

BEFORE THE NATIONAL GREEN TRIBUNAL (SZ) CHENNAI

Application. No. 6 / 2023

Between

Sri. Paramesh V

Applicant

And

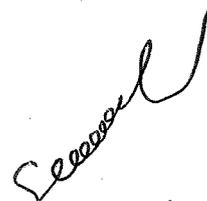
**The Deputy Commissioner
and others**

Respondents

OBJECTIONS FROM RESPONDENT NO 10

Chennai

Date 25-8-2023


Advocate for Respondent No 10

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The Deputy Commissioner
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Chennai

Date 25-8-2023

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Advocate for Respondent No 10

BEFORE THE NATIONAL GREEN TRIBUNAL (SZ) CHENNAI

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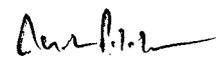
Respondents

**Objections filed by the Respondent No 10 to the Application filed
by the Applicant under Section 18 read with sections 14,15 Of
the National Green Tribunal Act 2010**

That the Respondent No 10 submits as follows; -

1. It is submitted that, the 10th Respondent had purchased the property from his Vendors for valuable sale consideration under the registered sale deed dated 6-12-2018. The said sale deed is carried two items in Sy No 42 which were converted prior to the sale deed from the Special Deputy Commissioner, vide its order dated 15/2/2018 in Conversion No ALN (EBK) SR 37/2017-18 having two portions for the extent of 23 Guntas and 1 acre 12 Guntas, thus the property was converted from agricultural to nonagricultural prior to the sale deed. That the 10th Respondent had entered into Joint Development agreement dated 8/2/2019 for the property in Sy No 44/1 measuring 19 Guntas and Sy No 44/2 measuring 19 Guntas in total 38 Guntas of property which was converted from agricultural to non-agricultural prior to the JDA in ALN/EB(K) SR 36/2011-12, dated 2/8/2011. All the objection certificates from deferent authorities, NOC from Government such as, Airport authority of India, BESCO, BWSSB, BSNL, Karnataka State Pollution Control Board, **State Level Environment Impact Assessment Authority**. On obtaining these records, the BBMP has issued the Building license on 22/12/2020 bearing LP No 15/2019-

For M/s. SURYA PROJECTS



20. After the Plan, the RERA has issued the certificate after due verification of the Respondents records and its scrutiny on 28/9/2021 bearing No PRM-KA-RERA-1251-446-PR-210928-004305, subsequently the building was started . Prior to construction, there were contracts on construction with various civil contactors, and lot of purchase orders have been issued and avail the project loan on terms. On terms was approved after the payment of the fees and submitting all records to the BBMP , commencement certificate has been issued at the plinth level of the building 7/4/2022. Bank loan was sanctioned on the project, flats are sold to various purchasers, there are several units constructed, supplementary agreements were executed between the land owner and the developer , Sharing agreement is also executed , now it's in the handover stage, at this stage the Applicant is blaming the 10th Respondent on various allegations which are far from the truth, the said allegation is made only to make money out of the said litigation and nothing else , the Applicant is not the public servant or social service person , having public interest on the project, he is having personal interest in the matter , therefore he has filed false case and also issued false notice in order to defame the builder and the owners of the land who are not parties before this Hon'ble Court as per the Joint Development agreement. The Applicant is damaging the name of the 10th Respondent in the public and damage its name in the society.

2. The Project is started in the year 2022 in Converted Land bearing Sy. Nos. 42, 44/1 & 44/2, Present BBMP Khatha No. 1280/Sy. Nos. 42, 44/1 & 44/2, Situated at Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bengaluru belonging to M/S Surya Projects, M. Shivappa, C.S. Ramesh, C.S. Srinivas, C.S. Manjunatha, C.S. Maregowda & C.S. Nataraju (Owners) M/S Surya Projects (Builders) , apartment building in 41,867.15 Square meters , Bounded on the East by Land in Sy No 43 , West by Land in Sy No 45 and Remaining portion of the Sy No 42 and road, North by Road and land bearing Sy No 33 and south by property in Sy 63.
3. That the property bearing Sy. No. 44/1 measuring 19 Guntas and Sy. No. 44/2 measuring 19 Guntas in all measuring 38 Guntas originally

belonged to Smt. Nanjamma. The said Smt. Nanajamma sold the land bearing Sy. No. 44/1 & 44/2 measuring 1 acre 13 Guntas in favour of M. Shivappa, vide Sale Deed, dated 22.10.1960. Though Smt. Nanjamma had sold 1 acre 13 Guntas in the land bearing Sy. Nos. 44/1 and 44/2 the actual extent available and owned by Smt. Nanjamma was only 38 Guntas. After purchase of the land bearing Sy. Nos. 44/1 & 44/2, the Khatha in respect to the land bearing Sy. Nos. 44/1 and 44/2 was mutated and transferred in the name of Sri M. Shivappa. RTC for the period 1979-80 to 2012-13 was in the name of Sri M. Shivappa who was the Khathedar of the land bearing Sy. Nos. 44/1 & 44/2. Lateron Sri M. Shivappa got converted the land bearing Sy. Nos. 44/1 and 44/2 measuring 38 Guntas for non-agricultural residential purpose, vide Conversion Order, dated 2.8.2011 bearing No. ALN (E.B) (K)SR 36/2011-12.

4. Thereafter Sri M. Shivappa and his family members entered into Joint Development Agreement, dated 8.2.2019 with M/S Surya Projects represented by its Managing Partner Palaka Suresh offering the land bearing Sy. Nos. 44/1 & 44/2 measuring 38 Guntas for development purpose. In the said JDA, Sri M. Shivappa and his family members were allotted 45% share in the said project and M/S Surya Projects was allotted 55% share in the said project. On the same day Sri M. Shivappa and his family members have executed General Power of Attorney, dated 8.2.2019 in favour of M/S Surya Projects authorizing it to do all necessary acts, things and deeds for constructing a residential apartment on the land bearing Sy. Nos. 44/1 & 44/2 measuring 38 Guntas including alienating their share.

5. The Land bearing Sy. No. 42 measuring 2 acres 19 Guntas originally belonged to Munivenkatappa who was the Khathedar of the land bearing Sy. No. 42 since 1979-1985. Later on Sri Munivenkatappa and his wife Smt. Akkamma expired intestate leaving behind their children viz., Eragarappa and Papamma to succeed to their estate. The family of Eragarappa consists of his wife Smt. Sarojamma @ Muniyamma and his children viz., Munivenkatappa, Venkatappa, Mariyappa, Mariyamma and Bimmanna. Smt. Sarojamma @ Muniyamma also expired leaving behind her children to succeed to

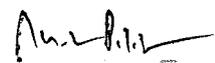
the land bearing Sy. No. 42. The family of Munivenkatappa consists of his wife Muniyamma and their children viz., Sri Srinivasa, Varalakshmi, Muniraju, Nagaraj, Sakamma, Shantha, Ramesh. Sri Munivenkatappa expired intestate leaving behind his wife Smt. Muniyamma and his children to succeed to the land bearing Sy. No. 42. Sri Srinivasa expired intestate leaving behind his wife Smt. Varalakshmi and his children Munesh and Latha to succeed to his share in the land bearing Sy. No, 42. Likewise, Sri Ramesh expired intestate leaving behind his wife Smt. Manjula and his son Surendra to succeed to his share in the land bearing Sy. No. 42. Likewise Sri Mariyappa and his wife Smt. Sarojamma expired intestate leaving behind their children viz., Munirathana and Bhagyamma to succeed to their share in the land bearing Sy. No. 42. Similarly Sri Bimmanna who was a bachelor expired intestate leaving behind his other siblings to succeed to his share in the land bearing Sy. No. 42. Accordingly, the Khatha was transferred in the name of Smt. Muniyamma who was the elder person of the family. The RTC for the period 1985 to 2017 shows that Smt. Muniyamma is the Khathedar of the land bearing Sy. No. 42. Later on Smt. Muniyamma along with the surviving legal heirs i.e, Muniraju, Nagaraju, Varalakshmi, Sakamma, Venkatamma, Mariyamma entered into Partition Deed, dated 1.12.2007. In the said Partition Deed, the land bearing Sy. No. 42 measuring 2 acres 19 Guntas was allotted to Muniyamma, Sri Muniraju and Nagaraju, vide Partition Deed, dated 1.12.2007. Later on Smt. Muniyamma and others got converted the land bearing Sy. No. 42 measuring 1 acre 35 Guntas out of 2 acres 19 Guntas for non-agricultural residential purpose, vide Conversion order, dated 15.2.2018 bearing No. ALN (EBK)SR/37/2017-18.

6. That, subsequently, Smt. Muniyamma and Muniraju executed a Release Deed relinquishing all their right, title and interest in the land bearing Sy. No. 42 measuring 2 acres 19 Guntas in favour of Nagaraju, vide Release Deed, dated 14.12.2017. Likewise Smt. Manjula w/o late Ramesh, Surendra S/o Late Ramesh, Smt. Shantha, Bagamma executed separate Release deed, dated 6.7.2018, 23.7.2018, 29.6.2018 & 15.11.2018 in favour of Sri Nagaraju relinquishing all

their rights, title and interest in the land bearing Sy. No. 42 measuring 2 acres 19 Guntas.

7. That, later on Sri Nagaraju along with his children Munesh and Latha and C.M. Papaiah S/o Papamma sold the land bearing Sy. No. 42 measuring 1 acre 35 Guntas in two different portions i.e, 23 Guntas and 1 acre 12 Guntas in favour of M/S Surya Projects, vide Sale Deed, dated 6.12.2018. Meanwhile, Smt. Barathi and her children viz, Rajeshwari Ramesh and Sivakumar who were the legal heirs of Munirathanamma executed a Deed of confirmation in favour of M/S Surya projects confirming that the Sale deed, dated 6.12.2018 Common documents.
8. The Endorsement issued by Asst Commissioner confirms that the land bearing Sy. Nos. 44/1, 44/2 & 42 are not subject to any proceeding under section 79 (A) & (B) & PTCL.
9. The Office Letter issued by BDA confirms that out of the land measuring 2 acres 22 Guntas including **3 Guntas of karab** land an extent of 24 Guntas in the land bearing Sy. No. 42 is being notified for Peripheral Ring Road-I. The remaining extent of 1 acre 38 Guntas has been identified for acquisition by BDA for formation of Sri D. Devaraju Urs Layout, vide Endorsement, dated 29.12.2017, however there is no preliminary Notification by BDA as on today.
10. That M/S Surya Projects is a partnership Firm duly represented by its partner's Sri Palaka Suresh, Sanakkayala Rekha Priya and H. Ramachandra, vide Partnership Deed, dated 14.12.2017. The said Firm is duly registered with Registrar of Firms.
11. That , later on M/S Surya Projects and M. Shivappa and his children entered into Amalgamation Deed, dated 6.6.2019. As per the said Amalgamation Deed the land bearing Sy. No. 44/1 & 44/2 measuring 38 Guntas and Sy. No. 42 measuring 1 acre 35 Guntas were amalgamated as one single property in all measuring 2 acres 33 Guntas. Meanwhile, the land bearing Sy. Nos. 44/1, 44/2 and 42 fell within the jurisdiction of BBMP and the Khatha was transferred in the

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joint names of M/S Surya Projects, M. Shivappa and others, vide Khatha Certificate, dated 11.7.2019. Upto date property tax in respect to the Schedule property is paid by M/S Surya Projects and others.

12. Subsequently, M/S Surya Projects and land owners have obtained permission / NOC from Government such as, Airport Services Centre BESCO, BWSSB, BSNL, Karnataka State Pollution Control Board, State Level Environment Impact Assessment Authority and Sanction Plan from BBMP, for constructing a residential apartment over the land bearing Sy. Nos. 44/1, 44/2 & 42 measuring 2 acres 33 Guntas consisting of 2 Basement, 1 Ground and 14 upper floors in all 221 residential units in 3 blocks (Black-A, Black-B and Black -C), vide Sanction Plan, dated 22.12.2020. The entire project was known as "SURYA HUMMING BIRD". The said project is duly registered with RERA, bearing No. PRM/KA/RERA/1251/446/PR/210928/004305. Later on M/S Surya Project and M. Shivappa and others entered into Sharing Agreement, dated 24.3.2021. In the said Sharing Agreement, the respective flats have allotted to the parties.

13. That the 10th Respondent has started construction after obtaining all required permissions from all the government authority. As of now the construction of the entire building is completed but interior work is going on. The 10th Respondent has invested huge sums of money by obtaining the bank loan and has sold number of flats to various purchasers and agreed to execute the sale deeds within time as given by RERA, even the purchasers are also obtained the bank loans on the flats purchased by them and SBI, HDFC, ICICI, Central Bank of India, Bajaj Housing finance and LIC Housing financing have approved the project and are provided the loan for the prospective purchasers.

14. The Applicant was watching the project, but not raised any queries as on the building completion, at the time of interior work, he jumped in to the false litigation in order to blackmail the Respondent's. As per the above title deeds or documents, no such water body is forthcoming and no such buffer Zone is forthcoming in the project. The BBMP has obtained required clearances from the respective

department before issuing the Plan sanction. As per the proceedings held on 26/11/2019 before chief engineer, it was held that, as per the said decision of the chief engineer, there is no such primary, secondary, tertiary drains in the said project, after their clarification, the plan was sanctioned. The copy of the same and translation is produced as **Annexure—R-1** and **Annexure—R-2**. After clearance from BBMP from storm water drain, the plan was sanctioned after 11 months later.

15. That on 2/7/2020 NOC issued by Karnataka State Pollution Control Board after due spot inspection on 25/7/2019 the copy of the same is produced **Annexure—R-3**, NOC issued by BESCOM to the project the copy of the same is produced **Annexure—D-4** On 3.3.2020 NOC issued by BWSSB the copy of the same is produced as **Annexure—R-5**. 14.6.2019 NOC issued by BSNL, the copy of the same is produced as **Annexure—D-6**. On 11.12.2019 NOC issued by State Level Environment Impact Assessment Authority -Karnataka after duly held public hearing on the project, copy of the same is produced **Annexure—D-7**. 24.7.2019 NOC issued by Airports Authority, the copy of the same is produced. **Annexure—R-8**. on 22/12/2020 after producing all the above records the Building License has issued by BBMP, copy of the same is produced as **Annexure—R-9** . Kannada Version of the building license is produced as **Annexure—R-10**. Sanction Plan issued by BBMP bearing L.P. No.15 2019-20 on 22/12/2020. The RERA Certificate issued by Real Estate Regulatory Authority of India bearing No.PRM KA RERA 1251 446 PR 210928 004305 dated 28.9.2021 the copy of the same is produced as **Annexure—R-11**. Mortgage Deed executed between M/S Surya Projects and Hero Finance corporation Limited. This document is registered in the office of the Sub-Registrar, Mahadevapura, as No.775 2021-22 and stored in C.D. No. 37 dated 26/4/2021. On 24/11/2021 an Indemnity Bond executed by M/S Surya Projects and others in favour of State Bank of India. The commencement certificate issued by BBMP Dated 7/4/2022. Enquiry was made in respect of any channel, Nala, Raj Kaluve etc., by chief engineer of BBMP. As per the decision of chief engineer in the proceedings in case file No LP/0015/2019-20 dated 17/12/2019, there is no buffer zone ,

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[Handwritten Signature]

Rajkaluve, Water body FOUND ON THE property and hence the plan , license were permitted to issue to the Respondent No 10 . The Respondent No 10 has availed project loan from **Hero FIN Corp** limited, the copy of the same is produced as **Annexure—R 12**. The Respondent No 10 had obtained NOC from Karnataka state Fire and Emergency Services on 13/12/2019, the copy of the same is produced as **Annexure-R 13**. The BBMP has issued commencement certificate after they received the applicable fees dated 7/4/2022, the same is produced as **Annexure—R 14** and its translation is produced as **Annexure—R 15**. The Respondent No 2 had issued public notice in the newspaper dated 8/8/2023, the copies of the same are produced as **Annexure—R 16**. The Respondent No 11 has enquired and verified the construction in Sy No 44/1,44/2, 42, and found that, the 10th Respondent is not developed the project in Rajkaluve. The well in Sy No 42 for the extent of 2 Guntas is vacant and Cannel for the extent of 1 in Sy No 44/1 for the extent of 1 Guntas is also vacant, either in the cannel nor in the well place, there is no development. There is a compound wall constructed by its owners, the copy of the report obtained under RTI by the 10th Respondent is produced as **Annexure—R 17** and translation is produced as **Annexure—R 18**. The Respondent No 2 has visited the project on 5/8/2023 and directed the 10th Respondent to produce the latest compliance records , on the said direction, the Respondent No 10 has produced the set of documents before the Respondent No 2 with its annexures along with its covering letter dated 9/8/2023, the copy of the letter dated 9/8/2023 is produced as **Annexure—R19**. After the report from Respondent No 11 and public notice from Respondent No 2, the advocate Mr Jagan Kumar has commented in the social media website by informing the public and the purchasers of the Respondent No 10 regarding this litigation and defame the 10th Respondent, due to the name of the 10th Respondent in the public is damaged by him. The Respondent No 10 will deal with these issues separately as against the advocate who has published this in the social media which is not permitted in advocates act , what is his personal interest in the subject , and the will be questioned in the appropriate litigation before the appropriate forum. The copy of the comment made by the advocate Mr Jagan Kumar on 9/8/2023 is produced as **Annexure—R 20**. The

Respondent has commenced the construction and it is at the stage of handing over the flats to the purchasers and at the stage of interior work, the photos of the project are produced as **Annexure—R 21**. This Respondent No 10 reserve its right to file addle objections if necessary, after the report produced from the other Respondnets /government authorities. The 10th Respondent project has approved the various bank institutions , the copies of the same are produced as **Annexure—R 22 series** .

