



Central Park 2 Residents Welfare Association

Registered under The Societies Registration Act, 1860

Managing Directors

Shweta Estates Pvt. Ltd. & Central Park Estate Pvt Ltd
3rd Floor, Tower D, Global Business Park,
MG Road, Gurgaon-122002

01st June 2011

RE: Outcome of previous meetings and discussions

Sub: Total disappointment and rejection by owners

Dear Sir:

We have been highlighting major issues of residents and owners of Towers 1 to 9 from 03rd Jan 2011 onwards to you. We have held in-person meetings with your team and Sr. Vice President between Feb 2011 and May 2011 besides the several phone conversations and one-on-one meetings with the Sr. Vice President. We regret to inform that despite all our efforts, no results have come out of these meetings and discussion. Please find attached a list of issues and their current status (annexure 1 – 4 pages)

It turns out that most of your assurances are false and aimed at gaining time so that the remaining stock of flats in others phases of this project may be disposed off without new buyers getting a whiff of past deeds which range from horrendously delaying the project to falling short of delivering promised facilities.

In view of this inaction by your team, we urge you to personally meet representatives of the Central Park 2 RWA **within the next 7 days to try and resolve these issues** and explain why the management of your company is dragging its feet. We further request you to monetarily compensate owners from the time of handing over of possession till the date all promised facilities such as clubhouse, nursery school, central vista etc. are delivered to the owners.

For Central Park 2 RWA

Authorised Signatory

Email: mail@cp2rwa.org

Copy To:

- a. Vice President, Sweta Estates Pvt. Ltd
- b. All members of CP2 RWA and online notice board

Annexure 1: List of issues (4 Pages)

Serial	Issue Item	Solved	Comments
1	Access for Towers 1 to 9 and Central Vista North & South Gate Entry should be accessible for all towers in order to go around the complex through peripheral Road	No	You are providing access from South Gate only to Tower 1 to 9. ABA promises access from North and South Gate. We need a clear, unconditional written statement that owners of Towers 1 to 9 will have access to both North & South Entry Gates and Central Vista
2	Remove Boundary Wall around Central Vista so residents of towers 1 to 9 have access	No	You have stated in Newsletter that wall will be removed after construction is over. This is not acceptable; wall should be removed the moment Central Vista is created for any towers. New temporary wall can be made around areas where construction will continue.
3	Underpass – to connect near Tower 1 to Tower 26 as promised in layout plan	No	You have made no attempts to get the Underpass approved despite STP directions. The underpass has to be constructed. Till such time underpass is ready access gate should be made available near Tower 1 to enter and access Central Vista and North Entry Gate.
4	Townhouses built on ground floor of towers 1 to 9 are in violation of the ABA.	No	Since area that was part of clubhouse on ground floor as per ABA has been sold off, it tantamounts to cheating of flat buyers and breach of trust. We urge you to provide alternative common area or refund the amount collected from sale of common area.
5	Central Vista (Garden) should be immediately provided as promised	No	The highlight of the project, which was promised to owners of Tower 1 to 9 from 2004 onwards, should be immediately made and handed over
6	Swimming Pool in front of Towers 7,8 and 9 should be immediately constructed as per original layout plan	Partially	Construction work has started on swimming pool. Deadline of 31 st May 2011 given to us has not be met.
7	Swimming Pool in front of Towers 1 to 6 not operational	Partially	The swimming pool is not been made operational despite possession having being offered more than 6 months ago. This is the season where residents and their guests can put the pool to best use. The pool should be made operational immediately with a life-guard and water re-cycling facility.
8	Clubhouse for Phase 1 should be constructed on Ground floor, Size should be as promised.	No	Your unofficial offer for constructing a clubhouse of size 6000 Sq Ft is not acceptable to us. We are offering to resolve the issue by accepting a reduced area of 20000 Sq Ft. Moreover, the club should be state of

