

PROJECT SANDEEP VIHAR BANGALORE WHITEFIELD

1. **Introduction.** This project was executed on a site measuring **29.65 acres**. The project was named Sandeep Vihar in the honour of Maj Sandeep Unnikrishnan, AC (**Posthumous**).
2. **Site Layout.** The project was developed at one site having all the DUs incl Club House, Swimming Pool, 24 Nos Shops, Badminton Courts, Basket Ball Court, Tennis Courts, Gym, Cricket Box and Jogging Track.
3. **Type of DUs.** A total of **1524 DUs** were planned and constructed in Stilt + 12/ 14 floors. The project was completed in **2015 and 2016** by Part 'A' and Part 'B' Contractors respectively. Handing over of DUs commenced in **May 2014** However, Occupation Certificate received in **2016**. Type of DUs are given below:-

<u>SI No</u>	<u>Types of DUs</u>	<u>No of DUs</u>
(a)	Luxury Penthouse (PHA)	20
(b)	Super Deluxe Penthouse (PHB)	40
(c)	Deluxe Penthouse (PHC)	40
(d)	Luxury (LXA)	240
(e)	Super Deluxe (SDA)	480
(f)	Deluxe (DXA)	480
(g)	Modern (MDA)	168
(h)	Small Family (SFA)	56
Total		1524

4. **RWA.** Association has been formed in 2016 in the name of Sandeep Vihar Owners Welfare Association. All assets / docus have been handed over by Oct 2020. List of the same has been fwd to Vice President SVOWA on 01 Dec 2020. The project is being maintained by SVOWA **wef 2016**.
5. **Technical Board of Officers (TBO).** A TBO was ordered by HQ Southern Comd on 04 Jan 2017. Executive Summary of TBO is enclosed as **Appx A.**

6. **Agenda Points.** Comments on Agenda Points as fwd by SVOWA are as follows :-

<u>S. No</u>	<u>Point</u>	<u>Comments</u>
(a)	<p><u>Urgent Repairs Under Defect Liability .</u></p> <p>(i) <u>Issue.</u> A large No of life-threatening defects have been noticed within a short span time of six to seven years of construction.</p> <p>(ii) <u>Desired Action.</u> As these falls under the defect Liability Period, they need to be repaired by the original contractors under their cost.</p> <p>(iii) <u>Present State.</u> In spite of periodic correspondence on the subject, there has been no progress to get these defects rectified.</p>	<p>(a) All defects have been rectified by both the contractors during the DLP which is over long back as follows :-</p> <p>(i) M/s BL Kashyap – 27 Apr 2018.</p> <p>(ii) M/s BG Shirke – 30 Aug 2017.</p> <p>(a) The defects further to that are due to lack of regular maintenance by the RWA.</p> <p>(b) An amt of Rs 62.27 lakh has been approved for certain addl wks as desired by RWA as final settlement with RWA. In this regard, till date an amt of Rs 55.0 lakh has been released and balance amt of Rs 07.27 lakh would be released after receipt of bills as intimated vide this HQ letter No B/03020/Whitefield/ UC/40/AWHO dt 15 Jan 21. RWA had given an 'Undertaking' which is enclosed at Appx B & Appx C.</p>
(b)	<p><u>Conveyance of Title Deed and Other Land Issues</u></p> <p>(i) <u>Transfer of Title Deed.</u> Even after seven years of project completion, Title Deed has not been conveyed to the Registered Association. This need to be carried out and all connected documents handed over to the Society at the earliest.</p>	<p>Presently, the land stands registered in name of AWHO by way of conveyance deed. AWHO has further passed on the undivided share of land to the allottee by way of sale deed for the DUs already registered in the name of the allottees. The same procedure will be followed for allottees who register their DUs in future. In case SVOWA wants that the land be transferred in the name of the SVOWA then the Society should take the following actions :-</p> <p>(i) Hold a General Body Meeting of society and pass a resolution to the effect that AWHO should transfer land in the name of SVOWA.</p> <p>(ii) Approach concerned land allotting authority and find out the modalities / expenses for transfer of land allotted to AWHO in the name of SVOWA.</p>