Para wise Remarks

16. Para No 1 . It is true that the 10th Respondent is constructing Apartment building in the name of "**Surya Hunming Bird**" measuring total built up area of structure apartment of 41,867.15 Sqm. It is false that the Respondent No 10 has encroached or blocking Stream/Rajakaluve/ Waterbody and its Buffer Zone and the encroachment has consumed the "protected eco sensitive zone" , the Applicant is strict proof of the same . It is false that the Construction has violated the guidelines of Environmental Law and also Violated the Hon'ble High Court and Hon'ble National Green Tribunal orders, the Applicant is not specified as to what is the order Violated by this Respondent. The Applicant is blaming the Respondent No 10 without any document or evidence in which the Respondent has made mistake. It is false and fabricated that the said construction made by the Respondent No. 10 is illegal and the alleged threat to the environment. It is false that the Respondent No 1 to 9, 11 & 12 silence due to the collusion with vicious interest of all the Respondents and the law protecting institutions established for the purpose of execution of law has been miserably failed by the malicious collusion and it is illegal, the Applicant is strict proof of the same. It is false that the Channasandra Village map showing Stream/Waterbody and water wells, in BBMP area or Jurisdiction, CDP is the authenticated document in the CDP no such water body, Raj Kaluve are forth coming up. It is false that in the village map, it is showing the flow of waterbodies in survey no. 42 the proceedings before Chef engineer is the answer for the said allegation. As per RERA and its terms and procedures, norms, the construction is completed. It is false that the

water bodies are been completely hidden in the KARAB LAND (Waste Land) in the building plan approval, the Applicant is strict proof of the same. It is false that the 10th Respondent or the masterplan of the said project, encroached portion of the water body, its buffer zone, the Applicant is strict proof of the same. ‘

17. Para No 2. It is false that the Respondent No. 10 is constructing a multistoried apartment building in the name "**Surya Humming Bird**", by violating various guidelines prescribed and applicable statutes that attracts Construction activities, the Applicant strict proof of the same , infact the 10th Respondent has followed all the norms of the government and after all approvals and permissions, the project was started and ended. It is false that the properties handled by Respondent No. 10, bearing survey numbers 42, 44/1, 44/2 for the construction of the apartment on the waterbody and encroaching the buffer zone and sell it to the general public is amount to cheating as Respondent No. 10 have not abided by the law, the Applicant is strict proof of the same.

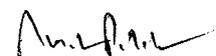
18. Para No 3. It is false that the storm water drain and water wells in the survey No.42 which is flowing north to south vertically on the eastern side of the project is completely hidden intentionally in the building plan, the said water bodies and its buffer zone has been encroached by Respondent No.10 , the Applicant is directed to prove the same . It is false that the M/S Surya Project have enjoyed construction assuming that, it can get away by the illegal power which shall not sustain before law unless it shows that they act to abide by the law of the land, the Applicant is directed to prove, which law or process is not obliged or ignored by the 10th Respondent. The Applicant blaming the 10th Respondent that it has violated the law but the Applicant is unable to say is it BBMP bylaws or KSPCB or SLEIAA etc. . The Applicant blindly accusing the Respondent No 10 that it has violated the law, which is false from the truth, the Applicant is directed to prove the same. It is false that the survey sketch of Survey No.42 showing the flow of storm water drain which is fabricated one, in CDP no such storm water drain is shown.

19. Para No 4 , the Respondent No.2 to 5 have verified the records such as CDP, survey sketch before issuing the plan approvals, all relevant records were submitted to the Respondents No 2 to 5 before they issuing the required approvals and permissions . It is false that the Respondent No. 2 to 5 have joined together by making the plan approval by misuse of their power, the Applicant is strict proof of the same.

20. Para No 5 . It is false that there is any alleged encroachment and blocking of Waterbody. It is false that the apartment building is been constructing on the water bodies/ storm water drain and its protected buffer area is completely encroached and permanent structures like parking STP and other permanent lot, drive way, Compound wall concrete structures is being under construction by Respondent 10, the Applicant is strict proof of the same, it is defamatory statement against the builder and that too after its completion . The legal notice issued by the Applicant is suitably replied by this Respondent and other Respondents and informed the Applicant that no such violation are exists in the project as alleged by the Applicant. The Respondents No 1 to 9 have not taken any steps against the 10th Respondent because there is no violation from the Respondent No 10. The Respondent No.10 has not constructed the building in on the water body as alleged, therefore no steps have taken by the Respondents No 1 to 9 against the 10th Respondent. There is no encroachment or construction on the water body as alleged or there is no damage-environment by the Respondent No 10, hence the question of removing the construction does not arise. It is false that the construction built on the water body and its Buffer Zone.

21. Para No 6. The Respondent No.10 came to know that the Respondent No 8 responded to the applicant letter dated 21-11-2022 bearing No. KSPCB/RO Mahadevapura/Channasandra/2022-23/1142 directed ADLR /Respondent No.11 to act on it as per law and to conduct survey in Sy. No 42,44/1,44/2 regarding the waterbody and its boundaries and submits the report to the Regional office –KSPCB, but Respondent No.11 has conducted on the directions and has found the alleged issues raised by the Applicant have unfounded.

For M/s. SURYA PROJECTS



Managing Partner

22. Para No 7. The Respondent No 10 came to know that the Respondent No.7 Responded to the applicant letter Dated 26-12-2022 and directed the Regional Officer/Respondent No.12 to act on it as per law and to conduct survey in Sy.No 42,44/1,44/2 regarding the waterbody and its boundaries and submit the report to the Board office –KSPCB, it is false that the Respondent No.12 has failed to act on the directions issued by 7th Respondent. Since there are no such issues found on the construction , hence the Respondent No 7 or Respondent No 12 have not taken any action against the Respondent No 10 .

23. Para No 8. It is true that the Respondent No 10 had replied to the Applicant Notice dated 24/11/2022 . The Surya Humming Bird has delisted by KSPCB as per current status because no such violations are found on the construction of project. The allegations against the Respondent no 10 are false and fabricated only in order to harass the Respondent No10 . In spite of the answer provided to the Applicant , this case came to be filed on the same grounds and allegations without any relevant document's to substantiate that such water body was encroached by the 10th Respondent.

24. Para No 9. It is false that, the Applicant had conducted spot review the ongoing construction on the water bodies, and photographed the same, the Applicant is strict proof of the same . There are no such encroachment found , no such buffer zone is existing on the project in either side of it .

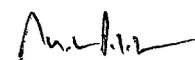
25. Para No 10. It is false that , the plan has been received by M/S Surya Project/ Respondent No. 10 which is the only authorized plan which were expected to make the construction according to the approved plan is still questionable by this Applicant, there is an authority to question this Respondent if there is any mistakes found , the Applicant is not the authority to question the plan approved by the BBMP. Any aggrieved party can be sue the same in the proceedings known to law but not in this proceedings. It is false that the vicious circle of the involvement of various officials with malicious intension, the Applicant is strict proof of the same. It is false that the

Respondents approved the illegal building plan and the authorities have violated the several guidelines, what is the guidelines and which part of it this Respondent has violated is not forth coming in the case , it is the Applicant allegations, without proof . It is false that M/S Surya Projects, BBPM and other authorities have joined together by making the illegal plan by breaking the law even though the departmental objectives are crashed and crushed with the malicious intension, the Applicant is directed to prove the same . It is false that this Respondent has colluded with BBMP authorities and other officials, the Applicant is directed to prove the same. It is false that M/S Surya Projects, have encroached on the WATER BODY and dared to construct the building on the water body, as per CDP or Chief Engineer order there is no such water body found in the place in which the construction concluded by this Respondent .

26.Para No 11. It is false that the Respondent No.10 is encroached the survey number 42 and the waterbody and violating guidelines laid down , the Applicant is directed to prove the same. It is false that the STP, drive way, Parking lot, compound wall and other permanent concrete structures on the buffer zone , the applicant is strict proof of the same. If the project is put on hold, the investment, bank loans, purchasers interest will be at risk , its false case without proof filed by the Applicant at the end of the project in order to make money out of the litigation.

27.Para No 12. It is false that the Survey Number 42 there is waterbody/storm water drain/tertiary in the village map towards the eastern side of the project and this map is an authenticated document, the Applicant is strict proof of the same. Infact in CDP no such waterbody/storm water drain/tertiary is forth coming . It is false that the construction of this Respondent on the waterbody along with its buffer Zone and not shown in the approved plan is created story by the Applicant and he needs to prove the same. It is false that there is any violation of various Acts including the Environment (Protection) Act, 1986 and other various notifications, in this, the Applicant is not specific on these allegations .

For M/s. SURYA PROJECTS



Managing Partner

28. Para No 13. It is false that the Respondent No.10's ongoing apartment building on the waterbody and encroached the buffer zone for his financial benefit and hampered the environment for which they shall be liable to rebuild the waterbody as it was earlier to then illegal construction at the said space, the Applicant is strict proof of the same. There is no such waterbody at the place, therefore the question of preserving the same at the cost of Respondent No 10 is never exists . It is false that there is any encroachment from the Respondent No 10 therefore the question of crime does not arise.

29. Para No 14. It is false that , the NOCs obtained by Respondent No 10 are remain illegal , it is false that the Respondent No.10 have obtained them by submitting concealed supportive, the Applicant is strict proof of the same . It is false that the Respondent No 10 have no respect over the law of the land, it is false that the Respondent No. 10 have been rushed to make financial gains by constructing building over water bodies, throwing all statutory guidelines over air, and also the Respondent No. 10 have indulged in Unfair Trade Practices along with all other illegalities, this is defamatory statement made against the builder for which the Applicant be punished under law from the hands of this Hon'ble Court. The Applicant has filed the interlocutory application against the Respondent No 10 which needs to be rejected as it will not survive for consideration on the basis of the report submitted by the Respondent No 11. The Applicant has not made the other owners of the property as per the documents executed between the parties and there exists encumbrance on all the documents which are the public documents available to the public before the concern sub registrar. The Applicant has targeted the builder in order to make money out of this false litigation. Whereas the Respondent No 10 has not violated any terms and there is no litigation from any authority against the project except this false case filed by the Applicant on his personal interest and nothing else. It a huge investment made on the project by availing the loans from the bank and also the purchasers have availed the loans and have purchased the flats from the Respondent No 10 and other owners ae per the Joint Development agreement dated 8/2/2019, great prejudice will be caused to the Respondent No 10 is this case is entertained. Prior to the bank loan or

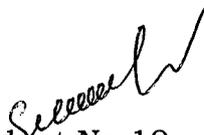
start of the construction, there was the project opinion obtained for approval of the loan, on the basis of the title of the property. The documents are scrutinized by the advocate's and then the bank has approved the loan on the project. The alleged water drain, Nala, Well, buffer zone are not coming in the CDP, therefore it's all assumption's from the Applicant and nothing else. According to the Respondent No 10, it has not violated any of the conditions and has not caused any adverse impact on the ecology and environment of the area. That there is no construction carried out in the buffer zone, it was recorded in the records of the Respondents government authorities. The Applicant will have to approach the Hon'ble High Court through a Writ Petition or file an Original Suit before an appropriate Civil Judge where the project violates any conditions imposed against the builder if builder violates it from the authority but the Applicant had chosen this case and keep saying that this Respondent Violated many laws, but he has not stated what is the law that this Respondent violated and the same is not forthcoming in this Application.

Wherefore the 10th Respondent prays that this Hon'ble Court may be pleased to reject the application filed by the Applicant by imposing heavy costs and grant the expenses caused to this Respondent due to the false case filed by Applicant in the interest of justice.

Chennai

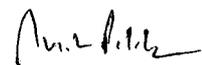
Date 25-8-2023

Advocate for Respondent No 10



Respondent No 10

For M/s. SURYA PROJECTS



Managing Partner

Verification

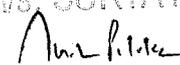
I, the managing partner in Respondent No 10 declare that this is my name and contents of the above are true to the best of my knowledge information as per the records

Chennai

Date 25-8-2023

Respondent No 10

For M/s. SURYA PROJECTS



Managing Partner



ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ANNEXURE - 2

ಟಿಪ್ಪಣಿ ಹಾಳೆ

ವಿಷಯ..... ಸರ್ಕಾರಿ ಸಂಸ್ಥೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಪುಟದ ಸಂಖ್ಯೆ - 03
ಕಡತದ ಸಂಖ್ಯೆ - 69/0015/19-20

ಪಂಕ್ತಿಯ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿಗಳು ಮತ್ತು ಅಡ್ಡೆಗಳು
11)	<p>ಅರ್ಜಿದಾರರು ಸ್ವತ್ತಿನ ಖಾತೆ ಸಂಖ್ಯೆ 1280, ಸರ್ವೆ ನಂ. 42/44/1/44/2, ಮುನಿಸಿಪಲ್ ನಂ. 260, ಚನ್ನಸಂದ್ರ, ವಾರ್ಡ್ ನಂ. 83, ಕಾಡುಗೋಡಿ, ಮಹದೇವಪುರ ವಲಯ, ಬೆಂಗಳೂರು, ಇಲ್ಲಿ ವಸತಿ ಸಮುಚ್ಚಯ ಕಟ್ಟಡ ನಿರ್ಮಿಸಲು ನಕ್ಷೆ ಮಂಜೂರಾತಿಗಾಗಿ ಪೂರಕ ಕಂದಾಯ ದಾಖಲಾತಿಗಳು ಹಾಗೂ ಸರ್ವೆ ನಕ್ಷೆಗಳೊಂದಿಗೆ ಮನವಿ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.</p> <p>ಅರ್ಜಿದಾರರು ನಕ್ಷೆ ಮಂಜೂರಾತಿ ಕೋರಿ ಸಲ್ಲಿಸಿರುವ ಕಂದಾಯ ದಾಖಲಾತಿಗಳನ್ವಯ ಸದರಿ ಸರ್ವೆ ನಂ. 42 ರ ಸ್ವತ್ತಿನ ಉತ್ತರದಿಂದ - ಪೂರ್ವಾಭಿಮುಖವಾಗಿ ನಾಲಾ ಹಾದು ಹೋಗಿರುವುದು ಕಂಡು ಬಂದಿದ್ದು, ಸದರಿ ನಾಲೆಯು ಯಾವ ವರ್ಗಕ್ಕೆ ಸೇರಿದ್ದು ಅಂದರೆ, ಪ್ರೈಮರಿ ಅಥವಾ ಸೆಕೆಂಡರಿ ಅಥವಾ ಟೆರಪರಿ ಕಾಲುವೆ ಎಂಬ ಬಗ್ಗೆ ಹಾಗೂ ಸದರಿ ಕಾಲುವೆಯಿಂದ ನಕ್ಷೆ ಮಂಜೂರಾತಿಗಾಗಿ ಬರ್ಫರ್ ಎಷ್ಟು ಬಿಡಬೇಕೆಂಬುದರ ಬಗ್ಗೆ ಮತ್ತು ಕಾಲುವೆಯ ಮೂಲ ಪಥದ ಬಗ್ಗೆ (Alignment) ಮಾಹಿತಿಯನ್ನು ಜರೂರಾಗಿ ಒದಗಿಸಬೇಕೆಂದು ಕೋರಿ ಕಡತವನ್ನು ಸಲ್ಲಿಸಿದೆ.</p>
12)	<p>ಮುಖ್ಯ ಅಭಿಯಂತರರು (ಬೃಹತ್ ನೀರುಗಾಲುವೆ) 25/11/19</p> <p>ಜಂಟಿ ನಿರ್ದೇಶಕರು (ಕಟ್ಟಡ ಪರವಾನಗಿ ಕೋಶ- ಉತ್ತರ) 26/11/19</p> <p>26/11/19</p>
13)	<p>ಮುಖ್ಯ ಅಭಿಯಂತರರು (ಬೃಹತ್ ನೀರುಗಾಲುವೆ) 26/11/19</p> <p>26/11/19</p>
14)	<p>ಪ್ರಶ್ನೆಗಳನ್ನು ಪರಿಶೀಲಿಸಲಾಯಿತು. ಖಾತಾ ನಂ.1280, ಸರ್ವೆ ನಂ.42/44/1/44/2, ಮುನಿಸಿಪಲ್ ನಂ.260, ಚನ್ನಸಂದ್ರ, ವಾರ್ಡ್ ನಂ.83, ಕಾಡುಗೋಡಿ, ಮಹದೇವಪುರ ವಲಯ, ಬೆಂಗಳೂರು ರವರು ವಸತಿ ಸಮುಚ್ಚಯ ಕಟ್ಟಡ ನಿರ್ಮಾಣಕ್ಕೆ ನಕ್ಷೆ ಮಂಜೂರಾತಿಗಾಗಿ ಸಲ್ಲಿಸಿದ್ದು, ಸರ್ವೆ ನಂ.42 ರ ಸ್ವತ್ತಿನ ಉತ್ತರದಿಂದ ಪೂರ್ವಾಭಿಮುಖವಾಗಿ ನಾಲಾ ಹಾದುಹೋಗಿದ್ದು, ಸದರಿ ನಾಲೆಯು ಯಾವ ವರ್ಗಕ್ಕೆ ಸೇರಿದೆ ಎಂಬುದಕ್ಕೆ ಅಭಿಪ್ರಾಯವನ್ನು ಕೋರಲಾಗಿರುತ್ತದೆ.</p> <ul style="list-style-type: none"> ಪ್ರಶ್ನೆಗಳನ್ನು ಚನ್ನಸಂದ್ರ ಗ್ರಾಮ, ಬಿದರಹಳ್ಳಿ ಹೋಬಳಿ, ಬೆಂಗಳೂರು ಪೂರ್ವ ತಾಲ್ಲೂಕು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ರಂತೆ ಗ್ರಾಮ ನಕ್ಷೆಯನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ ಸರ್ವೆ ನಂ.42 ರಲ್ಲಿ ಒಂದು ಕೃಷಿಗಾಲುವೆಯು ಸರ್ವೆ ನಂ.37 ರಲ್ಲಿ ಉದ್ಭವಿಸಿ ಸರ್ವೆ ನಂ.38, 39, 41 ಮತ್ತು 42 ರಲ್ಲಿ ಹಾದುಹೋಗಿ 42 ರಲ್ಲಿಯೇ ಕೊನೆಗೊಳ್ಳುತ್ತಿರುವುದು ಕಂಡುಬಂದಿದ್ದು, ಸದರಿ ನಾಲೆಯು ಯಾವುದೇ ಬೃಹತ್ ನೀರುಗಾಲುವೆಯಾಗದೇ ಕೃಷಿ ಆಧಾರಿತ ನೀರಿನಗಾಲುವೆಯಾಗಿರುತ್ತದೆ. ಸದರಿ ಸರ್ವೆ ನಂ.42 ರಲ್ಲಿ 2 ಗುಂಟೆ ಮಾತ್ರ ಕಾಲುವೆ ಖರಾಬು ಕಂಡುಬಂದಿದ್ದು, ಸದರಿ ಕಾಲುವೆಯು ಕಿರಿದಾದ ಕೃಷಿಗಾಲುವೆಯಾಗಿರುತ್ತದೆ. ಸದರಿ ಪ್ರಶ್ನೆಗಳಿಗೆ ಹೊಂದಿಕೊಂಡಿರುವ ಸರ್ವೆ ನಂ.44ನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ, ಸದರಿ ಸರ್ವೆ ನಂ.44ರಲ್ಲಿ ಒಂದು ಕಿರಿದಾದ ಕೃಷಿಗಾಲುವೆಯು ಉದ್ಭವಿಸಿ

