

SREEVATSA ASSOCIATES

Advocates

50, II STAGE, INDIRANAGAR, BANGALORE 560 038
91-80-25252898, 25297715, 25295506

Ref. No.: NL- / 2012-13

REGISTERED POST ACK DUE
BY REGISTERED SPEED POST ACK DUE
BY COURIER

30th August, 2012

1. ALPINE BUILDERS PRIVATE LIMITED
No: 302, Alpine Arch,
No: 10, Langford Road,
BANGALORE 560 027
2. ALPINE HOUSING DEVELOPMENT CORPORATION
No: 302, Alpine Arch,
No: 10, Langford Road,
BANGALORE 560 027
3. SHRI N KRISHNA REDDY
Doddanakundi Village
K R Puram Hobli,
BANGALORE EAST TALUK
4. SHRI N KODANDARAMA REDDY
Doddanakundi Village
K R Puram Hobli,
BANGALORE EAST TALUK
5. SHRI N MUNI REDDY
Doddanakundi Village
K R Puram Hobli,
BANGALORE EAST TALUK
6. SHRI N SRINIVAS REDDY
Doddanakundi Village
K R Puram Hobli,
BANGALORE EAST TALUK

Sirs,

We act for Alpine Eco Apartment Owners Welfare Association, a society registered under the Societies Registration Act, (Regn. No: SOR/BLU/DR/27/2009-2010), having its office at #13, Doddanakundi Viliage, Krishnarajapuram Hobli, Marathahalli Outer Ring Road, Bangalore 560 037.

Our client informs us that the first and second of you are persons who have built and developed lands belonging to the third, fourth, fifth, sixth of you above named and late N Ravindra pursuant to an agreement/s between you. Our clients have, pursuant to advertisements and representations made by you the above named purchased apartments



in the said development in the belief that the promises held out and the representations made by you, the above named, would be fulfilled / kept, for valuable consideration.

Our clients inform us that possession was handed over to its members and documents of conveyance were also executed, even whilst the development was incomplete. This delivery of possession neither absolved you, the above named, of your obligations to complete the development as promised / represented nor constituted any manner of waiver or abandonment of rights by the members of our client.

At a meeting held on 05-08-2010 attended by representatives of the first and second of you above named and our client it was agreed, for reasons stated and recorded in the minutes of that meeting that:

1. the responsibility of maintenance of the buildings / developments completed till that date would be handed over to our client by 31-08-2010.;
2. the first and second of you above named would provide accurate and updated statements of accounts showing alleged arrears of maintenance due from owners of apartments;
3. the first and second of you above named would refund property tax either by adjustment against arrears of maintenance or by payment to those not in arrears;
4. the first and second of you above named would provide details of Service Tax remittances made with supporting documentation;
5. there would be a joint inspection of facilities and provision / restoration by the first and second of you above named of such facilities to promised levels;
6. the first and second of you above named would be given reasonable time (at your request) for meeting the other demands made by the members of our client, as recorded in the minutes of the aforesaid meeting;
7. the first and second of you above named would provide receipts, drawings, plans, approvals etc by 31-08-2010;
8. the first and second of you above named undertook to confirm your liability for defects discovered after 31-08-2010 and that warranty liability of the members of our client would be met on the basis of individual claims.

Our client informs us that the first and second of you above named have demanded and received from the members of our client:

- (a) BESCOM & BWSSB Deposit of Rs.100 per square foot collected from each of our client's members, which has not been deposited with the authority. The amount so collected but not deposited is Rs. 7,50,00,000/- only;
- (b) The first and second of you above named have received from the members of our client a sum of Rs. 25,00,000/- towards Sewage Treatment Plant and Water Treatment Plant, which has not been utilized but converted to tour own purposes;
- (c) the first and second of you above named have received from the members of our client a sum of Rs. 50,00,000/- towards RWH, which has been misappropriated / converted to your own use;
- (d) the first and second of you above named have illegally constructed about 53 or more flats on the ground floor which you have not demolished / removed inspite of demand;



(e) a closer inspection of the premises discloses that the first and second of you above named have not completed painting and the quality of work of concreting and civil works is below par and a safety hazard and not adhering to Fire Safety stipulated norms. This including building of sky bridges for fire safety escapes in all blocks.

All the above could not have been done without the active assistance of the land owners, the third to the seventh of you above named.

Our client informs us that it is clear that right from the inception you had no intention of performing your obligations and you had fraudulently induced the members of our client to purchase apartments and pay valuable consideration for the same. There is fraud in your actions.

You are called upon to confirm that you will refund the monies converted by you as aforesaid and also complete the works left undone and repair the works badly done, within 12 hours of receipt of this notice by you, to us, in writing.

Should you fail to respond our client will initiate appropriate civil and criminal proceedings against the first and second of you above named and also officers in default and other named in this notice without further notice at your risk, cost and responsibility.

Yours sincerely,

For SREEVATSA ASSOCIATES



Copy to: 1. The Commissioner BBMP

2. The Secretary, Bangalore Water Supply and Sewerage Board

3. The Commissioner of Police, Bangalore ✓

By Registered Speed Post Ack Due ✓

FOR IMMEDIATE AND NECESSARY ACTION