

Central Government Employees Welfare Housing Organization

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No.

By Speed Post

Date : 09/12/2014.

To,

The beneficiaries who have signed in the representation, in particular and kept unpaid any amount outstanding out of the 6th and final call-up letter and its revised notice dated 07/11/2014 and 11/11/2014.

Subject: Reply to the letter dated 18/11/2014 :: Mohali-I Hsg Project.

Sir/Madam,

The office of undersigned has received one response letter dated 18/11/2014 {copy also forwarded by M/o HUPA (AA Section) vide their memo F.No.1-19011/24/2014AA/FTS-12108 dated 15/12/2014} on behalf of few beneficiaries stating themselves to be Members of Project Monitoring Committee (PMC). It is brought to your notice Project Monitoring Committee (PMC) is headed by CEO, CGEWHO, New Delhi. The objective of constituting PMC is to monitor the progress of construction of the project at the time of construction phase. The residential units as referred in the 6th and final call up letter are complete in all respects. The said committee is not a permanent body and its entity only subsists till the completion of project/constitution of the Apartment Owners Association (AOA).

2. The Apartment Owners Association have been duly constituted on 20/09/2014 which is an elected body will look after the general up keep and maintenance works of the common amenities/properties/areas of the housing complex. The project as the matter of precedence has been bifurcated into two constituent(s) i.e. internal areas of the Dwelling Unit and the External/Common areas of the complex. The objections raised by handful of beneficiaries referring themselves as member of PMC are without basis and unsupported by due representation. The PMC stands absolved once the Apartment Owners Association (AOA) is constituted. In case the alleged members of PMC intended to file the representation, then they should have approached the AOA.

3. It is also relevant to bring to your notice that the response letters has been floated to avert payment of the mandatory installment and hence, is not bonafide. There can be no excuse for non-payment of installment. There are no rules which allow for exemption of non- payment of installments. The project is taken on '**cost to cost**' basis for the benefit of beneficiaries who are Central Govt. Employees. The Organization (CGEWHO) is only a **facilitator** of project/schemes which are executed on behalf of the beneficiaries. The grounds alleged by signatories are with respect to the common areas of the project. It is pertinent to mention here that in case you have any doubts or observe any problems with regard to the external/common areas of the project, you should approach the AOA who can represent your concerns with CGEWHO in turn. To bring to your notice, the AOA conducted inspection of the project site every week. In past, after its constitution the AOA conducted inspections of the project site and have indicated area where repair was required. The inspection report as well as observations, if any, with the noting of compliance(s) are available with project office. The report has been signed by the constituent members of AOA. With regard to the Dwelling Units, the same are complete in all respects and free from any kind of defects. Most of the beneficiaries have already paid 6th installments and have taken the possession.

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4. It is pertinent to mention the beneficiaries are entitled to raise objection with regard to the dwelling units. The beneficiaries have been called up to pay 6th installment as per the rules and in case of non compliance, the CGEWHO is not empowered to make any relaxation to the same for the defaulting beneficiaries. The non-payment of 6th installment would show non-willingness and incapability of making payment. The said approach is not permissible either under the law of the land or as per the CGEWHO Rules. The project is complete in all respects and in case of non-payment, the organization would assume the same to be a default and would be entitled to either cancel/ forfeit the allotment and seek penalty therefore. No beneficiaries had been permitted to make the benefit of any impending litigation before any of court in India. It is pertinent to mention here, even in case of extreme eventualities, allottee(s) cannot postpone payment of installment due to alleged lack of amenities as held by the Hon'ble Supreme Court and various other courts in their judicial precedents. The call letter of 6th installment is based on cost of project and is to be mandatorily paid by the beneficiaries. There is no stay against either of the beneficiaries for making 6th installment and to obtain possession of the dwelling units. The beneficiaries are entitled to raise their objections directly with the organization with regard to any defects in the dwelling unit only after taking over possession after making the payment of 6th and final installment.

5. That the revised call up letter dated 07/11/2014 and 11/11/2014 had been duly issued as there is no stay against the organization for delivering possession and obtaining the 6th installment. The allottee(s) by way of the above letters have been advised to make the payments, in case, they want to retain the allotments. The organization will not be held responsible any further for taking care of the completed dwelling units which are due payment of 6th installment. The Apartment Owners Association (AOA) has been constituted and is looking after the maintenance work of the project. In case there are any defects or damages of common areas, the same are the responsibility of the AOA. The AOA can take up the same with the CGEWHO and the organization would make compliance in accordance with its rules and project brochure. It is pertinent to mention here that the AOA pointed out certain wear and tear in its observation report which had been duly rectified. In case the beneficiaries delay the taking over of possession the organization cannot take up the responsibility forever. Once the AOA is constituted the organization put the entire maintenance/supervision work on the shoulders of the AOA. The organization does not intervene in the maintenance work thereafter. Failure to take possession of the dwelling units would burden the organization beyond necessary as the same involves huge costs. The organization in its ambit and scope does not have financial backup to take the said burden. In case the possession is not taken by the beneficiaries on time, the organization is bound to forfeit the dwelling units to sell them to other applicants interested, who have bonafide necessity for the same.

6. With regard to objections in respect of taking action against the contractor. The said does not fall within the ambit and scope of beneficiaries, since, the same is the prerogative of the organization and the beneficiaries do not have any right to interfere with the same.

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7. There are certain objections with regard to damage and wear and tear. It is pertinent to mention the glass and other consumables can get damage during the construction work itself. The same cannot be termed as defects of project work and are only normal wear and tear. Although, the organization take the responsibility to repair the same up to a specified time i.e. the **'Defect Liability Period'** which will be over on 31/12/2014. In case, the beneficiaries do not take over the possession in time and/or do not point out the defect with regard to wear and tear, the organization cannot take the responsibility of same after 31st December 2014.

8. The organization cannot hold the final call up letter for an indefinite period. The beneficiaries, in case, do not intend to pay the as per the revised 6th call letter, may revoke their allotment and take back the money/amount already paid in accordance with the CGEWHO Rules, In case, the payment of 6th installment is not paid on time the organization would assume an automatic revocation i.e. inability and unwillingness to pay the cost of project and would hence, be at liberty to forfeit the allotment.

9. It is, therefore, respectfully submitted that the beneficiary may approach the Apartment Owners Association (AOA) with regard to any defects of wear and tear in common properties. In case there are any defects or wear and tear issues with regard to the dwelling units, the beneficiaries must take over the possession after complying with due formalities and represent the same before the organization by 31/12/2014.

10. It is therefore subjected that the applicant/ beneficiaries were immediately make payment of the 6th and final installment as per the revised 6th call up letter to avert any penal consequences.

Yours faithfully,

M K Maity
Deputy Director (Administration)
For Chief Executive Officer