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Central Park 2 Residents Welfare Association

Registered under The Societies Registration Act, 1860

The Directors

Shweta Estates Pvt. Ltd. & Central Park Estate Pvt Ltd

3rd Floor, Tower D, Global Business Park,

MG Road, Gurgaon-122002

3rd Jan 2010

Sub: Urgent Issues regarding Central Park 2

Dear Sir

The Central Park 2 Residents Welfare Association (CP2RWA) formed by the owners of apartments in various towers of Central Park 2 project, would like to highlight the following major issues and seek your immediate reply to these:

a. Access to Towers 1 to 9 and Central Vista

Residents were provided a layout of the entire Central Park 2 project showing it as one integrated Residential Complex in about 50 Acres of land with a 20 Acre Central Vista. The layout, which is part of the buyers' agreement, shows 2 access gates to the entire project - one from Sohna Road (South Entry) and the other from Netaji Subhash Marg (North Entry). As per the Layout, using both these access gates, residents should have been able to drive to any tower and walk into the Central Vista from any tower and move all around the periphery. To avoid the revenue road from separating Tower 1 to 6 from other buildings, a motorable Underpass was shown in the layout connecting Towers 1 to 6 with the rest of the project.

We regret to inform that a boundary wall has been built around towers 7,8 and 9 preventing any movement to the Central Vista. Additionally, the access gate provided for towers 1 to 9 does not provide access to other towers, thereby dividing the project into two parts. We would like to highlight that towers 1 to 9 are an integral part of Central Park 2 project and should have access from both the originally committed North Entry and South Entry gates through the common roads built for all the towers in the project.

You are requested to confirm that the mentioned Underpass would be constructed soon; the boundary wall around towers 7, 8 and 9 would be removed when the construction is over and that both the access gates of Central Park 2 would be made available to residents of all the towers without any obstruction.

b. Swimming Pool in front of Towers 7,8 and 9

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As committed to all the buyers of apartments in Phase 1 of Central Park 2, there were to be two swimming pools for residents. The layout provided also clearly shows a swimming pool near towers 7,8 and 9. However, only one swimming pool has been provided in front of Towers 1 to 6. You did construct the second swimming pool in front of Towers 7, 8 &9 but did not finish it and left it without tiles. Do you expect ladies and children from Towers 7, 8 & 9 to cross the Municipal Road in their tunics and towels to go to the swimming pool in Towers 1 to 6 and back?

We request you to ensure that the second swimming pool is immediately restored and finished.

c. Clubhouse

As per the layout and as committed to apartment buyers, a clubhouse was to be made on the ground level in front of Towers 1 to 6. Buyers were also asked by your sales people to see the Clubhouse of your previous project – Central Park 1 on Golf Course Road – as a sample of the kind of clubhouse that would be provided. It was expected that the clubhouse would have a banquet hall, billiards & pool room, table tennis and card rooms, saloon, gym, fitness center with space for Yoga and Aerobics, café and restaurant with open seating facilities. In addition, it was promised to all buyers that the ground floor of all buildings from Tower 1 to 9 would be on stilts and will be used to provide these facilities.

We regret to inform that despite charging a substantial Club Membership Fee, the clubhouse has not been provided on the ground floor as promised. The ground floors of all the buildings have been converted into and sold as “Townhouses” without informing other Apartment buyers of this change. In addition, the small structure being provided on the rooftop of towers 3 & 4 is being passed off as a clubhouse. Please note that it would not be possible to have community functions – the primary objective of a clubhouse – on the rooftop of towers without disturbing residents of those towers, therefore the said structure cannot be accepted as a clubhouse.

You are requested to provide a proper structure, as originally planned, on the ground floor with all the amenities as should exist in a clubhouse worthy of being a part of Central Park 2.

d. Construction of EWS Quarters

It has come to our notice that the EWS Quarters on the plot behind Towers 1 to 6 have not been constructed. Please immediately construct the EWS quarters on the designated place as shown in the lay out plan.



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e. Escalation Charges

Since the project has been delayed much beyond a reasonable period for no rhyme or reason, escalation charges should not be charged.

Extra escalation charges, if collected from any owner, should be immediately refunded.

f. Interest Payable for delay in construction

Many owners booked their apartments in the year 2004. The construction only started between Oct 2005 and March 2006 and was supposed to end latest by March 2009. However, possession to only a few apartments has been offered only in late 2010. In fact, construction for Towers 7, 8 & 9 is still on.

