BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

SOUTHERN ZONE BENCH AT CHENNAI

APPEAL NO: 29 OF 2020

IN THE MATTER OF:-

S.K. VIJAYKUMAR … APPELLANT

VERSUS

KARNATAKA STATE ENVIRONMENT IMPACT

ASSESSMENT AUTHORITY AND ORS. … RESPONDENTS

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REJOINDER TO THE COUNTERS FILED BY RESPONDENT NO. 1, 2, 3, 5 AND 7

MOST RESPECTFULLY SHOWETH:

1. That the Appellant has filed the above titled Appeal under Section 16 of the National Green Tribunal Act, 2010 challenging the grant of the Ex-post facto Environmental Clearance dated 24.08.2020 granted by the Karnataka State Level Environment Impact Assessment Authority ("Karnataka SEIAA") to Respondent No. 2, M/S Resonance Laboratories Pvt. Ltd. ("Project Proponent") for the change in product mix within existing manufacturing facility in KIADB Industrial Area, Bashettihalli Village, Doddaballapur Taluka, Bangalore Rural District.
2. That the present rejoinder is being filed in order to Rejoin to the counters filed by the Respondent Nos. 1, 2, 3, 5 and 7 to the above titled Appeal. That the Appellant denies all the averments made by the Respondents unless specifically admitted or are a matter of record and re-iterates the contents of the Appeal.
3. That the Respondent Nos. 1, 2, 3, 5 and 7 in their respective counters have raised the following contentions:
    i. The Appellant has no locus standi to file the Appeal.
    ii. The Respondent No.2-Project Proponent has not illegally expanded project area or changed the product mix and capacity without obtaining any prior Environmental Clearance under the EIA Notification, 2006
    iii. The land owned by the Project Proponent is designated as an industrial area.

iv. TGR Notification is not a declared Eco-sensitive Area nor a Biosphere Reserve and is 60kms away and does not affect the categorization of the Project as category A or category B in Zone-1 as General Conditions does not apply.

v. KSPCB issued several CFE's to Project Proponent during 1994, 2008, 2012 & 2014 and the violation is merely regulatory and the damage to environment is negligible.

vi. The Project Proponent complied with all the conditions stipulated for one time Window for Regularisation of Violations proposed by MOEF&CC by notification dated 14.03.2017.

vii. The Project Proponent has stated that proper assessment of ecological damage was done in the EIA Report based on impact on environmental attributes.

viii. The product mix changes that the respondent undertook are now permissible as per the Office Memorandum dated 28.12.2021 issued by the MOEF&CC for drug/pharmaceutical units without limiting to specific products.

4. With respect to the above contentions raised by the Respondent Nos. 1, 2, 3, 5 and 7, the Appellant is giving the following Rejoinder:-

5. **That in rejoinder to contention No. (i)** that the Appellant has no locus standi to file the Appeal, it is stated that the same is wrong and denied. The Appellant submits that the area in question is unique and surrounded by different types of highly eco-sensitive areas, including the Tippagondanahalli Reservoir (TGR), built at the confluence of Arkavathi and Kumudvathi Rivers. TGR is also an important source of drinking water to the city of Bangalore and the surrounding areas. The Appellant is an agriculturalist and his agricultural lands are situated at a distance of around 1 km from the project in question. The Appellant submits that the illegal change in the plant area and product mix generating effluents, and or emissions by a RED category water intensive industry pollutes the area in which

the Appellant has agricultural land. Hence, the Appellant is directly affected by the project in question.

6. It is stated that the Principal Bench of this Hon'ble Tribunal in the matter of ***Vimal Bhai vs. Ministry of Environment & Forest & Others (Appeal No. 5 of 2011)*** has settled the proposition regarding the definition of aggrieved person as well as the *locus standi* of the person. This Appeal was decided on 14.12.2011 while observing that -

> *"A reading of Section 2(j)(i) to (viii) would reveal that any individual, Hindu undivided family, Company, Firm, an association of persons or a body of individuals whether incorporated or not, trustees of a trust, a local authority and every artificial juridical person not falling within any of the preceding sub-clauses, would indicate "person" who can maintain an application/appeal under the NGT Act. But, it is the argument of the learned counsel of the Respondent that even the above defined person shall be a person either aggrieved or injured directly or indirectly and not otherwise.*
>
> *Then the question arises whether in the environmental matters, a person who is really aggrieved/ injured shall alone be permitted to approach this Tribunal. A combined reading of the above sections, would indicate, that any person whether he is a resident of that particular area or not whether he is aggrieved and/or injured or not, can approach this Tribunal. In such situations, it is of course necessary to scan and find out the credentials of the applicant/appellants as to their true intentions and motives. No doubt that in the present case though the appellants have participated in the EC proceedings and they have not challenged the same. However, that does not mean that they cannot challenge the FC proceedings on any available legal grounds (However, it is to be noted that in the guise of challenging the FC, the appellants cannot be permitted to raise the grounds which might be raised, had the EC was challenged). Appellants apprehend a great danger and disaster to the environment and ecology, if the project is not properly envisaged and does not satisfy the principles of sustainable development and precautionary principles as is mandated under Section 20 of the NGT Act. In the matters of environmental cases, any individual or persons and body of individuals can agitate as to the correctness of the study of environment and ecology made by the granting authority. Further, nothing substantial has been demonstrated to doubt the credentials of the appellants except saying that they (appellants) are not aggrieved and/or injured person (s) under the Act and they are a busy body and their motives are ulterior. The person injured per-se as occurred in Section 18 (2) of the NGT Act is only for the purpose of claiming relief, compensation or settlement of disputes, is altogether different from the person aggrieved as available in Section 16. Person aggrieved and person injured are two different words which connote different meaning. Under Section 16 any person aggrieved can approach this Tribunal by way of filing an appeal. Whereas, under Section 18 (2) the person injured per-se, whether it is an individual or a body of individual or a social organization or a Hindu joint family etc. Further under Section*

14 and 16 any person can approach this Tribunal for appropriate relief including the relief under Section 18.

"From the above it is clear that the State shall endeavour and safeguard the environment and wild life and it is the fundamental duty of the citizen to improve the natural environment including forests, lakes, rivers, and wildlife and also to have compassion for living creatures. Once, the protection and improving the natural environment is the fundamental duty of a citizen, any person can approach this Tribunal and agitate his grievance as to protection and improvement of the natural environment. The statutory provisions are subservient to the constitutional mandates. The person as defined or person aggrieved as occurs in Section 2(j), 16 and 18 (2) of the NGT Act cannot be placed above "every citizen" as appears in Article 51(A) of the Constitution of India. Once the mandate is of every citizen, any person can approach this Tribunal complaining environmental threat in the activities of the State or any organization or individual.

Therefore, we are of the view that the appellants are interested persons in the environment and ecology of the area, though they are not directly affected/ injured at this point of time. But, they can be definitely called aggrieved persons since they apprehend some danger, if the project is launched without taking proper precautions. The person aggrieved in environmental matters must be given a liberal construction and needs to be flexible. Therefore, we are of the considered opinion that persons like the appellants are also entitled to approach this Tribunal and the appeal is maintainable."

7. The Hon'ble NGT, Principal Bench in the case of ***Goa Foundation vs. Union of India, 2013 All India (NGT) Reporter (New Delhi) 234*** where on the question of *locus standi*, the this Hon'ble Tribunal held as under:-

"25.The very significant expression that has been used by the legislature in Section 18 is 'any person aggrieved'. Such a person has a right to appeal to the Tribunal against any order, decision or direction issued by the authority concerned. 'Aggrieved person' in common parlance would be a person who has a legal right or a legal cause of action and is affected by such order, decision or direction. The word 'aggrieved person' thus cannot be confined within the bounds of a rigid formula. Its scope and meaning depends upon diverse facts and circumstances of each case, nature and extent of the applicant's interest and the nature and extent of prejudice or injury suffered by him. P. Ramanatha Aiyar's The Law Lexicon supra describes this expression as 'when a person is given a right to raise a contest in a certain manner and his contention is negative, he is a person aggrieved' [Ebrahim Aboodbakar v. Custodian General of Evacue Property [AIR 1952 SC 319]. It also explains this expression as 'a person who has got a legal grievance i.e. a person wrongfully deprived of anything to which he is legally entitled to and not merely a person who has suffered some sort of disappointment'. "

8. That in ***Save Mon Region Federation vs. Union of India and Ors. (M.A. No. 104 of 2012 in Appeal No. 39 of 2012)*** it has been held that:-

> *"18. Law gives a right to 'any person' who is 'aggrieved' by an order to prefer an appeal. The term 'any person' has to be widely construed. It is to include all legal entities so as to enable them to prefer an appeal, even if such an entity does not have any direct or indirect interest in a given project. The expression 'aggrieved', again, has to be construed liberally. The framers of law intended to give the right to any person aggrieved, to prefer an appeal without any limitation as regards his locus or interest."*

9. The National Green Tribunal in ***Krishan Kant Singh v. M/s. Triveni Engg. Industries Ltd.[O.A NO.317/2014]*** held that:

> *"Under the provisions of the NGT Act, any aggrieved person can approach the Tribunal for redressal of his grievances in relation to environment within the ambit and scope of Sections 14, 16 and 18 of the NGT Act. The legislative object appears to be to catalyse the access to environmental justice, which need not be circumscribed by strict rule of locus standi in legal prescriptions."*

10. The Appellant submits that this Hon'ble Tribunal has interpreted the meaning of any person aggrieved in ***Amit Maru v. Secretary, Ministry of Environment & Forest*** *reported in* ***2014 SCC OnLine NGT 6972*** a person aggrieved may be due to loss of environment, breach of environmental norms or like causes. It has been stated as follows:

> "19. **We cannot brush aside the purposive interpretation of expression "any person aggrieved" as used in Section 18(2)(e) of the National Green Tribunal Act, 2010. It is not referable to any person aggrieved by any kind of order as such, but may be a person aggrieved due to loss of environment, breach of environmental norms or like causes.** Only barrier is that his action shall not be baseless, ill-motivated or that outcome of vendetta nor shall he be a person disinterested in such cause of environment but wants to take garb thereof for extraneous reasons. In latter cases the Application may be dismissed and the Tribunal will have to be on guard."

(Emphasis supplied)

11. That it is very clear from the above cited Judgment that any person whether directly aggrieved or not may approach the Hon'ble Tribunal to initiate an action on *bonafide* ground to agitate his grievance with respect to protection and improvement of the natural environment. Also, any person being aggrieved with the threat or damage caused by the activities undertaken by the Respondent No.2 as in the present case, can very well espouse the cause before this Hon'ble Tribunal.

The Appellant therefore, falls within the definition of "person aggrieved" and the present Appeal is maintainable.

12. **In rejoinder to contention No. (ii) that the Respondent No.2 has not illegally expanded project area as well or changed the product mix and capacity without obtaining any prior Environmental Clearance under the EIA Notification, 2006,** it is stated that the same is wrong and denied. The Respondent No.2 has stated that the present approval sought under the impugned Environmental Clearance is for a total capacity of 10.29 Tonnes Per Annum (TPA) which amounts to about 28 kg/day. In this regard, the Appellant submits that the Project Proponent has conveniently concealed in their counter that while the total capacity is 10.29 Tonnes Per Annum (TPA), the product mix has been increased from 5 (in 1992) to presently 19.

    Copy of the EC dated 20.08.1992 showing the product mix allowed to be 5 is in 1992 is marked as **ANNEXURE-A12**

    Copy of the Executive Summary in draft EIA Report showing the product mix to have increased from 5 (in 1992) to presently 19 is marked as **ANNEXURE-A13**

13. Further, the Project Proponent was allotted an area of 7382 sq. mt. vide allotment letter dated 07.05.1985. This area of 7382 sq. mt. was subsequently expanded to 32374.85 sq. mt. which is four times more than the original area allotted in 07.05.1985.

    Copy of allotment letter dated 07.05.1985 is marked as **ANNEXURE-A14.**

14. Further even the prior EC dated 20.08.1992 is illegal without EIA Report & EMP Report violating KSPCB Siting Guidelines for new industries to be set up in Karnataka State and that too without any EC obtained by the KIADB which is establishing new industrial Area which is mandatory as per KSPCB Siting guidelines criteria which is in force prior 1994. Also, it is pertinent to note that the said KSPCB Siting Guidelines for setting up of New industries in the State of Karnataka which were available in the website of KSPCB is now removed for

reasons best known to them. It is pertinent to note that EC should precede CTE and not the other way which is violation of KSPCB Siting Guidelines.

15. That Environmental Clearance was granted by the Department of Ecology, Government of Karnataka on 20.08.1992 for 5 products in an area of 7382 sq.mtrs, whereas the details like the application, guidelines criteria, categorization of industry/industrial area and the procedure followed in granting the alleged Environmental Clearance are not on record. It is pertinent to note that the Environmental Clearance granted is not perennial and the KIADB has not obtained any Environmental Clearance for establishment of the said Industrial Area. However, there are no details of renewal of Environmental clearance, if any, as well as EC obtained during change/increase in project area while purchasing adjoining private agricultural lands outside KIADB industrial area about 0-18 guntas (in the year 1997) and 0-14 guntas (in the year 1998) as well as 417 sq.mtrs adjacent plot inside KIADB industrial area (in the year 2000) and again by purchasing adjoining private agricultural lands outside KIADB industrial area about 04 acres 36 guntas (in the year 2003). This fact is clear from the perusal of land related documents submitted by Respondent No.2 to SEIAA after public hearing for appraisal and which documents are available on SEIAA website. Assuming and not admitting that the KIADB had taken the EC for establishment of the said industrial area from the competent Authority, then there would be no need for the Project Proponent to take separate EC for the establishment of their project within the notified industrial Area, but not now, since both failed to obtain necessary EC from competent Authority whenever there is a change in the scope of the project area on the first count that too when there was a second sale deed by KIADB for an alleged vacant area of 417sqmtrs as shown in the sketch attached to the said sale deed dt.23-03-2000 which never existed inside the notified KIADB industrial area which is carved out illegally by selling the available Road adjacent to the already allotted plot 8C & 9A of 7382sqmtrs towards the West side which is shown in the Allotment letter schedule dt.07-05-1985 and the same is changed in the schedule and the sketch

attached to said Sale Seed dt.30-05-1998 which is evident from the schedule of the Allotment letter dt.07-05-1985, Sale Deed dt.30-05-1998 and Sale Deed dt.23-03-2000. In addition, the sketch annexed to Sale Deed dt.30-05-1998 and Sale Deed dt.23-02-2000 donot sync, is proof of the same. There is no proper Layout Plan Approval obtained from the competent Authority for the said Project Area by KIADB. Further KIADB failed miserably by allowing the project proponent to purchase the adjacent agricultural lands which are outside the notified industrial area and merging with the said industrial area thereby violating the scope of the project area which is evident from the schedule of the Sale Deed dated 28.11.1997, Sale Deed dated.27.03.1998 and Sale Deed dated 12.12.2003 without the sketch Map in all the said Sale Deeds. On the second count the project proponent failed to obtain EC from competent Authority whenever there is a change in the project area outside the notified Industrial area as well as product mix. The Plant layout diagram annexed in the draft EIA is different from the actual physical utilization of the allotted plot by the project proponent. It is important to mention here that the area of 7382 Sq. Mts. allotted to the Respondent No.2 on 07.05.1985 was later purchased by it from KIADB vide Sale Deed dated 30.05.1998.

Copy of Land related documents showing additional land purchased by the Project Proponent in 1997, 1998, 1998, 2000 and 2003 are annexed as **ANNEXURE-A15(Colly).**

Copy of Plant layout Map showing Land details as per Sale Deed's 1997, 1998, 1998, 2000 and 2003 are annexed as **ANNEXURE-A16**.

16. That it is stated that further no environmental clearance was sought for change in the production capacity from 2.40TPM to 2.40TPA (in the year 2008) and the product mix from 5 to 9 (in 2012 the year) to 19 (in 2015). Hence, no environmental impact assessment was done to understand the impact of the increased products as well as project area on the environment whenever there is change in scope of the Project at different times be it project area &/or product mix.

17. That even in the draft EIA Report, the EIA Consultant has said that the violation is merely regulatory and the damage to environment is negligible inspite of the fact that the RED category industry is located within City/municipal limits and residential areas. Also, the River Arkavati flows close by which is evident in the Geographical Survey Map of India. The entire KIADB industrial area as well as the project proponent site is located in the upstream of River Arkavati which flows from Nandi Hills (birth place) towards Southwest thereby changing the topography of the area. The Appellant submits that this shows that the Project Proponent carried out a perfunctory assessment of the impact on the environment. Thus, they have understated the impact of total capacity of 10.29 Tonnes per Annum (TPA) on the environment.

18. **In rejoinder to contention No. (iii) the land owned by the Project Proponent is designated as an industrial area,** it is stated that no evidence has been provided by the Respondent No. 2 to corroborate this assertion made by them that the land around 8 acres owned by the Project Proponent is designated as an industrial area vide any gazette notification, hence denied. It is stated that the area mentioned in the draft EIA Report is 8 acres whereas the land records annexed as Annexure-III in the said draft EIA Report show only 7382 Sq. Mts. which is around 1.82 acres only (1 Sq.mtr = 0.0002471 acre) and the balance around 6.18 acres is missing/incomplete without supporting documents for the reasons best known to Respondent No.2. Further, in the draft EIA Report it is mentioned that the additional industrial land meaning around 6.18 acres was acquired from other sources without any proof of said acquisition as to what extent, from which party/board, when, whether the prevailing procedures were followed or not. Whereas, at another place the draft EIA Report mentions that the industrial site is allotted by KIADB and land records is provided in Annexure-III of the draft EIA is contradiction of their own submissions.

19. The Appellant in his Appeal has relied on the notification dated 18.11.2003 under the Environmental (Protection) Act, 1986 read with KSPCB Siting Guidlines which demarcates the Tippagondanahalli Reservoir (TGR), where the land in question is

situated completely with in Zone-I, as an Eco-Sensitive Zone. The notification categorises the TGR catchment area into four zones with a view to declare it as an eco-sensitive zone with regulated and restricted activities permitted as given in the schedule to the notification. The SEAC failed to consider the fact that the project is completely within the ESA notified under the TGR Notification and outside notified Industrial Area, which rendered the project in question a category A project on both counts vide EIA Notification, 2006. The draft EIA Report as well as the Application for the same has suppressed this material fact as well as the Prehistoric site which is within 10kms and other types of Eco-sensitive areas which are within 25kms from the project site violating EIA Notification 2006 as well as KSPCB Siting Guidelines which is intentional concealment of factual data.

