

UPDATE : COIMBATORE PROJECT

1. Further to update on the project dt 11 Apr 2018 and 02 May 2018 on AWHO website.
2. A number of queries/complaints have been recd from the allottees of Coimbatore (Raman Vihar) project after uploading the handing/taking over schedule in the website. The above queries have been analyzed and clarified in the succeeding paras.
3. **Completion Certificate**. At present there is no concept of Completion/ Occupancy cert for sale/purchase of residential property in Coimbatore. In this connection ref Para 2h (iii) of Real Estate Regulatory Authority Rules wherein it is mentioned that :-

“ in the case of projects under execution outside Chennai Metropolitan Area, as **no provision and procedure has yet been prescribed for issue of completion certificate**, if the construction is structurally completed.....”.
4. The above has been ascertained from the President, CREDAI, Coimbatore and other senior office bearers of Building Association of India, Coimbatore, who have confirmed that at present there is no requirement of **Occupation Certificate** for Sale and possession of residential property at Coimbatore. As on date only payment of property tax and provision of electric connection by TANGEDCO is adequate for possession/sale of any new residential property.
5. **Mandatory Clearances**. All mandatory clearances would be obtained from respective departments of the Coimbatore Municipal Corporation and Tamil Nadu Govt agencies. This would include the license to operate facilities like STP, lift, Generator sets etc. Most of these clearances have already been included in the scope of the works given to various contractors who would get the respective clearances from different government agencies like Tamil Nadu Pollution Control Board, Inspectorate of Lifts etc. No additional clearance is required for Fire safety. The requirement from Tamil Nadu Fire & Rescue Department has already been indicated in their NOC. The mandatory requirement for registration of dwelling unit (DU) is property tax paid certificate alongwith energy meter card for each DU which has been done and will be provided to allottees.
6. **Defect Liability Period (DLP)**. The details of Defect Liability Period proposed for the project is as under :-

<u>Type of Accn</u>	<u>Defect Liability Period (DLP)</u>
DUs	The DLP was 12 Months from the date of actual taking over of the DUs by respective allottees as intimated in Technical Brochure. In case a DU is ready and not taken over by any allottee as per handing/ taking over schedule, the DLP will commence latest by 30 Oct 18 for that DU. However, the Project Director has persuaded the Contractor to provide 18 months DLP on the directions of MD.
Club House, Provisional Store, Security Gate, Civil works of Pump house, UG Sump, Internal roads and Security gate and any other Central amenities.	The DLP was 12 Months from the date of actual taking over of assets by the designated representatives of the User Committee as per Technical Brochure. In case a Central amenity is being used/ but not taken over by the designated representative of User Committee, the DLP for that particular asset will commence latest by 30 Oct 2018 or when it is used whichever is later. However, the Project Director has persuaded the Contractor to provide 18 months DLP on the directions of MD.

7. **Handing/taking over of DUs :-**

(a) Allottees are free to exercise the option of taking over the DU either without central amenities like club house, swimming pool, arboriculture or after the same are completed.

(b) All defects as raised by the allottee will be rectified by PD before DU is handed over.

(c) Maintenance charges will be charged only after DU has been taken over by allottee.

8. **Cost of Car Parking.** All allottees were informed that the cost of car parking will be extra through Technical Brochure at the time of Booking. In this regard Note 3 on Pg 7 of Technical Brochure refers. The reasons for charging cost of Car Parkings later are :-

(a) The type of parking ie Stilt /Covered RCC on FRP /open which is allotted to a particular allottee is only confirmed after the draw of lot is held.

(b) Cost of each type of parking is different ie Stilt/ Covered RCC/ Covered FRP/ Open and same cannot be assessed initially at the time of booking of DU.

(c) The size/ area of car parking is finalized only after full construction is done or project is near completion as different sizes have different costs being based on per sq ft area.

9. **Floor Differential.** The clarification on floor differential charges is as under :-

(a) Floor differential charges have already been intimated to the allottees in Technical Brochure vide Note at Page 6 and Note 7 on Page 7, at the time of booking which was agreed by the allottees. In case of Row House the cost of land will be shared proportionately between two units. The Row House on GF will be allotted compound area and the one on FF will be allotted a Terrace, the cost of which will be extra.

(b) The top floor allottee is given rebate due to greater thermal load and resultant disadvantage of upper floor. The floor differential for these floors are charged at minimal cost, keeping local practices and AWHO norms in mind. It is also pertinent to mention here that maximum allottees opt for ground floor however, aspiration of all cannot be met. The rebate to upper floor is given to mitigate the relative disadvantage of upper floor. In the case of the Coimbatore Project too, very few of the allottees have opted for the top floor. Most have desired allotment of the lowest available floor. Charges for Floor differential were well known to all allottees which was conveyed through Option Letter.

10. **Delay in Completion of Project.**

(a) The primary reason for delay was the failure by the first contractor to discharge his contractual obligations. AWHO cancelled the contract after all efforts to expedite the work did not elicit positive response. The process to enter into a new contract after due legal case caused an inevitable time penalty. Arbitration case against the first contractor is under process.

(b) The efforts are always made to complete the project within the given PDC. However, for reasons more often than not beyond the control of AWHO, the delays do take place.

(c) It is clarified that AWHO is a No Profit No Loss Organisation and always looks after best interests of its allottees.

11. **TNRERA Registration.** TNRERA notification was announced on 22 Jun 2017. Update on RERA Registration of AWHO Raman Vihar, Coimbatore project is as follows :-

(a) AWHO has intimated the details of structural completion of Project at Coimbatore alongwith project photographs to LPA, Coimbatore with a copy of the letter to DTCP, Chennai, as per the TNRERA notification Chapter 1(h) (iii) in Jul 2017.

(b) Col V Sudhakar, PD Coimbatore alongwith Architect Mr V Kalayanraman met Shri S Dhanarasu, Member Secretary, LPA Coimbatore on 14 Sep 2017 during which he was intimated that our case of exemption from TNRERA has been fwd to DTCP Chennai duly recommended.

(c) Any directions recd from TNRERA will be complied by AWHO.

12. **Draft Sale Deed.** Sale Deed is under finalization and Draft Sale Deed will be uploaded on AWHO website at the earliest.

13. **Project Accounts.** Project accounts are subjected to regular audit. Balance fund, if found surplus in the project account, would be refunded to the allottees once the project account is financially closed, as is being done in other AWHO Projects.

14. **Formal Recognition by AWHO to the Raman Vihar Apartment Owners Association (RVAOA).** It is clarified that AWHO would be recognizing the "Resident Welfare Association" only once it was formed following due procedure and adopting Bye Laws vetted by AWHO as given in Para 76 of AWHO Master Brochure-Jul 1987 (as amended). The central amenities / common facilities of the project shall be handed over only to a Welfare Maintenance Society formed as mentioned above.

15. **Details of other allottees.** It would be improper to share personal particulars of other allottees without their consent as it could lead to a breach of third party data clause.