ಪು.ತಿ.ನೋ

ಪಂಕ್ತಿಯ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿಗಳು ಮತ್ತು ಅರ್ಜಿಗಳು
15/	<p>ಮತ್ತೊಂದು ಹಳ್ಳಕ್ಕೆ ಸೇರುವುದನ್ನು ಗುರುತಿಸಲಾಗಿದ್ದು, ಸದರಿ ಕಿರುಕಾಲುವೆಯು ಸರ್ವೆ ನಂ.44ಅನ್ನು ದಾಟಿ ಸರ್ವೆ ನಂ.33 ರಲ್ಲಿ ಹದ್ದುಗಿಡಿದ ಹಳ್ಳಕ್ಕೆ ಸೇರುತ್ತಿರುವುದನ್ನು ಗುರುತಿಸಲಾಗಿರುತ್ತದೆ. ಆದರೆ, ಸರ್ವೆ ನಂ.44 ರಲ್ಲಿ 01 ಗುಂಟೆ ಖರಾಬು ಇರುವ ಪ್ರಯುಕ್ತ ಸದರಿ ಕಾಲುವೆಯು ಕಿರಿದಾದ ಕೃಷಿಗಾಲುವೆಯಾಗಿರುತ್ತದೆ.</p> <ul style="list-style-type: none"> • ಸದರಿ ಪ್ರಶ್ನಿತ ಸ್ಥಳವನ್ನು ಆರ್.ಎಂ.ಪಿ-2015ರ ನಕ್ಷೆಯೊಂದಿಗೆ ಪರಿಶೀಲಿಸಲಾಗಿ, ಸದರಿ ಸ್ಥಳದಲ್ಲಿ ಯಾವುದೇ ನೀರುಗಾಲುವೆಯನ್ನು ತೋರಿಸಿರುವುದಿಲ್ಲ. <p>ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಸದರಿ ಸರ್ವೆ ನಂ.42/44/1/44/2 ರಲ್ಲಿ ಇರುವ ಕಾಲುವೆಯು Lead of Drain ಎಂದು ಪರಿಗಣಿಸಿ ವಸತಿ ಸಮುಚ್ಚಯ ನಿರ್ಮಾಣದ ಹಂತದಲ್ಲಿ ಸದರಿ ಕಾಲುವೆಗಳನ್ನು Lead of Drain ಎಂದು ಉಳಿಸಿಕೊಳ್ಳುವುದು ಸೂಕ್ತವೆಂದು ಅಭಿಪ್ರಾಯಿಸಿ ಮತ್ತು ಸದರಿ ಸರ್ವೆ ನಂಬರ್‌ನಲ್ಲಿ ಇರುವ ಕಿರು ಕೃಷಿಗಾಲುವೆಯು Primary/Secondary/Tertiary Drain ಆಗಿರುವುದಿಲ್ಲವೆಂದು ಅಭಿಪ್ರಾಯಿಸಿ ನಕ್ಷೆ ಮಂಜೂರಾತಿಗೆ ನಿಯಮಾನುಸಾರ ಕ್ರಮಕೈಗೊಳ್ಳಬಹುದೆಂದು ಅಭಿಪ್ರಾಯಿಸಿದೆ.</p>
16)	<p>ಮುಖ್ಯ ಅಭಿಯಂತರರು ಬೃಹತ್ ಮಳೆ ನೀರುಗಾಲುವೆ ಉಪನಿರೀಕ್ಷಕರು</p>
17)	<p>ಜಂಟಿ ನಿರ್ದೇಶಕರು (ಕಟ್ಟಡ ಪರವಾನಗಿ ಕೋಶ - ಉತ್ತರ)</p>
18)	<p>Give Memo to ADTP & AR Why the file has kept pending till these days & why the file has not come to our mind. by asking reply with m Zuhair Hester 06/02/20</p>

Reason 05/02/2020

18) Manager

Line No.

NOTES AND ORDERS

ANNEXURE - R2

- 11) Applicants filed requisition alongwith supporting revenue records and Survey sketch for Plan Sanction to construct Apartment Building in Property Khatha Number; 1280, Survey No. 42, 44/1, 44/2, Channasandra Village, Ward Number:83, Kadugodi, Mahadevapura Zone, Bengaluru.
- 12) According to the Revenue Records filed by the applicants requesting Plan Sanction, found that Nala is running over from North of the Property of the above said survey No.42-East-Facing, the File is filed requesting to provide the information regarding that for which Category the said Nala is belonged, i.e., regarding whether it is Primary or secondary or Territory Canal and regarding how much Buffer has to be left for plan Sanction from the said Canal and information (Alignment) regarding original track of Canal.

SD/- 26/11/19

Joint Director (Building Licence Cell-North)

- 13) Chief Engineer (Storm Water Drain)

SUBMITTED,

Verified the spot. Applied for Plan Sanction for construction of Apartment Building in Khatha Number; 1280, Survey No. 42, 44/1, 44/2, Channasandra Village, Ward Number:83, Kadugodi, Mahadevapura Zone, Bengaluru, Nala is running over from north of the Property of Survey no.42 in east facing, the Opinion has been requested regarding that for which Category the Nala is belonged.

15)

- The Property in question is verified with Village map as per Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urbna District, found that One Agriculture Canal has arisen in Survey No.42 and running over in Survey No.38, 39, 41 and 42 and is ending in 42 itself, the said Nala has become Agriculture Based Water Canal without forming any Storm Water Drain. Found only Two Guntas of Canal Kharab in the said Survey No.42, the said Canal is Tiny Agriculture Canal.
- Verified Survey No.44 attached to the said property in question, identified one Tiny Agriculture Canal has arisen in the said Survey No.44 and joined into another Stream (Halla), identified the said Tiny Canal crossed Survey no.44 and is joining into into Haddugidada Halla in Survey No.33. but for the reason that there is 01 Gunta of Kharab in Survey no.44, therefore, the said Canal is Tiny Agriculture Canal.
- Verified the said property in question with Plan of R.M.P-2015, do not show any water canal in the said property.

16) In this background, opined that it is suitable to consider the Canal in the said Survey No.42/44/1/44/2 is Lead of Drain and to retain the said Canals as Lead of drain in the stage of construction of Apartment ~~and~~

**Consent For Establishment (CFE)s**

Consent No. CTE-318775 Valid upto: 01/07/2024

Karnataka State Pollution Control Board
Parisara Bhavana, No. 49, Church Street, Bengaluru-560001
Tele : 080-25589112/3, 25581383
Fax: 080-25586321
email id: hq@kspcb.gov.in

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Industry Colour: RED Industry Scale: LARGE

(This document contains 5 pages including annexure & excluding additional conditions)

Consent Order No. CTE-318775 PCB ID: 82221 Date: 02/07/2020

To,
The Applicant
Surya Projects (residential Apartment)
Surya Projects (residential apartment) Sree Surya Residency, No. 269, AECS layout**ANNEXURE - R₃**

Sir,

Sub: Consent to Establish under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981-reg.,

Ref: 1. CFE application submitted by the industry/organization on 03/02/2020 at Regional Office

2. Inspection of the project site by Regional Officer Bangalore Mahadevapura on 29/02/2020

3. Proceedings of the CCM dated 10/06/2020 held on 21/05/2020

~~Consent Order No. CTE-318775 PCB ID: 82221 Date: 02/07/2020~~With reference to the above, Karnataka State Pollution Control Board hereby accords **Consent for Establishment** for new Activity under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 at the location indicated below subject to the following terms & conditions.**Location:**Name of the Applicant: Surya Projects (residential Apartment)
Address: Sy. No. 42, 44/1 & 44/2, Channasandra Village, Bidarahalli H, Bengaluru East Taluk, Bengaluru Urban District, Karnataka St
Industrial Area: Not in I.A. Channasandra Village.
Taluk: Not in BBMP Area. District: Bangalore Urban**Conditions:**

1. This consent for establishment is valid up to 01/07/2024 from the date of issue.
2. The applicant shall not undertake expansion/diversification without the prior consent of the Board.
3. The applicant shall obtain necessary license/clearance from other relevant statutory agencies as required under the law.
4. This consent is granted considering the following activities:

Sr	Product Name	Applied Qty/Month	Unit
1	residential apartment of 225flats with built-up area of 41867.15sqm	225.0000	NOS

I. WATER CONSUMPTION:

1. The source of water shall be from BWSSB and total water consumption shall be as below.

Particulars	Water consumption(KLD)
Domestic Purpose	152.0

**Consent For Establishment (CFEs)**

Consent No. CTE-318775 Valid upto: 01/07/2024

Karnataka State Pollution Control Board
Parisara Bhavana, No. 49, Church Street, Bengaluru-560001
Tele : 080-25589112/3, 25581383
Fax:080-25586321
email id: ho@kspcb.gov.in

Industry Colour: RED Industry Scale: LARGE

(This document contains 5 pages including annexure & excluding additional conditions)

II. WATER POLLUTION CONTROL:

1. The discharge from the premises of the applicant shall pass through the terminal manhole/manholes where from the Board shall be free to collect samples in accordance with the provisions of the Act or Rules made there under.
2. The applicant shall treat the domestic wastewater from the factory in septic tank with soak pit. No overflow from the soak pit is allowed. The septic tank and soak pit shall be designed as per IS 2470 Part - I and Part- II
3. The applicant shall treat the domestic wastewater in the Sewage Treatment Plant (STP) as per the proposal submitted. It shall meet the standards specified in Annexure-I & shall be used on land for gardening/greenbelt within the factory premises.
4. The quantity of domestic waste water and trade effluent generated from the proposed industry shall not exceed the permitted quantity as indicated below

Discharge of effluents under the Water Act:

Sl. No.	Description	Permitted Quantity of discharge in KLD	Mode/Place of disposal
1	Domestic Purpose	137.000	sewage generated from the apartment shall be treated in STP of capacity 140KLD and treated water shall be used for flushing/gardening/washing (car-floor) within the premises

5. The applicant shall treat the trade effluent in proposed ETP which consists of the following:

STP & ETP details

SINo	ETP/STP NO	ETP Code	Category Name	Capacity (Meter Cubic)	Units	Remarks
1	STP1	BS-	Bar Screen	3.00	1	
2	STP1	COL	P-Collection Tank	78.00	1	
3	STP1	DEC	P-Decanter	52.00	1	
4	STP1	EQU	P-Equalization Tank	78.00	1	
5	STP1	AER	S-AERATION TANK	140.00	1	
6	STP1	SHT	S-SLUDGE HOLDING TANK	13.00	1	
7	STP1	CFL	T-CARBON FILTER	1.48	1	
8	STP1	SFL	T-SAND FILTER	1.48	1	

6. The applicant shall ensure that the ETP will treat the effluent to the stipulated standards as indicated in Annexure-I
7. The applicant shall not discharge any effluent outside the industry premises.
8. The applicant shall provide separate flow meter for inflow & outflow of effluents through ETP and separate energy meter and shall maintain a logbook for hourly record of meter reading for the verification of inspecting officers
9. The applicant shall discharge the effluents only to the place mentioned in the Consent order.

III. AIR POLLUTION CONTROL:

1. The Source of emission, Stack height & Air Pollution Control (APC) measures shall be as specified in ANNEXURE-II.
2. The applicant shall provide port holes for sampling of emission, access platforms for carrying out stack sampling, electrical points and all other necessary arrangements including ladder as indicated in Annexure-II.
3. The applicant shall upgrade/modify/replace the control equipment with prior permission of the Board.

**Consent For Establishment (CFEs)**

Consent No. CTE-318775 Valid upto: 01/07/2024

Karnataka State Pollution Control Board
Parisara Bhavana, No.49, Church Street, Bengaluru-560001
Tele : 080-25589112/3, 25581383
Fax: 080-25586321
email id: ho@kspcb.gov.in

22

Industry Colour: RED Industry Scale: LARGE

(This document contains 5 pages including annexure & excluding additional conditions)

IV. NOISE POLLUTION CONTROL:

1. The applicant shall ensure that the ambient noise levels within its premises shall not exceed the limits i.e. 75 dB(A) Leq during day time and 70 dB(A) Leq during night time as specified in the Environment (Protection) Rules.

V. SOLID WASTE (OTHER THAN HAZARDOUS WASTE) DISPOSAL:

1. The applicant shall collect, treat and dispose off all solid waste generated from the process other than wastes covered under the Hazardous and other Wastes (Management & Transboundary Movement) Rules 2016, in such manner so as not to cause environmental pollution.
2. The details of solid waste generated from the proposed plant and mode of disposal shall be as below.

Sr	Solid Waste Name/Type	Qty-Unit	Mode of Disposal
1	Organic waste	94000 - M.T	OTH
2	In Organic waste	62600 - M.T	OTH
3	STP Sludge	10000 - M.T	OTH

VI. HAZARDOUS AND OTHER WASTES (MANAGEMENT & TRANSBOUNDARY MOVEMENT) RULES 2016:

1. The applicant shall apply and obtain authorization under Hazardous and Other Wastes (Management & Transboundary Movement) Rules 2016, and comply with the provisions of the said Rules.

VII. GENERAL:

1. The applicant shall transport and store the raw materials in a manner so as not to cause any damage to environment, life and property. The applicant shall be solely responsible for any damages to environment.
2. The applicant shall not commission the proposed plant for trial or regular production unless necessary Water & air pollution control equipments are installed as specified in the Consent Order.
3. The applicant shall ensure that the treatment plant and control equipments are completed and commissioned simultaneously along with construction of the factory and erection of machineries.
4. The applicant shall not change or alter (a) raw materials or manufacturing process, (b) change the products or product mix (c) the quality, quantity or rate of discharge/emissions and (d) install/replace/alter the water or air pollution control equipments without the prior approval of the Board.
5. The applicant shall immediately report to the Board of any accident or unforeseen act or event resulting in release of discharge of effluents or emissions or solid wastes etc. in excess of the standards stipulated. And the industry shall immediately take appropriate corrective and preventive actions under intimation to the Board.
6. The Board reserves the right to review, impose additional condition or conditions, revoke, change or alter the terms and conditions.
7. This CFE does not give any right to the Party/Project Authority/Industry to forego any other legal requirement, that is necessary for setting/operation of the plant.
8. The applicant shall furnish pointwise compliance to the conditions given under this consent for establishment along with the application for Consent to operate.
9. The applicant is liable to reinstate or restore, damaged or destroyed elements of environment at his cost, failing which, the applicant/occupier as the case may be shall be liable to pay the entire cost of remediation or restoration in advance an amount equal to the cost estimated by Competent Agency or Committee.
10. The applicant shall comply with all the Conditions and guidelines issued from time to time.
11. The applicant must create structure/facility for rain water harvesting and ground water recharge.
12. The applicant shall develop extensive green belt within the periphery of the plant.
13. This consent is issued without prejudice to Court Cases pending in any Hon'ble Court.

Please note that this is only consent for establishment issued to you to proceed with the formalities for establishment of the industry and does not give any right to proceed with trial/regular production. For this purpose, separate consents of the Board for discharge of liquid effluent and the emissions to the air shall have to be obtained by remitting prescribed consent fee. The application for consent has to be made 45 days in advance of commissioning for trial production of the plant.

The receipt of this letter may please be acknowledged.



Consent For Establishment (CFEs)

Consent No. CTE-318775 Valid upto: 01/07/2024

Karnataka State Pollution Control Board
Parisara Bhavana, No. 49, Church Street, Bengaluru-560001
Tele : 080-25589112/3, 25581383
Fax: 080-25586321
email id: ho@kspcb.gov.in

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Industry Colour: RED Industry Scale: LARGE

(This document contains 5 pages including annexure & excluding additional conditions)

Consent Fee paid : Rs. 75000

Note:

The Conditions Nil mentioned in the schedule are not applicable.

Additional Conditions:

II(2), (6), III(2), IV(1), V(1), VI(1) & VII(4) these conditions are not applicable.

The project authorities shall strictly comply with the conditions stipulated in Annexure I contains 08 pages.

The CFE is issued as per the recommendations of the Consent Committee Meeting held on 21.05.2020 & duly approved by Member Secretary & Hon'ble Chairman.

COPY TO:

1. The Environmental Officer, KSPCB, Regional Office, Bangalore Mahadevapura for information and to inspect the industry during your next visit to the area.
2. Master copy (Dispatch).
3. Office copy.

ANNEXURE- II

LOCATION OF SAMPLING PORTHOLES, PLATFORMS, ELECTRICAL OUTLET.

1. Location of Portholes and approach platform:

Portholes shall be provided for all chimneys, stacks and other sources of emission. These shall serve as the sampling points. The sampling point should be located at a distance equal to atleast eight times the stack or duct diameters downstream and two diameters upstream from source of low disturbance such as a Bend, Expansion, Construction Valve, Fitting or Visible Flame or rectangular stacks, the equivalent diameter can be calculated from the following equation.

$$\text{Equivalent Diameter} = \frac{2 (\text{Length} \times \text{Width})}{(\text{Length} + \text{Width})}$$

2. The diameter of the sampling port should not be less than 100mm dia". Arrangements should be made so that the porthole is closed firmly during the non sampling period.
3. An easily accessible platform to accommodate 3 to 4 persons to conveniently monitor the stack emission from the portholes shall be provided. Arrangements for an Electric Outlet Point of 230 V 15 A with suitable switch control and 3 Pin Point shall be provided at the Porthole location.
4. The ladder shall be provided with adequate safety features so as to approach the monitoring location with ease.

FOR AND ON BEHALF OF KARNATAKA
POLLUTION CONTROLBOARD



Consent For Establishment (CFEs)

Consent No. CTE-318775 Valid
upto: 01/07/2024

Karnataka State Pollution Control Board
Parisara Bhayana, No.49, Church
Street, Bengaluru-560001
Tele : 080-25589112/3, 25581383
Fax:080-25586321
email id: ho@kspcb.gov.in

Industry Colour: RED Industry Scale: LARGE

(This document contains 5 pages including annexure & excluding additional conditions)

24

Validity unknown

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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(WHOLLY OWNED GOVERNMENT OF KARNATAKA UNDERTAKING)

NO:SEE/BEC/EE(O)/AEE/19-20 2087-89
Encl:

Phone/Fax-080-22863422
Email Id:see.eastcircle@gmail.com

Office of the
Superintending Engineer (EI)
East Circle, # 12, Curve Circle,
Tasker Town, Shivajjanagar,
Bangalore -560051
Date 25/7/19

To,
M/s.Surya Projects,
Sy. No.42,44/1 & 44/2,
Channasandra Village,
Bidarahalli Hobli, Bangalore.