20. **In rejoinder to the contention No. (iv) that TGR Notification is not a declared Eco-sensitive Area nor a Biosphere Reserve and is 60kms away and does not affect the categorization of the Project as category A or category B in Zone-1 as General Conditions does not apply,** is wrong and denied. It is submitted that the TGR Notification flows from the powers vested in the State Government under the statutory provisions of section 3 and section 23 read with section 5 of the Environment (Protection) Act, 1986. The Hon'ble High Court of Karnataka in the matter of ***Escon Gensets Private Limited v. The Director, Industries and Commerce Department & Ors.*** **(W.P.38162/2009)**, has upheld the TGR Catchment Area Notification which is notified by State Government under section 5 of the Environment (Protection) Act, 1986 which flows from sections 3 and 23 of the Environment (Protection) Act, 1986, and the relevant portion of the judgment dated 06-01-2011 is reproduced hereunder:-

> *"13. We have taken into consideration the various provisions relied upon by the learned counsel for the petitioner, while advancing his last contention. In our considered view, none of the provisions relied upon by the learned counsel for the petitioner is applicable to the facts and circumstances of this case.* ***The relevant provisions of the Environment (Protection) Act, 1986, which must be deemed to have been invoked for issuing the notification dated 18.11.2003 (Annexure-A/1) are Sections 3 and***

23 of the Environment (Protection) Act, 1986. The aforesaid provisions are being reproduced hereunder:

3. Power of Central Government to take measures to protect and improve environment

(1) Subject to the provisions of this Act, xxxxxxxx

(2) In particular, and without prejudice xxxxxxx

(3) The Central Government may, if it considers xxxxxx

23. Power to delegate

Without prejudice to the provisions of sub-section (3) of section 3, the Central Government may, by notification in the Official Gazette, delegate, subject to such conditions and limitations as may be specified in the notification, such of its powers and functions under this Act, except the power to constitute an authority under sub-section (3) of section 3 and to make rules under section 25, as it may deem necessary or expedient, to any officer, State Government or other authority.

From a perusal of the aforesaid provisions, we are satisfied, that the notification issued by the State Government dated 18.11.2003 (Annexure-A1) flows from the powers vested in the State Government under the aforesaid provisions. It is therefore apparent, that the measures of the kind, which were taken by the State Government in its notification dated 18.11.2003 (Annexure-A/1), were permissible under Section 3, and as such, relevant directions in respect thereof could certainly have been issued under Section 5 of the Environment (Protection) Act, 1986. In view of the above, we are satisfied, that there was absolutely no infirmity in the notification issued by the State Government on 18.11.2003."

21. It is submitted that as per the Schedule-1 to the EIA Report, against the relevant category, i.e., 5 (f)- Synthetic organic chemicals industries (dyes & dye intermediates, bulk drugs and intermediates excluding drug formulations, synthetic rubbers, basic organic chemicals, other synthetic organic chemicals and chemical intermediates), it is clearly stipulated that all units located outside notified industrial area would be categorized as Category A project and must be therefore appraised by the EAC at the Central level. In the present case, the 3/4th area (around 6 acres) of the project land is situated outside notified industrial area.

22. That further, it is clearly stipulated that the General and Specific Condition shall apply to Category 5(f) industries. The relevant part of the EIA Notification, 2006 is reproduced hereunder:-

"General Condition:

Any project or activity specified in Category 'B' will be appraised at the central level as Category A, if located in whole or in part within 5 km from the boundary of*: (i) Protected Areas notified under the Wild Life (Protection) Act, 1972 (53 of 1972), (ii) Critically Polluted areas as*

*notified by the Central Pollution Control Board Constituted the water (Prevention and Control of pollution) act, 1974 (6 of 1974) from time to time, (**iii) Eco-sensitive areas as notified under sub-section (2) of section 3 of the Environment (Protection) Act, 1986**, (iv) inter-State boundaries and international boundaries. provided that for River Valley Projects specified in item l(c), Thermal Power Plants specified in item I (d), **Industrial estates/parks/complexes/areas, Export processing zones (EPZs), Special Economic Zones (SEZs), Biotech parks, leather complexes specified in item 7(c) and common hazardous waste treatment, storage and disposal facilities (TSDFs) specified in item 7(d), the appraisal shall be made at Central level even if located within 10 km.***

Provided further that the requirement regarding distance of 5 km or 10 km, as the case may be, of the inter-State boundaries can be reduced or completely done away with by an agreement between the respective States or U.Ts sharing the common boundary in case the activity does not fall within 5 km or 10 km, as the case may be of the are as mentioned at item (i), (ii) and (iii) above."

23. That it is pertinent to note that the entire KIADB Industrial Area is Category "A" project, since, if atleast one industry in the industrial area falls under Category 'A", entire industrial area is to be treated as Category "A" irrespective of the Area as per EIA Notification 2006 against sch.7(c) for Industrial Area. However, KIADB has not obtained Environmental Clearance till date and hence the entire KIADB Industrial Area is unauthorized and illegal. Further, the layout plan of the Industrial Area has not been approved by the competent authority till date. Moreover, the entire KIADB Industrial Area is also located within Zone-1 of the declared Eco-sensitive Area which is not 60kms away and the General Condition and Specific Condition shall also apply. When the project site and the KIADB industrial Area is located completely within Zone-1 of declared ESA, then the question of ESA falling 60kms away from the alleged KIADB industrial area is nothing but contradicting their own statements and misleading the Hon'ble Tribunal. Further, equally misleading submissions is that Project site is not located within 10kms radius from the boundary of declared ESA, there is no Archaeological Site within 10 kms and there are no ESA's within 25 kms, whereas, the entire KIADB Industrial Area is completely inside Zone-1 of declared ESA wherein the Project Proponent's plot is allotted and operating as

well as the Archaeological Prehistoric site-Managondanahalli which is within 10 kms and the project is surrounded by other types of Eco-sensitive areas which are within 25 kms from the project site as mentioned in the present Appeal and is reiterated as shown in the ESA's within 25kms Map.

Copy of the Map showing the ESA's within 25kms of KIADB project area – Bashettihalli Industrial Area adjoining the Apparel Park Phase – 1, 2 & 3 is annexed as **ANNEXURE-A17**.

Copy of a study "Reservoir Catchment Management Using GIS and RS – A case study in Karnataka" done by a team of Officials of Government of Karnataka clearly showing the Doddaballapur Industrial Area within Zone-1 of the TGR Notification is annexed as **ANNEXURE-A18**

24. That it is submitted the project proponent has clearly expanded the plant area outside the notified industrial area, and thus, the project would in any case have to be appraised as a Category A project.

25. Thus, it is clear that owing to the location of the project in question within the area notified under the TGR Notification as well as outside the notified Industrial Area, the project ought to have been appraised as a Category A project by the sector specific EAC and Environmental Clearance could have only granted by the Ministry of Environment Forest and Climate Change.

26. **In rejoinder to the contention No. (v) that KSPCB issued several CFE's to Project Proponent during 1994, 2008, 2012 & 2014 and the violation is merely regulatory and the damage to environment is negligible,** it is stated that the same is wrong and denied. The draft EIA Report mentions that the Project Proponent obtained CFE's at various stages from KSPCB in accordance with law, whereas, KSPCB, the Respondent No.3 in the present Appeal failed completely in not applying its mind in issuing the same by violating their own KSPCB Siting Guidelines for setting up of New industries in the State of Karnataka which were available in the website of KSPCB is now removed while admitting that the project area has increased since the first EC dated 20.08.1992 and CFE dt.08.08.1992 and CTO dated 12.04.1994 (EIA Notification

1994 is in force), meaning any change in the scope of the project needs fresh EC as per EIA Notification 1994 and 2006. More over, RED category water intensive "Basic Drug Manufacturing" industry is barred in the region as per their KSPCB Siting Gudielines itself. Valid EC from competent Authority is mandatory and precedes issuance of CFE/CFO by KSPCB which is violated since the beginning/establishment of industry by project proponent and/or industrial area by KIADB which is not adhered to. When the statute provides for a thing to be done in a particular way, then it has to be done in that manner and in no other manner and following any other course in not permissible. The draft EIA Report mentions that Environment Management is done in accordance with rules and regulations as stipulated in the relevant statutes, codes and order and the violation is only regulatory lapse, where as, in reality the project proponent has violated all permissible prevailing pollution laws to protect Environment like:-

a. KSPCB Siting Guidelines

b. EIA Notification 1994

c. EIA Notification, 2006

d. The MoEF&CC's Notification dated 14.03.2017 amended by MoEF&CC's Notification vide S.O.1030(E) dated 08.03.2018

e. TGR Notification 2003

f. W.P.11189/2017 before Hon'ble High Court at Madras

g. Applicable Orders from Hon'ble Supreme Court, Hon'ble High Court(s), Hon'ble National Green Tribunal with respect to Protection and conservation of Environment

27. That a bare perusal of the draft EIA Report placed before the public during the public consultation clearly shows that the remediation plan or community resource plan was barely satisfactory. In fact, the EIA consultant goes to the extent to state that the violation in the present case is merely a regulatory and the damage to environment is negligible. It is reiterated that the project proponent had increased the product from 5 to 9 to 19 and constantly changed the total production capacity as well as the project area from around 2 acres to

8acres. Further, it is pertinent to note that the said project (RED category water intensive industry) generating effluents, and or emissions is within city/ municipal limits and residential areas as well as surrounded by different types of Eco-sensitive Area which is again a violation of the KSPCB Siting Guidelines as is evident during the public hearing. Therefore, the impact of such changes on the ambient air, water, soil and general environment cannot be in any sense called negligible. Further, it is important to note that since no prior impact assessment was conducted, there could have been no mitigation measures which could have been undertaken by the project proponent.

28. Therefore, it is stated that the Respondent No.2 and as well as Respondent No.5- KIADB have violated all relevant statutes, rules and regulations of applicable Acts and Notifications with respect to the Environment and Ecology issued from time to time with impunity and are hand in glove with all concerned since the beginning be it an industry or KIADB industrial area. Therefore, it is incorrect to say on the part of the Project Proponent that the violation is merely regulatory and the damage to environment is negligible.

29. **In rejoinder to the contention No. (vi) that the Project Proponent complied with all the conditions stipulated for one time Window for Regularisation of Violations proposed by MOEF&CC by notification dated 14.03.2017 or 08.03.2018,** it is stated that the same is wrong and denied. The Respondent No.2 has stated in it's Counter that they had applied for an environmental clearance to the MOEF&CC on 20.06.2017 within the six-month window period. However, the application was not considered in lieu of the stay of review of such projects throughout the country, details of which are not on record. Subsequently, the Project Proponent states that they were asked to apply to the State which is noted in the minutes of the 198th meeting of SEAC held on 18.05.2018. The Appellant submits that the Appellant has looked for the minutes of the 198th meeting of SEAC but it is not available on the Ministry's website. Further, even the Respondent No.2 has not annexed the minutes of this meeting with it's counter so the said contention of the Respondent No.2 cannot be

verified due to lack of documentary evidence produced from Respondent No.2's side. Therefore, the Appellant humbly requests this Hon'ble Tribunal to direct Respondent No. 2, Resonance Laboratories Pvt. Ltd. or Respondent No. 1, Karnataka State Environment Impact Assessment Authority to place the minutes of the 198th meeting and the Stay on review of such projects on record.

30. The Appellant submits that as per Schedule-I of the EIA Notification, 2006, all bulk drug and intermediates located outside a notified industrial area would be categorized as Category A project and must be thereafter appraised by the EAC at the Central Level. In the present case about 6 acres from the 8 acres is situated outside the notified industrial area as detailed in above mentioned para no. 15. Further, the area in question is a TGR Catchment Area which has been notified as an Eco-sensitive Zone. As per the siting guidelines issued by the Karnataka SPCB in 1985, new industries must be at a distance of at least 25 kms from ecologically or otherwise sensitive areas the details of which were once available in the KSPCB Website are now removed.

31. Hence, the project in question is in clear violation of the siting guidelines issued by the Karnataka SPCB and it should not be allowed to operate. Arguendo, without prejudice even if it was to be allowed to be set up, the appropriate appraisal authority is the MOEF&CC not Karnataka SEIAA. Even otherwise, post facto clearance is void and impermissible. Thus, the impugned Environmental Clearance should be quashed and set aside.

32. The Project Proponent has claimed that all conditions for the one time Window of Regularisation were scrupulously and meticulously followed and complied and all the documents were enclosed along with the application seeking for Regularistion. However, none of these documents have been annexed to the counter filed by the Respondent No.2.

33. For the sake of brevity, the Appellant is not reiterating the conditions as they are already a part of the record at Page 18 of the present Appeal but wants to highlight that some of the conditions which are required to be complied with by the Project Proponent. These conditions are as follows:

(a) Section 3(2)(v) of EP Act, 1986 mentions that, "restriction of areas in which any industries, operations or processes or class of industries, operations or processes shall not be carried out or shall be carried out subject to certain safeguards".

(b) The Project has been constructed at a site which under prevailing laws is permissible and expansion has been done which can be run sustainably under compliance of environmental norms with adequate environmental safeguards.

(c) The guidelines criteria followed to obtain/sanction the alleged prior Environmental clearance dt.20-08-1992 by Project Proponent / Authority.

34. Further it is submitted that none of the conditions mentioned in the violation notification dated 14.03.2017 was complied with by the project proponent. This Notification had stipulated certain additional conditions while appraising any violation case:-

"(3) In cases of violation, action will be taken against the project proponent by the respective State or State Pollution Control Board under the provisions of section 19 of the Environment (Protection) Act, 1986 and further, no consent to operate or occupancy certificate will be issued till the project is granted the environmental clearance.

(4) The cases of violation will be appraised by respective sector Expert Appraisal Committees constituted under subsection (3) of Section 3 of the Environment (Protection) Act, 1986 with a view to assess that the project has been constructed at a site which under prevailing laws is permissible and expansion has been done which can be run sustainably under compliance of environmental norms with adequate environmental safeguards; and in case, where the finding of the Expert Appraisal Committee is negative, closure of the project will be recommended along with other actions under the law.

(5) In case, where the findings of the Expert Appraisal Committee on point at sub-para (4) above are affirmative, the projects under this category will be prescribed the appropriate Terms of Reference for undertaking Environment Impact Assessment and preparation of Environment Management Plan. Further, the Expert Appraisal Committee will prescribe a specific Terms of Reference for the project on assessment of ecological damage, remediation plan and natural and community resource augmentation plan and it shall be prepared as an independent chapter in the environment impact assessment report by the accredited consultants. The collection and analysis of data for assessment of ecological damage, preparation of remediation plan and natural and community resource

augmentation plan shall be done by an environmental laboratory duly notified under Environment (Protection) Act, 1986, or a environmental laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories, or a laboratory of a Council of Scientific and Industrial Research institution working in the field of environment.

(6) The Expert Appraisal Committee shall stipulate the implementation of Environmental Management Plan, comprising remediation plan and natural and community resource augmentation plan corresponding to the ecological damage assessed and economic benefit derived due to violation as a condition of environmental clearance.

(7) The project proponent will be required to submit a bank guarantee equivalent to the amount of remediation plan and Natural and Community Resource Augmentation Plan with the State Pollution Control Board and the quantification will be recommended by Expert Appraisal Committee and finalized by Regulatory Authority and the bank guarantee shall be deposited prior to the grant of environmental clearance and will be released after successful implementation of the remediation plan and Natural and Community Resource Augmentation Plan, and after the recommendation by regional office of the Ministry, Expert Appraisal Committee and approval of the Regulatory Authority.

14. The projects or activities which are in violation as on date of this notification only will be eligible to apply for environmental clearance under this notification and the project proponents can apply for environmental clearance under this notification only within six months from the date of this notification."

35. It is submitted that none of these conditions were complied with in the present case. However, the SEAC completely failed to consider the same.

36. The Appellant submits that the issue of non-compliance of the mandatory conditions under the one time Window of Regularisation notification dated 14.03.2017 was raised by the Appellant through a written submission dated 04.02.2020 to SEAC. However, this was not considered by SEAC while recommending the project for grant of Environmental Clearance. SEAC completely failed to check for compliance of the notification and in fact failed to satisfy itself whether the permitted prevailing pollution laws of Environment are complied and whether the project appraisal is within their jurisdiction and whether there was any renewal of EC obtained and whether section 3(2)(v) of EP Act 1986 is attracted and whether the bank guarantee was deposited by the Project Proponent with the KSPCB and whether the remediation and natural resource augmentation plan was satisfactory while considering the project in its 242nd Meeting dated 7-8th May 2020.

37. Further, the MoEF&CC's Notification vide S.O.804(E) dated 14.03.2017 clearly stipulates at paragraph No. 13(3) that,

> *"In cases of violation, action will be taken against the project proponent by the respective State or State Pollution Control Board under the provisions of section 19 of the Environment (Protection) Act, 1986 and further, no consent to operate or occupancy certificate will be issued till the project is granted the environmental clearance"*

38. That it is stated that there is no material record to show that such an action is taken by the concerned Authority against the project proponent in the draft EIA Report, on the other hand, it is noticed and as submitted that KSPCB have consented to operate and restricted to FIVE PRODUCTS ONLY which were being manufactured prior to 2012 itself shows that they have violated the said condition of the Notification dated 14.03.2017.

39. That further, the MoEF&CC's Notification dated 14.03.2017 clearly stipulates at paragraph No.13(4) amended by MoEF Notification vide S.O.1030(E) dated 08.03.2018 reads that:

> *The cases of violation will be appraised by respective sector Expert Appraisal Committees constituted under subsection (3) of Section 3 of the Environment (Protection) Act, 1986 with a view to assess that the project has been constructed at a site which under prevailing laws is permissible and expansion has been done which can be run sustainably under compliance of environmental norms with adequate environmental safeguards; and in case, where the finding of the Expert Appraisal Committee is negative, closure of the project will be recommended along with other actions under the law.*

40. That the SEAC failed to consider that, as mentioned above, the project proponent has violated all provisions of EIA Notification, 1994 amended, KSPCB Siting Guidelines which are in force prior 1994, TGR Notification, 2003, and EIA Notification, 2006 and the Notification dated 14.03.2017 since the establishment of the said project which is not at all permissible from any angle in general and Environmental angle in particular and any provisions permissible under the prevailing laws in force from time to time.

41. That further, the MoEF&CC Notification dated 14.03.2017 clearly stipulates at paragraph No. 14 reads that:

> "'The projects or activities which are in violation as on date of this notification only will be eligible to apply for environmental clearance under this notification and the project proponents can apply for environmental clearance under this notification only within six months from the date of this notification.

42. That this clearly shows that, date of the said Notification is 14.03.2017 with a grace period of six months i.e 14.09.2017 for the violators provided that they had to satisfy the first condition for eligibility to apply in the present case / scenario.

43. **In rejoinder to the contention No. (vii) that according to the Project Proponent proper assessment of ecological damage was done in the EIA Report based on impact on environmental attributes,** it is stated that the same is wrong and denied. The Project Proponent has stated that they produced the assessment of ecological damage in the EIA Report based on impact on environmental attributes taking into consideration the preventive measures adopted by the Respondent No.2 as prescribed in the consent to operate. However, a bare perusal of the draft EIA Report placed before the public during the public consultation clearly shows that the remediation plan or community resource plan was barely satisfactory. In fact, the EIA Consultant goes to the extent to state that the violation was merely regulatory and the damage to the environment is negligible. It is pertinent to note that the project proponent (RED category water intensive industry) had increased the product from five to nineteen and constantly changed the total capacity as well as project area from around 1.82 acres to 8 acres. Therefore, the impact of such change on the ambient air, water, soil and general environment cannot be considered to be "negligible". Hence, the Appellant submits that it cannot be said that the ecological assessment was done properly.