			art with all modern day facilities like a large banquet hall, world SPA, restaurant, coffee bay, celebration hall, library, meeting lounge, card games area, indoor games etc. Construction of these facilities should also commence immediately without further delay.
9	Location of infrastructure in the complex	No	It was decided in the last meeting that the new layout plan highlighting location of various facilities would be discussed with CP2RWA before it is sent for approval. The same has not been done.
10	Nursery School, Crèche and Primary School	No	None of these are made and the RWA hasn't been informed about the location of these yet.
11	EWS Dwelling Units should be provided at the same place as shown in layout plan.	No	Construction hasn't started for EWS, as decided in last meeting in March 2011, you were supposed to show the proposed location of EWS quarters before sending the new layout plan for approval, same has not been done.
12	Calculation of Super Area – Calculations should not include anything that is excluded in ABA.	No	Areas not included as per ABA are still calculated for and charged to owners. Such areas include Gym Area, Changing room for swimming pool, utility Block, Clubhouse/Multipurpose Hall, Rooftop Areas. Areas outside the footprint of building should not be included as per ABA.
13	Provision of all infrastructures as shown in Original layout shown to buyers. Builder should provide certificate that all items shown in layout plan are there.	No	Your team has refused to provide the certificate. This clearly shows your intent.
14	Provision of Needs store in the Tower 1 to 6 complex	No	A Needs provision store should be immediately commissioned in the Tower 1 to 6 complex without delay since many families have already moved into these towers who face serious challenges meeting their day to day grocery requirements.
15	Erratic water and power situation	Partially	The water and power situation in the complex continues to be erratic
16	Improve security	Partially	The security situation in and around the complex is not acceptable as free and unrestricted movement of outsiders continues unchecked. The RWA has several times emphasized the need for better-trained security personnel and security equipment (cameras and tracking devices. It would be ideal to hire the services of a good security consultant to advise on improving security since the towers in phase 1 are not co-

			joint and movement around various parts of phase 1 will not be hazard free due to the sector road and lack of underpass or a safe, secure and dedicated safe passage for movement between Tower 1 to 6 and Towers 7 to 9. Both the In & Out gates for T 1- 6 are open 24x7 as they are immovable and guards on duty are not even able to move them a bit. These gates need to be supported by motors for free movement and to be kept closed specially during nights to avoid a security breach
17	Quality of Construction – Deficiencies to be rectified. Warranty of 1 year post possession should be honored as per contract. All seepages should be rectified and any damages due to same should be borne by CP2.	No	While you have agreed to re-check and fix everything, the warranty period of 1 year should start from the actual handing over of building in livable condition. Construction in Towers 7 – 9 is not yet over and therefore the warranty of the entire Phase 1 should start after all Towers are handed over in livable condition with all promised facilities in place (i.e., the ones mentioned in this letter). Residents in Towers 1 – 6 are still facing several challenges till date on account of water seepages resulting in damage of personal property
18	Escalation Charges should be refunded with interest due to delay in construction	No	As per ABA, escalation charges can only be calculated for a maximum period of 36 months. You have calculated with a base index of 2004 for the period 2006 to 2009, thereby causing a higher impact for the entire 2004 to 2009 period. Your team has refused to refund incorrectly calculated escalation charges.
19	Creation of Direct Access for Tower 1 to 9 from Sohna Road	No	We have found out that efforts are being made to make an independent access for Towers 1 to 9 from Sohna Road. Please note that residents of all towers must have access to all gates in the project and should be able to drive through the peripheral roads as promised in Apartment Buyer Agreement. Any change in that would not be acceptable.
20	Interest for delays in construction should be payable for full period for which CP2 has kept buyers money, excluding 36 months period.	No	Your team has refused to consider this demand.
21	Refund of excess Registration Charges - Owners are forced to pay extra registration charges due to delays by Builder. If registration had been done by 2009 as promised, registration	No	Your team has refused to consider this demand.

	charges would have been significantly lower. Increase in registration charges should be refunded by CP2		
22	Penalty for delay in construction should be paid for entire 35+ month delay as per contract, not just for the 5 months for which it is being offered	No	Your team has refused to consider this demand.
23	PLC Charges should be deferred till entire construction is over. Alternatively, Builder should pay interest on the amount till construction is over.	No	Your team has refused to consider this demand.
24	Delays in Construction - Builder should provide timeline for completion of each phase of project.	No	Your Sr. Vice President has given a broad timeline of 2015 for entire project verbally. However, the same should be confirmed formally to all residents.
25	Improvement in Services - Builder should improve their communications with buyers and attend to their individual problems constructively.	Partially	Your team has been more responsive in the past few months but a lot of improvement can still happen.
26	Move Changing room of swimming pool to ground floor	Partially	Construction work of changing rooms has just started on ground floor. Area of changing rooms added in Super Area calculation needs to be removed.
27	Removal of your RWA for improvement in services of maintenance agencies.	No	The RWA created by your employees, "Bellevue Central Park 2 Condominium Association" should be cancelled and the RWA created by apartment owners "Central Park 2 Residents Welfare Association" should be allowed to take over.