Sir,

Sub: Issuing of NOC for arranging 800KW power supply on LT basis in favor of Sri.M.Shivappa and others GPA to M/s.Surya Projects, Sy. No.42,44/1 & 44/2, Channasandra Village, Bidarahalli Hobli, Kadugodi, Bangalore, in E-4 sub-division-reg.,

Ref: Executive Engineer (EI), Whitefield Division letter No. EE/WFD/AEE(O)/AET/19-20/929 dtd.12.07.2019

With reference to the above, 'No Objection Certificate' from, BESCOM Bangalore East Circle is here by issued for arranging LT power supply to an extent of 800KW power supply for residential purpose in favor of Sri.M.Shivappa and others GPA to M/s.Surya Projects, Sy. No.42,44/1 & 44/2, Channasandra Village, Bidarahalli Hobli, Kadugodi, Bangalore, in E-4 sub-division, as per KERC (Recovery of Expenditure for supply of Electricity) Regulations 2004 which is in force and its amendments from time to time subject to the following conditions:

Power supply to your Residential building will be arranged with the following arrangements.

Proposals:-

1. It is proposed to arrange regular source by tapping 11kV line of F-13 feeder of Kadugodi station at Prestige Park View Apartment by providing 3Way DAS RMU.
2. Extend the 11kV line to distance of 3KM using 3x400Sq.mm XLPE UG Cable duly providing required no. Of interposing ODs along cable route and terminated inside the applicant premises by providing 4Way DAS RMU.
3. It is proposed to provide 2x500kVA Transformer on cement concrete bed with all accessories. It is proposed to extend 11KV line from RMU to proposed DTCs to a distance of 20Mts using 3x240Sq.mm XLPE cable.

...p.t.o.,

4. For alternate source it is proposed to tap 11kV line of F-5 feeder of Kadugodi station at Channasandra Main Road duly providing 11Mts spun pole and extend the 11KV line using 3x400 Sq.mm XLPE Cable to a distance of 250Mts and terminated to the proposed RMU inside the applicant premises.

You have to develop the above infrastructure including the cost of 11kV lines etc., as mentioned above on self-execution basis through a Government Class-I electrical contractor by paying necessary supervision charges to BESCOM duly observing BESCOM formalities.

- If any KPTCL/BESCOM lines are passing through the applicant's premises these shall be shifted at your cost. This NOC does not apply to the premises where EHT lines are passing through the premises for which NOC is to be obtained from the concerned authorities.
- If any installation existing in the said premises the same shall be surrendered by clearing all arrears before taking up infrastructure work.
- While applying for power supply to the said Residential Building at the above address, all rules as per KERC Electricity Supply and Distribution code in force shall be observed.
- Power supply shall be arranged to the said Residential Building based on the provisions of regulations of BESCOM which are applicable at that time.
- This "NOC" is issued only for the purpose of obtaining sanction plan for Residential Building from BDA/BBMP/Competent authorities and is not a commitment for power sanction from BESCOM, Power supply will be sanctioned when applied for, subject to feasibility at that time.
- The Approximate load requirement of the above Residential Building is 800KW
- This NOC is valid for a period of One year from the date of issue.

Yours faithfully


Superintending Engineer (El)
Bangalore East Circle.

Copy to:

1. The Executive Engineer (Ele), (C,O&M), Whitefield Division, BESCOM, Bangalore, along with the entire file for information.
2. The Assistant Executive Engineer (Ele), (C,O&M), E-4 Subdivision, BESCOM, Bangalore.
3. AEE/MF.


BANGALORE WATER SUPPLY AND SEWERAGE BOARD

 2nd Floor, Cauvery Bhavan, K.G.Road, Bangalore-560009

No.BWSSB/EIC/CE(E)/ACE(E)-2/DCE(M)-II/TA(M)-III/ 6698 / 2019-20

Dated: 03/3/2020

To

M/s. Surya Projects,
 Site No.165, Vijayanagara, Whitefield,
 Bangalore-560066.

Sir,

Sub: Issue of Modified No Objection Certificate for the proposed Residential Building at Sy. No.42, 44/1 & 44/2, Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore in f/o M/s. Surya Projects, (110 villages)

- Ref: 1) Requisition letter dt: 7.8.2019.
 2) No.BWSSB/EE(M&P)-13/AEE(M&P)-13-3/338/2019-20 dt:20.06.2019.
 3) O.N. approved by 'C' dt:5.9.2019.
 4) Circular No.BWSSB/EIC/CE(M)/ 562 /2018-19 dt:8.5.2018.
 5) Demand note No.BWSSB/EIC/CE(M)/ 1634 /2018-19 dt:12.7.2019.
 6) File No.1885

Preamble: Earlier NOC Demand note was issued to the above proposed project vide letter No.BWSSB/EIC/CE(M)/ACE(M)-IV/DCE(M)-II/TA(M)-III/ 1634 /2019-20 dt:12.7.2019 for the proposed residential apartment building consist of BF + GF + 14 Upper Floor + Terrace Floor with a sital area is 11432.21 Smt. and with total built up area is 37471.50 Smt. The applicant was informed to remit Rs.3,74,715/- towards NOC charges, Rs.22,48,290/- towards Advanced Probable Prorata charges and Rs.26,60,000/- towards BCC charges. Applicant now applied for Modified NOC.

Please find herein enclosed a copy of plan endorsed for 'No objection Certificate' from BWSSB for providing water supply and underground drainage facilities, based on the interim order from the Hon'ble High Court W.P. No. 51577/2019 subject to the following conditions.

- 1) The builder/ developer has to pay the necessary prorata and other charges towards the building as specified by the Board prevailing at the time of sanction of water supply and sanitary connection.
- 2) Builder/ developer has to bear the cost of pipeline estimate for both water supply and U.G.D lines, if there is no network near by the premises or requires up gradation of existing system at the time of sanctioning of connection.
- 3) Board reserves the right the change tapping point for water supply and disposal point for sanitary at the time of sanctioning the connection depending on the requirement.
- 4) NOC issued should be produced at the time of availing connection along with plan.
- 5) The difference in amount collected towards NOC and GBWASP charges, between the proposed area & actual construction area shall be paid at the time of seeking water supply and sanitary connections.
- 6) Under any circumstances, the NOC charges collected will not be refunded.
- 7) The tertiary treated water supplied by BWSSB shall be used for construction purposes.

- 8) As per BWSSB Act Section 72(A) and relevant regulations, Rain Water Harvesting is mandatory, the applicant has to make necessary provisions for harvesting rain water. Letting out rain water into the Board sewer line is strictly prohibited as per Sec 72. The builder/ developer should not provide sanitary points in cellar or Basement floor.
- 9) As per Bangalore Sewerage regulation 4(A) Adoption of STP & dual piping system is mandatory for the below mentioned buildings
 - i) Residential buildings consisting of 20 and above apartments or measuring 2000 sqm and above whichever is lower; or
 - ii) Commercial building measuring 2,000 sqm and above; or
 - iii) Buildings of educational institutions measuring 5,000 sqmtrs and above.

Accordingly the owner / developer has to set up suitable sewage treatment plant as per KSPCB and NGT orders for treating the waste water generated in their premises to achieve the standards. Consent for operation of STP from KSPCB is mandatory.
- 10) The applicant should not allow the untreated sewage out of the premises. The applicant is solely responsible for any environmental pollution due to the same.
- 11) The building including basement should be above the High Flood level of adjacent valleys, storm water drain, low lying area.
- 12) The orders of the National Green Tribunal (NGT) original application No.222/2014. Principal Bench New Delhi. Forward Foundation and others vs. State of Karnataka and others should be followed stringently.
- 13) STP operation log book should be maintained duly incorporating other details such as test results etc.,
- 14) Chartered energy meter should be installed for STP duly obtaining permission from BESCO.
- 15) Authorized personnel from Board & other Government Departments are empowered to inspect the STP without prior intimation & randomly at any time.
- 16) For NOC to layouts, the applicant has to ear-mark the land if required for construction of GLR, OHT, sump tank, pump house service station etc., and land should be handed over to BWSSB "free of cost".
- 17) If any BWSSB lines are passing through the premises, the necessary shifting charges has to be borne by the builder/ developers. Further, set back has to be provided as directed by Board for safety of the pipelines.
- 18) The builder/ developers should abide the "Acts, Rules and Regulations of BWSSB" from time to time.
- 19) BWSSB reserves the right to sanction or reject the water supply or UGD Connections without assigning any reasons. The quantity and pressure of water will not be assured.
- 20) Land acquired or notified for BWSSB infrastructure development or earmarked for BWSSB works should not be encroached or any structures constructed. If violated, penal ~~action will be initiated.~~
- 21) Necessary approval should be obtained from BWSSB/Karnataka Ground Water Authority before sinking Borewells in the premises.
- 22) Water Supply & Sewage Connection for buildings in 110 villages will be given only after completion of Cauvery Stage-V which is likely to be completed by 2023. Till then developer / builder / owner will have to make their own arrangements for water.

The proposed project is Residential Building consist of 2BF + GF + 14 Upper Floor + Terrace Floor. The sital area is 11432.21 smt. and with a total built up area is 41867.15 Smt. The premises comes under the jurisdiction of 110 villages of BBMP area.

The Developer has also paid an amount of **Rs.4,18,672/-** towards No Objection Certificate charges vide receipt No. 39968 dt: 11.2.2020.

The NOC issued to the above premises subject to the result of the Hon'ble Court of Karnataka on the Writ Petition No.51577/2019 and 15% Advance Probable Prorata Charges of Rs.25,12,029/- and GBWASP charges of Rs.28,50,000/- would be payable based on the final outcome of the Hon'ble Court Order.

The above NOC file is entered in the Central office register vide No.1885.

- Note:**
- 1) The NOC is issued on the condition that final outcome of the order W.P.No. 51577/2019 from Hon'ble High Court.
 - 2) Water supply to your premises cannot be assured.
 - 3) The cost of additional strengthening work or change in tapping / disposal point has to be borne by the builder / owner, at the time of sanctioning the water supply & UGD connection as per the prevailing rules and regulation.
 - 4) NOC issued by the Board will be valid for three (3) years only from the date of issue of NOC. NOC issued will be revoked if any dispute arises at any stage.
 - 5) NOC is issued subject to effect the KSPCB / NGT order and should not let out the sewage / treated water in to the UGD network of BWSSB.

Yours faithfully

for *[Signature]* 05/3/2020
Chief Engineer(E)
BWSSB

O.C.Approved by CE(E)

Copy to Law Officer, BWSSB for information.

[Signature]
3/3/2020



भारत संचार निगम लिमिटेड
BHARAT SANCHAR NIGAM LIMITED

Office of the Divisional Engineer Telecom
Survey & Access Networks, IV Floor, 'Sanchar Complex'
WMS Compound, 9th Main, 47th Cross, 5th Block,
Jayanagar Bangalore-560 041
(PHONE NO. 080-2663 7200, FAX NO.080-2663 7199)

To,
M/s Surya Projects. Rep by its Managing partner Sri. Palaka Suresh
No.439, 11th main 14th cross BEML Layout. Bangalore – 560 061

No.DE/SAN/BG/NOC HRB (S-11) /2019-20/12 Dated @ BG-41,

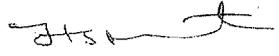
Dated 14/06/2019

Subject: No objection Certificate (NOC) for High rise Building.

Ref: Your application received dtd 13.06.2019

1. Survey & Access Division, WMS compound, Bangalore – 41 has "No Objection" for issuing clearance for proposed construction of Residential building by M/s Surya Projects, Rep by its Managing partner Sri. Palaka Suresh No.439, 11th main 14th cross BEML Layout, Bangalore – 560 061 herein after referred to as the applicants at property bearing at Sy.No. 42. 44/1 and 44/2 situated at Channasandra Village, Bidarahalli Hobli Bangalore east taluk, Bangalore to a maximum height of **55 meters** only above ground level, so that the top of the **proposed structure when erected shall not exceed 916.00 meters above Mean Sea Level i.e 861.00 MSL in meters (Site Elevation) + 55.00 Mts** (Height of the structure) composition of the building : Basement floor + Ground Floor + 14 Upper floors +Terrace floor + Stair case Head Room +Lift Machine Room + Over Head Water Tank + Lightning Arrestor etc., at the above premises with a maximum height of 55 meters only.
2. This No Objection Certificate is being issued on the express understanding that the site – elevation reduced level (height above Mean Sea level) viz. **861.00** meters, relative location of the proposed building/ structure and its distances and bearings as tendered by the applicant(s) are correct and the proposed building will not cause any physical obstruction to Bharat Sanchar Nigam Ltd, 6GHz, 7GHz, 11GHz working/planned schemes by STP as on date. If however, at any stage it is established that the said data as tendered by the applicant is actually different from the one tendered and which could adversely affect BSNL operations, the structure or part (s) thereof in respect of which this "NOC" is being issued will have to be demolished at his own cost as may be directed by BSNL authorities. The applicant(s) is / are therefore advised in his/their own interest to verify the elevation and other data furnished for the site, before embarking on the proposed construction.
3. No radio/TV antenna, lightning arresters, staircase, Mumtee, overhead water tank and attachments or fixtures of any kind shall project above the height indicated in PARA 1.
4. The certificate is valid for a period of Five years from the date of its issue. If the building/ structure/ chimney is not constructed and completed within the above-mentioned period of five years he/ they will be required to obtain a fresh "No Objection Certificate" from the department. The date on completion of the building/ structure/ chimney should be intimated to us.
5. This "NOC is for Height clearance only" Any clarification/ dispute arising later for the above construction / NOC will not be entertained.
6. This certificate is issued with the approval of competent authority.

Copy to: 1. AGM (TP), O/o CGMT, Karnataka Telecom Circle, BG


Divisional Engineer, Telecom
Survey and Access Network's, BSNL
Sanchar Complex, WMS Compound
5th Block Jayanagar, Bangalore-41.

पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरिश् चंद्रा मथुर लाने, जयानगर, बंगलूर - 110 001

Registered & Corporate Office : 4th Floor, Bharat Sanchar Bhaven, Harish Chandra Mathur Lane,
Janapath, New Delhi – 110 001.



सत्यमेव जयते

ANNEXURE - R 7

State Level Environment Impact Assessment Authority-Karnataka

(Constituted by MoEF, Government of India, under section 3(3) of E(P) Act, 1986)

No. SEIAA 126 CON 2019

Date: 11-12-2019

To,

Mr. Palaka Suresh
 Authorised Signatory
 M/s Surya Projects
 No.439 11th Main
 14th Cross, BEML Layout
 Thubaranahalli,
 Bangalore -560066

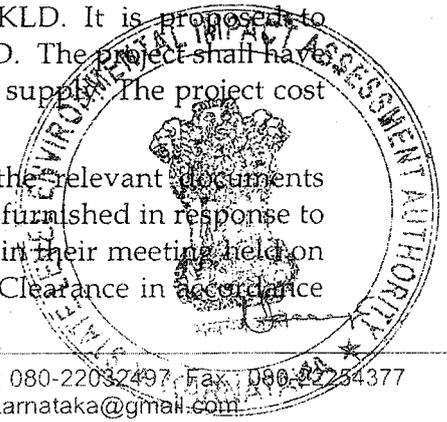
Sir,

Sub: Construction of Proposed Residential Apartment Project at Sy.Nos.42, 44/1 & 44/2 of Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District by M/s. Surya Projects - Issue of Environmental Clearance - Reg.

This has reference to your online application dated 31st August 2019 bearing proposal No.SIA/KA/MIS/116426/2019 addressed to SEIAA, Karnataka and subsequent letters addressed to SEIAA/SEAC Karnataka furnishing further information/seeking prior Environmental Clearance for the above project under the EIA Notification, 2006. The proposal has been appraised as per the prescribed procedure in light of the provisions under the EIA Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., the Form 1, Form 1A, conceptual plans and the additional clarifications furnished in response to the observations of the SEAC, Karnataka. SEAC has recommended for issue of Environmental Clearance in their meeting held on 17 October 2019.

2. It is inter-alia, noted that M/s Surya Projects have proposed for Construction of Residential Apartment Project on a plot area of 11,432.21 Sqm. The total built up area is 41,867.15 Sqm. The proposed project consists of 225 No's of Residential units with 2 Basement Floors + Ground Floor + 14 Upper Floors. Total parking space proposed is for 248 No's of Cars. Total water consumption is 152 KLD (Fresh water + Recycled water). The total wastewater discharge is 140 KLD. It is proposed to construct Sewage Treatment Plant with a capacity of 140 KLD. The project shall have DG sets of 320 kVA X 2No's as alternative source of power supply. The project cost is Rs. 150Crores

3. The SEIAA Karnataka after due consideration of the relevant documents submitted by the project proponent, additional clarifications furnished in response to its observations and the recommendation of the SEAC have in their meeting held on 22nd November 2019 and decided to accord Environmental Clearance in accordance



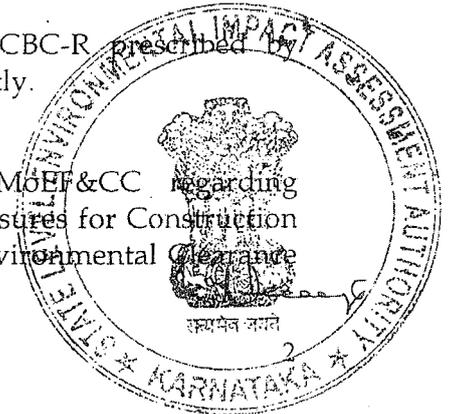
with the provisions of Environmental Impact Assessment Notification-2006 and its subsequent amendments, subject to strict compliance of the following terms and conditions: -

I. Statutory Compliance.

- i) The project proponent shall obtain all necessary clearance/ permission from all relevant agencies including town planning authority before commencement of work. All the construction shall be done in accordance with the local building byelaws.
- ii) The approval of the Competent Authority shall be obtained for structural safety of the constructions due to earthquakes, adequacy of firefighting equipment etc as per National Building Code including protection measures from lightening etc.
- iii) The project proponent shall obtain forest clearance under the provisions of Forest (Conservation) Act, 1980, in case of diversion of forest land for non forest purpose involved in the project.
- iv) The proponent shall obtain clearance from the National Board for Wildlife, if applicable.
- v) The project proponent shall obtain Consent to Establish / Operate under the provisions of Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 from the concerned State Pollution Control Board/ Committee.
- vi) The project proponent shall obtain the necessary permission for drawl of ground water / surface water required for the project from the competent authority.
- vii) A certificate of adequacy of available power from the agency supplying power to the project along with the load allowed for the project should be obtained.
- viii) All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department shall be obtained, as applicable, by project proponents from the respective competent authorities.
- ix) The provisions of the Solid Waste Management Rules, 2016, e-Waste (Management) Rules, 2016, and the Plastics Waste Management Rules, 2016 shall be followed.
- x) The project proponent shall follow the ECBC/ECBC-R prescribed by Bureau of Energy Efficiency, Ministry of Power strictly.