44. **In rejoinder to the contention No. (h) that the product mix changes that the respondent undertook are now permissible as per the Office Memorandum dated 28.12.2021 issued by the MOEF&CC for**

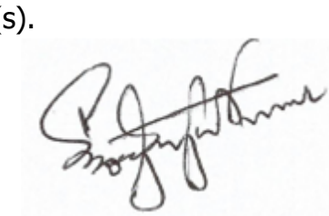
drug/pharmaceutical units without limiting to specific products. It is stated that the Project Proponent has referred to an office memorandum dated 28.12.2021 issued by the MOEF&CC to state that change in product mix is now permissible. The Appellant submits that in the counter of Respondent No.2 regarding the date of the Office Memorandum it is mentioned as 28.12.2021 which is yet to come, which shows a casual approach on the part of Respondent No.2 as the date of 28.12.2021 is yet to arrive.

45. That the Appellant submits that the office memorandum dated 28.12.2020 allows the change in product mix as long as the permissible pollution load i.e. quantity and quality, including composition of emissions, discharges and solid waste generation from such activity remains unchanged. The relevant portion of the office memorandum is produced below:

> "*The Ministry is in receipt of representations for issuance of Prior Environmental Clearance under the provisions of the EIA Notification, 2006 and subsequent amendments, for the 'API and Intermediates' as single category instead of individual products in order to provide flexibility to the industry to change the raw material mix and/or product mix within the sanctioned pollution load.*
> *2. The matter has been examined in the Ministry. It is hereby directed that henceforth all the EACs/SEACs shall appraise the proposals for Prior Environmental Clearance under the provisions of the EIA Notification, 2006 and subsequent amendments under the category of the schedule of the EIA Notification, 2006, for the 'API and Intermediates' as single category instead of individual products. Accordingly, the EAC/SEAC shall clearly recommend the permissible pollution load i.e. quantity and quality, including composition, of emissions, discharges and solid waste generation from such activity for inclusion in the Prior Environmental Clearance.*"

46. The Appellant submits that the Office Memorandum dated 28.01.2021 is not applicable in the present case.

47. That it is stated that the prayer in the Appeal may kindly be allowed and grant liberty to file/raise any other additional rejoinder/grounds during hearing to any additional counter(s)/document(s) filed by Respondent(s).



APPELLANT

THROUGH

RITWICK DUTTA **G. STANLY HEBZON SINGH**

ADVOCATES

COUNSELS FOR THE APPELLANT

VERIFICATION

I, S. K. Vijaykumar, aged about 54 years, s/o Late S. N. Krishna Kumar, r/o 852, Cinema Road, Doddaballapur – 561 203 Bangalore Rural District, Karnataka do hereby verify that the contents of the Paras 1 to 47 are true to my personal knowledge and that I have not suppressed any material fact.

APPELLANT

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

SOUTHERN ZONE BENCH AT CHENNAI

APPEAL NO: 29 OF 2020

IN THE MATTER OF:-

S.K. VIJAYKUMAR … APPELLANT

VERSUS

KARNATAKA STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY AND ORS. … RESPONDENTS

I, S. K. Vijaykumar, aged about 54 years, s/o Late S. N. Krishna Kumar, r/o 852, Cinema Road, Doddaballapur – 561 203 Bangalore Rural District, Karnataka do hereby solemnly affirm and declare as under:-

1. That I am the Applicant in the above titled Application and am conversant with the facts and circumstances described in the present case and as such, I am competent to swear this affidavit.

2. That the contents of the accompanying Rejoinder are true and correct and nothing material has been concealed therefrom.

DEPONENT

VERIFICATION

Verified on this 05/10/2021 that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed therefrom.

DEPONENT

ANNEXURE-A12

351

(4)

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಚಿವಾಲಯ,
ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು

ಸಂಖ್ಯೆ DEE 117 SPC 91

ದಿನಾಂಕ 20.3.1992.

ಇಂದ

ಕಾರ್ಯದರ್ಶಿ, Dept., of Ecology & Environment,
ಕರ್ನಾಟಕ ಸರ್ಕಾರ, ಬೆಂಗಳೂರು-560 000

ಇವರಿಗೆ

The Director,
M/s Resonance Laboratories Pvt. Ltd.,
C-13, K.S.S.I.D.C. Industrial Estate,
Yelahanka, Bangalore-560 064.

Sir,

Sub: Issue of Environmental Clearance Certificate to M/s Resonance Laboratories Pvt. Ltd. Bangalore.

Ref: Industry's letter No. Nil dtd. 18.4.1991.

M/s Resonance Laboratories(P) Ltd. propose to set up a new industry located at 8C and 9A Karnataka Industrial Area Development Board, Industrial Area, Doddaballapur to manufacture the following products;

Impiramine Hydrochloride	- 1 TPA
Amino Benzamidine Dihydro Chloride AEDA	- 3.2 TPA
Aceturic Acid	- 2.4 TPA
Mepyramine Maleate/Base	- 2.24 TPA
Phenimamine Maleate/Base	- 2.40 TPM

The Karnataka State Pollution Control Board, Bangalore has cleared the above industry from Air and Water Pollution point of view vide letter No.KSPCB/BNG/Rural/EID/402/TA-2/92/182 dtd.....

The Chief Inspector of Factories and Boilers, Bangalore has recommended for issue of environmental clearance vide letter No.LGI A/ EOL/CR.07/91-92 dtd.28.1.92.

The information furnished by the industry and the clearances issued by the Pollution Control Board and the Chief Inspector of Factories and Boilers has been examined by the Environmental Clearance Committee. The Environmental Clearance Committee after careful consideration has agreed to issue Environmental Clearance to this industry at its meeting held on 28.1.1992.

(3)

The Department of Ecology and Environment hereby accords Environmental Clearance to M/s Resonance Laboratories (P) Ltd. Doddaballapur subject to the fulfilment of the conditions laid down by the Karnataka State Pollution Control Board, the Chief Inspector of Factories and Boilers and the following conditions.

That the industry shall maintain a greenbelt within the periphery of the industry to an extent of 30% of the land area and plant high growth species of plants and submit the plan to the Karnataka State Pollution Control Board within 90 days.

The receipt of this letter may please be acknowledged.

Yours Faithfully,

(S.P.SHANMARACHAR)
Under Secretary to Government,
Dept. of Ecology & Environment.

EXECUTIVE SUMMARY

M/s. Resonance Laboratories Pvt. Ltd.,

1 Project Description

1.1 Introduction:

M/s. Resonance Laboratories Pvt. Ltd. (Resonance) has established Active Pharmaceutical Ingredients manufacturing facility at Plot No.8C & 9A KIADB Industrial area, Bashettihalli, Doddaballapur taluk, Bangalore Rural District- 561203 in the year 1984. This manufacturing facility is WHO's GMP certified and it follows current Good Manufacturing Practices (CGMP) as per the International Conference on Harmonisation (ICH Q7) guideline. The land area of the industry is 8 acres.

Resonance has its presence in the API and Specialty Chemicals manufacturing segment for more than 30 years. In the 30 years, Resonance has partnered with several multinationals on custom synthesis projects.

Resonance currently sells its products to the European and other markets on the basis of Drug Master Files and active pharmaceutical ingredients (API's) for which a Certificate of Suitability (CEP) has been granted for suitability of use in medicinal products.

Dr.Subbaswami, is the Director of the company, started Resonance Labs in Bangalore in 1984. He has more than 40 years of experience in the field. A Ph.D. in Chemical technology and post-doctoral experience at Vanderbilt University, Dr.Subbaswami worked at multinational organizations such as SmithKline & French and Astra IDL in various technical and managerial functions prior to starting Resonance.

The other Director is Dr.Tushar Gore. He has done his Ph.D. in Chemical Engineering from the University of Minnesota. He worked at McKinsey & Company before heading the marketing strategy group at Novo Nordisk for the Diabetes, Growth Hormone and Clotting factors businesses. He also started the US office in NJ in 2009 and is now managing certain operations of the Company from Bangalore.

The industry obtained Consent for Establishment (CFE) and Consent for Operation (CFO) for 5 products with a capacity of 37.64 TPA from Karnataka State Pollution Control Board (KSPCB) on 08.05.1992 & 04.04.1994 respectively i.e., prior to EIA Notification 1994. Company changed its product mix and added new products in the year 2012 to manufacture 9 products at a reduced capacity 10.29 TPAand in 2015 to manufacture 19 products at a capacity of 10.86 TPA with valid consents from the KSPCB, the details are as under;

- CFE dated 2.2.2012 issued by KSPCB for manufacturing 9 products of total capacity 10.29 TPA for APIs.

- CFO dated 5.11.2015 issued by KSPCB for manufacturing of 9 APIs of total capacity 10.29 TPA valid up to 30.6.2016.
- CFE dated 12.8.2015 and corrigendum dated 18.9.2015 issued for 19 APIs products of total capacity 10.86 TPA.
- The present CFO obtained from KSPCB is valid up to 30.06.2021 for 05 products at a capacity 37.64 TPA.

The change in product mix in the year 2012 from 09 products with a capacity of 10.29 TPA and 19 products with a capacity of 10.86 TPA in the year 2015 is done without Prior Environmental Clearance (EC). Therefore, the KSPCB has directed the Industry to obtain Environmental Clearance for the change in product mix and restricted the consent only for the five old products which were being manufactured prior to 2012. The present CFO from KSPCB is valid up to 30.06.2021.

The proposed activity falls under the schedule 5 (f) Synthetic Organic Chemicals and Category 'B' as per the EIA Notification 2006 and project is considered under violation category as per Notification by MoEF& CC vide S.O. 804(E) dated 14th March 2017.

M/s. Resonance Laboratories Pvt. Ltd. had filed an application as a part of process for getting EC at SEIAA, Karnataka under category 'B' on 11.04.2018 for 19 products at 10.29 TPA capacity. The proposal was considered and Standard Terms of Reference (ToR) was issued vide No. SEIAA 15 IND (VOIL) 2018 dated 15.6.2018.

1.2 Brief Description of the Project:

Manufacturing facility

- Total manufacturing capacity is 10.29 TPA.

Proposed change in product mix

Sl. No.	Products	Quantity TPA
1.	Imipramine Hydrochloride	1.0
2.	Mepyramine Maleate/Base	0.70
3.	Oxyphenonium Bromide	0.50
4.	Oxybutynin Chloride	2.00
5.	Clidinium Bromide	2.00
6	Isopropomide Iodide	0.50
7.	Mebrophenhydramine Hydrochloride	1.0
8.	Carbinoxamine Maleate	0.43
9.	Buprenorphine Hydrochloride	0.05
10.	Atropine Sulfate	0.5

ANNEYURE - A14

THE KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
(A Government of Karnataka Undertaking)

No.IADB/5643 / 3433 /85-86.

II Floor, R.P. Building,
No.14/3, Nrupatunga
Road, Bangalore-560002.

Dated: 7-5-1985.
By Regd. Post/Ack Due

M/s K N Subbaswami & Associates
73/2, 15th Cross
Malleswaram,
BANGALORE - 55.

ALLOTMENT LETTER

Sir/s,

Sub: Allotment of land in Doddaballapura Industrial Area.

Ref: This office letter of Intent No. IADB/5643 /368 /85-86. Dated: 6-4-1985

In consideration of payment of Rs. 10,200/- made by you vide receipt No. 12869 dated 8-4-1985 representing 10% / ~~15%~~ of the tentative cost of land in accordance with para - 3(a) of the letter of Intent cited above, you are hereby allotted 7382 Sq.meters of land in Plot No. 9(A) & 9(C) of Doddaballapura Industrial Area for your proposed project.

1) The details of the plot are indicated in the Annek appended hereto.

2) The present allotment is subject to all the terms and conditions indicated in the letter of Intent and Annexure thereto. Accordingly a sum of Rs. 1,62,195/- being 90% / ~~85%~~ of the tentative cost of land shall be paid as the second instalment of premium within 6 months from the date of receipt of this letter or on disbursal of first instalment of loan by the financial institutions whichever is earlier.

....2/-

together with commitment charges at the rate of 10% per annum on the said sum from the date of receipt of this letter to the date of payment. You are also required to furnish a letter of sanction of loan by the Financial Institutions for the proposed project within 6 months from the date of receipt of this allotment letter.

3) The Board at its discretion may extend the time beyond the initial period by a period not exceeding 6 months on the written representation from the allottee and on the merits of the case.

4) You are requested to kindly note that the failure on your part to fulfil the condition mentioned at para-2 above shall result in cancellation of allotment and forfeiture of 25% of the amounts paid towards the premium, the whole of the commitment charges and the Earnest Money Deposit.

5) A confirmatory letter of allotment shall be issued,

(a) On payment of Second Instalment of the premium

O R

(b) On furnishing a commitment letter from the financial institutions assuring payment of II instalment of the premium stipulated at para - 2 directly to the Board. In such an event the allottee shall pay 10% commitment charges on the outstanding balance from the date of issue of allotment letter to the date of taking over possession of land and interest at the rate of 12.5% from the date of taking over possession of land to the date of payment of Second Instalment by the Financial Institutions. On issue of Confirmatory letter of allotment, the Standard conditions attached to the letter of intent shall become effective and schedule prescribed therein shall be adhered to by the allottee.

Yours faithfully,

Executive Member.

DETAILS OF THE LAND ALLOTTED

Plot No. 9(A) & 9(C) of Doddaballapura

Industrial Area is located in Sy.No. 90 & 91.

Within the village limits of Basettihally

Kasaba Hobli Doddaballapura taluk

Bangalore District.

The Boundaries and the Dimensions are as follows:-

BOUNDARIES		DIMENSIONS
Bounded on North	Pvt. Land.	84.50 Meters.
Bounded on South	Road.	76.00 Meters.
Bounded on East	Plot No.9(B)	111.00 Meters.
Bounded on West	Road & Drain.	118.50 Meters.

EXECUTIVE ENGINEER.

The Karnataka Industrial Areas Development Board

18842 BANGALORE-560 002

No. IADB/ 5647 / 85-86 Date 08.01.1986.

POSSESSION CERTIFICATE

THE POSSESSION of Plot No 8C and9 A

measuring 7302 M^2 in Doddaballapura

Industrial Area Kasaba Hobli

Doddaballapura Taluk, has been handed over to M/s K.N.Subbaswamy and Associates.

73/2, 15th cross, Malleswaram, Bangalore-560055.

Boundaries:

Bounded on North : Private land.

" " South : Road.

" " East : Plot No.8A and 8B.

" " West : Plot No.9B masonry drain.

Dimensions of the Plot :

North : 54.50 meters.

South : 76.00 meters.

East : 111.00 meters.

West : 118.00 meters.

Certified that the Plot is actually measured by me and the dimensions and boundaries stated above are as per actuals on the land.

Assistant Engineer / Junior Engineer / Surveyor

Countersigned	Countersigned	Countersigned
Deputy Development Officer K.I.A.D. Board	Development Officer K.I.A.D. Board	Chief Development Officer K.I.A.D. Board

TAKEN POSSESSION of Plot No 8C and 9A

as noted above on this day the 27.12.1985.

For K.N. Subbaswamy & Associates,
Signature of the Allottee with seal
Proprietor.

*R/8186.

ANNEXURE A15 (colly)

Sale Deed dated 28.11.1997 for 18 Guntas

00C 575924

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE IS MADE AND EXECUTED ON THIS **TWENTY EIGHTH DAY OF NOVEMBER , ONE THOUSAND NINE HUNDRED NINETY SEVEN** . (28 / 11 / 1997) BY :

SRI. MUNIRAJU,
S/o Sri. Chikkasubbaiah,
Foster Son of Late Anjanappa,
aged about 35 years,
residing at Bashettihalli Village,
Kasaba Hobli,
Doddaballapur Taluk.,

hereinafter called the ' VENDOR ' which expression wherever the context admits shall be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the ONE PART : IN FAVOUR OF : -

RESONANCE LABORATORIES PVT., LTD.,
No. 8C & 9A, KIADB Industrtial Area,
Doddaballapur, Bangalore Rural Dist.,
represented by its, Director
Sri. K.N. SUBBASWAMI.,

hereinafter called the ' PURCHASER ' which expression wherever the context admits shall be deemed to mean and include his successor in the office and assigns of the OTHER PART :

.....2

Muniraju

22 NOV 1997

73332-38 20000/-

Resonance Laboratories pvt. Ltd

27-11-97

Stamp Vendor
Bangalore Advocates' Co-Operative Society Ltd.

For Want of Rs 82000/- Papers of Rs 20000x4 1000x1 of Rs 500x2 of Rs of Rs 7 NO. of Rs of Rs are issued

27-11-97 (V.H. MAHESHA)
Stamp Vendor
Bangalore Advocates' Co-operative Society Ltd

ಸಂಖ್ಯೆ	[redacted]
ಸ್ಟಾಂಪ್ ಮೌಲ್ಯ	12600:00
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ಇತರ ಶುಲ್ಕ	100:00
ಮರಳಿಸಿದ	/
ಒಟ್ಟು	12740:00 (12740

ಅಡ್ವೊಕೇಟ್ ಕಾಲ್ಲಿಫಿಕೇಶನ್ ಅಸೋಸಿಯೇಷನ್ ಸೊಸೈಟಿಯ ದಿನಾಂಕ 20/3/98 ರಂದು 2:00 ರಿಂದ 3:30 ಘಂಟೆ ಒಳಗೆ ಕಚೇರಿಯವರಿಂದ ಸಾಮಾನ್ಯ ಮಾಡಲ್ಪಟ್ಟಿದೆ.

Muni Raju

ಬರೆದು ಕೊಟ್ಟವರಿಗೆ ಒಪ್ಪಿಗೆಯಾದುದು

ಅಸೋಸಿಯೇಷನ್ ಅಧಿಕಾರಿ
ಡಿಪ್ಲೊಮಾ ಅಸೋಸಿಯೇಷನ್

Muni Raju

ಅಸೋಸಿಯೇಷನ್ ಅಧಿಕಾರಿ
ಡಿಪ್ಲೊಮಾ ಅಸೋಸಿಯೇಷನ್

ಸ್ಟಾಂಪ್ ಪೇಪರ್ ಸಂಖ್ಯೆ 2167 ಹಾಗೂ ಸಂಖ್ಯೆ 40 ರಿಂದ 46 ರ ಸ್ಟಾಂಪ್ ಪೇಪರ್ 2741 ರಿಂದ 2798 ಸ್ಟಾಂಪ್ ಪೇಪರ್ ಸಂಖ್ಯೆ ಸ್ಟಾಂಪ್ ಪೇಪರ್ ಸಂಖ್ಯೆ

ಅಡ್ವೊಕೇಟ್ಸ್ ಅಸೋಸಿಯೇಷನ್
ಡಿಪ್ಲೊಮಾ ಅಸೋಸಿಯೇಷನ್
ದಿನಾಂಕ 31/10/98

ಗುರುತುಬಲ್ಲವರು C. Narayanaswamy s/o Chinnappa
Bucetlhalli

भारतीय गैर न्यायिक

बीस हजार रुपये

RUPEES

20000

रुपये

Rs 20000 रु INDIA NON JUDICIAL Rs 20000 रु

00CC 575925

WITNESSETH AS FOLLOWS :-

WHEREAS, the VENDOR is the sole and absolute owner of the immovable property being an Industrial Land bearing Sy. No. 89 / 4 of Bashettihalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District., measuring 18 Guntas and morefully described in the schedule hereunder and hereinafter referred to as the SCHEDULE PROPERTY, acquired by virtue of inheritance from his foster father Late Sri. Anjanappa and subsequently having converted the agricultural land to Non-agricultural Industrial purpose by the Deputy Commissioner, Bangalore Rural District, Bangalore vide their conversion order No.BDS / ALN (D) SR - 45 : 97 - 98, dated : 12.11.1997.

