

# AIRI & ASSOCIATES

Advocates & Solicitors

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## REGISTERED A/D

Sh. B S Chauhan (Advocate)  
**INDUS LAW FIRM,**  
4290-3, Ansari Road,  
New Delhi 110 002


16.09.2011

Ref. Your Notice dated 20.07.2011

Dear Sir,

Our clients M/s Sweta Estates Pvt. Ltd have placed in our hands notice dated 20.07.2011 issued by you on behalf an alleged association namely Central Park - II Residents Welfare Association and have instructed us to reply you as under;

1. That our client does not recognize any such association allegedly made by few persons or residents. However this reply is being issued on the assumption that some of the persons behind this alleged association are customers of our client.
2. The contents of your notice are not only against the terms of the agreement between our clients and the allottees but are also against the law.
3. Our clients have already issued various notices to all residents with regard to the various activities being undertaken by them in the project. Certain persons are however indulging in such activities which are against law and which can only be termed as hindrance in workings of our clients and nuisance to the other residents. The Association of the apartment owners is to be constituted for the purpose of the maintenance of the common





areas and for other facilities. An Association for such compliance of the provisions of the Act has been duly constituted.

As regards the various contentions raised in your notice regarding execution of conveyance deed by Mr. Manoj Yadav, it is stated that the allegations and averments made in your notice are false and frivolous and against the records.

Only duly authorized persons have signed the Conveyance Deed and in certain cases the allottees in order to avoid any delay or charges and also due to the exigencies faced by them, did not come forward for signing the conveyance deed and duly authorized Mr. Manoj Yadav for the said purpose. It is however stated that terms of the conveyance deed were similar to the terms of the Apartment Buyers Agreement and were duly approved by the allottees before giving the authorization and before its execution. The contentions raised by you in your notice as such are frivolous.

4. As regards the contention raised by you in notice regarding common areas is concerned the same has been specifically defined in ABA and the Conveyance Deed. Any area which has not been charged to allottees or is not a part of super area is excluded from purview of common area. The allottees having enjoyed the benefit and having accepted the terms of Apartment Buyer Agreement at inception is now estopped in law and equity from challenging the same.

5. Our client has fulfilled all requirements of the Haryana Apartment Ownership Act and the rules framed there under. After having taken the possession of the apartment no person can challenge the terms of conveyance deed or the Apartment Buyer Agreement. All the allottees had an option available to them not to enter into the Apartment Buyer Agreement or to book any apartment with our clients.



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In view of the above we therefore call upon you to withdraw your notice dated 20.07.2011 and if any action is initiated against our client the same shall be defended at your costs.

Yours Sincerely,  
For AIRI & ASSOCIATES



(Anil Airi)  
Advocate