II. Air quality monitoring and preservation

- i) Notification GSR 94(E) dated 25.01.2018 of MoEF&CC regarding Mandatory Implementation of Dust Mitigation Measures for Construction and Demolition Activities for projects requiring Environmental Clearance shall be complied with.



- ii) A management plan shall be drawn up and implemented to contain the current exceedance if any in ambient air quality at the site.
- iii) The project proponent shall install system to carryout Ambient Air Quality monitoring for common/criterion parameters relevant to the main pollutants released (e.g. PM₁₀ and PM_{2.5}) covering upwind and downwind directions during the construction period.
- iv) Diesel power generating sets proposed as source of backup power should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use of low sulphur diesel. The location of the DG sets may be decided with in consultation with State Pollution Control Board.
- v) Construction site shall be adequately barricaded before the construction begins. Dust, smoke & other air pollution prevention measures shall be provided for the building as well as the site. These measures shall include screens for the building under construction, continuous dust/ wind breaking walls all around the site (at least 3 meter height). Plastic/tarpaulin sheet covers shall be provided for vehicles bringing in sand, cement, murrum and other construction materials prone to causing dust pollution at the site as well as taking out debris from the site.
- vi) Sand, murrum, loose soil, cement, stored on site shall be covered adequately so as to prevent dust pollution.
- vii) Wet jet shall be provided for grinding and stone cutting.
- viii) Unpaved surfaces and loose soil shall be adequately sprinkled with water to suppress dust.
- ix) All construction and demolition debris shall be stored at the site (and not dumped on the roads or open spaces outside) before they are properly disposed. All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Rules 2016.
- x) The diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to standards prescribed under Environmental (Protection) Rules for air and noise emission standards.
- xi) The gaseous emissions from DG set shall be dispersed through adequate stack height as per CPCB standards. Acoustic enclosure shall be provided to the DG sets to mitigate the noise pollution. Low sulphur diesel shall be used. The location of the DG set and exhaust pipe height shall be as per the provisions of the Central Pollution Control Board (CPCB) norms.

III. Water quality monitoring and preservation

- i) The natural drain system should be maintained for ensuring uninterrupted flow of water. No construction shall be allowed to obstruct the natural drainage through the site, on wetland and water bodies. Check dams, bio-



- swales, landscape, and other sustainable urban drainage systems (SUDS) are allowed for maintaining the drainage pattern and to harvest rain water.
- ii) Buildings shall be designed to follow the natural topography as much as possible. Minimum cutting and filling should be done.
 - iii) Total fresh water use shall not exceed the proposed requirement as provided in project details.
 - iv) The quantity of fresh water usage, water recycling and rainwater harvesting shall be measured and recorded to monitor the water balance as projected by the project proponent. The record shall be submitted to the Regional Office, MoEF&CC along with six monthly Monitoring reports.
 - v) A certificate shall be obtained from local body supplying water, specifying the total annual water availability with local authority, the quantity of water already committed, the quantity of water allotted to the project under consideration and the balance water available, this should be specified separately for ground water and surface water sources, ensuring that there is no impact on the other users.
 - vi) At least 20% of the open spaces as required by the local building bye-laws shall be pervious. Use of Grass pavers, paver blocks with at least 50% opening, landscape etc. would be considered as pervious surface.
 - vii) Installation of dual pipe plumbing for supplying fresh water for drinking, cooking and bathing etc and other for supply of recycled water for flushing, landscape irrigation, car washing, thermal cooling, conditioning etc. shall be done.
 - viii) Use of water saving devices/ fixtures (viz. low flow flushing systems; use of low flow faucets tap aerators etc) for water conservation shall be incorporated in the project area.
 - ix) Separation of grey and black water should be done by the use of dual plumbing system. In case of single stack system separate recirculation lines for flushing by giving dual plumbing system be done.
 - x) The project proponent shall identify a suitable source of treated water for construction and submit an MOU/ Agreement with such suppliers. If so the supplier identified shall be responsible for treatment of water with appropriate technology to the standards required for construction purpose.
 - xi) The local bye-law provisions on rain water harvesting should be followed. If local bye-law provision is not available, adequate provision for storage and recharge should be followed as per the Ministry of Urban Development Model Building Byelaws, 2016.
 - xii) A rain water harvesting plan needs to be designed where the recharge bores of minimum one recharge bore per 5,000 square meters of built up area and storage capacity of minimum one day of total fresh water requirement shall be provided. In areas where ground water recharge is not feasible, the rain water should be harvested and stored for reuse. The



made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB / SPCB.

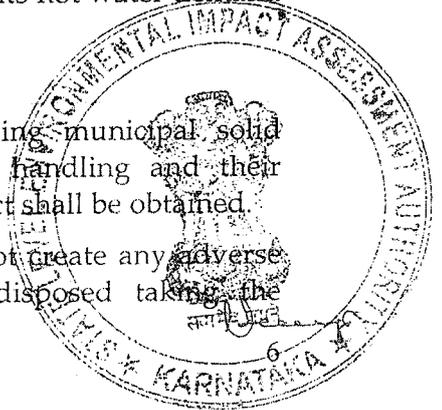
- ii) Noise level survey shall be carried as per the prescribed guidelines and report in this regard shall be submitted to Regional Officer of the Ministry as a part of six-monthly compliance report.
- iii) Acoustic enclosures for DG sets, noise barriers for ground-run bays, ear plugs for operating personnel shall be implemented as mitigation measures for noise impact due to ground sources.
- iv) The project proponent shall ensure the time specification prescribed by the Honourable High Court of Karnataka in WP. No. 1958/2011 (LB - RES - PIL) on 04.12.2012 for different activities involved in construction work

V. Energy Conservation measures

- i) Compliance with the Energy Conservation Building Code (ECBC) of Bureau of Energy Efficiency shall be ensured. Buildings in the States which have notified their own ECBC, shall comply with the State ECBC.
- ii) Outdoor and common area lighting shall be LED.
- iii) Concept of passive solar design that minimize energy consumption in buildings by using design elements, such as building orientation, landscaping, efficient building envelope, appropriate fenestration, increased day lighting design and thermal mass etc. shall be incorporated in the building design. Wall, window, and roof u-values shall be as per ECBC specifications.
- iv) Energy conservation measures like installation of LED for the lighting the area outside the building should be integral part of the project design and should be in place before project commissioning.
- v) Solar, wind or other Renewable Energy shall be installed to meet electricity generation equivalent to 1% of the demand load or as per the state level/ local building bye-laws requirement, whichever is higher.
- vi) Solar power shall be used for lighting in the apartment to reduce the power load on grid. Separate electric meter shall be installed for solar power. Solar water heating shall be provided to meet 20% of the hot water demand of the commercial and institutional building or as per the requirement of the local building bye-laws, whichever is higher. Residential buildings are also recommended to meet its hot water demand from solar water heaters, as far as possible.

VI. Waste Management

- i) A certificate from the competent authority handling municipal solid wastes, indicating the existing civic capacities of handling and their adequacy to cater to the M.S.W. generated from project shall be obtained.
- ii) Disposal of muck during construction phase shall not create any adverse effect on the neighboring communities and be disposed taking the



- ground water shall not be withdrawn without approval from the Competent Authority.
- xiii) All recharge should be limited to shallow aquifer.
 - xiv) No ground water shall be used during construction phase of the project.
 - xv) Any ground water dewatering should be properly managed and shall conform to the approvals and the guidelines of the CGWA in the matter. Formal approval shall be taken from the CGWA for any ground water abstraction or dewatering.
 - xvi) The quantity of fresh water usage, water recycling and rainwater harvesting shall be measured and recorded to monitor the water balance. The record shall be submitted to the Regional Office, MoEF&CC along with six monthly Monitoring reports.
 - xvii) Sewage shall be treated in the STP based on MBBR/SBR Technology with tertiary treatment i.e. Ultra Filtration. The treated effluent from STP shall be recycled/re-used for flushing, landscaping and HVAC cooling. No treated water shall be discharged to municipal drain.
 - xviii) No sewage or untreated effluent water would be discharged through storm water drains.
 - xix) The existing water body, canals and rajakaluve and other drainage and water bound structures shall be retained unaltered with due buffer zone as applicable and maintained under tree cover.
 - xx) Onsite sewage treatment of capacity of treating 100% waste water to be installed. The installation of the Sewage Treatment Plant (STP) shall be certified by an independent expert and a report in this regard shall be submitted to the Ministry before the project is commissioned for operation. Treated waste water shall be reused on site for landscape flushing, cooling tower, and other end-uses. Excess treated water shall be discharged as per statutory norms notified by Ministry of Environment, Forest and Climate Change. Natural treatment systems shall be promoted.
 - xxi) Periodical monitoring of water quality of treated sewage shall be conducted. Necessary measures should be made to mitigate the odour problem from STP.
 - xxii) Sludge from the onsite sewage treatment, including septic tanks, shall be collected, conveyed and disposed as per the Ministry of Urban Development, Central Public Health and Environmental Engineering Organization (CPHEEO) Manual on Sewerage and Sewage Treatment Systems, 2013.

IV. Noise monitoring and prevention

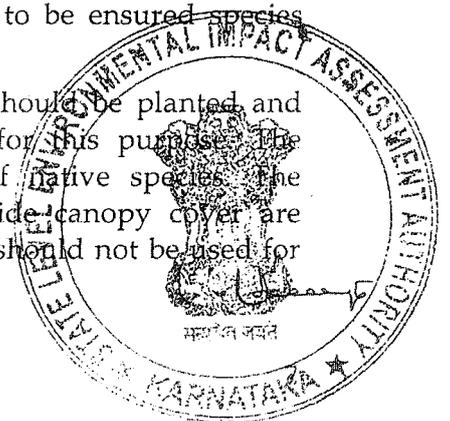
- i) Ambient noise levels shall conform to residential area both during day and night as per Noise Pollution (Control and Regulation) Rules, 2000. Incremental pollution loads on the ambient air and noise quality shall be closely monitored during construction phase. Adequate measures shall be



- necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- iii) Separate wet and dry bins must be provided and at the ground level for facilitating segregation of waste. Solid waste shall be segregated into wet garbage and inert materials.
 - iv) Organic waste compost/ Vermiculture pit/ Organic Waste Converter within the premises with a minimum capacity of 0.3 kg /person/day must be installed.
 - v) All non-biodegradable waste shall be handed over to authorized recyclers for which a written tie up must be done with the authorized recyclers.
 - vi) Any hazardous waste generated during construction phase, shall be disposed off as per applicable rules and norms with necessary approvals of the State Pollution Control Board.
 - vii) Use of environment friendly materials in bricks, blocks and other construction materials, shall be required for at least 20% of the construction material quantity. These include Fly Ash bricks, hollow bricks, AACs, Fly Ash Lime Gypsum blocks, Compressed earth blocks, and other environment friendly materials.
 - viii) Fly ash should be used as construction material as per the provision of Fly Ash Notification of September, 1999 and amended as on 27th August, 2003 and 25th January, 2016. Ready mixed concrete must be used in construction.
 - ix) Any wastes from construction and demolition activities related thereto shall be managed so as to strictly conform to the Construction and Demolition Waste Management Rules, 2016.
 - x) Used CFLs/TFLs/LED should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/ rules of the regulatory authority to avoid mercury contamination.

VII. Green Cover

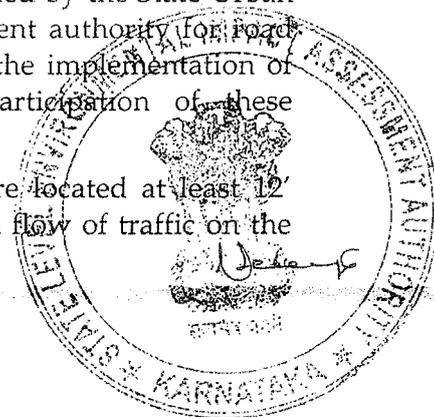
- i) No tree cutting/transplantation should be carried out unless exigencies demand. Where absolutely necessary, tree transplantation shall be with prior permission from the concerned regulatory authority. Old trees should be retained based on girth and age regulations as may be prescribed by the Forest Department. Plantations to be ensured species (cut) to species (planted).
- ii) A minimum of 1 tree for every 80 Sqm of land should be planted and maintained. The existing trees will be counted for this purpose. The landscape planning should include plantation of native species. The species with heavy foliage, broad leaves and wide canopy cover are desirable. Water intensive and/or invasive species should not be used for landscaping.



- iii) Where the trees need to be cut with prior permission from the concerned local Authority, compensatory plantation in the ratio of 1:10 (i.e. planting of 10 trees for every 1 tree that is cut) shall be done and maintained. Plantations to be ensured species (cut) to species (planted).
- iv) Topsoil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas, and external services. It should be stockpiled appropriately in designated areas and reapplied during plantation of the proposed vegetation on site.

VIII. Transport

- i) A comprehensive mobility plan, as per MoUD best practices guidelines (URDPFI), shall be prepared to include motorized, non-motorized, public, and private networks. Road should be designed with due consideration for environment, and safety of users. The road system can be designed with these basic criteria.
 - a. Hierarchy of roads with proper segregation of vehicular and pedestrian traffic.
 - b. Traffic calming measures.
 - c. Proper design of entry and exit points.
 - d. Parking norms as per local regulation.
- ii) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards be operated only during nonpeak hours.
- iii) A detailed traffic management and traffic decongestion plan shall be drawn up to ensure that the current level of service of roads within a 5 km radius of the project is maintained and improved upon after the implementation of the project. This plan should be based on cumulative impact of all development and increased habitation being carried out or proposed to be carried out by the project or other agencies in this 5 km radius of the site in different scenarios of space and time and the traffic management plan shall be duly validated and certified by the State Urban Development department and the P.W.D./ competent authority for road augmentation and shall also have their consent to the implementation of components of the plan which involve the participation of these departments.
- iv) Provide at the main entrances bell gates, which are located at least 12' inside the boundary of the project to enable smooth flow of traffic on the main road leading to the entrance



State Level Environment Impact Assessment Authority-Karnataka
(Constituted by MoEF, Government of India under section 3(3) of E(P) Act, 1986)

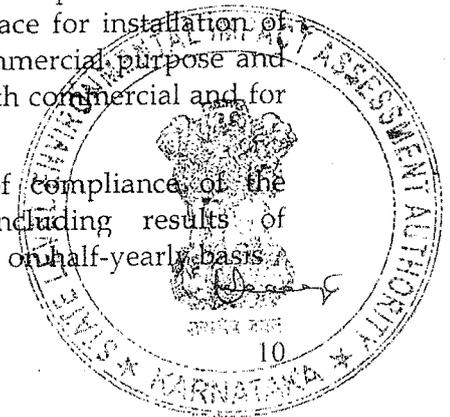
SEIAA 126 CON 2019

Construction of Residential Development project by
M/s. Surya Projects,

- iii) A separate Environmental Cell both at the project and company head quarter level, with qualified personnel shall be set up under the control of ~~senior Executive, who will directly to the head of the organization.~~ The project proponent enter into an agreement with the prospective buyers/tenants to ensure that they maintain the cell and take care of all environment concerns during the operation phase of the project. In addition, sufficient fees should be levied so as to raise a corpus fund to maintain the Environment cell.
- iv) Action plan for implementing EMP and environmental conditions along with responsibility matrix of the company shall be prepared and shall be duly approved by competent authority. The year wise funds earmarked for environmental protection measures shall be kept in separate account and not to be diverted for any other purpose. Year wise progress of implementation of action plan shall be reported to the Ministry of Environment, Forest and Climate Change/Regional Office along with the Six Monthly Compliance Report.

XI. Miscellaneous

- i) The project proponent shall prominently advertise it at least in two local newspapers of the District or State, of which one shall be in the vernacular language within seven days indicating that the project has been accorded environment clearance and the details of MoEFCC/SEIAA website where it is displayed.
- ii) The copies of the environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn has to display the same for 30 days from the date of receipt.
- iii) The Project Proponent shall obtain the construction material such as stones and aggregates etc. only from the approved quarries and other construction material shall also be procured from the authorized agencies/traders.
- iv) The project proponent shall not use Kharab land if any for any purpose and keep available to the general public duly displaying a board as public property. No structure of any kind be put up in the Kharab land and shall be afforested and maintained as green belt only.
- v) The Project proponent shall build in infrastructure required for use of Piped Natural Gas (PNG) such as pipelines and space for installation of PNG distribution equipment for both domestic/commercial purpose and DG set and shall ensure that PNG is supplied for both commercial and for DG sets instead of other type of fuels.
- vi) The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and update the same on half-yearly basis.

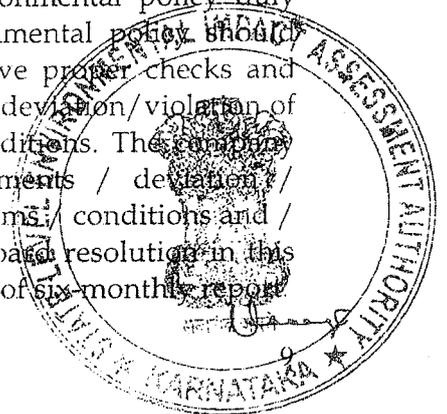


IX. Human health issues

- i) All workers working at the construction site and involved in loading, unloading, carriage of construction material and construction debris or working in any area with dust pollution shall be provided with dust mask.
- ii) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase. Sufficient number of toilets/bathrooms shall be provided with required mobile toilets, mobile STP for construction workforce
- iii) For indoor air quality the ventilation provisions as per National Building Code of India.
- iv) Emergency preparedness plan based on the Hazard identification and Risk Assessment (HIRA) and Disaster Management Plan shall be implemented.
- v) Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, creche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.
- vi) Occupational health surveillance of the workers shall be done on a regular basis.
- vii) A First Aid Room shall be provided in the project both during construction and operations of the project.

X. Corporate Environment Responsibility

- i) The project proponent shall comply with provision contained in OM vide F.No. 22-65/2017-IA.III dated 1st May 2018, of the Ministry of Environment, Forest and Climate Change as applicable, regarding Corporate Environment Responsibility and shall execute the action plan with a total cost of minimum of Rs. 300 Lakhs towards creating infrastructure for drinking water, For Sanitation and Health, For Education and Skill Development, For Solid Waste Management Facility and avenue Plantation as submitted vide letter dated on 10/12/2019 around the project site.
- ii) The company shall have a well laid down environmental policy duly approved by the Board of Directors. The environmental policy should prescribe for standard operating procedures to have proper checks and balances and to bring into focus any infringements/deviation/violation of the environmental / forest / wildlife norms / conditions. The company shall have defined system of reporting infringements / deviation / violation of the environmental / forest / wildlife norms / conditions and / or stakeholders / stake holders. The copy of the board resolution in this regard shall be submitted to the MoEF&CC as a part of six-monthly report.