WHEREAS, the VENDOR is desirous of selling the schedule property for his family beneficials and other necessities has agreed to sell the schedule property to the PURCHASER for a sale consideration of Rs.3,37,500-00 (Rupees Three Lakhs Thirthy seven Thousand Five hundred only) and it is free from any encumbrance and the PURCHASER has agreed to purchase the said schedule property for the sale consideration of Rs 3,37,500=00 (Rupees Three Lakhs Thirty seven thousand five hundred only.)

According to market value for Rs: 6,30,000/- we have paid stamp duty on Registration fee.

22 NOV 1997

73337-38 20001

No.

Name Resonance Laboratories pvt. Ltd

27.11.97

Date

Co-operative

00CC 575926

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS :-

In pursuance of the above said agreement and in consideration of the sum of Rs.3,37,500=00 (Rupees Three Lakhs thirty seven thousand five hundred only) the PURCHASER has paid to the VENDOR before the witnesses to this sale deed a sum of Rs.3,37,500=00 (Rupees Three Lakhs thirty seven thousand five hundred only) as recited below : -

1. Rs.1,00,000=00 (Rupees One Lakh Only) by Demand Draft bearing No.791959, dated : 27.06.1996 drawn on State Bank of India, Rajajinagar Industrial Estate Branch , Rajajinagar , Bangalore.

2. Rs 2,37,500=00 (Rupees Two Lakhs Thirty Seven Thousand Five hundred only) by Demand Draft bearing No. 222837 dated 27.11.1997 drawn on State Bank of India , Rajajinagar Industrial Estate Branch , Rajajinagar, Bangalore

WHEREAS, the VENDOR does hereby acknowledge the receipt of full sale consideration of Rs.3,37,500=00 (Rupees Three Lakhs thirty seven thousand five hundred only) the VENDOR does hereby sells, transfers, conveys, assigns and grants by way of this ABSOLUTE SALE unto the use of the PURCHASER the entire property described in the schedule hereunder with all rights, title and interest, liberties and privileges appertaining thereto TO HOLD AND TO HAVE the same unto the PURCHASER absolutely free from all encumbrances without any interruption or disturbances by the VENDOR or any person claiming through or intrust for his or any of the Vendor's predecessors in title

.....4

22 NOV 1997

73332-38 80000/-

Name Resonance Laboratories pvt Ltd.

27-11-97

Date

भारतीय गैर न्यायिक

बीस हजार रुपये

RUPEES

20000

Rs 20000 INDIA NON JUDICIAL Rs 20000

2741 00CC 575927

WHEREAS, the VENDOR does hereby assures the PURCHASER that he acquired the schedule property by virtue of inheritance from his foster father Late Sri. Anjanappa and the VENDOR has good right and title to convey the same and that he will at all time hereafter do all such acts, deeds and things as may be reasonably required to more perfectly assure the said property unto the PURCHASER.

The VENDOR further agrees that he will effectively stay harmless and keep indemnified the PURCHASER against any rights, ejectments, distress acts, lease, charges, expenses whatsoever may result by breach of any of the covenants contained herein.

The VENDOR further assures the PURCHASER that there are no encumbrance, maintenances, claims or court attachments or any claims by whomsoever and the VENDOR further guarantees to make good any loss that might be suffered by the PURCHASER in specifically establishing or defending the perfect and sound title hereby conveyed unto the PURCHASER in respect of the schedule property.

And WHEREAS, the VENDOR assures the PURCHASER that he has not been a party of privy to any of the acts, deeds and things so as to affect the title of the PURCHASER to the schedule property and the VENDOR further undertake to execute or cause to be executed any other document or documents with a view to morefully assuring the title of the VENDOR to the schedule property and to indemnify the PURCHASER against all losses, damages, etc., incurred or sustained by the PURCHASER on account of any defective title of the VENDOR to the schedule property.

.....5

27 NOV 1997

No. 73332-38 20000/-

Name Resonance Laboratories pvt Ltd.

Date 27-11-97

1000Rs.

INDIA NON JUDICIAL

१000रु. Rs 1000

(सत्यमेव जयते)

भारत

एक हजार रुपये ONE THOUSAND RUPEES

The VENDOR has this day put the PURCHASER in actual vacant possession of the schedule property TO HAVE AND TO HOLD the same as the absolute owner thereof pay all the future taxes, charges, etc., to the concerned authorities or to the Government or to any other authorities established by law by himself.

The VENDOR hereby given his no objection for the Khata of the schedule property being transferred in the name of the PURCHASER if and when applicable.

The VENDOR hereby delivers all documents pertaining to the schedule property to the PURCHASER on this day by way of this DEED OF ABSOLUTE SALE.

That the Vendor have paid the land revenue and other taxes, rates, cesses and outgoings upto date in regard to the said Land , more fully described in the schedule below and hereinafter reffered to as the "SCHEDULED PROPERTY" with land, plants, trees, fences, hedges, water courses and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as absolute Owner ;

That the Purchaser shall be entitled to quietly enter upto and hold, possess and enjoy the Property hereby conveyed as absolute owner and receive the profits and income therefrom, without any interference or disturbance from the Vendor or his predecessors in-title or any person claiming through or under them or anyone claiming any legal title thereto ;

.....6

26 NOV 1997

No. 73332-38 1000/-

Name Resonance Laboratories pvt. Ltd

Date 27-11-97

The Thane District Urban Co-operative Society Ltd.

500Rs.

INDIA NON JUDICIAL

५०० रु.

Rs 500

FIVE HUNDRED RUPEES

That the title of the Vendor to the Property hereby conveyed is good, marketable and subsisting and that he has the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract ;

That the Vendor is the absolute owner of the Schedule Property and none else has any right, title, interest or share therein ;

That the Property hereby conveyed is not subject to any encumbrances, attachments, Court, acquisition, tenancy or other proceedings or charges of any kind ;

That the Vendor shall keep the Purchaser fully indemnified and remain harmless at all times, against any loss or liability, cost or claim, action or proceedings, that may arise against the purchaser or the Property hereby conveyed, by reason of any defect in or want of title on the part of the Vendor or their Predecessors-in- title, and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the Schedule Property by the Purchaser ;

.....7

No. 73332-38 500/-

Name Resonance Laboratories pvt Ltd.

Date 27-11-97

Co-operative Society Ltd.

500Rs.

INDIA NON JUDICIAL

५०० रु. Rs 500

भारत

पाँच सौ रुपये FIVE HUNDRED RUPEES

SCHEDULE

All that piece and parcel of the immovable property being an Industrial Land bearing Sy. No. 89 / 4 of Bashettihalli, Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District measuring 18 Guntas and bounded on : -

EAST BY	: Portion of survey no. 89 /4 retained by the VENDOR.
WEST BY	: Drainage
NORTH BY	: Private property
SOUTH BY	: Road and factory (of Resonance Laboratories Pvt. Ltd.)

The market value of the schedule property is Rs.3,37,500=00 (Rupees Three Lakhs Thirty Seven Thousand Five Hundred only)

IN WITNESS WHEREOF the VENDOR has affixed his signatures to this DEED OF ABSOLUTE SALE on the day, month and year first above written.

VENDOR

WITNESSES :

1. Sri . Chikkasubbalah
   Father of Sri. Muniraju
2. Smt. Ambajakshi
   Wife of Sri. Muniraju
3. Smt. Muniamma
   Wife of Late Sri. M Anjanappa
4. Sri. Munishamappa
   Son of Sri. chikkasubbaiah
5. Sri. Ramesha
   Son of Sri. Chikkasubbaiah

No. 73332-38 500/-

Name Resonance Laboratories pvt. Ltd.

Date 27-11-97

The Co-operative Society Ltd.

Sale Deed dated 27.03.1998 for 14 Guntas

00CD 582468

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE IS MADE AND EXECUTED ON THIS 27 th DAY OF MARCH , ONE THOUSAND NINE HUNDRED NINETY EIGHT (27 / 03 / 1998) BY :

SRI. MUNIRAJU,
S/o Sri. Chikkasubbaiah,
Foster Son of Late Anjanappa,
aged about 35 years,
residing at Bashettihalli Village,
Kasaba Hobli,
Doddaballapur Taluk.,

hereinafter called the ' VENDOR ' which expression wherever the context admits shall be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the ONE PART : IN FAVOUR OF : -

RESONANCE LABORATORIES PVT., LTD.,
No. 8C & 9A, KIADB Industrtial Area,
Doddaballapur, Bangalore Rural Dist.,
represented by its, Director
Sri. K.N. SUBBASWAMI.,

hereinafter called the ' PURCHASER ' which expression wherever the context admits shall be deemed to mean and include his successor in the office and assigns of the OTHER PART :

.....2

Muniraju

ಕಂದಾಯ ಭವನ, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು
2 3 MAR 1998

No. 104938-46 2004
Name Resurgence Laboratories Pvt. Ltd.
26/3/98

ಕಿಷ್ಕಿಂಧಾಪುರ ಗ್ರಾಮದಲ್ಲಿ ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27/3/98 ರಂದು 11:30 ರಿಂದ 12:00 ಗಂಟೆ ಒಳಗೆ ಕೆಳಕಂಡವರಿಂದ ಹರಾಜು ಮಾಡಲ್ಪಟ್ಟಿತು.

ಮೂಲಧನ	ಸಲ್ಲಿಸಿ	[redacted]
ಸೂಚಿಸಿದ ಮೊತ್ತ	:	9800:00
ಸರಕು	:	48:10
ಹೆಚ್ಚುವರಿಗಳು	:	
ಇತರೆ	:	2:00
ಒಟ್ಟು ಮೊತ್ತ	:	100:00
ಪರಿಹಾರ	:	
ಒಟ್ಟು		9950:00

ಮರು ಕೊಟ್ಟದ್ದಾಗಿ ಒಪ್ಪಿಕೊಂಡವರು

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಕಿಷ್ಕಿಂಧಾಪುರ

8 ಸೇರು ಪುಸ್ತಕದ 2168 ಸೇರು ಸಂಖ್ಯೆ 126 ರಿಂದ 132 ಸೇರು ಪುಟಗಳಲ್ಲಿ 2807 ಸೇರು ಸಂಖ್ಯೆಯಲ್ಲಿ ನೋಂದಾಯಿಸಲ್ಪಟ್ಟಿದೆ. 9798

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಕಿಷ್ಕಿಂಧಾಪುರ
ದಿನಾಂಕ 31-10-98

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಕಿಷ್ಕಿಂಧಾಪುರ

ಗುರುತುಬಲ್ಲವರು

C. Narayanaswamy s/o Channappa
Basettihalli

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಕಿಷ್ಕಿಂಧಾಪುರ 27/3/98

भारतीय गैर न्यायिक

बीस हजार रुपये

RUPEES

20000

रुपये

Rs 20000 रु. INDIA NON JUDICIAL Rs 20000 रु.

D ಕ್ರಮ ಸಂಖ್ಯೆ 2807

ದಿನಾಂಕ 7 ನೇ ಇಸ್ವಿ.

00CC 582467

WITNESSETH AS FOLLOWS :-

WHEREAS, the VENDOR is the sole and absolute owner of the immovable property being an Industrial Land bearing Sy. No. 89 / 4 of Bashettihalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District., measuring 14 Guntas and morefully described in the schedule hereunder and hereinafter referred to as the SCHEDULE PROPERTY, acquired by virtue of inheritance from his foster father Late Sri. Anjanappa and subsequently having converted the agricultural land to Non-agricultural Industrial purpose by the Deputy Commissioner, Bangalore Rural District, Bangalore vide their conversion order No.BDS / ALN (D) SR - 45 : 97 - 98, dated : 12.11.1997.

WHEREAS, the VENDOR is desirous of selling the schedule property for his family beneficials and other necessities has agreed to sell the schedule property to the PURCHASER for a sale consideration of Rs.2,62,500=00 (Rupees Two Lakhs Sixty Two Thousond Five hundred only) and it is free from any encumbrance and the PURCHASER has agreed to purchase the said schedule property for the sale consideration of Rs.2,62,500=00 (Rupees Two Lakhs Sixty Two Thousand Five Hundred only.)

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS :-

In pursuance of the above said agreement and in consideration of the sum of Rs.2,62,500=00 (Rupees Two Lakhs Sixty Two Thousand Five hundred only.) the PURCHASER has paid to the VENDOR before the witnesses to this sale deed a sum of Rs.2,62,500=00 (Rupees Two Lakhs Two Thousond Five Hundred only) as recited below :

.....3

Manikotu

2 3 MAR 1998

No. 104938-46 2000

Name Resonance Laboratories Pvt. Ltd

Date 26/3/98

Stamp Vendor
The Bangalore Advocates'
Co-operative Society Ltd.

For Want of Rs 63700 Papers of Rs 20000/3
1000/3 of Rs 2000/1 of Rs 1000/2
of Rs of Rs 9/h are found

M. JANITHRAMAN
Stamp Vendor
Date 26/3/98 The Bangalore Advocates'
Co-operative Society Ltd

00CC 582469

1. Rs. 2,62,500=00 (Rupees Two Lakhs Sixty Two Thousand Five Hundred only) by Demand Draft bearing No. 223015 Dated 25.03.1998 drawn on State Bank of India, Rajajinagar Industrial Estate branch Rajajinagar, Bangalore.

WHEREAS, the VENDOR does hereby acknowledge the receipt of full sale consideration of Rs.2,62,500=00 (Rupees Two Lakhs Sixty Two Thousand Five Hundred only) the VENDOR does hereby sells, transfers, conveys, assigns and grants by way of this ABSOLUTE SALE unto the use of the PURCHASER the entire property described in the schedule hereunder with all rights, title and interest, liberties and privileges appertaining thereto TO HOLD AND TO HAVE the same unto the PURCHASER absolutely free from all encumbrances without any interruption or disturbances by the VENDOR or any person claiming through or intrust for his or any of the Vendor's predecessors in title.

WHEREAS, the VENDOR does hereby assures the PURCHASER that he acquired the schedule property by virtue of inheritance from his foster father Late Sri. Anjanappa and the VENDOR has good right and title to convey the same and that he will at all time hereafter do all such acts, deeds and things as may be reasonably required to more perfectly assure the said property unto the PURCHASER.

The VENDOR further agrees that he will effectively stay harmless and keep indemnified the PURCHASER against any rights, ejectments, distress acts, lease, charges, expenses whatsoever may result by breach of any of the covenants contained herein.

.....4

2 3 MAR 1999

No. 104938-46 Rs. 20000

Name Resonance Laboratories Pvt. Ltd.

26/3/98

1000Rs.

INDIA NON JUDICIAL

१000रु. रु 1000

भारत

एक हजार रुपये ONE THOUSAND RUPEES

The VENDOR further assures the PURCHASER that there are no encumbrance, maintenances, claims or court attachments or any claims by whomsoever and the VENDOR further guarantees to make good any loss that might be suffered by the PURCHASER in specifically establishing or defending the perfect and sound title hereby conveyed unto the PURCHASER in respect of the schedule property.

And WHEREAS, the VENDOR assures the PURCHASER that he has not been a party of privy to any of the acts, deeds and things so as to affect the title of the PURCHASER to the schedule property and the VENDOR further undertake to execute or cause to be executed any other document or documents with a views to morefully assuring the title of the VENDOR to the schedule property and to indemnify the PURCHASER against all losses, damages, etc., incurred or sustained by the PURCHASER on account of any defective title of the VENDOR to the schedule property.

The VENDOR has this day put the PURCHASER in actual vacant possession of the schedule property TO HAVE AND TO HOLD the same as the absolute owner thereof pay all the future taxes, charges, etc., to the concerned authorities or to the Government or to any other authorities established by law by himself.

.....5

20 MAR 1998

No. 104938-46 1997
Name Resurance Laboratories
Pvt. Ltd.

26/3/98

Advocates'
Co... Society Ltd

1000Rs.

INDIA NON JUDICIAL

१000रु.

Rs 1000

सत्यमेव जयते

भारत

एक हजार रुपये ONE THOUSAND RUPEES

2807

The VENDOR hereby gives his no objection for the Khata of the schedule property being transferred in the name of the PURCHASER if and when applicable.

The VENDOR hereby delivers all documents pertaining to the schedule property to the PURCHASER on this day by way of this DEED OF ABSOLUTE SALE.

That the said Land is not subject to any encumbrances, attachments, Court, tenancy or acquisition proceedings or charges of any kind ;

That the Vendor has not entered into any agreement or arrangement for sale or transfer of the said Land with anyone else except with PURCHASER.

....6

Meenai Rajpal

104938-46 Lots.
Resonance laboratories
Pvt. Ltd.

26/3/98

1000 Rs.

INDIA NON JUDICIAL

१000रु.

Rs 1000

सत्यमेव जयते

भारत

एक हजार रुपये ONE THOUSAND RUPEES

That the Vendor has paid the land revenue and other taxes, rates, cesses and outgoings in regard to the said Land upto date . More fully described in the schedule below and hereinafter reffered to as the "SCHEDULED PROPERTY" or "PROPERTY HEREBY CONVEYED" with land, plants, trees, fences, hedges, water courses and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as absolute Owner ;

That the Purchaser shall be entitled to quietly enter upto and hold, possess and enjoy the Property hereby conveyed as absolute owner and receive the profits and income therefrom, without any interference or disturbance from the Vendor or his predecessors-in-title or any person claiming through or under them or anyone claiming any legal title thereto ;

That the title of the Vendor to the Property hereby conveyed is good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract ;

.....7

Manu Rajan

20 MAR 1998

104938-46 1020

Name: Resonance laboratories Pvt. Ltd

26/3/98

Bangalore Advertising Company Pvt Ltd

500Rs.

INDIA NON JUDICIAL

५०० रु.

Rs 500

भारत

पाँच सौ रुपये FIVE HUNDRED RUPEES

That the Vendor is the absolute owner of the Schedule Property and none else has any right, title, interest or share therein ;

That the Property hereby conveyed is not subject to any encumbrances, attachments, Court, acquisition, tenance or other proceedings or charges of any kind ;

That all rates, taxes and cesses relating to the schedule property hereby conveyed, have been paid by the Vendor upto date ;

That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any loss or liability, cost or claim, action or proceedings, that may arise against the purchaser or the Property hereby conveyed, by reason of any defect in or want of title on the part of the Vendor or his Predecessors-in- title, and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the Schedule Property by the Purchaser ;

.....8

21 MAR 1998

No. 104938-46 Rs. 5/-

Name Resonance Laboratories Pvt. Ltd

Date 26/3/98 Sign Tender

The Bangalore Advocates' Co-operative Society Ltd

100Rs.