For the entire period excluding the 3-year construction period, we request you to provide owners interest on the amount they have paid at the same rate at which you have charged interest for any delayed payments.

g. Refund of extra Registration Charges

The promised revised date of delivery of Apartments was March 2009 for Phase 1 and December 2010 for Phase 2. Between March 2009 and now, the government has increased the circle rates twice, leading to an increase in the registration charges for most of the apartments. The excessive registration charges from the rates valid in March 2009, which owners are now being forced to pay, should be refunded to them.

h. Penalty for delay in construction

As per the Apartment Buyers Agreement for Phase 1 apartments, you are to pay a penalty of Rs. 5 per sq ft per month from March 2009 till the date of possession. It is now being noted that you have not offered penalty for the entire delay period. Please give the penalty for delay in construction for the entire period of delay. In addition, for those owners who delayed some installments in between but have paid the penal interest for the same, full amount of penalty should be paid.

i. PLC Charges

As per the agreement, garden facing apartments were to pay a PLC as the highlight of the project was a 20 Acre Central Vista. Since the vista has not been created and as buyers will be overlooking massive construction debris for a long period of time instead of the promised garden, we request that the PLC amount being charged be deferred till such time the entire



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construction of the project is over and also make sure that no alteration in layout is done which obstructs the view of these Apartments.

j. Calculation of Super Area, Escalation etc.

You are requested to provide details of how the Super Area and Escalation charges are being calculated along with complete set of final calculations for each tower.

k. Provision of all infrastructures as shown in Original layout shown to buyers.

From the time of initial sales of apartments, one layout of the entire project has been shown to all buyers. However, now we are seeing significant changes in the layout on ground. Some of these include the Primary and Nursery school locations being used for other purposes, clubhouse or swimming pool not being constructed, different entrances being provided or blocked etc.

In this regard, we request you to issue an undertaking that all the features / facilities provided are as per your original sanction plan at the time of sale and that no features / facilities are being removed from, altered or added to the project. We also request you to ensure that all features as shown in the original layout are made available and no deviation is made from the project layout given in our Buyer –Seller Agreement.

l. Quality of Construction

There are many problems in the construction of apartments, which are being highlighted to you by individual owners who are taking possession. It has also been noted that the basement parking slots are incomplete or flooded with leaking water, there is seepage in many apartments and buildings, the quality of tiles is inferior and tiles are not properly laid, the specification of “Laminated Wooden Flooring” is not met as instead you are providing “Laminated MDF flooring”, the aluminum fittings are soiled with plaster or pre-used, electrical wires are going into the walls at many places without conduit pipes and there are large gaps between the frame and walls etc.

We request you to ensure that all deficiencies as being highlighted are immediately rectified

m. Delays in Construction

We would like to highlight that there have been significant delays in construction causing extreme difficulties to all apartment owners who have had to bear extra interest on the amounts paid to you and pay rental on their current place of residence. Till the entire construction of the project is complete, residents cannot access common facilities like both



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entry gates, central vista etc. Despite all the problems faced by owners, there seems to be no commitment from you on when the project would be completed.

You are requested to provide a detailed timeline for completion of each phase of the project for the benefit of members and to make all attempts to strictly adhere to the same.

Please note that there has been no official communication from you during the past 5 years of any changes in the project specifications, layout or quality. Therefore, it comes as a great shock and disappointment to apartment owners who had trusted your intentions and remained invested throughout the delayed lifetime of the project. These uncalled for changes and deficiencies are a cause of concern also for people who have recently purchased apartments and are now considering cancelling the same.

As these matters are of extreme importance, we request you to urgent reply to us on these queries within a week and take positive action to restore confidence amongst owners of apartments in the Central Park 2 project.

Please note that the issues raised in this letter are interim in nature and without prejudice to the owners rights that they may have in law or otherwise; and any claim to or acceptance of possession shall neither impact their rights nor be deemed as waiver of their claims.

Yours Truly,

On behalf of all the members

For Central Park 2 Residents Welfare Association

Sd/-

(Authorized Signatory)

Email: mail@cp2rwa.org

Copy To:

- a. Customer Relations Manager, Central Park 2
- b. Managing Director, Sweta Estates Pvt. Ltd.
- c. Vice President, Sweta Estates Pvt. Ltd.
- d. All members of CP2 RWA
- e. Apartment Owners of Central Park 2 project

Note: Hard copy of this letter is being sent today.