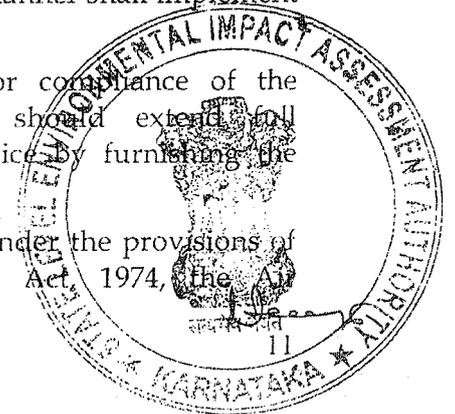
State Level Environment Impact Assessment Authority-Karnataka
(Constituted by MoEF, Government of India under section 3(3) of E(P) Act, 1986)

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Construction of Residential Development project by
M/s. Surya Projects,

- vii) The project proponent shall submit six-monthly reports on the status of the compliance of the stipulated environmental conditions on the website of the ministry of Environment, Forest and Climate Change at environment clearance portal.
- viii) The Half Yearly Compliance Reports (HYCRs) with its contents of a covering letter, compliance reports, and environmental monitoring data has to be in PDF format merged into a single document. The email should clearly mention the name of project, EC No & date, period of submission and to be sent to the Regional Office of MOEF&CC by email only at email ID rosz.bng-mefcc@gov.in Hard copy of HYCRs shall not be acceptable.
- ix) The project proponent shall submit the environmental statement for each financial year in Form-V to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently and put on the website of the company.
- x) The project proponent shall inform the Regional Office as well as the Ministry of Environment, Forest and Climate Change, the date of financial closure and final approval of the project by the concerned authorities, commencing the land development work and start of production operation by the project.
- xi) The project authorities must strictly adhere to the stipulations made by the State Pollution Control Board and the State Government.
- xii) The project proponent shall abide by all the commitments and recommendations made in the EIA/EMP report and also that during their presentation to the Expert Appraisal Committee.
- xiii) No further expansion or modifications in the plan shall be carried out without prior Environmental Clearance from the competent authority.
- xiv) Concealing factual data or submission of false/fabricated data may result in revocation of this environmental clearance and attract action under the provisions of Environment (Protection) Act, 1986.
- xv) The State Level Environment Impact Assessment Authority, Karnataka may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.
- xvi) The SEIAA, Karnataka reserves the right to stipulate additional conditions if found necessary. The Company in a time bound manner shall implement these conditions.
- xvii) The Regional Office of MoEF&CC shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information/ monitoring reports.
- xviii) The above conditions shall be enforced, inter-alia under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air



(Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and the Public Liability Insurance Act, 1991 along with their amendments and Rules and any other orders passed by the Hon'ble Supreme Court of India / High Courts and any other Court of Law relating to the subject matter.

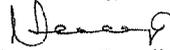
- xix) Any appeal against this EC shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- xx) Copies of six monthly compliance on the conditions of the Environmental Clearance shall be submitted to SEIAA, Karnataka.

XII. Specific Conditions

- i) The proponent to conduct energy audit by an accredited agency before operation of the project in accordance with the Bureau of Energy Efficiency.
- ii) 15% of parking space shall be reserved for electric vehicles with recharging facility.
- iii) The proponent shall identify suitable place (KIOSK) for collection and storage of E-Waste generated within the premises and shall be disposed of regularly only with the KSPCB authorized E-waste recycles.



Yours faithfully,


(Vijayakumar Gogi)
Member Secretary,
SEIAA, Karnataka.

Copy to:

1. The Secretary, Ministry of Environment, Forests and Climate Change, Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj, New Delhi - 110 003.
2. The Commissioner, Bruhat Bengaluru Mahanagara Palike (BBMP), N.R. Square, Bangalore - 560 002.
3. The Member Secretary, Karnataka State Pollution Control Board, Bengaluru.
4. The APCCF, Regional Office, Ministry of Environment & Forests (SZ), Kendriya Sadan, IV Floor, E & F wings, 17th Main Road, Koramangala II Block, Bengaluru - 560 034.
5. Guard File.

ANNEXURE - R8



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

M/s Surya Projects, Rep by its Managing partner Sri. Palaka Suresh
No.439, 11th main 14th cross BEML Layout,
Thubannahalli Bangalore - 560 061

Date: 24-07-2019

Valid Upto: 23-07-2027

No Objection Certificate for Height Clearance

1. This NOC is issued by Airports Authority of India (AAI) in pursuance of responsibility conferred by and as per the provisions of Govt. of India (Ministry of Civil Aviation) order GSR751 (E) dated 30th Sep. 2015 for Safe and Regular Aircraft Operations.
2. This office has no objection to the construction of the proposed structure as per the following details:

NOC ID :	BIAL/SOUTH/B/070119/411629
Applicant Name*	R Sridhar
Site Address*	Sy No 42 44/1 and 44/2 Channasandra Village Bidarahalli Hobli Bangalore east taluk Bangalore, Bangalore east taluk Channasandra Village Bangalor, Bangalore, Karnataka
Site Coordinates*	12 58 57.0 N 77 46 24.6E, 12 58 58.7 N 77 46 24.8E, 12 58 58.6 N 77 46 25.5E, 12 58 59.9 N 77 46 25.5E, 12 58 58.4 N 77 46 26.3E, 12 58 59.9 N 77 46 26.5E, 12 58 56.5 N 77 46 27.4E, 12 58 58.1 N 77 46 28.4E
Site Elevation in mtrs AMSL as submitted by Applicant*	861 M
Permissible Top Elevation in mtrs Above Mean Sea Level(AMSL)	916M

*As provided by applicant

3. This NOC is subject to the terms and conditions as given below:

- a. Permissible Top elevation has been issued on the basis of Site coordinates and Site Elevation submitted by Applicant. AAI neither owns the responsibility nor authenticates the correctness of the site coordinates & site elevation provided by the applicant. If at any stage it is established that the actual data is different, this NOC will stand null and void and action will be taken as per law. The office in-charge of the concerned aerodrome may initiate action under the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994"
- b. The Site coordinates as provided by the applicant in the NOC application has been plotted on the street view map and satellite map as shown in ANNEXURE. Applicant/Owner to ensure that the plotted coordinates corresponds to his/her site. In case of any discrepancy, Designated Officer shall be requested for cancellation of the NOC.
- c. Airport operator or his designated representative may visit the site (with prior coordination with applicant or owner) to ensure that NOC terms & conditions are complied with.
- d. The Structure height (including any superstructure) shall be calculated by subtracting the Site elevation in AMSL from the Permissible Top Elevation in AMSL i.e. Maximum Structure Height = Permissible Top Elevation minus (-) Site Elevation.
- e. The issue of the 'NOC' is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and any notifications issued there under from time to time including the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994.

महाप्रबंधक (समन्वय प्रभारी) वायु यातायात सेवाएं परिसर बंगलोर अंतर्राष्ट्रीय हवाई अड्डा देवनहल्ली, बंगलोर - 560300

दूरभाष संख्या : 080-220 19903

General Manager(Coordination in charge), A.T.S. Complex, Bangalore International airport, Devenhalli, Begaluru-560300
Tel No:080-22019903



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

f. No radio/TV Antenna, lighting arresters, staircase, Mumtee, Overhead water tank and attachments of fixtures of any kind shall project above the Permissible Top Elevation of 916M (AMSL), as indicated in para 2.

g. Use of oil, electric or any other fuel which does not create smoke hazard for flight operations is obligatory, within 8 KM of the Aerodrome Reference Point.

h. The certificate is valid for a period of 8 years from the date of its issue. One time revalidation without assessment may be allowed, provided construction work has commenced, subject to the condition that such request shall be made within the validity period of the NOC and the delay is due to circumstances which are beyond the control of the developer.

i. No light or a combination of lights which by reason of its intensity, configuration or colour may cause confusion with the aeronautical ground lights of the Airport shall be installed at the site at any time, during or after the construction of the building. No activity shall be allowed which may affect the safe operations of flights

j. The applicant will not complain/claim compensation against aircraft noise, vibrations, damages etc. caused by aircraft operations at or in the vicinity of the airport.

k. Day markings & night lighting with secondary power supply shall be provided as per the guidelines specified in chapter 6 and appendix 6 of Civil Aviation Requirement Series B Part I Section 4, available on DGCA India website: www.dgca.nic.in

l. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans. This NOC for height clearances is to ensure the safe and regular aircraft operations and shall not be used as document for any other purpose/claim whatsoever, including ownership of land etc.

m. This NOCID has been assessed w.r.t Bangalore, BIAL, Hosur, Jakkur Airport(s). NOC has been issued w.r.t. the AAI aerodromes and other licensed civil aerodromes as listed in Schedule-III, Schedule-IV(Part-1), Schedule-IV(Part-2; RCS Airports Only) and Schedule-VII of GSR751(E).

n. Applicant needs to seek separate NOC from Defence, if the site lies within the jurisdiction of Defence Aerodromes as listed in Schedule-V of GSR751(E). As per Rule 13 of GSR751(E), applicants also need to seek NOC from the concerned State Govt. for sites which lies in the jurisdiction of unlicensed aerodromes as listed in Schedule-IV (Part-2; other than RCS airports) of GSR751(E).

o. In case of any discrepancy/interpretation of NOC letter, English version shall be valid.

p. In case of any dispute w.r.t site elevation and/or AGL height, top elevation in AMSL shall prevail.

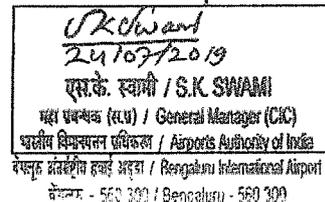
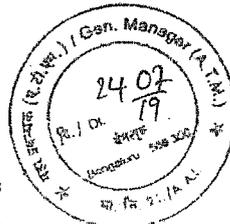
Chairman NOC Committee

Region Name: SOUTH

Address: General Manager(ATM), Airports
Authority Of India
Alpha, Kempegowda International
Airport, Bengaluru-560300

Email ID: vobl.noc@aai.aero

Contact No: 080-22019903



Name / Designation / Sign with Date	
Prepared By :	T. VAMSEE KRISHNA/AM (ATM) T.V.K. 24/07/2019
Verified By :	Pradeep Kumar K 24-07-2019 JGM (ATM-OPS)

महाप्रबंधक (समन्वय प्रभारी) वायु यातायात सेवाएं परिसर बंगलोर अंतर्राष्ट्रीय हवाई अड्डा देवनहल्ली, बंगलोर - 560300

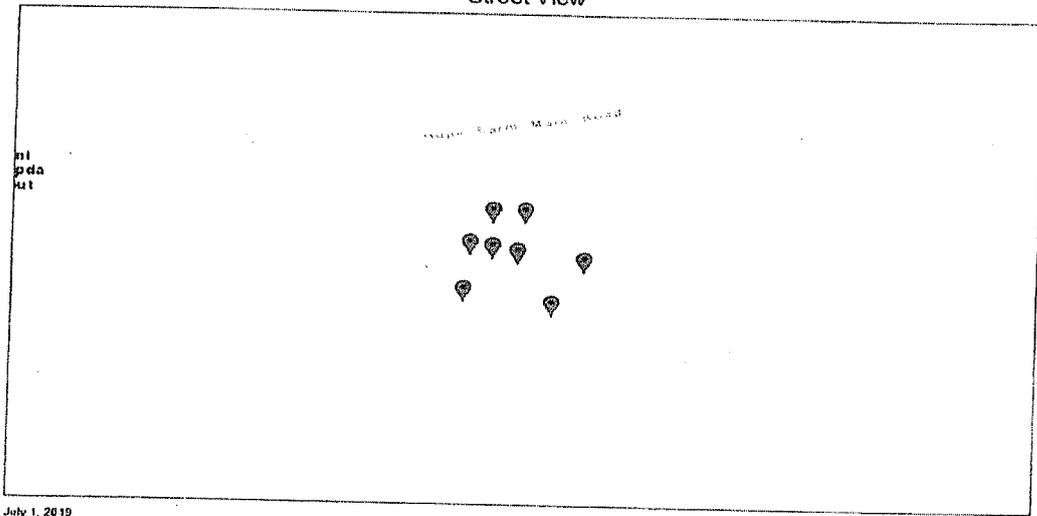
दूरभाष संख्या : 080-220 19903

General Manager(Coordination in charge), A.T.S. Complex, Bangalore International airport, Devenhalli, Begaluru-560300
Tel No:080-22019903

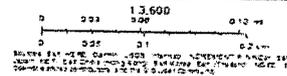
Distance From Nearest Airport And Bearing

Airport Name	Distance (Meters) from Nearest ARP	Bearing (Degree) from Nearest ARP
Bangalore	12291.43	73.59
BIAL	24988.46	162.13
Hosur	35382.52	1.36
Jakkur	21817.52	117.41
NOCID	BIAL/SOUTH/13/070119/411629	

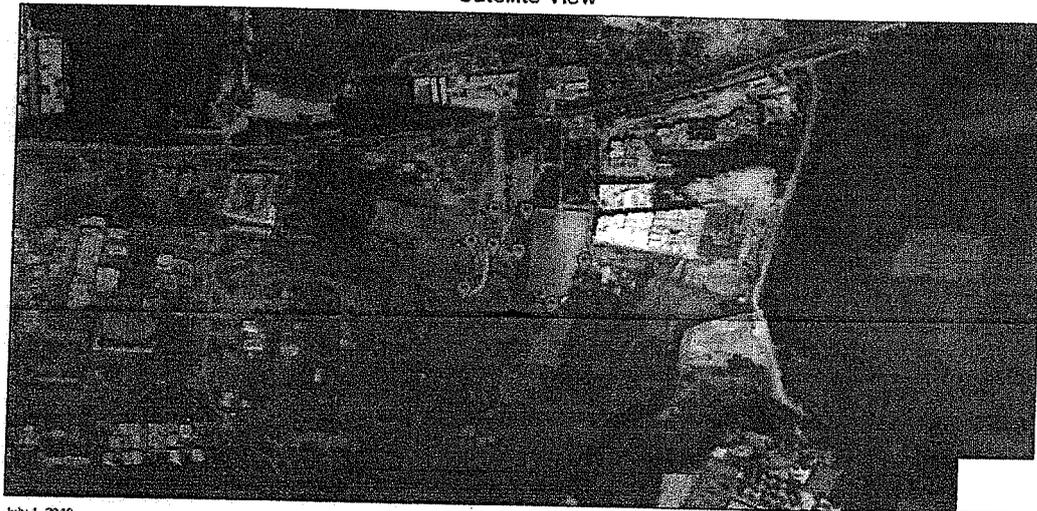
Street View



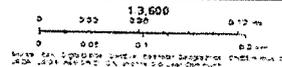
July 1, 2019



Satellite View



July 1, 2019



ANNEXURE - R 9



BRUHAT BENGALURU MAHANAGARA PALIKE

Licence Sl. No. BBMP/CC/4426/20-21

LP.No: BBMP/Addl.Dir/JDCENTRAL/0015/19-20

BUILDING LICENCE

The request of the Katha Holder/GPA Holder Sri / Sint / M/s. Mr. PALAKA SURESH, Managing Partner of M/s SURYA PROJECTS, GPA Holder for M. SHIVAPPA & OTHERS dated. 18 September, 2019 to issue licence / building plan approval for the construction of building at Property No./PID No. 1280/Sy.No.42,44/1,44/2, CHANNASANDRA VILLAGE, BIDARAHALLI HOBLI, BANGALORE EAST TALUK, Ward No: Ward - 083 (C), JDTP - Central Zone under the jurisdiction of Bruhat Bengaluru Mahanagara Palike has been accepted by the Commissioner, BBMP on Date. 22 December, 2020.

The prescribed fee for Building Plan Sanction as intimated vide demand notice dated. _ is remitted by the applicant amounting to Rs. 3480000 by Net Banking/Debit Card/Credit Card/Transaction No. BBMP/17544/CH/20-21 Dt:17 November, 2020 towards CANARA BANK, BBMP Branch A/C No. 8401132000014. Further Labour Cess Amount of Rs. 1000 is remitted by the applicant to the Building & other construction workers welfare board, through RTGS towards Canara Bank, Hombegowda Nagar A/C No:1371101079786

Approval for Building Plans is hereby accorded subject to the conditions annexed, for the construction of building/s detailed below in the Site Area 11,429.78 Sq.m.

Sl.no.	Building / Block Details	Building Use	Total No. of floors	Tenements	Height (m)	Total Built-up area (sq.m.)
1	A (RESIDENTIAL APARTMENT)	Residential	2Basement + 1Ground + 14	221	44.95	39075.12

Permission is hereby accorded under section 301 of KMC Act 1976 for the New (FRESH PLAN SANCTION) of Building and is subject to the conditions and sanctioned detailed plans annexed to this Licence. In case of failure to adhere / comply to sanction plans / conditions imposed, action will be initiated as per section 321 and 462 of KMC Act 1976. This License is valid for a period of two years from this day.

Enclosures. 1) Licence Conditions
2) Building Plans

To,
M/s, Sri Mr. PALAKA SURESH, Managing Partner of M/s SURYA PROJECTS, GPA Holder for M. SHIVAPPA & OTHERS
BEML LAYOUT, THUBARAHALLI, KARNATAKA No.439, 11th MAIN, 14th CROSS, BANGALORE 560066

ANNEXURE = R 10



ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಪರವಾನಗಿ ಕ್ರಮ ಸಂಖ್ಯೆ BBMP/CC/4426/20-21

ಎಲ್.ಪಿ.ಸಂಖ್ಯೆ : BBMP/Addl.

Dir/JDCENTRAL/0015/19-20

ಕಟ್ಟಡ ಪರವಾನಗಿ ಪತ್ರ

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ವ್ಯಾಪ್ತಿಯಲ್ಲಿರುವ JDTP - Central ವಲಯದಲ್ಲಿರುವ ವಾರ್ಡ್ ಸಂಖ್ಯೆ Ward - 083 (C) ರಲ್ಲಿರುವ ಅಸ್ತಿ ಸಂಖ್ಯೆ / ಪಿಎಡಿ ಸಂಖ್ಯೆ Ring III-Areas coming beyond the Outer Ring Road and within the LPA, 315-Whitefiled, 1280/Sy.No.42,44/1,44/2, CHANNASANDRA VILLAGE, BIDARAHALLI HOBLI, BANGALORE EAST TALUK ವಿಳಾಸದ ಸ್ಥತ್ತಿನ ಖಾತೆದಾರರಾದ / ಜಿ.ಪಿ.ಎ .ದಾರರಾದ Mr. PALAKA SURESH, Managing Partner of M/s SURYA PROJECTS, GPA Holder for M. SHIVAPPA & OTHERS ರವರು ಕಟ್ಟಡ ನಿರ್ಮಿಸಲು ದಿನಾಂಕ: 18 September, 2019 ರಂದು ಸಲ್ಲಿಸಿರುವ ಕಟ್ಟಡ ನಕ್ಷೆ ಮಂಜೂರಾತಿ ಕೋರಿಕೆಯು Commissioner. 'ವರಿಂದ ದಿನಾಂಕ: 22 December, 2020 ರಂದು ಅಂಗೀಕರಿಸಲ್ಪಟ್ಟಿರುತ್ತದೆ.