INDIA NON JUDICIAL

१०० रु. Rs 100

एक सौ रुपये ONE HUNDRED RUPEES

SCHEDULE

All that piece and parcel of the immovable property being an Industrial Land bearing Sy. No. 89 / 4 of Bashettihalli, Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District measuring 14 Guntas and bounded on :-

EAST BY	: Private Land
WEST BY	: Portion of Sy. No. 89 /4 owned by Resonance laboratories Pvt Ltd
NORTH BY	: Private property
SOUTH BY	: Property in possession of W. S. Insulators and Resonance Laboratories Pvt. Ltd.

The market value of the schedule property is Rs 2,62,500=00 (Rupees Two Lakhs Sixty Two Thousand Five Hundred only)

IN WITNESS WHEREOF the VENDOR has affixed his signatures to this DEED OF ABSOLUTE SALE on the day, month and year first above written.

Stamp duty paid on four lakhs ninety thousand only

VENDOR

.....9

2 4 MAR 1998

No. 10419B8-M6 Rs. 100

Name Resonance Laboratories Pvt. Ltd.

Date 26/3/98 Stamp Vendor

The Bangalore Advocates' Co-operative Society Ltd.

100Rs.

INDIA NON JUDICIAL

१०० रु. Rs 100

एक सौ रुपये ONE HUNDRED RUPEES

WITNESSES :

1. Sri . Chikkasubbaiah
Father of Sri. Muniraju

2. Smt. Ambajakshi
Wife of Sri. Muniraju

3. Smt. Muniamma
Wife of Late.
Sri.Anjanappa

4. Sri. Munishamappa
Son of Sri. Chikkasubbaiah

5. Sri. Ramesha
Son of Sri. Chikkasubbaiah

6. C Narayanaswamy
Basettihalli

2 4 MAR 1998

No. 104938-46 Rs. 100.

Name Resonance laboratories Pvt. Ltd.

Date 26/3/98 Sign of Vendor

The Bombay Advocates' Co-operative Society Ltd.

Sale Deed dated 30.05.1998 for 7382 Sq. Mts.

F-015

भारतीय गैर न्यायिक

बीस हज़ार रुपए

RUPEES

Rs. 20000

रुपये

Rs 20000 INDIA NON JUDICIAL Rs 20000

ಈ ದಸ್ತಾವೇಜು ಇಪ್ಪತ್ತು ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

ಸೇ ಪುಸ್ತಕದ 577 ನೇ ದಸ್ತಾವೇಜಿನ ಒಂದನೇ ಪುಟ

00CC 588240

DEED OF SALE executed at Bangalore this 30th day of May One thousand Nine hundred and Ninty Eight by KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD , having it's head Office at No. 14 / 3 , II Floor , Rastrothana Parishat Building, Nrupathunga Road, Bangalore - 560 002, represented by Smt. V.A. Jayanthi, Assistant Secretary hereinafter called the First Party which term wherever it occurs in these presents shall mean and include its successors in interest and assigns TO AND IN FAVOUR of M/S Resonance Laboratories Private limited , no. 260/1, Abhiram Complex,Sampige Road, 17th Cross , Malleswaram, Bangalore 560 003 represented by Sri. K.N.Subbaswami , Director, hereinafter called the Second party which term wherever it occurs in these presents shall mean and include his / her / its / their heirs , executors , administrators , legal representatives , successors and assigns.

.....2

Jayanthi V.A.
Assistant Secretary
K.I.A.D.B., Bangalore.

For Resonance Laboratories Pvt. Ltd.
K.N. Subbaswami
Director

This Document Contains 518 Pages
issued under "Right to Information Act, 2000"

12 7 MAY 1998

No. SM62-69 Name: Resonance Laboratories Pvt. Ltd.

Date 29/5/98 Stamp Vendor
The Bangalore Advocates' Co-operative Society Ltd

For Wanting Rs. 396.00 Papers of Rs. 20.00 x 1
1 x 5.00 x 1 x 5.00 x 1
of Rs. of Rs. and issued

29/5/98 H. SANTHRAMMA
Date Stamp Vendor
The Bangalore Advocates' Co-operative Society Ltd

ದೊಡ್ಡಬಳ್ಳಾಪುರ ಕಾರ್ಖಾನೆ ಉಪನೋಂದಣಿ
ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 3/6/98 ರಂದು
11:30 ರಿಂದ 12:00 ಗಂಟೆ ಒಳಗೆ
ಶಿಕಂದಸರಿಂದ ಹಾಜರ್ ಮಾಡಲ್ಪಟ್ಟಿತು.

ನಕಲಾದ ಶುಲ್ಕ	
ನೋಂದಣಿ ಶುಲ್ಕ	6100:00
ನಕಲು	
ಹಿಂಬರಹಗಳು	18:00
	2:00
	20:00
	6140:00

For Resonance Laboratories Pvt. Ltd.
Director

ಬರಹದ ಕೊಟ್ಟದ್ದಾಗಿ ಒಪ್ಪಿಕೊಂಡರು

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ದೊಡ್ಡಬಳ್ಳಾಪುರ

ಸಂಪುಟ 2121 ನೇ ಸಂಪುಟ
ಪುಟಗಳಿಂದ 134 ಸಂಖ್ಯೆ 577/98-99 ನೇ

For Resonance Laboratories Pvt. Ltd.
Director

ಗುರುತುಬಲ್ಲವರು

G. C. SASTRY
2401, Abhiram Complex
17th Cross, Sampige Rd,
Malleswaram,
Bangalore-560 003

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ದೊಡ್ಡಬಳ್ಳಾಪುರ

3/6/98

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ದೊಡ್ಡಬಳ್ಳಾಪುರ 3/6/98

This Document Contains 518
Issued under "Right to Information Act

15000रु. भारतीय गैर न्यायिक 15000रु.
INDIA NON JUDICIAL
पन्द्रह हजार रुपये
FIFTEEN THOUSAND RUPEES
Rs.15000 भारत INDIA Rs.15000

00BB 718680

WHEREAS by an agreement dated the Seventh day of May One thousand nine hundred and eighty six made between the First Party of the one part and Second Party of the other part, the First Party agreed to sell to the Second Party upon the performance and observance by the Second Party of the obligations and conditions contained in the said Agreement and the Second Party agreed to purchase , all that piece of land and premises known as Plot nos. 8C & 9A of Doddaballapura Industrial Area in Sy.no.90 of Bashettihalli village Kasaba Hobli , Doddaballapur Taluk , Bangalore District containing by admeasurement 7382 Sq. Mts or thereabouts and more fully described in the Schedule hereunder written and delineated on the plan annexed hereto and thereon surrounded by a red colour boundary line together with the buildings and erections standing and being thereon AND TOGETHER with all rights , easements, previleges, advantages and appurtenences whatsoever pertaining to the said property EXCEPT AND RESERVING UNTO THE FIRST PARTY all mines and minerals in and under the said land or any part thereof.

....3

For Resonance Laboratories Pvt. Ltd.
Director

Assistant Secretary
K.I.A.D.B., Bangalore.

This Document Contains 518 Pages
Issued under "Right to Information Act. 2000"

No. 15462-69 - 15000
Name Resonance laboratories
Pvt. Ltd
Date 29/5/18.

The Bangalore Divisional
Co-operative Society Ltd

This Document Contains 518 Pages
Issued under "Right to Information Act"

1000Rs.

INDIA NON JUDICIAL

१000रु.

सत्यमेव जयते

भारत

एक हज़ार रुपये ONE THOUSAND RUPEES

WHEREAS the Second Party has fulfilled all the obligations and conditions of the said agreement to the satisfaction of the First Party.

WHEREAS the Plot of land bearing Nos. 8C & 9A of Doddaballapur Indistrial Area at Bashettihalli village more fully described in the schedule hereunder written belongs absolutely to the First Party and that the said property is subject to mortgage by the Second Party in favour of Karnataka State Financial Corporation under the permission granted by the First Party in letter No. IADB / 5643 / 2324 / 91-92 dated 10 / 14-5-91-92 in pursuance of the agreement dated 7-5-1988.

.....4

For Resonance Laboratories Pvt. Ltd.

Director

Assistant Secretary
K. I. A. D. B., Bangalore.

This Document Contains 518 Pages
Issued under "Right to Information Act. 2000"

12 7 MAY 1998

No. 1562-69 Rs. 1000

Name Resonance laboratory Pvt Ltd

Date 29/5/98 Stamp Vendor

The Palgatore Advocates' Co-operative Society Ltd.

This Document Contains 518
Issued under "Right to Information A

1000Rs.

INDIA NON JUDICIAL

१000रु. Rs 1000

सत्यमेव जयते

भारत

एक हजार रुपये ONE THOUSAND RUPEES

I ನೇ ಪುಟ್ಟ ಕಡೆ 677/ಸಾಕ್ಷಿ:
ದಸ್ತಾವೇಜಿನ 4 ನೇ ಪುಟ.

WHEREAS on such representation , the First Party have offered to sell and convey the schedule mentioned property to the Second Party for a sum of Rs. 3,04,619=00 (Rupees Three lakhs four thousand six hundred and Ninteen only) with encumbrance and WHEREAS the Second Party has agreed to purchase the said property for the said sum of Rs. 3,04,619=00 (Rupees Three lakhs four thousand six hundred ninteen only) with encumbrance.

WHEREAS the sum of Rs.1,82,395=00 (Rupees One lakh eightytwo thousand three hundred and Nintyfive only) paid by the Second Party to the First Party as initial deposit / occupancy price / premium , the sum of 1,836=00 (Rupees One thousand eight hundred thirty six only) paid as rent by the Second Party to the first Party and a sum of Rs.1,20,395=00 (Rupees One lakh twenty thousand three hundred and Nintyfive only) paid towards the difference in the cost by the Second Party to the First party is adjusted towards the value of the property.

.....5

For Resonance Laboratories Pvt. Ltd.

Director

Assistant Secretary
E. I. A. D. B., Bangalore.

This Document Contains 518 Pages
Issued under "Right to Information Act. 2000"

2 7 MAY 1998

No. 157462 69 Rs. 1000

Name Resonance Laboratories Pvt. Ltd.

Date 29/5/98

Signature of Vendor

The Bangalore Advocates' Co-operative Society Ltd

This Document Contains 518 Pages
Issued under "Right to Information Act, 2005"

1000Rs.

INDIA NON JUDICIAL

१000रु. Rs 1000

सत्यमेव जयते

भारत

एक हजार रुपये ONE THOUSAND RUPEES

NOW THIS DEED OF SALE WITNESSETH that in consideration of the sum of Rs.3,04,619=00 (Rupees Three lakhs four thousand six hundred and Ninteen only) paid in the aforesaid manner by the Second party to the First Party, the First party do hereby acknowledge and admit and release the Second Party there from and the First Party do hereby, convey, transfer and assign unto the Second Party, by way of absolute sale , all that piece and parcel of land together with the superstructures thereon constructed by the Second Party in Plot Nos.8C & 9A in Sy. No. 90 of Bashettehalli village Kasaba Hobli, Doddaballapura Taluk Bangalore district measuring about 7382 Sq.Mts and more particularly described in the schedule hereto , together with trees hedges, water, water courses, and all the easements, privileges, advantages and appurtenences whatsoever pertaining to the said property and all the estate right, title and interest of the First Party in and upon the same or any part thereof To Have and To Hold the same unto the Second party absolutely and forever and the Second Party shall and may at all times hereafter peaceably and quietly possess and enjoy the schedule mentioned property without any lawful eviction , interruption, claim or demand whatsoever from or by the First Party or any one claiming from under or in trust for the First Party.

.....6

For Resonance Laboratories Pvt. Ltd.

Director

Assistant Secretary
B. I. A. D. B., Bangalore.

This Document Contains 518 Pages
Issued under "Right to Information Act. 2000"

2 7 MAY 1998

No. 15862-69 Rs. 100/-

Name Resonance laboratories Pvt. Ltd.

Date 29/5/98 Stamp Vendor

The Bangalore Advocates' Co-operative Society Ltd.

1000Rs.

...1... ನೇ ಪುಟ್ಟದ...577...
ದಸ್ತಾವೇಜಿನ...6... ನೇ ಪುಟ

The Second Party shall pay to the First Party the Cess at any such rates as may be prescribed by the First Party from time to time for the maintenance of the Doddaballapura Industrial Area.

The Second Party shall obtain the prior approval of the Board for utilising the balance land in addition to such approvals which may be obtained from the local authorities.

The Second Party shall get the blue prints of the additional constructions, or, alterations of the existing building, if any, on the land herein sold , duly approved in writing by the Chief Development Officer of the Board , before starting such additional constructions, or, alterations.

.....7

For Resonance Laboratories Pvt. Ltd.

Director

Assistant Secretary
K. I. A. D. B., Bangalore.

This Document Contains 518 Pages
Issued under "Right to Information Act. 2000"

12 7 MAY 1998

No. 15462-69 Rs. 100/-

Name Resonance Laboratories Pvt. Ltd

Date 29/5/98 Signature of Vendor

The Bangalore Advocates' Co-operative Society Ltd

This Document Contains 5 Pg

Issued under "Right to Information

500Rs.

INDIA NON JUDICIAL

५०० रु.

सत्यमेव जयते

भारत

पाँच सौ रुपये FIVE HUNDRED RUPEES

ದಿನಾಂಕ 577

ದಸ್ತಾವೇಜಿನ 7 ನೇ ಪುಟ.

The Second Party shall observe and conform to the bye-laws, rules and regulations of the Municipality or any other body having authority in that behalf, relating any way to the land herein sold and any building thereon.

IN WITNESS WHEREOF THE KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD HATH caused the Assistant Secretary, the Karnataka Industrial Areas Development Board to set his hand and affix the official seal hereto on their behalf and the purchaser hath set his hand and seal thereto the day and year first above written.

SCHEDULE

(Description of land)

All that piece of land known as Plot Nios. 8C & 9A in Doddaballapurs Industrial Area, situated in Sy.No. 90 of Bashettahalli village, Kasaba Hobli, Doddaballapura Taluk , Bangalore Distirct containing by admeasurement 7382 Sq.Mts or threreabouts and bounded as follows, that is to say :

On or towards the North by : Private Land
On or towards the South by : Road
On or towards the East by : Plot no.8A & 8B
On or towards the West by : Plot no.9B masonry drain.

.....8

For Resonance Laboratories Pvt. Ltd.

Director

Assistant Secretary
K. I. A. D. B., Bangalore.

This Document Contains 518 Pages
Issued under "Right to Information Act. 2005"

- 2 MAY 1998

No. 546269 Rs. 500
Name Resonance Laboratories Pvt. Ltd.
Date 29/5/98 Stamp Vendor
The Bangalore Advocates' Co-operative Society Ltd

100Rs.

INDIA NON JUDICIAL

१०० रु.

सत्यमेव जयते

भारत

एक सौ रुपये ONE HUNDRED RUPEES

...1... ಸೇ ಪುಟ್ಟಳದ 573/ 98-99 ರಿಂದ
ದಸ್ತಾವೇಜಿನ 8... ಸೇ ಪುಟ್ಟಿ

SIGNED, SEALED AND DELIVERED

by Smt. V.A.Jayanthi
The Assistant Secretary
Kamataka Industrial areas Development Board,
Bangalore in the presence of :

Jayanthi V.A.
Assistant Secretary
K. I. A. D. B., Bangalore

1) Priyadarshini H.
ASST.
Karnataka Industrial Area
Development Board

(2) D. SWAROOPKUMAR
ASSISTANT
K.I.A.D.B., BANGALORE.

SIGNED , SEALED AND DELIVERED

by the above named Purchaser

Sri. K.N.Subbaswami

in the presence of : K.S. Usha

1)

K.S. Usha,
260/1, Abhiram Complex,
17th Cross, Sampige Road,
Malleswaram,
Bangalore - 560003.

(2) G.C. Sastry
260/1, Abhiram complex
17th Cross, Sampige Road,
Malleswaram,
Bangalore -560003.

This Document Contains 518 Pages
Issued under "Right to Information Act. 2000"

1 9 MAY 1998

No. 15462-69 Rs. 100

Name Resonance Laboratories Pvt. Ltd.

Date 29/5/98

Stamp Vendor
The Bangalore Advocates' Co-operative Society Ltd.

ಕ್ರಿ.ಸಂ. ಅ. 1957 ರ ಪ್ರಕರಣ 410 ಪ್ರಕಾರ ಪ್ರಮಾಣ ಕೊಟ್ಟ

RE SONANCE LABORATORIES PVT LTD

ಕಟ್ಟಿದ ಮೊತ್ತ : 1575/-

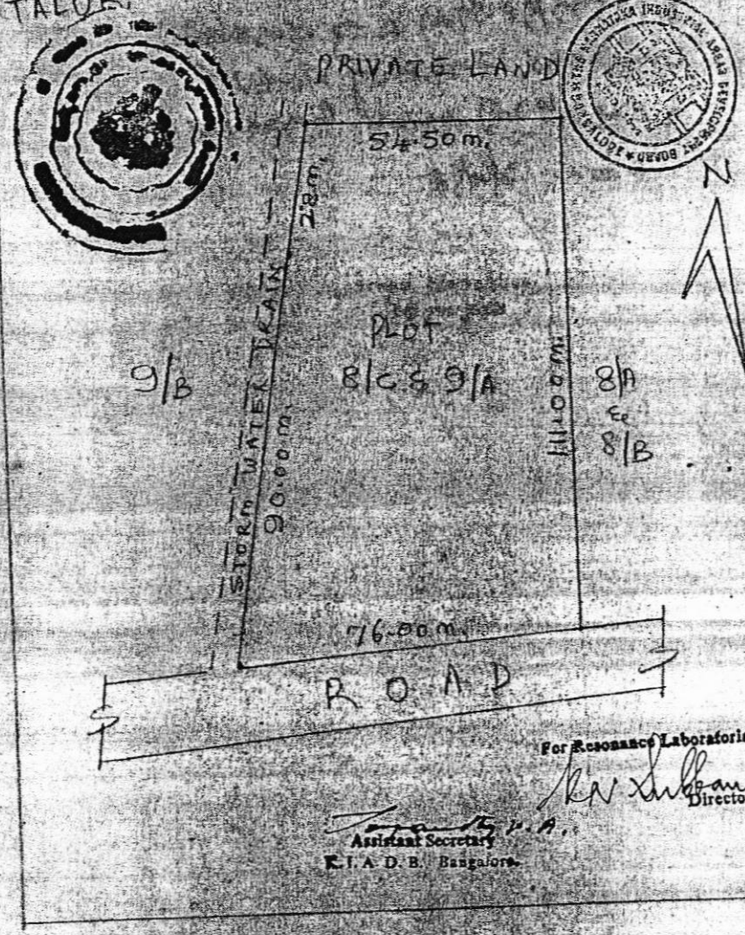
SBM

(15) 3/6/98

ದಿನಾಂಕ 3/6/98.

This Document Contains 51 P
Issued under 'Right to Information Act'

SKETCH SHOWING THE PLOT NO 8/C & 9/A AT DODDABALLAPUR INDUSTRIAL AREA, IN SY. NO 90 OF BASHETTYHALLY VILLAGE, KASABA HOBLI, DODDABALLAPUR TALUK.



