

Registered A.D./ Speed Post

To,
M/s Sweta Estates Pvt Ltd
21/ 48 Malcha Marg
Diplomatic Enclave
New Delhi- 110021

Also at :
M/s Sweta Estates Pvt Ltd
Central Park 2
Sohna Road
Sector 48
Gurgaon, Haryana

LEGAL NOTICE

I, on behalf of and under instructions from my client Central Park 2 Residents Welfare Association (Regd) having its office at Flat No. E 201, Park View 1, Sohna Road, Sector 48, Gurgaon, Haryana through its President Mr M L Ahuja do hereby serve upon you legal notice of the following facts and circumstances:

1. That my client is an association of persons who booked apartments in Central Park 2, Sohna Road, Sector 48, Gurgaon, Haryana that was constructed and being developed by you.
2. That at the time of offering the said project for sale you made tall promises to my clients but you have not fulfilled the same and your this act constitutes gross deficiency in service for which suitable legal action shall be initiated against you.
3. That you have first executed 'Apartment Buyer Agreement' with members of my client association and promised to offer them apartments in Central Park 2 project within a stipulated period but you deliberately and intentionally delayed the construction and development of the said project and enjoyed the hard earned money of the members of my client that was paid to you towards consideration for purchase of apartments. You are liable to pay interest on delayed possession.
4. That you deputed one Mr Manoj Yadav & Others to some of the members of my client's association and requested them to allow the said Mr Manoj Yadav to execute sale deed on their behalf pertaining to transfer of title of apartments in Central Park 2 project constructed and developed by you.
5. That you executed 'Conveyance Deed' with some of the members of my client's association which were registered in the office of the Sub Registrar, Gurgaon, Haryana without my client's members actually subscribing their hand and signatures unto the same.
6. That by deputing said Mr Yadav & Others who was in fact your representative as representative of my client's members, you played fraud upon my client's members.
7. That you completely changed the covenants of the Apartment Buyer Agreement in said conveyance deeds (details of which are appended below) on your own without taking any consent or concurrence from members of my clients:

{{ Name, Apt No, date of Registration and Name of Person who executed deed on behalf of vendee - of 26 Members who are party to this case ...removed for privacy reasons }}
8. That in clause 2 of the said conveyance deeds executed by you, you have included proportionate 'common area' for calculating price of apartment, which is excessive, illegal

and uncalled for. That the Annexure 1 defined in this clause should be the same as Annexure 1 as defined in the 'Apartment Buyer Agreement' signed by my client's members.

9. That your greed does not stop here and vide clause 3, you on your own have taken exclusive ownership rights of 'all such area that are not included in Part A, B and C of Annexure – I ' and have further declared that 'no apartment vendee shall claim any right thereon.' Your aforesaid act is not in letter and in spirit of the Haryana Apartment Ownership Act, 1983

10. That by including clause 4 in the said 'Conveyance Deed', you on your deciphered the definition of 'Common/ General Area' as defined under Haryana Apartment Ownership Act, 1983 and have arbitrarily excluded common or general area on which 'construction is or will be permitted by the competent authority'. Your this act is completely illegal and is void ab initio since you are not empowered by law to decipher legal definitions as per your convenience. That you cannot exclude common areas while filing Deed of Declaration under the provision of Haryana Apartment Ownership Act 1983 at a future date after the signing of this Deed of Conveyance.

11. That in clause 5 of the said 'Conveyance Deed', you have excluded 'basement of the building' from 'common area' which is a clear violation of Haryana Apartment Ownership Act, 1983. . That you cannot exclude basement from common areas while filing Deed of Declaration under the provision of Haryana Apartment Ownership Act 1983 at a future date after the signing of this Deed of Conveyance.

12. That vide clause 8 of the 'conveyance deed' you have curtailed legal rights of the members of my client' association that 'The vendee undertakes not to raise any objection or claim against the vendor with regard to any defect in construction, area and plan of the said apartment in any manner whatsoever. That the vendee shall have no claim against the vendor in respect of any item or work in the said apartment which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason what so ever'. Also in the said clause it is wrongly mentioned that ' The vendee has inspected the said Apartment and found the same in good and satisfactory order' to escape his liability on defects in construction.

13. That clause 12 of the said 'Conveyance Deed' is incorrect and illegal as it is forcing members of my client to agree and accept conditions that would be imposed in the future. That as a Vendor you should have filed Deed of Declaration under the provisions of Haryana Apartment Ownership Act 1983 prior to executing the Conveyance Deed, if the conditions in the Deed of Declaration were to be imposed on members of my client.

14. That clause 18 of the said 'Conveyance Deed' is invalid as it takes away legal rights from members of my clients that may arise in the future.

15. That vide clause 20 of the said 'Conveyance Deed', you have arbitrarily decided that agency for maintenance of apartments shall be decided by you whereas after completion of construction and handing over the possession of apartments to their respective owners it is respective owners who shall form an association themselves for welfare and for maintenance of the apartments. By handing over charge of maintenance to your nominated agency, you are dictating terms on my client's members and the said term is grossly unreasonable and unjustified. Further, my client's members have deposited "Interest Bearing Maintenance Security (IBMS)" with you so that it can be transferred to the Association formed by themselves for welfare and maintenance of the apartment. The amount so deposited is not for you or the maintenance agency decided by you.

16. That in Annexure – I under Part B you have enumerated 'List of general commonly used area and facilities within Central Park II ..' wherein you have wrongly included DG Rooms/ D G Sets, Electric Sub Station/ Transformers/ Electrical Panels, Maintenance/ Service Rooms, Lawns and Play area including lighting and services etc, Guard Posts,

Fire Control Room + Reception+ Lobby+ Security Room, Gym Area, Non Tower stairs, Utility Block at Basement, Ground, Mezzanine, Terrace Floors; Security Room area, changing room for swimming. You may please note that these areas have to be provided by you and my client's members are not supposed to pay for these common areas as enumerated above. Further, as per Annexure 1 defined in the Apartment Buyer Agreement and signed as a contract by both you and my client's members, areas that are outside the building in which the apartment is located will not be included towards calculation of Super Area

17. That for common area as enumerated at S.No. 14 above you have assumed your ownership by shifting the onus to vendees (members of my client's association) by mentioning that ' ..and the apartment vendee agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the vendor and the vendor shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.' This is highly objectionable, illegal and unjustified.

In view of the aforesaid submissions I hereby call upon you to immediately rectify the 'conveyance deed' executed by you with members of my client's association as detailed at S.No. 7 above within 30 days of receipt of this legal notice by executing a 'Rectification Deed' interalia deleting the aforementioned objections and this 'Rectification Deed' shall be duly registered in the office of the Sub Registrar, Gurgaon, Haryana; failing which my client has given me clear instructions to initiate suitable legal action civil and or criminal against you at your risk, cost and consequences.

Advocate