

CLARIFICATIONS ON THE ISSUES RAISED BY ALLOTTEES OF AWHO WAGHOLI, PUNE PROJ

General

1. Certain queries have been raised by the allottees through tele/letters / e-mails / personal interactions with official of AWHO. Reply / clarifications / status on the queries pertaining to common interest of allottees are given in succeeding paras.

Delay in Project Completion

2. The proj got affected initially due to change of configuration of towers, to avail higher FAR available as per latest regulations of local auth. This was done to benefit the allottees. This involved fresh approval of plans from plgauth, fresh envt clearance & re-calling of tenders. Thus wk commenced only in 2016 with PDC as **Dec 2019**.

3. The project progressed as per plans till early 2019. With minor delays, handing over of tower wise DUs was planned to commence wef 01 Apr 20 onwards. However, delay occurred thereafter, due to following reasons:-

(a) **Delays Due to Contractor.** Initial delays were due to slow prog by the contractor due to financial hardship, as reserves with contractor dried up, post demonetisation & implementation of GST.

(b) **COVID 19 Sit.** Two successive waves of COVID-19 since Feb 2020 till Jun 2021 is resented, construction activities coming to a halt for most part of this period as Pune (City and District) was one of the most affected cities in entire country.

(c) **Death of the Contractor and Others Involved with the Proj.** MrYogendraYadav, the main contractor suffered from Covid for which he was in ICU and in Coma thereafter for more than one month. He died on 24 May 2021 due to Covid. The Project Manager's wife expired in April 2021 due to Covid and the supervisor of the project suffered heart attack. In addition many skilled & unskilled workforces at site contracted Covid-19, who had to be isolated and treated. All this affected the work at site.

(d) **Provn of 22 KV Feeder.** The project was planned with a commitment from 'Maharashtra State Electricity Distribution Company Limited (MSEDCL)' to provide full power requirement of the project. However, MSEDCL, while sanctioning the required electrical load, asked AWHO for provision of 22 KV electric feeder to the site from their Lonikand Receiving Station. The work progressed too slow and had to be cancelled. Work was awarded to new contractor who is likely to complete the work by end Sep 2021.

Present Status of Proj

5. Work on all towers including Towers G & H has been completed. As on 25 Aug 2021, 346 DUs have been handed over and 538 DUs have been registered.

6. Allottees of Towers G & H may also take **over their DUs conditionally on an undertaking** for carrying out interior works only in their DUs by the time OC for balance towers is received.

7. AWHO shall be running the essential services like electric supply, water supply, lifts etc for the allottees till sufficient occupancy is achieved and / or AUC / RWA is formed. Thereafter AUC/RWA will take over the maintenance responsibility.

Occupancy Certificate

8. Due to sustained efforts, part OC of six towers (i.e A, B, C, F, L& M) was obtained and handing over of DUs of towers commenced wef 15 Oct 2020. **Taking over of DUs conditionally on an undertaking was opened for all allottees** in order to avail discount on registration charges / stamp duty and carry out interior works in their DUs. Due to severe COVID wave in Pune and surge in COVID cases at site, coupled with strict curfew being imposed by State Govt, the progress of overall completion of work including obtaining of full OCs severely hampered. Action is in hand to obtain OC for entire project. Concerted efforts are on, to obtain the same in the earliest possible timeframe. In all probability, OC for entire project is expected latest by **Dec 2021**.

Quality Of Work

9. The work has been executed as per specifications provided to allottees. Certain defects pointed out by allottees in finishes and fixtures have been rectified through the Contractor. Defect rectification shall be undertaken till the Defect Liability Period (DLP).

10. A Project Management Group (PMG) was detailed by the Local Military Authority for monitoring the project. The PMG had visited frequently during construction to monitor the quality. There is no precedence or policy with AWHO to carry out third party audit of DUs and / or Central amenities.

11. The structure has structural defect liability of 5 years as per RERA rules. All other fitments in a DU or in common areas have a defect liability of 12 months from the date of taking over. Even if an allottee reports a complaint one day prior to completion of defect liability period, the contractor shall be bound to rectify the defect. Any guarantees / warranties of fixtures shall be handed over to RWA by PD once RWA is formed.

12. **Other Issues**

(a) **Window Grill**. As per scope of work, grills are provided in only those windows which are not opening in balconies/ terraces.

(b) **AC pt in Dining Room**. This has not been catered for in the plans. Allottees may carry out changes under their own arrangement.

(c) **Awnings on Top Floor DUs Balcony**. Awnings are not part of the plans. This may be put by allottees under own arrangement with permission from RWA, once formed.

(d) **Kitchen Sink Floor**. Raised platform below kitchen Sink is provided as per technical requirement. Some allottees have requested to remove it, which is technically not feasible.

(e) **Podium Leakage**. Contractor has been directed to rectify the same. It has been partly rectified. However, balance portion is also to be rectified by the contractor. In case it is not rectified by the contractor before DLP, the same shall be rectified under risk and cost to the contractor.

Electricity Meters

13. At present, 500 KW electric load is sanctioned. Based on occupancy, AWHO is trying to get additional load of 1.5 MW (Total – 2 MW) from an intermediate substation. This will facilitate installation of electricity meter of individual DUs. **The responsibility of provisioning of indl electricity meter rests with the flat owner.** However, necessary assistance will be provided by PD in obtaining individual electricity meters through third party, **if and only if allottees opt for it.**

Maintenance Charges

14. AWHO shall be running the essential services like electric supply, water supply, lifts etc for the allottees till sufficient occupancy is achieved and / or AUC / RWA is formed. **The details of maint services will be shared by PD with allottees / AUC / RWA on monthly basis.**

15. Caretaking charges of the towers have already been postponed as follows:-

S No	Tower	Dt of Commencement of Caretaking Charges
(a)	A, B, C, F, L & M	01 Sep 2021
(b)	D, J & K	01 Feb 2022
(c)	E, G & H	01 Mar 2022

Interaction with Residents

16. Regular visit to the proj has been carried out by MD / Dy MD (Tech) / officials of AWHO. MD visited the project in Dec 2020 and interacted with group of allottees. Dy MD (Tech) visited the project in Jul 2021. Further visits will be scheduled as and when required.

DXA Flats Issues

17. **Façade.** The façade in front of balcony in DXA DUs is an architectural feature. It shall not be feasible to change it at this stage.

18. **Pipelines from Toilet in DXA DUs.** These are as per standard practice and pipes have been covered with false ceiling. In the unlikely event of any malfunctioning, these shall be repaired by contractor during DLP.

Ph II Land Cost

19. The cost of Ph II land **has not been charged from Ph I allottees.** The same has been borne by AWHO from its own reserves/loans.

RERA Registration.

20. MAHARERA has extended registration of all projects by six months due to force majeure conditions arising from second wave of COVID 19. AWHO project falls in the category of eligible projects for this extension, the date has accordingly been extended till **31 Dec 2021.**

Expenditure for Common Amenities

21. The expenses for common amenities have been charged from PhI allottees. However, PhI has been constructed on 17.5 Acres, whereas they have been charged land cost for 16.8 Acres only. Hence, the amount collected from PhI allottees towards common amenities shall be adjusted against the cost of extra land area of 0.69 Acres. Remaining amount, if any, will be ploughed back in project account.

22. For info of all allottees please.