For Resonance Laboratories Pvt. Ltd.,
Director

Assistant Secretary
K.I.A.D.B. Bangalore.

This Document Contains 518 Pages
issued under "Right to Information Act, 2005"

ಪಿಎಸ್ಸಿ 577/98-99ನ್ನ ದತ್ತಿ ನೆಡೆಸುವಂತೆ
ಅಭ್ಯರ್ಥಿಯವರ ಸಾಕ್ಷಿಯನ್ನು ಕಂಡು,
ಒಪ್ಪಿ ಮಾನ್ಯ ಆಯುಕ್ತರು ಆದೇಶಿಸಿದೆ.
ದಿನಾಂಕ 3/6/98

ಉಪಸಂಚಾಲಕರು ಅಧಿಕಾರಿ
ಹೊಸಪೇಟೆ

This Document Contains 518 Pages
Issued under "Right to Information Act. 2000"

Sale Deed dated 23.03.2000 for 417 sq.m

D 1247 20001

100Rs

INDIA NON JUDICIAL

ONE HUNDRED RUPEES

DEED OF SALE executed at Bangalore this 23rd day of March Month Two Thousand by THE KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD, having its Regd. Office at No : 14/3, II Floor, Rastrothana Parishat Building Nrupathunga Road, BANGALORE-560 002, represented by Smt. V. A. JAYANTHI ASSISTANT SECRETARY hereinafter called the First party which term wherever it occurs in these presents shall mean and include its successors in interest and assigns TO AND IN FAVOUR OF M/S. Resonance Laboratories Pvt. Ltd., 832, 37th Cross, 22nd Main, 4th T Block, Jayanagar, Bangalore-560041 represented by K. N. Subbaswami, Director hereinafter called the Second Party which term wherever it occurs in these presents shall mean and include his/her/its/their heirs, executors, administrators, legal representatives, successors and assigns.

WHEREAS by an agreement dated the Seventh day of May Month One Thousand Nine Hundred and Eighty Six, The First Party had allotted to Second Party 7382 Sq. mtrs. of land in Plot Nos : 8 C & 9 A of Doddaballapura Industrial Area situated in Sy. No: 90 of Bashettyballi Village, Kasaba Hobli, Doddaballapura Taluk, Bangalore District, (hereinafter referred to as Main Land) for establishing industries on lease cum sale basis and prescribing certain terms and conditions and whereas the First Part on being satisfied the complying of the terms and conditions by the Second Party contained in the aforesaid agreement dated 7.5.1986, transferred the title of the Main Land by way of absolute sale under the sale deed dated 30.05.1998 in favour of the Second Party.

...2

ASSISTANT SECRETARY
K.I.A.D.B., BANGALORE

Director

1290-91 100/-

Resonance Laboratories Pvt Ltd

Date 19/1/2000

	181
	20
	10
	20
	50
	281

For Resonance Laboratories Pvt. Ltd.

Director

For Resonance Laboratories Pvt. Ltd.

Director

B. C. ANJANEYALU

No:30 - HIG, 1st B main

New town, Yelahanka,

Bangalore - 560064.

19/7/2000

I ಪ್ರಸ್ತುತ 1247/2000
ಅನುಬಂಧ 2 ಪುಟ ಸಂ.

WHEREAS on such representations, First Party have offered to sell and convey 417 Sq. Mtrs. of vacant land adjacent to the Main Land, in Plot No: 9 A (Vacant Land) situated in Sy. No. 90 of Bashettyhalli Village, Kasaba Hobli, Doddaballapura Taluk, Bangalore District (hereinafter referred to as "the Schedule Property") and more fully described in the Schedule hereunder written and delineated on the plan annexed hereto and thereon surrounded by a red colour boundary line together with the buildings and erection standing and being thereon AND TOGETHER with all rights, easements, privilege, advantages and appurtenances whatsoever pertaining to the said property EXCEPT AND RESERVING UNTO THE FIRST PARTY all mines and minerals in and under the said land or any part thereof.

WHEREAS the First Party have offered to sell and convey the schedule property to the Second Party for a sum of Rs.1,80,750/- (Rupees One Lakh Eighty Thousand Seven Hundred and Fifty only) free from encumbrances and whereas the Second Party has agreed to purchase the schedule property for the said sum of Rs.1,80,750/- (Rupees One Lakh Eighty Thousand Seven Hundred and Fifty only) free from encumbrances.

WHEREAS the Second Party paid a sum of Rs. 1,80,750/- (Rupees One Lakh Eighty Thousand Seven Hundred and Fifty only) to the First Party vide Bankers Cheque No: 898897 dt.22.12.1999 drawn on State Bank of India.

NOW THIS DEED OF SALE WITNESSETH that in consideration of the sum of Rs.1,80,750/- (Rupees One Lakh Eighty Thousand Seven Hundred and Fifty only) free from encumbrances paid in the aforesaid manner by the Second Party to the First Party, the First Party do hereby acknowledge, admit and release the Second Party there from and the First Party do hereby, convey, transfer and assign unto the Second Party, by way of absolute sale, all the piece and parcel of land together with the superstructures thereon constructed by the Second Party in Plot No. 9 A (Vacant Land) situated in Sy. No: 90 of Bashettyhalli Village, Kasaba Hobli, Doddaballapura Taluk, Bangalore District and more

For Bangalore Laboratories Pvt. Ltd.
Director.

ASSISTANT SECRETARY
K.I.A.D.B., BANGALORE

For Bangalore Laboratories Pvt. Ltd.
Director.

1247/2006-07

3

particularly described in the schedule hereto, together with trees, hedges, water, water courses, and all the easements, privileges, advantages and appurtenances whatsoever pertaining to the said property and all the estate right, title and interest of the First Party in and upon the same or any part thereof To have and To Hold the same unto the Second Party absolutely and forever and the Second Party shall and may at all times hereafter peaceably and quietly possess and enjoy the schedule mentioned property without any lawful eviction interruption, claim or demand whatsoever from or by the First Party or any one claiming from under or in trust for the First Party.

The Second Party shall pay to the First Party the maintain charges at the rate of Rs.1,500/- per acre or such rates as may be prescribed by the Second Party from time to time for the maintenance of the Doddaballapura Industrial Area.

The Second Party shall obtain the prior approval of the First Party for utilising the balance land in addition to such approvals which may be obtained from the local authorities.

The Second Party shall get the blue print of the additional construction or alterations of the existing building, if any, on the land herein sold, duly approved in writing by the Chief Development Officer of the First Party or any other Officer authorized by him, before starting such additional constructions, or alterations.

The Second Party shall observe and conform to the bye laws, rules and regulations of the Municipality or any other body having authority in that behalf, relating any way to the land herein sold and any building thereon.

IN WITNESS WHEREOF THE KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD hath caused the ASSISTANT SECRETARY, Karnataka Industrial Area Development Board to set his/her hand and affix the official seal hereto on their behalf and the purchaser hath set his and seal thereto the day and year first above written.

ASSISTANT SECRETARY
K.I.A.D.B., BANGALORE

For Resonance Laboratories Pvt. Ltd.
Director.

F ದಿನಾಂಕ 1247/2000-01
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ ಕ ದಿನಾಂಕ

SCHEDULE

(Description of land)

All that piece of land known as plot No : 9 A (Vacant Land) situated in Sy. No. : 90 of Bashettyhalli Village, Kasaba, Hobli, Doddaballapura Taluk, Bangalore District containing by admeasurement 417 sq. mtrs. and bounded as follows, that is to say : -

On or towards the North by	:	Resonance Laboratories Pvt. Ltd.
On or towards the South by	:	9 Mtr. KIADB vide Road
On or towards the East by	:	Resonance Laboratories Pvt. Ltd.
On or towards the West by	:	KIADB drain (Plot No: 9 B) Property

SIGNED, SEALED AND DELIVERED

BY SMT. V. A. Jayanthi,
ASSISTANT SECRETARY
The Karnataka Industrial Area Development Board, Bangalore.

Jayanthi V.A.
ASSISTANT SECRETARY
K.I.A.D.B., BANGALORE

In the presence of :

1. Priyadarshini H (PRIYADARSHINI H) Asst. KIADB, Blore
2. Bhaskar (E. Bhaskar) Manager - KIADB Bangalore.

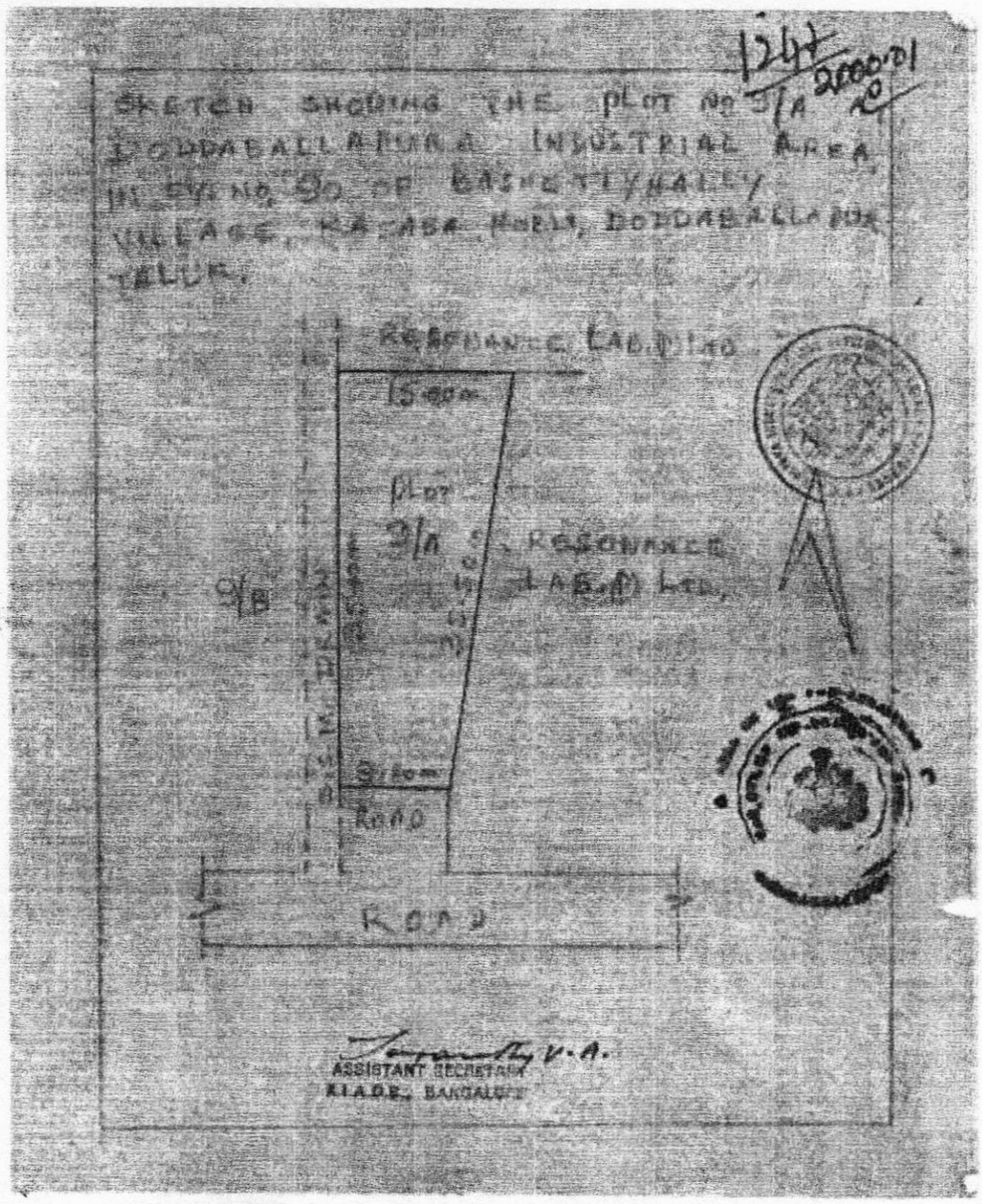
SIGNED, SEALED AND DELIVERED

By the above named and Purchaser
Sri/Smt.
In the presence of :

1. G. L. SASTRY, 4D/III, Swati, 13th Main, Padmanabhanagar, Bangalore-70
2. B. [illegible], No: 50, H16, 1st - B main Road, Nagarbhavi, Yelahanka, Bangalore 560064.

For Resonance Laboratories Pvt. Ltd.
Director

For Resonance Laboratories Pvt. Ltd.
Director


1247
2000-01
SKETCH SHOWING THE PLOT No 3/A
DODDABALLAPURA INDUSTRIAL AREA
IN SY. NO. 90 OF BASNETIYHALLY
VILLAGE, KASABA HOBLI, DODDABALLAPUR
TALUK.
RESIDENCE LAB.D.LTD
15.00m
PLOT
3/A
RESIDENCE
LAB.D LTD.
9/B
3.60m
ROAD
ROAD
ASSISTANT SECRETARY
K.I.A.D.B., BANGALORE

Sale Deed dated 12.12.2003 for 4 Acres, 36 Guntas

Scanned D NO 3663/03-04 BOOK I

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

This sheet can be used for any document

Date of execution 12/12/2003

Total stamp duty paid Rs. 22-3330/-

Doddaballapura

DEED OF ABSOLUTE SALE

THIS DEED OF SALE made and executed on this Twelfth day of December, Two Thousand Three (12 /12/2003) by;

Sri. T.JAYARAMA REDDY
Son of Sri. R, Thimmanna
Aged about 46 years
Residing at No.93/1, Temple Road,
8th Cross, Malleswaram, Bangalore – 560003

hereinafter called the **"VENDOR"** which term shall mean and include his heirs, executors, administrators, legal representatives and assigns of the **ONE PART;**

IN FAVOUR OF

RESONANCE LABORATORIES PVT. LTD.,
An existing company within the meaning of
The Companies Act, 1956 having its office at
No. 8C & 9A, KIADB Industrial Area,
Doddaballapur, Bangalore Rural District.,
Represented by its Director **Dr. K.N. Subbaswami**

hereinafter called the **'PURCHSER'** which term shall mean and include his successors in the office of the **OTHER PART:**

For Resonance Laboratories Pvt. Ltd.
Director

Print date & time: 12/12/2003 11:22:19AM

ಸಂಖ್ಯೆ 3663
ಪುಟ ಸಂಖ್ಯೆ 2 ರ ಪೈಕಿ

Document Number: 3663

Presented at 11:12:25AM on 12/12/2003 in the office of the Sub-Registrar,Doddaballapura

alongwith fees paid as follows :

Sr. No.	Description	Rs . P.
1	Registration Fee	25,850.00
2	Service Charge	300.00
3	Mutation Fee	210.00
4	Deficit Stamp Duty and/or Penalty	14.00
	Total:	26,374.00

Seal of the Sub-Registrar, Doddaballapura

by Resonance Laboratories Pvt. Ltd Rep by Director Dr. K.N. Subbaswami

Name	Photograph	Thumb-Impression	Signature
Resonance Laboratories Pvt. Ltd Rep by Director Dr. K.N. Subbaswami			

ಉಪನೋಂದಣಾಧಿಕಾರಿ.
ದೊಡ್ಡಬಳ್ಳಾಪುರ.

Execution admitted by

Sr.No	Name	Photograph	Thumb-Impression	Signature
1	T. Jayaramareddy S/o R. Thimmanna .			

ಉಪನೋಂದಣಾಧಿಕಾರಿ.
ದೊಡ್ಡಬಳ್ಳಾಪುರ.

Designed and Developed by C-DAC, ACTS, Pune

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

The Seal of the Sub-Registrar (ಉಪ ನೋಂದಣಾಧಿಕಾರಿ) Doddaballapura, Bangalore

2 ಪಿ ಆ ಸಂ 3663
ದಸ್ತಾವೇಜಿನ 3 ಪಿ ಆ ಸಂ

WITNESSETH AS FOLLOWS:

WHEREAS the Vendor named above is the sole and absolute owner in possession of the agricultural lands measuring 4 Acres 19 Guntas and 17 Guntas Kharab having purchased as herein below mentioned:

1) **Sy. No.76/4** of Bashettyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District, measuring 1 Acre 6 guntas and 8 guntas of Kharab, morefully described in the Schedule hereunder, having purchased from Sri. B. Krishnappa and Sri. B.K Anandkumar vide registered sale deed bearing document No.840 of 2002-2003 in Book 1, Volume 2462, pages 69-78 dated 11.6.2002 registered at the office of the Sub Registrar, Doddaballapur.

2) **Part of Sy.No.76/5** of Bashettyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District, measuring 31 guntas and 2 guntas of Kharab land, morefully described in the schedule hereunder having purchased from Sri. T. Hanumanthappa and Sri. B.H. Shivakumar vide registered sale deed bearing document No. 837of 2002-2003 in Book I, Volume 2462, pages 39-48 dated 11.6.2002 registered at the office of the Sub Registrar, Doddaballapur.

3) **Part of Sy.No.76/5** of Bashettyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District, measuring 31 guntas, morefully described in the schedule hereunder having purchased from Sri. A.B. Muniyappa and Sri. M. Murthy vide registered sale deed bearing document No. 832 of 2002-2003 in Book I, Volume 2462, pages 89-98 dated 11.6.2002 registered at the office of the Sub Registrar, Doddaballapur.

For Resonance Laboratories Pvt. Ltd.

Director

Identification

Sr.No	Name & Address	Signature
1	T.J. Parthanarayan S/o T.J. Jayaram #1, MIG 1st A Main, Yelahanka New Town, B'lore-64	
2	C. Shashidhara S/o Late Dr. Channabasappa #1, MIG 1st A Main, Yelahanka New Town, B'lore-64	

ಉಪನೋಂದಣಾಧಿಕಾರಿ.
ದೊಡ್ಡಬಳ್ಳಾಪುರ.

Registered as Document Number DBP-1-03663-2003-04 in CD No. DBPD3 of ಪುಸ್ತಕ - 1 on 12/12/2003

ಉಪನೋಂದಣಾಧಿಕಾರಿ Doddaballapura
ದೊಡ್ಡಬಳ್ಳಾಪುರ.

The Seal of the Sub-Registrar Doddaballapura, Bangalore

Designed and Developed by C-DAC, ACTS, Pune

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂದಾ 152 ಮುಸಕಂ 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಮೊತ್ತ ರೂ.
Total stamp duty paid Rs.

Sub-Registrar, Doddaballapura, Bangalore

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4) **Part of Sy.No.76/6** of Bashettyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District, measuring 37 guntas and 7 guntas of Kharab, morefully described in the Schedule hereunder, having purchased from Sri. Muniyappa, Smt. Rathnamma and Smt. Subbamma vide registered sale deed bearing document No. 843 of 2002-2003 in Book I, Volume 2462, pages 99-108 dated 11.6.2002 registered at the office of the Sub Registrar, Doddaballapur.

5) **Sy. No.89/1** of Bashettyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District, measuring 6 guntas, morefully described in the Schedule hereunder, having purchased from Sri B. Krishnappa and Sri. B.K. Anandkumar vide registered sale deed bearing document No.839 of 2002-2003 in Book 1, Volume 2462, pages 59-68 dated 11.6.2002 registered at the office of the Sub Registrar, Doddaballapur.