<u>S. No</u>	<u>Point</u>	<u>Comments</u>
		<p>(iii) Approach concerned Sub Registrar Office and find out the modalities and expenses involved in the registration of land in the name of society i.e Stamp Duty, Registration Charges and other misc expenditures,</p> <p>(iv) All these expenses will be borne by the Society.</p>
	<p>(ii) <u>Relinquishment of land and the Compensation Details.</u> AWHO had relinquished to BDA 1 Acre 9.04 Guntas of land for the proposed road as per RMP 2015 and also an additional 26.36 Guntas for the purpose of road widening. Compensation details arrived at between AWHO and BDA need to be intimated by AWHO alongwith the correspondence on the subject. The related documents and correspondence connected with this also need to be handed over to the Association.</p>	<p>02 acres and 39.62 guntas (12102.5 sqm) of land within the complex (park 1 to 6) has been relinquished free of cost to BDA. 26.36 guntas (2666.94 sqm) has been relinquished for rd widening and 1 acre & 9.04 guntas (4961.19 sqm) relinquished for proposed rd as per RMP – 2015 to BDA free of cost as per local bye laws. The total land relinquished is 04 acres 35.02 guntas (19730.63 sqm). The area relinquished to BDA is incl in the total area of 29 acres and 26 guntas. The relinquishment is as per BDA norms for approval of the proj. There is no compensation due on this account. Deed of relinquishment was exec on 13 Apr 2010 between AWHO & BDA, Bangalore. Copy of Relinquishment Deed fwd to SVOWA vide AWHO letter No. B/03003/15/AWHO(B'lore) dated 12 Mar 2021.</p>
	<p>(iii) <u>De-relinquishment of Land.</u> In view of the relinquished land for the proposed road is no longer included in the Draft RMP Plan of 2015 or 2031, AWHO needs to correspond with BDA and get back the land and hand over to the Society at the earliest.</p>	<p>PD, Whitefield has taken up a case with the govt officials for de-relinquishing of 1 acre and 9.04 guntas of land however officials have conveyed its non-feasibility. MD, AWHO conveyed that AWHO was open to mov the case again for de-relinquishment and the same could be jointly done by the PD & Mgt Committee (MoM dt 28 Mar 2018). Any case for de-relinquishment can only be intimated once the next plan is approved and rd is omitted from the same as per Gazette Notification issued by Govt of Karnataka in future.</p>

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	(iv) Computation of UDSL. The details of certification by AWHO on the UDSL computation are still awaited.	UDSL has been computed on the basis of available land records and Super Area of indl DU. As per records, the total land area of 29 Acres 26 Guntas including the land relinquished to BDA has been considered for calculation of UDSL of indl allottees. It is not prudent to rectify the same at this juncture due to time lapsed and registration of deeds of sale/ resale in the interim period.
(c)	<p>Handing over of Common Area Assets.</p> <p>(i) None of the common area assets has still been handed over as per the SOPs and laid down processes.</p> <p>(ii) AWHO needs to intimate a specific time schedule for handing over of all the assets as these are already long overdue.</p>	<p>(a) It has been confirmed by PD that all assets have been handed over to the then elected RWA. H/T Over documents are available with PD at site. The entire complex is being maintained by SVOWA since 2016.</p> <p>(b) List of Assets /Documents handed over to RWA has already been fwd to Society vide this HQ letter No B/03001/2/Complaint/ AWHO dated 01 Dec 2020.</p>
(d)	<p>Handing over of Documents. Handing over of Project Completion Certificate, Certified copies of all contracts, amendments, work orders and AMCs, all Warranties and Guaranties for all contracts and AMCs etc. have been long overdue. These need to be handed over to the Association at the earliest.</p>	<p>(a) Occupation Certificate issued by BDA was handed to Society by PD vide letter No B/03001/MC/ B'lore/ 04/KAN/AWHO dt 30 Oct 17. However copy of the same is attached for info of Society (Appx D).</p> <p>(b) AWHO does not give the copy of CA to any RWA. Relationship between AWHO and allottees is covered by documents / correspondence in the form of Technical Brochure, Booking Letter, Allotment Letter, various affidavits by allottees and possession letter by AWHO.</p> <p>(c) All warranties have since lapsed except for leakage/ seepages of bldgs. These are available with PD for perusal.</p>

<u>S. No</u>	<u>Point</u>	<u>Comments</u>
<u>Other Related issues</u>		
(e)	<u>Collection of Processing Fee from the Owners on resale of Property.</u> There is no justification for AWHO to take the Processing Fee from the Owners on Resale of Property when a registered association is already in place in Sandeep Vihar. There is an immediate need to stop this procedure and amount collected from all such Owners be reimbursed forthwith.	Collection of processing fee / transfer fee on resale of property is as per Para 83 of Master Brochure as amended from time to time. It is incorrect to point out this issue at this stage.
(f)	<u>Open Car Parks (OCP).</u> Legality of Selling and allotting Open Car Parks (OCP)	Open Car Parking were sold as intimated to all allottees vide Tech Brochure & Booking letter. There is no illegality in sale of OPCs. Questioning legality at this stage is not correct on the part of RWA. All receipts of Open Car Parkings have been ploughed back to Project Account and not kept by AWHO.
(g)	Repairs to Swimming Pool	An amt Rs 5.0 lakh had been fwd to RWA for repairs to Swimming Pool but the same was returned by them on 01 Dec 20 stating that the work must be got done by the Contractor under DLP of Swimming Pool and not from the project fund. In this regard, reply has been given by AWHO to RWA vide e-mail dt 23 Feb 2021.

7. **Long Term Lease Agreement.** Long Term Lease Agreement of land between AWHO and Karnataka Power Transmission Company Ltd (KPTCL) for establishing 66/11 KV Sub Station at AWHO complex to meet the power demand of residential complex was executed on 24 Sep 2019 for 2201.42 sqm of land for 29 yrs and 10 months. Copy of the same has already been fwd to RWA vide this HQ letter dated 01 Apr 2021 ([Appx E](#)).