ತರುವಾಯ ಕಟ್ಟಡ ಪರವಾನಗಿ ನೀಡುವ ಸಂಬಂಧ ದಿನಾಂಕ __ರ ಪಾಲಿಕೆಯ ಸಮಸಂಖ್ಯೆ ಶುಲ್ಕ ಪಾವತಿ ತಿಳುವಳಿಕೆಯಂತೆ ವಿವಿಧ ಶುಲ್ಕಗಳ ಒಟ್ಟು ಮೊತ್ತ ರೂ. 3480000 ಗಳನ್ನು ಆನ್‌ಲೈನ್ / ಡೆಬಿಟ್‌ಕಾರ್ಡ್ / ಕ್ರೆಡಿಟ್‌ಕಾರ್ಡ್ ವಹಿವಾಟು ಸಂಖ್ಯೆ: BBMP/17544/CH/20-21 ದಿನಾಂಕ: 17 November, 2020 ರಂತೆ ಕೆನರಾ ಬ್ಯಾಂಕ್, ಬಿಬಿಎಂಪಿ ಶಾಖೆ ಖಾತಾ ಸಂಖ್ಯೆ: 8401132000014 ಗೆ ಅರ್ಜಿದಾರರಿಂದ ಸಂದಾಯ ಮಾಡಲ್ಪಟ್ಟಿರುತ್ತದೆ ಹಾಗೂ ಕಾರ್ಮಿಕರ ಕಲ್ಯಾಣ ನಿಧಿಯ ಕರವನ್ನು RTGS ಮುಕಾಂತರ ರೂ: 1000 ಗಳನ್ನು ಕಟ್ಟಡ ಮತ್ತು ಇತರೆ ನಿರ್ಮಾಣ ಕಾರ್ಮಿಕರ ಮಂಡಳಿ ರವರೆ ಕೆನರಾ ಬ್ಯಾಂಕ್, ಹೊಂಬೇಗೌಡ ನಗರ ಶಾಖೆ ಖಾತೆ ಸಂಖ್ಯೆ: 1371101079786 ಗೆ ಸಂದಾಯ ಮಾಡಲ್ಪಟ್ಟಿರುತ್ತದೆ.

ನಿವೇಶನದ ವಿಸ್ತೀರ್ಣ 11,429.78 ಚ.ಮೀ.

ಕ್ರ.ಸಂ.	ಕಟ್ಟಡದ / ಬ್ಲಾಕ್‌ಗಳ ವಿವರ	ಕಟ್ಟಡದ/ ಬ್ಲಾಕ್ ಉಪಯೋಗ	ಅಂತಸ್ತುಗಳು ವಿವರ	ಒಟ್ಟು ಘಟಕಗಳು	ಕಟ್ಟಡದ ಎತ್ತರ (ಮೀ.ಗಳಲ್ಲಿ)	ಕಟ್ಟಡದ ಒಟ್ಟು ನಿರ್ಮಾಣ ವಿಸ್ತೀರ್ಣ (ಚ.ಮೀ ಗಳಲ್ಲಿ)
1	A (RESIDENTIAL APARTMENT)	Residential	2Basement + 1Ground + 14	221	44.95	39075.12

ಮೇಲ್ಕಂಡಂತೆ ಕಟ್ಟಡ ನಿರ್ಮಿಸಲು ಇದರೊಂದಿಗೆ ನೀಡಿರುವ ಷರತ್ತುಗಳಿಗೆ ಒಳಪಡಿಸಿ ಕಟ್ಟಡ ನಿರ್ಮಾಣಕ್ಕೆ ನಕ್ಷೆ ಮಂಜೂರಾತಿಯೊಂದಿಗೆ ಪರವಾನಗಿ ನೀಡಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಮಹಾನಗರ ಪಾಲಿಕೆಗಳ ಕಾಯ್ದೆ 1976 ರ ಅಧಿನಿಯಮ 301 ರಲ್ಲಿ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರದಡಿ, New (FRESH PLAN SANCTION) ಮಾಡಲು ಈ ದಿನಾಂಕದಿಂದ ಎರಡು ವರ್ಷಗಳ ಅವಧಿಯ ಮಾನ್ಯತೆಗೆ ಒಳಪಡಿಸಿ, ಮಂಜೂರು ಮಾಡಿ ಅಡಕಗೊಳಿಸಿರುವ ಕಟ್ಟಡ ನಕ್ಷೆಗಳು ಮತ್ತು ಷರತ್ತುಗಳಿಗೆ ಒಳಪಡಿಸಿ ಕಟ್ಟಡ ಪರವಾನಗಿ ಮಂಜೂರು ಮಾಡಲ್ಪಟ್ಟಿದೆ. ಮಂಜೂರಾದ ನಕ್ಷೆಗಳ ಮತ್ತು ಯಾವುದೇ ಷರತ್ತುಗಳನ್ನು ಉಲ್ಲಂಘಿಸಿರುವುದು ಕಂಡು ಬಂದರೆ ಕರ್ನಾಟಕ ಮಹಾನಗರ ಪಾಲಿಕೆಗಳ ಕಾಯ್ದೆ 1976 ರ 321 & 462 ನೇ ವಿಧಿಗಳಂತೆ ಕ್ರಮ ಜರುಗಿಸಲಾಗುವುದು.

ಲಗತ್ತುಗಳು:- 1) ಮಂಜೂರಾತಿ ಷರತ್ತುಗಳು

2) ಕಟ್ಟಡ ನಕ್ಷೆಗಳು

Name : B MANJESH
Designation : Joint Director Town Planning (JDTP)
Organization : BRUHAT BANGALORE MAHANAGARA
PALIKE
Date : 22-Dec-2020 13: 37:16

ರವರಿಗೆ,

ಶ್ರೀ / ಶ್ರೀಮತಿ / ಮು

Mr. PALAKA SURESH, Managing Partner of M/s SURYA PROJECTS, GPA Holder for M. SHIVAPPA & OTHERS

ANNEXURE - R.11



Real Estate Regulatory Authority Karnataka

ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ ಕರ್ನಾಟಕ

FORM-C [See sub-rule (1) of rule 6] REGISTRATION CERTIFICATE OF PROJECT (COMPANY)

This registration is granted under section 5 of the Real Estate (Regulation & Development) Act, 2016 to the following project under project registration number PRMKA/RERA/1251/446/PR/210928/004305

Project Details: SURYA HUMMING BIRD, SY NOS 42, 44/1 AND 44/2, CHANNASANDRA VILLAGE
BIDDARAHALLI HOBLI, BANGALORE EAST TALUK, BENGALURU EAST, BENGALURU URBAN.

1. (Name of the Firm or society or company or competent authority)

SURYA PROJECTS

having its registered office or principal place of business at

NO.439 11TH MAIN 14TH CROSS

BEML LAYOUT THUBARAHALLI, BENGALURU URBAN, KARNATAKA - 560066

2. This registration is granted subject to the following conditions, namely:-

- (I) The promoter shall enter into an agreement for sale with the allottees as provided in Real Estate (Regulation & Development) Act, 2016 and Karnataka Real Estate (Regulation & Development) Rules, 2017;
- (II) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17 of Real Estate (Regulation & Development) Act, 2016;
- (III) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4 of the the Real Estate (Regulation & Development) Act, 2016;
- (IV) The registration shall be valid from 28-09-2021 and ending with 31-12-2025 unless renewed by the Real Estate Regulatory Authority in accordance with section 6 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 7 of Karnataka Real Estate (Regulation & Development) Rules, 2017. This certificate is valid till the ending date mentioned above;
- (V) The promoter shall comply with the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Karnataka Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder;
- (VI) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.

3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Real Estate (Regulation & Development) Act, 2016 and the Karnataka Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder.

Signature Not Verified

Digitally signed by
HANUMANALLI
CHAMIAH
KISHORE CHANDRA
Date: 2021.09.28
17:51:59 [S]
Location: Bengaluru



*Please scan the QR code to validate the authenticity of the certificate.

Digitally Signed By
Kishore Chandra H.C. IPS(Retd.)
Chairman, Karnataka Real Estate Regulatory Authority

Project Approval Date: 28-09-2021

ANNEXURE - R12

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BRI
11336
22-23

ಈ ದಸ್ತಾವೇಜು 40 ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 11336 2022-23 ಪುಟ ಸಂಖ್ಯೆ 1

INDENTURE OF MORTGAGE

(WITHOUT POSSESSION)

This INDENTURE OF MORTGAGE ("this Indenture") is made at the place and on the date as specified in Schedule I hereto.

BY

The Mortgagor details whereof is more particularly described in the Schedule I appended to this Indenture (hereinafter referred to as the "MORTGAGOR/ BORROWER"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns).

IN FAVOUR OF

The person more particularly described in the Schedule I (hereinafter called the "LENDER", or the "MORTGAGEE" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees, novatees and assigns).

Hereinafter the Mortgagor and the Lender or the Mortgagee shall, wherever the context permits, be jointly and collectively referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS: -

- The Mortgagor is the owner and as such is seized and possessed of or otherwise well and sufficiently entitled to the Mortgaged Properties (as defined hereinafter) as more particularly described in Schedule II hereunder written.
- At the request of the Borrower, the Lender has granted to the Borrower, credit facilities to the aggregate of Rs.30,00,00,000/- (Rupees Thirty Crores only) (hereinafter referred to as the "Existing Facility") on the terms, conditions and covenants contained in the loan agreement dated March 28, 2021 executed between the Lender and the Borrower (hereinafter referred to as "the Existing Facility Agreement").
- Pursuant to the Existing Facility Agreement, the Borrower has executed an indenture of mortgage dated April 26, 2021 registered vide 775/2021-22 before the office of sub-registrar Mahadevapura, Bangalore ("Existing Indenture") creating mortgage over one of its mortgaged properties in favour of the Lender securing the Existing Facility.
- At the request of the Borrower, the Lender has granted / agreed to grant additional facilities as is more particularly set out in Schedule I hereto ("Loan") to the Borrower in terms of (i) the Sanction Letter as specified in the Schedule I hereto as amended from time to time and duly accepted (hereinafter referred to as "Sanction Letter") and (ii) the Loan Agreement, as amended from time to time as specified in the Schedule I hereto and the (iii) Facility Document (as defined hereinafter and as amended from time to time);

For M/s. SURYA PROJECTS

Managing Partner

For HERO FINCORP LTD.

Authorized Signatory

Page 1 of 37



ವಸಾಹೇಜು ಸಂಖ್ಯೆ 11336 2022-23 ಬುಟ ಸಂಖ್ಯೆ 2 ✓

50



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S Surya Projects rep by Its Managing Partner Palakq Suresh , ಇವರು 510000.00
ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚೆಲನ್	510000.00	Challan No CR0223003000633762 Rs.510000/- dated 22/Feb/2023
ಒಟ್ಟು :	510000.00	

ಸ್ಥಳ : ಮಹದೇವಪುರ

ದಿನಾಂಕ : 22/02/2023

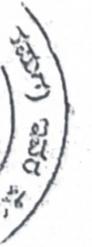
ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ಮಹದೇವಪುರ)

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ

ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

Designed and Developed by C- DAC Pune.



- E. One of the conditions on which the Lender has agreed to extend the Loan is that the Loan, shall be payable on the Due Dates as specified in the Facility Documents together with the interest being the interest at the rate as applicable from time to time on the Loan as per the terms of the Facility Documents and all costs, Charges and expenses etc. including Default Interest, Additional Interest and any other expenses incurred by the Lender by reason of any default from the date of demand till payment and/or realization together with compound interest, liquidated damages, premia on prepayment or on redemption, costs, charges, expenses and all other monies payable under the Loan (hereinafter collectively referred to as the "Mortgage Debt") shall be, secured by the creation of mortgage over the Mortgaged Properties.
- F. To secure the repayment of the Mortgage Debt, the Mortgagor has agreed to create a security by way of legal mortgage on the Mortgaged Properties in favour of the Lender in the manner hereinafter appearing.
- G. In pursuance of the above, the Lender has called upon the Mortgagor to execute these presents, which the Mortgagor has agreed to do so in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH: -

ARTICLE 1

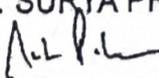
DEFINITIONS AND INTERPRETATIONS: -

Unless otherwise defined, capitalised terms in this Indenture, shall have the meanings given to them in the Loan Agreement.

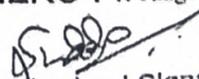
In this Indenture, unless the context otherwise requires: -

- (a) Clause headings used are for ease of reference only and in no way define, limit, extend or describe the scope of this Indenture or any provisions hereof.
- (b) References to the singular shall include references to the plural and vice-versa.
- (c) References to Sections, Clauses, Schedules and Exhibits will be reference to Sections, Clauses, Schedules and Exhibits to this Indenture.
- (d) Any reference herein to a statutory provision shall include such provision, as in force from time to time as amended or re-enacted from time to time.
- (e) The Schedules, Recitals and Annexure shall form an integral part of this Indenture.
- (f) References to "persons" shall include references to individuals, partnerships, trusts, bodies corporate, associations, governments and governmental and local authorities and agencies, as the case may be.
- (g) The term "include", "including" and grammatical variations thereof shall be construed without limitation.
- (h) Any reference to any laws, shall include all applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government body, statutory authority, tribunal, board or court, as may be applicable.

For M/s. SURYA PROJECTS


Managing Partner

For HERO FINCORP LTD.

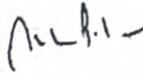

Authorized Signatory

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ P-12687 ವಸೂಲಿ ಸಂಖ್ಯೆ 11336 2022-23 ಮುಖ್ಯ ಸಂಖ್ಯೆ

ಮಹದೇವಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 22-02-2023 ರಂದು 01:59:24 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

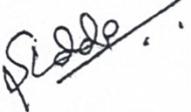
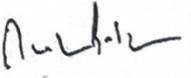
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಕ್ಕೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	25000.00
2	ಸೇವಾ ಶುಲ್ಕ	2000.00
3	ಇತರೆ	10.00
	ಒಟ್ಟು :	27010.00

ಶ್ರೀ M/S Surya Projects rep by Its Managing Partner Palaka Suresh ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S Surya Projects rep by Its Managing Partner Palaka Suresh			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಸಹಿ ರಹಸ್ಯಾಕಾರ
ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	Hero Fincorp Limited rep by Its Authorised Signatory Siddesh Kumar . ದಿನ್ S/o Nagendrappa (ಬರೆದುಕೊಂಡವರು)			
2	M/S Surya Projects rep by Its Managing Partner Palaka Suresh . (ಬರೆದುಕೊಂಡವರು)			

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಸಹಿ ರಹಸ್ಯಾಕಾರ
ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.



- (i) Any expression not defined in this Indenture but defined in the Loan Agreement shall have the meaning assigned to it in that Agreement and if not defined in the Loan Agreement and other Facility Documents, shall have the meaning contained in the General Clauses Act, 1897.
- (j) Clause headings used are for ease of reference only and in no way define, limit, extend or describe the scope of this Indenture or any provisions hereof.

Definitions:-

In this Indenture:

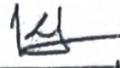
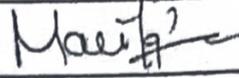
- (a) "Accounts" shall mean and include the one or more escrow and escrow Accounts opened with the Escrow Agent, in accordance with the Escrow Agreement;
- (b) "Escrow Agreement" shall mean the escrow agreement to be entered into between the Borrower, the Lender, and the Escrow Agent pursuant to the Facility Documents.
- (c) "Escrow Agent" shall mean the person appointed as such in and pursuant to the Escrow Agreement to operate the Escrow Account in accordance with the Escrow Agreement.
- (d) "Facility Documents" means this Indenture, the Loan Agreement, Escrow Agreement, Security Documents, agreements, instruments, undertakings, deeds, writings and other documents executed or entered into, or to be executed or entered into by the Borrower and / or any other person in relation to or pertaining to the transactions contemplated by, or under this Agreement as amended from time to time and such other documents as may be assigned by the Lender(s) from time to time;
- (e) "Indenture" shall mean this Indenture of Mortgage.
- (f) "Loan" shall have the meaning ascribed to the term in Recital B.
- (g) "Mortgaged Debt" shall have the meaning ascribed to terms in Recital C.
- (h) "Mortgaged Property" means one or more or all of the properties identified in Schedule II to this Indenture.
- (i) "Project" shall mean Project "Surya Humming Bird" duly constructed on the Project Land, with residential- having 221 units with saleable area of approximately 3,12,189 sq. ft.
- (j) "Project Land" shall mean all that piece and parcel of the land underneath the Project as detailed in Part B of Schedule II.
- (k) "Rupees" and the sign of "Rs." shall mean the lawful currency of India.

For M/s. SURYA PROJECTS


Managing Partner

For HERO FINCORP LTD.