6) **Sy. No.89/2** of Bashettyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District, measuring 14 guntas, morefully described in the Schedule hereunder, having purchased from Sri T. Hanumanthappa and Sri. B.H. Shivakumar vide registered sale deed bearing document No.838 of 2002-2003 in Book 1, Volume 2462, pages 49-58 dated 11.6.2002 registered at the office of the Sub Registrar, Doddaballapur.

7) **Sy. No.89/3** of Bashettyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District, measuring 14 guntas, morefully described in the Schedule hereunder, having purchased from Sri B. Krishnappa and Sri. B.K. Anandkumar vide registered sale deed bearing document No.841 of 2002-2003 in Book 1, Volume 2462, pages 79-88 dated 11.6.2002 registered at the office of the Sub Registrar, Doddaballapur.

...4..

For Resonance Laboratories Pvt. Ltd.

Director

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Registration and Stamps Department

Certificate

Certificate under Section 10A of the Karnataka Stamp Act, 1957

Certified that a sum of Rs. 223,344.00 being the proper stamp duty has been remittted as follows :

Type	Amount (in Rs.	Description
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	223,330.00	DD No. 645089 dt 10/12/03 Drawn on Rajajinagar Com. Branch B'lore-44
ಸರಾಸರಿ ದರ	14.00	Paid in Cash
Total :	223,344.00	

by Shri/Smt. Resonance Laboratories Pvt. Ltd Rep by Director Dr. K.N. Subbaswami residing at #8c & 9AKADB Industrial Area DB Pur B'lore

Place : Doddaballapura

Date : 12/12/2003

Empowered Officer and Sub-Registrar Doddaballapura

ದೊಡ್ಡಬಳ್ಳಾಪುರ.

Designed and Developed by C-DAC, ACTS, Pune

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ
Total stamp duty paid Rs.

hereinafter collectively referred to as **"SCHEDULE PROPERTY"** and the vendor is in peaceful possession and enjoyment of the schedule property morefully described in the Schedule.

Whereas the Vendor is in need of money for improvement of other lands, household expenses and other family necessities have agreed to sell the schedule property to the Purchaser for a sale consideration of **Rs.25,84,834 (Rupees Twenty Five Lakhs Eighty Four Thousand Eight Hundred and Thirty Four only)** free from any encumbrance.

Whereas the Purchaser is in need of land for expansion of industry has obtained exemption under Section 109 of Karnataka Land Reforms Act, 1961 to purchase agriculture land vide **No. L.R.F.S.R.10/2003-04, dated 05.12.2003** from **the Deputy Commissioner, Bangalore Rural District,** has agreed to purchase the said schedule property for the sale consideration of **Rs.25,84,834 (Rupees Twenty Five Lakhs Eighty Four Thousand Eight Hundred and Thirty Four only).**

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

In pursuance of the above said agreement and in consideration of the sum of **Rs.25,84,834 (Rupees Twenty Five Lakhs Eighty Four Thousand Eight Hundred and Thirty Four only)** the purchaser has paid to the Vendor a sum of **Rs.25,84,834 (Rupees Twenty Five Lakhs Eighty Four Thousand Eight Hundred and Thirty Four only)** which the Vendor acknowledges having received.

.....5

For Resonance Laboratories Pvt. Ltd.

Director

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಕಂದಾ 152 ಮುಸೇಇ 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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Registration and Stamps Department

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Total stamp duty paid Rs.

Registrar Doddaballapura District

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Whereas the Vendor having received the full sale consideration of **Rs.25,84,834/- (Rupees Twenty Five Lakhs Eighty Four Thousand Eight Hundred and Thirty Four only)** does hereby sells, transfers, conveys, assigns and grants by way of this Absolute Sale unto the use of the Purchaser with all rights, title and interest, liberties and privileges appertaining thereto **TO HOLD AND TO HAVE** the same unto the Purchaser absolutely free from all encumbrances without any interruption or disturbances by the Vendor or any person claiming through or intrust for his or any of the Vendor' predecessors in title.

The Vendor further agrees that he will effectively stay harmless and keep indemnified the Purchaser against any rights, ejectments, distress acts, lease, charges, expenses whatsoever that may result by reasons of breach of any of the covenants contained herein.

The Vendor further assures the Purchaser that there are no encumbrances, maintenance, claims or court attachments or any claims by whomsoever and the Vendor further guarantees to make good any loss that might be suffered by the Purchaser in specifically establishing or defending the perfect and sound title hereby conveyed unto the Purchaser in respect of the schedule property.

.....6..

For Resonance Laboratories Pvt. Ltd.

K N Subbaiah

Director

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

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Date of execution

ಹಾಕಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ರೂಪಾಯಿಗಳು
Total stamp duty paid Rs.

Seal of the Sub-Registrar, Doddaballapura

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And whereas, the Vendor assures the Purchaser that he has not been a party or privy to any of the acts, deeds and things so as to affect the title of the Purchaser to the schedule property and the Vendor further undertake to execute or cause to be executed any other document or documents with a view to morefully assuring the title of the Vendor to the schedule property and to indemnify the Purchaser against all losses, damages, etc., incurred or sustained by the Purchaser on account of any defective title of the Vendor to the schedule property.

The Vendor agree to execute any other documents or deeds that may be required for effective change of ownership in the records of government, at the cost of Purchaser. The Vendor has this day put the Purchaser in actual vacant possession of the schedule property **TO HAVE AND TO HOLD** the same as the absolute owner thereby pay all the future taxes, charges, etc., to the concerned authorities or to the Government by himself.

The Vendor hereby given his no objection for the Khata, Pahani, Mutation and other revenue records of the schedule property being transferred in the name of the Purchaser.

The Vendor hereby delivers all documents pertaining to the schedule property to the Purchaser on this day by way of this **Deed of Absolute Sale.**

The Purchaser has obtained permission to buy agricultural land under Section 109 of K.L.R. Act 1961 vide **No: L.R.F.S.R.10/2003-04, dated 05.12.2003** from **the Deputy Commissioner, Bangalore Rural District.**

.....7.

KN Subbanna

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

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Date of execution

Total stamp duty paid Rs.

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SCHEDULE PROPERTY

All that piece and parcel of immovable property being dry agricultural lands bearing Survey Numbers: (1) 76/4 measuring 1 Acre 6 Guntas and 8 Guntas Kharab bearing Khata No:2 and MR 7/2002-2003, (2) 76/5 measuring 1 Acres 22 Guntas and 2 Guntas Kharab bearing Khata No: 2 and MR 1/2002-2003 & MR 3/2002-2003, (3) 76/6 measuring 37 Guntas and 7 Guntas Kharab bearing Khata No:46 and MR 6/2002-2003, (4) 89/1 measuring 6 Guntas bearing Khata No:2 and MR 5/2002-2003, (5) 89/2 measuring 14 Guntas bearing Khata No:2 and MR 8/2002-2003 and (6) 89/3 measuring 14 Guntas bearing Khata No:1 and MR 4/2002-2003 all situated at Bachattyhalli Village, Kasaba Hobli, Doddaballapur Taluk, Bangalore Rural District and bounded on:

East by	: Private Property
West by	: Government Land
North by	: Sy.No.76/3 belonging to Mr. Basavaraj
South by	: Sy.No.89/4 belonging to Resonance Laboratories and Plot Nos: 8A & 8B

.....8.,

For Resonance Laboratories Pvt. Ltd.

Director

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

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Date of execution

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Total stamp duty paid Rs.

IN WITNESS WHEREOF the Vendor and the Purchaser have affixed their signatures to this **DEED OF ABSOLUTE SALE** on the day, month and year first above written.

WITNESSES:

1. T. JAYARTHA NARAYAN
1, MIG, 1st 'A' Main,
Bilekahalli New Town,
Bangalore. 61,

2. C. SHASHIDHAR
DHARAN ENTERPRISES
1, MIG, 1st Floor
1st 'A' Main Road
Bilekahalli New Town
Bangalore 560 076
Phone: 8462901

(VENDOR)

For Resonance Laboratories Pvt. Ltd.

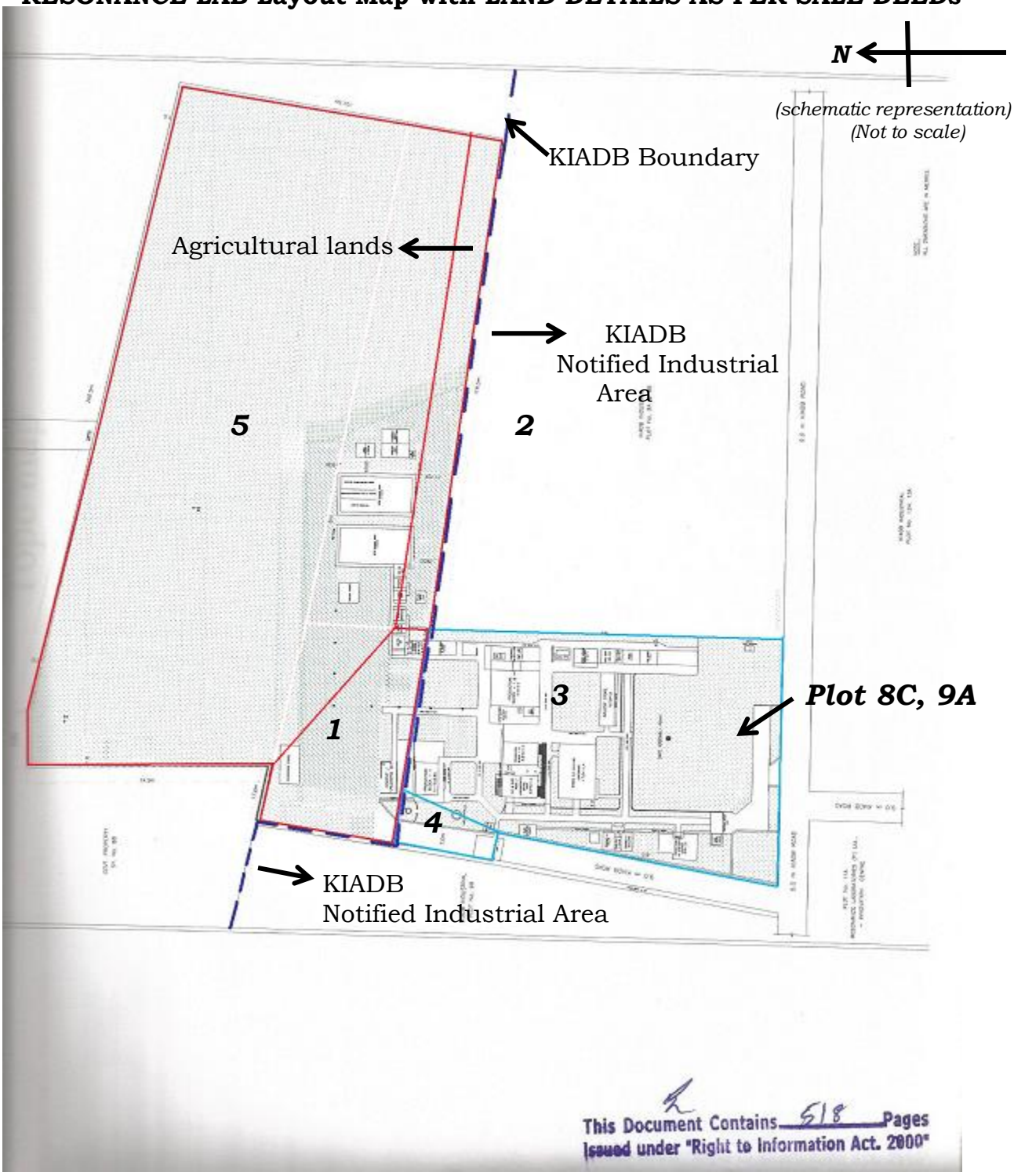
Director

(PURCHASER)

Drafted by

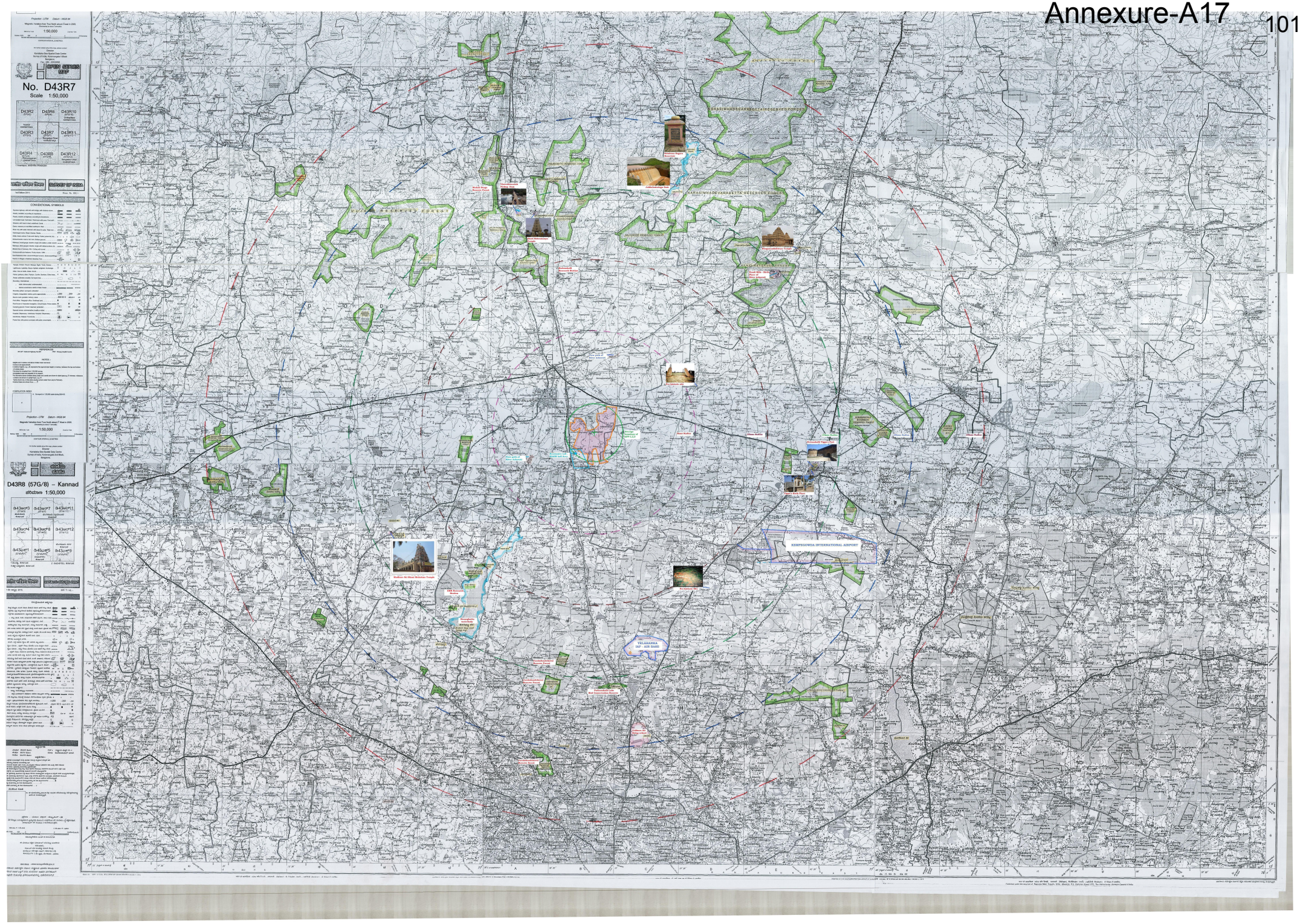
B.D. SOMASHEKAR, BA.LL.B.,
ADVOCATE
TALUK OFFICE CIRCLE
DUDDABALLAPUR (TQ)

RESONANCE LAB Layout Map with LAND DETAILS AS PER SALE DEEDs



Legend showing Sale Deed details

1 □ Sale Deed dt.28-11-1997 - Agricultural lands
2 □ Sale Deed dt.27-03-1998 - Agricultural lands
3 □ Sale Deed dt.30-05-1998 - (KIADB Plot Allotment letter dt.07-05-1985)
4 □ Sale Deed dt.23-03-2000 - (KIADB alleged Plot 9A)
5 □ Sale Deed dt.12-12-2003 - Agricultural lands


OPEN SERIES MAP
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SURVEY OF INDIA
CONVENTIONAL SYMBOLS
D43R8 (57G/8) – Kannad
1:50,000
NARASIMHADEVARABETTA RESERVED FOREST
KEMPEGOWDA INTERNATIONAL AIRPORT
YELAHANKA IAF AIR BASE

Sengupta, M. and Dalwani, R. (Editors). 2008
Proceedings of Taal 2007: The 12th World Lake Conference: 1903-1907

Reservoir Catchment Management Using GIS and RS –A case study in Karnataka

K.S. Saibaba[1], Ramesha Chandrappa[2*], H. Lakshmikantha[3] and B.S. Muralidhara[4]
[1]*Conservator of Forest, Karnataka Forest Department, Chikmagalur, Karnataka, India*
[2]*Assistant Environmental Officer, Karnataka State Pollution Control Board (KSPCB), 49, Church Street, Bangalore-01, India*
[3]*Assistant Environmental Officer, KSPCB, Bangalore-01, India*
[4]*Environmental Officer, KSPCB, Bangalore-01*
**Corresponding author: email: rameshagowda@rediffmail.com*

ABSTRACT

Bangalore's economy makes it a major economic centre in India. After detailed investigation of all possible sources of supply including the rivers Cauvery and Hemavathy, a reservoir was built on river Arkavathi by building Dam at T.G.Halli.

The project of 'Reservoir Catchment Management Using Geographical Information System (GIS) and Remote Sensing (RS)', an was undertaken to identify and analyze spatial distribution of industries and in order to make policy which can enhance the quality of environment and there by reduce the pollution potential on water bodies. Design of a cost-effective strategy for environmental characterization and control requires consideration of the number, locations and types of pollution sources present. An inventory of pollution sources in the Bangalore Urban and Bangalore Rural district is also needed to provide planning level information.

The project described in this report has two main objectives: to conduct an inventory of major industries in Tippagondana Halli Reservoir (TGR) catchment area; and Geo-referenced information is compiled in a PC-based system designed to allow flexible querying and reporting of inventory data. The scope of work is limited to Large and Medium industries.

As a result of this study relationship between pollution source and reservoir was established along with the source streams to reservoir. The information was used for classifying the pollution sources into different zones classified by Government of Karnataka. Further survey numbers of the each village in the catchment area was also classified in order help developers and regulating agencies.

INTRODUCTION

Bangalore the capital city of Karnataka, is headquarters to several public and Private companies. Technology companies located in the city which contribute 38% of India's US$ 22 billion (Rs. 100,000 crore) IT and software export market. Bio-technology is a rapidly expanding field in the city. Bangalore accounts for 47% or 127 of the approximately 265 biotechnology companies in India. The city still attracting many enterprises through out the world.

This development in turn has affected the prevailing environment in terms of changing in natural drainage pattern, deviation in the existing stream, closing of tanks/lakes, etc. Some of the water holding structures is being converted into public use like layouts, bus terminals, and industrial areas.

