Owners of properties in Silversand Island registered on 24/03/2010 bearing registration number ER 224/10 registered under Travancore Cochin Society Act. However, the decision of joining OASIS as a member will be completely left to the discretion of the RWA of AWHO whenever constituted. In this respect President OASIS (Mr. B.R Ajit) letter No. OASIS/ADMIN/18-19/007 dt 26th July 2018 is enclosed at Appendix A.



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2. Whereas AWHO (Army Welfare Housing Organization) is one of the property owners in Silversand Island owning a total area of 1.71,07 Ares of land in SY No 182 in Nadama Village, Kanayannur Taluk and have constructed Group Housing Project in that property.
3. Whereas it has been decided that the three major landowners in Silversand Island namely, Ajit Associates Group, AWHO and M/S Sobhaltd respectively would contribute equally towards the cost of repairs and proposed revamping of common access to the Island from State Highway. Whereas the phasing of the project and approximate estimate therein is attached herewith as given as per M/S Ajit Associates Letter No: AACPL/LTR/ADMIN/18-19/063 dated 05/07/2018 and attached as Appendix B. Since the agreement requires including the scope of future maintenance and revamping, there is a requirement of involving the RWA of AWHO, which is yet to be constituted. Hence, the final agreement on overall scope of revamping shall be finalized once the RWA of AWHO is constituted, in a joint meeting with major land owners namely Ajit Associates, RWA AWHO and Sobha Ltd.
4. However, since the majority of Apartments in the AWHO complex has already been handed over, there is an immediate requirement of repair of the Common Approach Road from the Bridge to the AWHO project.



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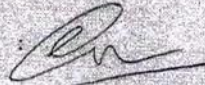
5. Accordingly, it has been decided to sign this agreement between AWHO (represented by the Project Director) and OASIS (represented by Mr. B.R Ajit, President) for immediate repair to the road including consolidation with M40 paver blocks over GSB (475 mts long stretch of 6.5 m width).
6. The cost of the repair of approximately Rs 42.25 lakh (as indicated by M/S Ajit Associates vide Work Order Nos. OASIS/WO/Admin/18-19/001 and OASIS/WO/Admin/18-19/002 both dated 14 Jul 2018 (copies enclosed as Apendices C & D) shall be paid in three installments by AWHO to Oasis as per progress of work.
7. Payment Schedule and time schedule shall be as follows:-
- (a) At the time of signing of this agreement – Rs30, 00,000/- has been paid by the following Cheques:
 - (i) Cheque No. 19882 dated 02/08/2018 of ICICI Bank, Cochin for Rs.10,00,000/- (Rupees Ten Lakhs)
 - (ii) Cheque No. 19883 dated 07/08/2018 of ICICI Bank, Cochin for Rs. 20,00,000/- (Rupees Twenty Lakhs)
 - (b) On completion of the 50% of the work at the site – Rs 10, 00,000/-
 - (c) On completion of work as per actual measurement - Final amount.
 - (d) Date of completion of work in all respect - 30 days from date of signing the agreement.
 - (e) Second and Final Installments shall be made by AWHO within 48 hours of intimation by President, OASIS along with certified measurement book.
8. The final agreement between M/S Ajit Associates, RWA AWHO and M/S Sobha Ltd to include the complete scope as per M/S Ajit Associates Ltd letter AAACPL/LTR/ADMIN/18-19/063 dated 05/07/2018 shall be finalized after the constitution of RWA - AWHO. The scope of work done under the present agreement and the total amount paid by AWHO towards the revamping common approach road shall be given due cognizance in the final agreement.
9. As per initial proposal by Mr. BR Ajit, AWHO was to consolidate the western side of road which was dugout for laying WS, Tele & Electric cable by re-rolling to make it suitable for vehicular traffic while road work is in progress. Now, the above work will be executed by OASIS and additional expenditure as per lowest quotations shall be paid by AWHO.



10. The Society hereby undertakes that, the work shall be executed under strict control of President OASIS (Mr. B.R Ajit) and AWHO and shall be jointly examined by OASIS and AWHO and all payment shall be made to respective contractor after measuring the physical work done and preparing & signing the measurement books strictly as per approved time schedule.

Signed on this day, 2nd of August, 2018, at Cochin between Mr. B.R Ajit, President, OASIS and Colonel M.D Nair, Project Director, AWHO, representing AWHO Apartment Project.

B.R Ajit, President, OASIS

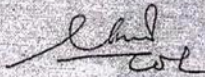


Col. M.D Nair, Project Director, AWHO :



Witness:

(a) Lt Col M S Yohannan, Rep of ChanderKunjaUC :



(b) Mrs. Devi Ajit, Treasurer of OASIS Society :



(c)	<p>Status of Rectification of Defects Notified. After MD was shown around the various defects in common areas and due deliberations with those present, MD clarified that the handing taking over of DUs commenced in Apr 2018 and defect liability period of the project was over in Dec 2019. Hence, defect rectification by AWHO cannot be a never ending activity. He also conveyed that majority of the rectifications have been completed and AWHO will ensure all defects notified prior to 31 Dec 2019 shall be completed by the contractor. AWHO shall also endeavour to get the defects informed after Dec 2019 rectified through the contractor, though the contractor was not obliged to do the same. MD also assured the allottees that all structural defects will be taken care of by AWHO till Jun 2022. To a query by Maj Joseph about returning his DU to AWHO, MD stated that in case any owner wants to surrender his/her DU, AWHO is prepared to refund the cost paid by the allottee with interest, provided the Sale Deed of DU has not been executed with Sub Registrar.</p> <p>Further clarifications on the rectification works were given by PD in the presence of MD and directions given by MD are as follows:-</p> <p>(i) Provn of Clean-out Pipes. It was clarified that the existing modification in stilt floor will get damaged by any modification to balcony drain out pipe. PD had proposed provision of spring-cleaning eye in 1st floor, for which RWA shall take concurrence of the owners and info PD.</p> <p>(ii) Rainwater Harvesting Pit. MD directed PD to provide suitable MS sheet cover in the valve chamber.</p> <p>(iii) Granite Cladding Around Lift Wall. Broken/damaged cladding, if any, shall be repaired /replaced.</p> <p>(iv) Cracks on Boundary Wall. All surface cracks on the boundary wall shall be repaired.</p> <p>(v) Slopping Errors in Terrace. Sloping errors in terrace of misc buildings shall be rectified.</p> <p>(vi) Incorrect Fittings of Manhole Covers. In order to reduce sound while vehicles are plying over manhole covers, necessary padding to be provided.</p> <p>(vii) Solar Lights. It was confirmed by RWA that 37 out of 38 Solar lights were functional. MD directed that once all 38 solar street lights are functional, the same shall be handed over to RWA earliest but not later than 30 Dec 2020.</p> <p>(viii) Solar Heating Panels. All three Solar heaters are repaired and working.</p>	PD	RWA Dir (Plg) Dir (Cont)
(d)	<p>External Cracks on the Wall Above 8/9th Floor. It was clarified that maintenance work of all the accessible area has been completed. However, there is constraint of erecting scaffoldings for higher floors, which is a limitation to repair inaccessible areas. MD requested RWA members /allottees present to suggest as agency which can carry out repairs for these floors.</p>	RWA PD	Dir (Plg) Dir (Cont)