PURPOSE OF THE STUDY

This project, was undertaken to identify and analyze spatial distribution of industries and in order to make policy, which can enhance the quality of environment. Design of a cost- effective strategy for environmental characterization and control requires consideration of the number, locations and types of pollution sources present. An inventory of pollution sources in the Tippagondanahalli Reservoir (TGR) catchment is also needed to provide planning level information.

The project described in this report has two main objectives:

1. 1. To conduct an inventory of major industrial and municipal point sources of wastewater discharges in the Tippagondanahalli Reservoir catchment.
2. 2. Geo-reference information on the discharges is compiled in a PC-based system designed to allow flexible querying and reporting of inventory data. The scope of number of industries collected is limited to database of Karnataka State Pollution Control Board.

IMPORTANCE OF TIPPAGONDANAHALLI RESERVOIR

Prior to the year 1896, unfiltered water was being supplied to Bangalore in the Karanjee system from a number of tanks. In the year 1894, the first protected water supply scheme "Chamarajendra Water Works" was started and the source of water was Hesaraghatta lake on Arkavathi River. In the year 1925, Hesaraghatta lake started drying up and urgent remedial measures

were taken. Hence a reservoir was commissioned on river Arkavathi by building a dam (Chamaraja Sagar) at TG halli, Downstream of Heasraghatta Lake. The details of source of water to Bangalore are given in Table 1.

ZONES OF CATCHMENT AREAS

Due to sensitivity the total Catchment area has been divided into four Zones by government of Karnataka and the activities have been regulated through passing notification. The zones are created by dividing entire catchment by providing buffer to water bodies. The notification clearly fixes responsibility on different authorities in order to protect the reservoir. The description of zones as per government notification is given in.

STUDY AREA

TGR catchment area covers taluks of Kolar, Bangalore Urban and Rural district. The Reservoir is situated at a distance of 34 km from Bangalore city and the area lies between 12° 56' and 13° 23' 15' north latitudes and 77° 13' 30" and 77° 41' 15" east longitudes.

The Reservoir, which is a vital source of drinking water for Bangalore City has a catchment spread over an area of 1453 sq. km. The catchment occupies an area of 461.80 sq.km.(31.78% of the total catchment) of Doddaballapura Taluk; 396.91 sq.km (27.32% of the catchment) of Nelamangala Taluk; 355.41 sq.km(24.46% of the catchment) of Bangalore North Taluk; 132.32 sq. km (9.11% of the catchment) of Magadi taluk ;58.35 sq.km. (4.00% of the catchment) of Devanahalli taluk; 40.26 sq.km. (2.77% of the catchment) of Bangalore South and 8.00 Sq.km (0.55% of the catchment) of Chikballapur Taluk.

The National highways No.4 and 48 pass through the catchment in the centre. The Hesaraghatta tank situated in the upstream of TGR further divides the Arkavati catchment into two parts - Hesaraghatta and Arkavati sub- catchment. Thus, there are three distinct sub-catchments for the TGR, with aerial extents of 606.6 sq.km (Hesarghatta), 376.6 sq.km (Arkavati) and 462.6 sq.km (Kumudvati).

Table 2 Zones of TG Halli Catchment Area

Zone	Area Covered	Nature of restricted/regulated activities
Zone-1	Entire Tippagondanahalli Reservoir (TGR) catchment area specified in Annexure to this Notification.	a) Regulation and checking over exploitation of ground water. b) No fresh leases or license for mining, quarrying and stone crushers shall be granted. c) No person shall dispose solid as well as liquid waste in this area without scientific Processing. d) To ensure adoption of rain water harvesting systems in all the new and existing buildings, within six months from the date of issue of this order. e) To promote organic farming including bio-fertilizers and bio-pesticide.
Zone -2	Area covered within 2 kms from the Tippagondana halli Reservoir (TGR) boundary	No person shall carry on activities other than Agricultural or Agriculture related activities without prior permission
Zone-3	Area covered within 1 km distance from the river banks of Arkavathy (only upto Hesarghatta tank from TGR) and Kumudvathi	No person shall carry on activities other than Agriculture or Agriculture related activities without prior permission
Zone-4	Area covered within 1 km distance from the river banks of Arkavathy (only upto Hesaraghatta Tank from TGR) and Kumudvathi (Excluding the areas falling within zone 2)	a) Permit only those industrial activities which are listed as Green category, by the Karnataka State Pollution Control Board (KSPCB) with mandatory adoption of rainwater harvesting systems and waste water treatment facilities. The other regulatory/civic agencies to issue permit only after Consent form Establishment (CFE) is obtained from the KSPCB. b) Permit new buildings with only ground and first floor with mandatory adoption of rainwater harvesting systems.

About 85% of the catchment has a slope less than 3%, which can be classified as flat terrain. The stream network pattern is sparse diacritic to sub- parallel, mostly controlled by fractures. The TGR catchment is constituted by eight major soil series developed mostly by granitic rocks and a narrow elongated patch of schist near Hesarghatta. Generally, the soils covering broad valleys are having slightly heavy texture and low infiltration rate, as compared to the light textured soils of uplands with comparatively high rate of infiltration.

The TGR catchment has an uneven landscape with plains, hills and valleys. The prominent physiographic features of the area are the Shivaganga hills situated towards the western boundary of the catchment and the Nandi hills on the northeastern corner of the catchment. The highest elevation is over Nandi hills (1466 m. above MSL) followed by Chennaraya betta (1450 m above MSL) and Shivaganga hill (1386 m above MSL). The lowest elevation is 800 m above MSL near Tippagondanahalli reservoir. Most of the area represents broad undulating plain with elevations ranging from 800m and 920m above MSL. The terrain has a gentle slope towards the south.

There are 541 surface tanks of varying dimensions. The largest tank is the Hesaraghatta tank, one of the earlier sources of water supply to Bangalore city. The cumulative storage of water in all these tanks is estimated as - 143 MCM, i.e., about one-and-half times the capacity of TGR.

The TGR catchment exhibits mostly a rural landscape with agriculture and farming as main features. But during last decade, there have been distinct changes in the catchment, though; presently agriculture takes the major share. The extent of agricultural land is 59.76 %(1998), which has reduced by over 13% during the past decade. The built up land (3.45% in 1998) has doubled.

The area surveyed is an undulating or uneven terrain sloping towards south. The Tippagondanahalli Reservoir catchment has plains, residual and structural hillocks and valley regions. The prominent physiographic features of the area are the Shivaganga hills situated towards the boundary of the catchment and the Nandi hills on the northeastern corner of the catchment. The highest elevation is over 1466 m above MSL (Nandi hills) followed by 1450 m above MSL (Chennaraya Durga) and Shivaganga hill (1386 m above MSL). The Tippagondanahalli Reservoir is situated in the lowest elevation (about 800 m above MSL).

The study area forms a part of the Arkavati river catchment. The river Kumudvati (a tributary of the Arkavati) flows in a southerly direction and joins Arkavati at Tippagondanahalli. The river Arkavati a tributary of the river Cauvery originates from Nandi hills, taking a south westerly path through Hesaraghatta tank, further south joins the TGR.

The Tippagondanahalli Reservoir catchment is characterized by dendritic to sub- parallel type of coarse drainage controlled by geological structures. While majority of the second, third and fourth streams are controlled by fractures; the trunk streams like Kumudvati and Arkavati are controlled by major fracture zones. It is quite natural to anticipate high percolation of rainfall along these fractures.

Hydrogeomorphologically, the Tippagondanahalli reservoir catchment has been classified into various geomorphic units and they include: denudational hills, residual hills, inselbergs, pediment inselberg complex, pediment, pediplains, buried pediplalns, dykes and lineaments. They have been evaluated for their groundwater potential.

The Tippagondanahalli Reservoir catchment mainly comprises of peninsular gneisses and a patch of granite and granitic gneiss intruded by dolerite dykes with quartzite and pegmatite veins. A patch of lateritic cappings overlying the Precambrian peninsular gneisses can be prominently seen. The Sargur group of rocks within the area is represented by ultramafic schist and pyroxene granulite, which occurs as enclaves within the peninsular gneissic complex. Prominent exposures of ultramafic schist are seen in the north of Hesaraghatta, Gollahalli and Byatha villages.

In the Tippagondanahalli reservoir catchment, most of the uplands are covered with coarse textured soils and the broader valleys and depression are covered with clay loam. Granular and non-granular loam soils, clayey, lateritic are prominently seen In the catchment.

The TGR catchment lies in the south interior plains of Karnataka and experiences an agreeable climate without extremes. The temperature variations are minimal ranging from 32° - 37° C in the hottest month to 19° - 25° C in the winter months. The annual rainfall is 685 - 800 mm spreading over 45 to 60 rainy days. Half of the annual average rain falls in the months of August, September and October. The area receives rain both from southwest and northeast monsoon. The climate is however highly susceptible for changes in weather especially owing to depression rainfall is the only input source to the hydrological system in TGR catchment. Stream flow / surface runoff plays an important role in the present condition.

Land use / land cover classes include Built-up land, Village/Settlements, Towns, Urban/New Layouts, Industrial land/Layouts, Agricultural land, Cropping pattern, Agricultural plantation/Garden, Forest land, Forest plantation, Wastelands, Land with/without scrub, Stony waste, Gullied Land, Marshy Land, Commercial Plantations, Quarry, Grasslands and Water bodies.

STUDY APPROACH

The study methodology included desk top studies to accumulate the available information in parallel to field data collection. The field data collection mainly aimed to collect major point sources of pollution. The scope of the project was restricted medium and large scale industries.

The boundaries of river streams and reservoir were extracted from digitizing water bodies from IRS-1C LISS-III image from National Remote Sensing Agency (NRSA). The zonation was then made by providing buffers as per notification of Karnataka government around the water bodies.

The entire catchment area was digitized with information upto microcatchment area. The accuracy of job was cross checked and corrected by randomly verifying Latitude and Longitude of some known points.

Medium and large scale industries in the sub-districts in to which catchment area fall were georefered using Global Positioning System (GPS) instruments. The georefered locations were plotted on the TG Halli Reservoir Catchment Area.

The georefered layer of industry was then laid on the top of catchment areas boundary and the data of zone was added to attrition table of georefered industry.

The select villages which fall in multiple zones were further divided up to individual survey numbers in order to find out exact survey numbers that fall into different zone.

OBSERVATIONS

Out of 735 villages of TGR Catchment Area, 525 villages fall in Zone1; seven Villages fall in Zone1 and Zone2; three villages fall in All the zones; 32 villages fall in Zone1, Zone3 and Zone4; 46 villages fall in Zone1 and Zone4; 24 villages fall in Zone2, one village fall in Zone2 and Zone4, eight villages fall in Zone4. The TGR catchment Area with village and survey number boundaries is given in Fig.1. Villages falling in different zones are shown in Venn diagram Fig. 2. 382 numbers of medium and large industries fall in TGR Catchment area as shown in Fig. 3. The categories 'Red, Green, Orange and Unknown' refers to the categorization of industries made by Karnataka State Pollution Control Board for the purpose of consent mechanism. In addition the TGR catmint area has two monuments of state importance and six illegal waste dump sites. The project team also identified six unauthorized waste dumps in the TGR Catchment area.

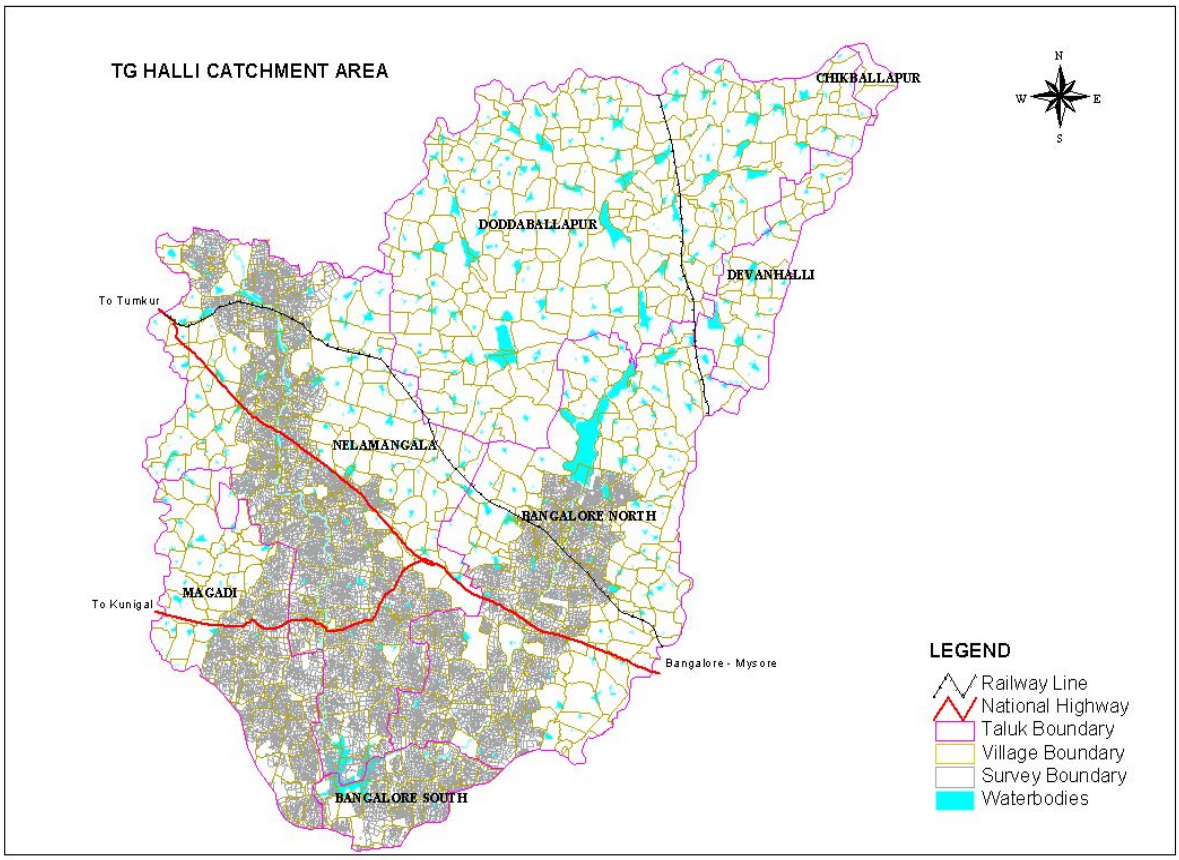

Figure 1:

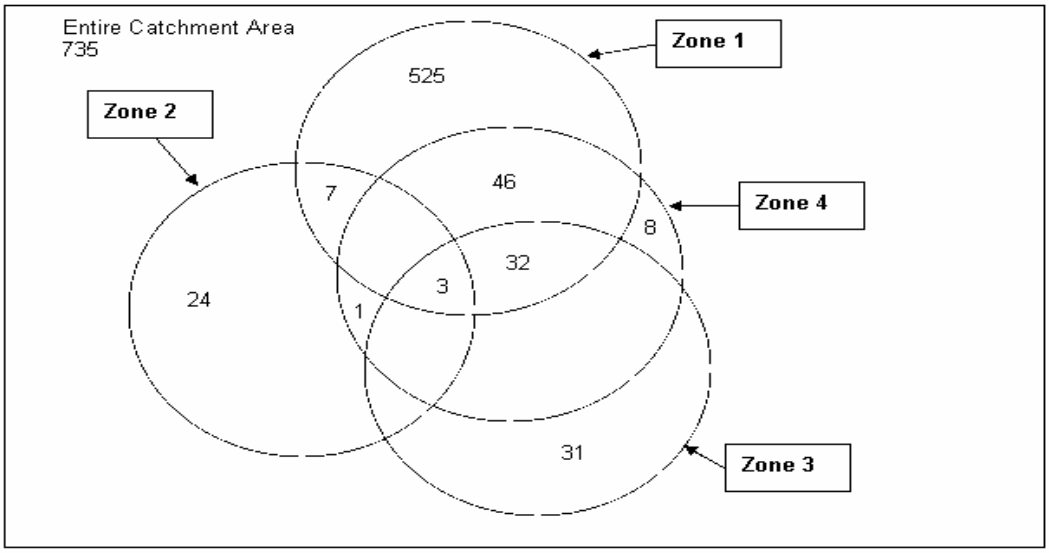

Figure 2: Venn Diagram Depicting Number of Village in Different Zones

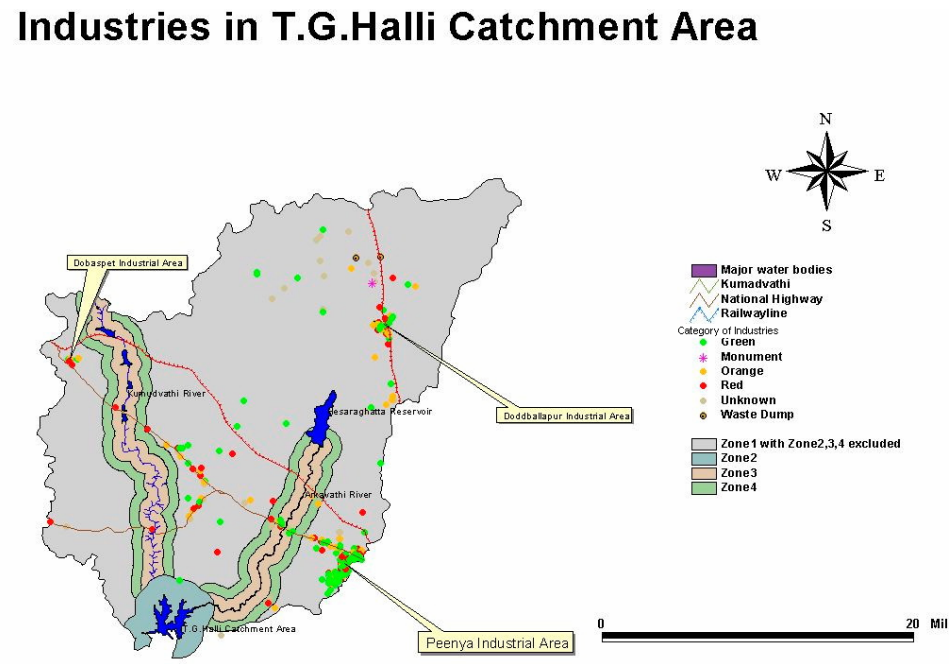

Figure 3:

CONCLUSION

The zonation of catchments has helped regulating authority to regulate activities in order to safeguard quality of water. But the importance of sanitation in the villages of TGR catcment area can not be neglected. The poor sanitation will definitely have its impact on quality of surface water bodies.

Biomedical waste generated in residential clusters of villages disposed unscientifically. The improper disposal of waste contaminated with body fluid (eg., sanitary napkin), animal waste (like faces of animals, animal waste form meat shops, poultry waste), other waste (eg., tube light bulbs) which could enter in to drinking water source.

Hazardous waste is also generated from vehicle garages, residences and agricultural activity in the form of lubricant oil, battery cells, paints, varnish, pesticide contaminated containers etc. It is recommended to provide proper solid waste disposal facility to villages to avoid entry of carcinogens and other dangerous chemicals entering into drinking water source. Disposal of waste during holidays and night need strict vigilance.