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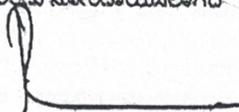
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Kanthesh Reddy K K Veni Plaza, B N Pura Bangalore	
2	Malikarjuna K K Veni Plaza, B N Pura Bangalore	

ಸಹಿ ರಚಿಸ್ವಾರ
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

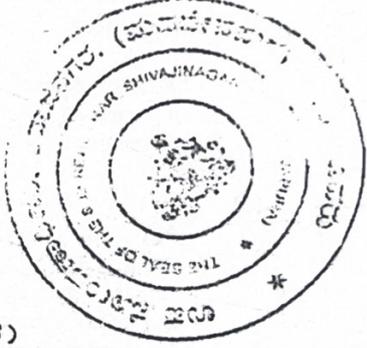
Designed and Developed by C-DAC, ACTS, Pune



1 ನೇ ವ್ಯವಹಾರ ದಾಖಲೆ
ನಂಬರ MDP-1-11336-2022-23 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ MDPD1311 ನೇ ಧರಲ್ಲಿ
ದಿನಾಂಕ 23-02-2023 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಮಹದೇವಪುರ)



Designed and Developed by C-DAC, ACTS, Pune

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

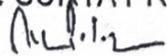


- (l) "Security" or "Security Interest" shall mean any mortgage, hypothecation, charge, pledge, assignment, lien of any kind and any interest in the nature of security or undertaking including any preferential arrangement, including without limitation, any agreement to give same effect as any of the foregoing, any conditional sale or other title retention agreement or any escrow arrangement in relation to any asset or any lease in the nature thereof and any designation of loss payees or beneficiaries or any similar arrangement under any insurance policies.
- (m) "Security Documents" shall, as required by the context, mean the mortgage deed, the deed of guarantees, pledge agreement(s), deed of hypothecation and all such other documents in the opinion of Lender which may be required for creating and perfecting the Security in favour of the Lender and in such form and manner as may be accepted by the Lender;

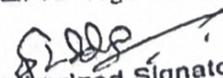
ARTICLE 2

- 2.1 **Covenant to Pay:** Pursuant to the Facility Documents and in consideration of the Lender agreeing to lend and advance the Loan under the Facility Documents, the Borrower covenants and agrees with the Lender that the Borrower shall comply with the terms and conditions of the sanctioned terms, Facility Documents and shall irrevocably and unconditionally discharge and repay the Mortgage Debt in accordance with the sanctioned terms, this Indenture and the Facility Documents.
- 2.2 **Charge / Mortgage:** In consideration of the grant of the Loan by the Lender to the Borrower and in consideration of the covenants given by the Borrower to the Lender, under the Facility Documents, as well as based on the representations made by the Mortgagor to the Lender as stated herein above in the recitals, to secure the repayment on the Due Dates or on such earlier date as demanded by the Lender on the terms of the Facility Documents whereby the Lender would not be in position to continue with the same and in consideration of the covenants given by the Mortgagor to the Lender under these presents, the Mortgagor doth hereby assures, grants, assigns, transfers and creates unto the Lender, first ranking mortgage overall undivided shares in the identified unsold units (as more particularly stated in the Annexure-A of Part A Schedule II to this Indenture) along with undivided share in the Project Land (as more particularly stated in the Part A Schedule II to this Indenture) along with the overall undivided shares in the identified unsold units (as more particularly stated in the Annexure-B of Part B Schedule II to this Indenture) along with undivided share in the Project Land (as more particularly stated in the Part B Schedule II to this Indenture) and all its right, title and interest over the Mortgaged Properties TOGETHER WITH all its rights, liberties, privileges, easements, fixtures, advantages and appurtenances whatsoever to the Mortgaged Properties or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto TO HAVE AND TO HOLD all and singular the Mortgaged Properties unto and to the use of the Lender subject to the power and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned.
- 2.3 The Mortgagor shall ensure that at no time the security cover in respect of the said Mortgaged Properties, shall fall below the ratio as mentioned in Facility Documents. The Mortgagor shall provide to the Lender an appropriate certificate to the said effect. The Mortgagor shall repeat such certificates at such frequencies as the Lender may require.

For M/s. SURYA PROJECTS

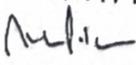

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For HERO FINCORP LTD.


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- 2.4 If the Lender is of the opinion that any time during the subsistence of these presents, the Mortgaged Properties provided by the Mortgagor for the Loan has become inadequate, then upon the Lender advising the Mortgagor to that effect in pursuance of instruction given by the Lender, the Mortgagor shall provide and furnish to the Lender to their satisfaction additional / collateral security as may be acceptable to the Lender to cover such deficiency within such time period as may be prescribed by the Lender in this regard.
- 2.5 Any structures, which shall from time to time during the continuance of this Security be erected or be in or upon the said Mortgaged Properties or any part thereof which may be comprised in the Security in favour of the Lender or fixed or attached thereto and used or intended to be used in connection with the business of the Mortgagor/s, whether in substitution or replacement of or in addition to any structures, fixtures, fittings and things now standing or being fixed or attached or used, shall be automatically included in the Security created by these presents and without any act or action by the Mortgagors and become and be part of the said Mortgaged Property.
- 2.6 **Continuing Security:** The Security created by or pursuant to this Indenture is a continuing security and shall remain in full force and effect, notwithstanding the insolvency or liquidation or incapacity or change in constitution or status of the Mortgagor/s, any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Mortgage Debt in accordance with the Facility Documents and is in addition and without prejudice, to any other security, lien, indemnity or other right or remedy which the Lender may now or hereafter hold for the Mortgage Debt or any part thereof. This Security may be enforced without first having recourse to any other rights of the Lender against the Borrower or any other person, or may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the Mortgage Debt.
- 2.7 **Other Security:** This Security is in addition to and shall neither be merged in, nor in any way excluded or prejudiced, or be affected by any other Security Interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this Security hold or have) as regards the Borrower or any other person in respect of the Mortgage Debt.
- 2.8 **Cumulative Powers:** The powers which this Indenture confers on the Lender and any receiver appointed hereunder is cumulative, without prejudice to their respective powers under the general law and Security Documents and Facility Documents, and may be exercised as often as the Lender or the receiver thinks appropriate in accordance with this Indenture. The Lender or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Mortgagor/s acknowledge/s that the respective powers of the Lender and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.
- 2.9 **Avoidance of Payments:** If any amount paid by the Borrower in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purpose of this Indenture such amount shall not be considered to have been paid.
- 2.10 The mortgage-created hereunder shall extend to and include all profits and accretions accruing to the Mortgage Properties.

For M/s. SURYA PROJECTS


Managing Partner

For HERO FINCORP LTD.


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ARTICLE 3

RIGHT OF REDEMPTION

3.1 If the Borrower shall duly pay to the Lender the Mortgage Debt as defined under Recital 3 herein above, on the Due Date, then and in such case the Lender shall at any time thereafter, upon the request and at the costs (including the stamp duty and registration charges) of the Mortgagor re-grant, re-assure, and release unto the Mortgagor, all and singular the Mortgaged Properties expressed to be hereby granted, assured, assigned or charged or any other assets which may be comprised in these presents unto the Mortgagor or the nominees of the Mortgagor as the Mortgagor shall direct. Provided also and it is hereby agreed and declared that if the Mortgagor shall fail to pay to the Lender the Mortgage Debt or any part thereof in the manner provided herein on the Due Date, then and in that event, the said Mortgaged Properties hereby granted, assured, assigned and charged or expressed so to be shall not be redeemed or be redeemable by the Mortgagor or any other person or persons interested in the equity of redemption thereof at any time thereafter.

During the tenor of the Mortgage Debt, the Mortgagor/s may request the Lender to release in part or full the said Mortgaged Properties.

3.3 The Mortgagor hereby agrees and confirms that in case any part or unit out of the Mortgaged Properties, which is encumbered or already agreed to sale, which becomes subsequent to this present sale and absolute property of the Mortgagor for reason of removal of such encumbrance or cancellation of the sale transaction or for any reason whatsoever at any time such part or that unit shall be automatically considered as charged and Mortgaged Properties to secure the Mortgage Debt and Mortgagor shall not transfer or alienate such part or unit of the Mortgaged Properties, without prior written permission or no objection certificate ("NOC") of the Lender.

3.4 The Mortgagor hereby declares and confirms that in case Lender has granted any permission or NOC for transferring/selling or to agree for sale to the Mortgagor with or without any condition and at any-time if it is found that the Mortgagor or the person referred into such permission or no objection certificate has not complied with any such condition, the permission or the NOC granted by the Lender shall be considered as void ab initio and the Mortgagor or the person referred therein, shall not be entitled to raise any objection, claim or compensation from the Lender.

3.5 The Mortgagor also confirms and agrees that in case the sale/transfer transaction of any part or unit for which the permission or NOC has been granted and the sale/transfer of such part or unit of the Mortgaged Properties is getting cancelled or terminated for any reason, such part or unit shall automatically become part of the Mortgaged Property and the Mortgagor shall not be entitled to sale/transfer of such part or unit without obtaining again permission or NOC of the Lender who shall issue the NOC after written confirmation from Lender. Any amount already received or deposited into any account opened under the terms of the Loan, shall not be returned and the Mortgagor shall make arrangement from their own sources to refund/return any such amount to the person from whom earlier the permission or NOC was granted by the Lender.

For M/s. SURYA PROJECTS

Aradhya
Managing Partner

For HERO FINCORP LTD.

P. S. Rao
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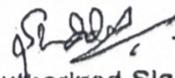
ARTICLE 4

COVENANTS

- 4.1 The Mortgagor doth hereby covenant/s to the Lender that the Mortgagor shall ensure that the Borrower repay the Mortgaged Debt to the Lender within the term and in accordance with this Indenture and the Facility Documents.
- 4.2 The Mortgagor doth hereby covenant/s that if any default takes place in payment of any amounts due under the Mortgaged Debt hereby reserved or any part thereof at the respective Due Dates, then and in every such case the unpaid amount shall be added to the Mortgaged Debt for the time being then due and shall henceforth carry Default Interest at the rate as mentioned in Schedule I from the date of such default till the date of actual payment thereof. That the aforesaid provisions shall not in any way be deemed to authorise the Borrower / Mortgagor to refuse to pay any interest or allow any interest to fall in arrears unless permitted to do so by the Lender or shall not in anyway interfere with or prejudice limit or affect the powers of sale under Section 69 of the Transfer of Property Act, 1882 or under these Indenture or any other powers or remedies for securing and enforcing payment of the Mortgaged Debt hereinafter contained.
- 4.3 The Mortgagor agrees, undertakes and covenants to the Lender, to comply with and perform all the terms and conditions of this Indenture, the Facility Documents and such other Security Documents from time to time to which the Mortgagor shall be a party.
- 4.4 The Mortgagor covenant/s with the Lender that the Mortgagor and / or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the said Mortgaged Property or any of them or any part thereof respectively, shall and will from time to time and at all times at the cost of the Mortgagor shall execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the said Mortgaged Property unto and to the use of Lender as shall be reasonably required by the Lender.
- 4.5 The Mortgagor will at all times during the continuance of these presents and the Security hereby created pay all rents, rates, Cess, taxes, revenues and assessments, present as well as future and all dues, duties and outgoings whatsoever payable in respect of the said Mortgaged Properties, to the extent applicable and any future assets that may be comprised in these presents immediately upon the same having become due and will keep the same and every part thereof in a good and substantial state of repair and working order and also keep the same insured in and upto the replacement value thereof as approved by the Lender (including surveyors' and architects' fees), the said Mortgaged Property, to the extent applicable, in the joint names of the Mortgagor and the Lender, against loss or damage by fire, theft, cyclone, tempest flood, typhoon, hurricane lighting, explosion, earth quake and storm or other civil commotion or revolution, flood, marine risk, erection risk, and such other risks as may be specified by the Lender from time to time and in a manner and on the basis satisfactory to the Lender and shall duly pay all premia and other sums payable for that purpose with an insurance company or companies approved by the Lender and the Mortgagor respectively shall duly pay all premia and other sums payable for that purpose and/or for renewal of such insurance and shall deliver to and leave with the Lender all policies or such insurance and all receipts or premia therefore and all the moneys to be received under such policies shall be upon trust for better securing to the Lender the payment of the Mortgaged

For M/s. SURYA PROJECTS
A. S. S.
Managing Partner

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For HERO FINCORP LTD.


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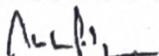
Debt or any part thereof hereby secured and subject thereto in trust for the Mortgagor. In case the Mortgagor neglect to keep all and singular the said Mortgaged Properties, to the extent applicable or any part thereof in good and substantial repair and working order or to pay the rents, rates, Cess, taxes, revenues, assessments outgoing, dues and duties as aforesaid or to insure the same as aforesaid or to effect or keep up such insurance as aforesaid or pay the renewal premia therefore in the manner aforesaid it shall be lawful for but not obligatory upon the Lender to repair and keep in good and substantial repair and condition and working order the said Mortgaged Properties or any part thereof and pay any such rents, rates, Cess, revenue and assessments, outgoing, dues and duties and insure and keep insured all and singular the said Mortgaged Properties respectively on the basis of their replacement cost or such other basis satisfactory to the Lender and for such time as the Lender shall think fit and proper, to pay the renewal premia therefore on such repair. The payment of such rents, rates, Cess, taxes, revenues and assessment and making and continuing of such insurance by the Lender as aforesaid and the payment of renewal premia therefore shall also constitute part of Mortgaged Debt and be secured by these presents and further all sums of moneys received under or by virtue of any such insurance aforesaid shall at the option of the Lender either be forthwith applied to the extent of the moneys received in or towards substantially rebuilding, reinstating and repairing the Said Mortgaged Properties or any of them or any part thereof or in or towards the payment of the Mortgaged Debt or any part thereof due under the security of these presents. Mortgagor shall be absolutely and unconditionally liable to reimburse the same along with Default Interest from the date of payment of such costs, expenses paid by the Lender till the date of payment from the Mortgagor to the Lender.

4.6 The Mortgagor shall not create any further charges, hypothecation, Encumbrances, mortgages in any manner whatsoever without the prior written consent of the Lender and shall not do any act which would prejudice the said Mortgaged Properties in any manner whatsoever.

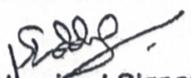
4.7 The Mortgagor or any of them respectively shall permit the Lender and its representatives and agents, either alone or with workmen, and other from time to time and at all reasonable times to enter into and upon the said Mortgaged Properties and any future assets that may be comprised in these presents and to inspect the same and if in any such inspection it appears to the Lender that the Mortgaged Properties or any future assets that may be comprised in these presents, to the extent applicable, require any replacements, the Lender shall give notice thereof to the Mortgagors calling upon the Mortgagors, as the case may be to repair or replace the same and upon the Mortgagor's failure to take steps to do so within one month of the date of the notice it shall be lawful for the Lender to repair or replace the same or any part thereof at the expenses in all respects of the Mortgagors and such expenses together with interest thereon shall be payable by the Mortgagor on demand and until payment of the same shall be secured by these presents and form part of the Mortgaged Debt and carry interest at the rate stipulated in the Facility Documents.

4.8 The Mortgagor shall promptly inform the Lender of any occurrence or likely occurrence of any event of which it becomes aware which might adversely affect the Mortgagor/s or affect their ability to perform their obligations under this Indenture or the Facility Documents or likely to affect the said Mortgaged Properties including but not limited to the following;

For M/s. SURYA PROJECTS


Managing Partner

For HERO FINCORP LTD.

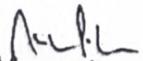

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- 4.8.1 of any material litigation, arbitration or other proceedings which affect the Mortgagor/s or the said Mortgaged Properties or any part thereof forthwith upon such proceedings being instituted or threatened;
- 4.8.2 any material damage to the said Mortgaged Properties or any part thereof for any reason whatsoever;
- 4.8.3 any industrial action taken against the Mortgagors or any labour disputes, strikes, close-outs, any steps taken by authorities for recovery of statutory dues from the Mortgagors;
- 4.8.4 of any change taking place in the ownership or control of the Mortgagor/s whereby the effective beneficial ownership or control of the Mortgagor/s will change or any change in the management of the Mortgagor/s; and
- 4.8.5 the occurrence of any Event of Default or Potential Event of Default under this Indenture or under the Facility Documents and of the steps being taken to remedy the same and will, from time to time, if so requested by the Lender, confirm to the Lender in writing that save as otherwise stated in such confirmation, no default has occurred and is continuing.

4.9 Covenants not to deal with or dispose off the Mortgaged Properties

- 4.9.1 Subject to the provisions of Clause 4.9.2 below, the Mortgagor hereby covenant/s with the Lender that so long as the Mortgage Debt or any part thereof remains unpaid, the Mortgagor/s shall not deal with or dispose off any interest in any of the Mortgaged Properties or any part thereof except with the prior permission or non-objection certificate in writing of the Lender and shall hold the same unto and to the use absolutely for the benefit of the Lender and subject to the powers and provisions herein declared and contained and concerning the same. For the purposes of this Clause 4.9 "dispose off any interest" shall include (i) creation of any encumbrance in respect of any Mortgaged Properties ranking, in priority or equally and having paripassu status with the security created herein; or (ii) selling through transferring, agreeing to transfer or attempt to giving on leasehold basis or tenancy, licence or any occupancy any of the units/flats/premises comprising the Mortgaged Property, through any document including but not limited to agreement, agreement to sale, sale agreement, allotment letter, memorandum of understanding, sale deed, conveyance deed, lease deed, licence agreement or any document whatsoever.
- 4.9.2 The Mortgagor/s may give on sale/leasehold/licence basis any or all of the flats/units/premises comprised in the Mortgaged Properties, only with the prior written consent of the Lender (including consent in relation to the terms of the lease/license such as rentals, security, terms of payment etc.) wherein the Lender shall be entitled to demand any income, receivables or compensation to be deposited in any specific bank account or relevant Account to be used towards the repayment on the Loan in any manner and proportion. It is further clarified that notwithstanding the provisions of this clause 4.9.2 the Mortgagors shall at all times ensure that the security cover is maintained during the entire tenure of the Loan as per Facility Documents.

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- 4.9.3 The Mortgagor/s further covenant/s and agree/s that in respect of all the units agreed to be built and sold in the Mortgaged Properties, for which the Mortgagor/s might have entered into any documentation with the unit purchasers, the Mortgagor/s shall ensure to inform all such buyers about creation of mortgage by the Mortgagor/s and shall make an irrevocable arrangement to or cause to deposit all the amounts payable in future by such unit purchasers into the bank accounts as may be directed by the Lender from time to time and the Mortgagor/s further agree and confirm that in case of default in repayment of the Mortgage Debt in full or in part and enforcement of the security created herein, the Lender or its nominees shall assume and be entitled to do all activities and have all rights and obligations of the Mortgagor/s under such document executed by the Mortgagor/s with such unit purchasers and the Mortgagor/s confirm/s and declare/s that the Mortgagor/s have incorporated such covenants in the existing documents or shall ensure execution of such covenants with the unit purchasers to be executed after the date of this presents.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE MORTGAGOR/S:

- 5.1 The Borrower has made the representations and warranties set forth in the Facility Documents, which are incorporated herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein. Further, the Mortgagor hereby represent and warrant as under:
- The Mortgagor acknowledges and accepts that the Lender has agreed to enter into this Indenture on the basis of and in full reliance on the representations and warranties by the Borrower in the Facility Documents and the Mortgagor/s under this Indenture.
 - The Mortgagor hereby represent and warrant to the Lender that the said Mortgaged Property is free and clear from any Encumbrance and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, titles, charges and encumbrances whatsoever made, executed, occasioned or suffered by the Mortgagor or any other person or persons lawfully claiming or to claim by, from, under, or in trust for the Mortgagor.
 - The Mortgagor hereby represent/s and warrant/s to the Lender that the Mortgagor and all persons having or lawfully claiming any estate or interest in the said Mortgaged Property or any of them or any part thereof shall and will from time to time and at all times hereafter upon the request of the Lender and at the costs, during the continuance of this Security, of the Mortgagor/s and afterwards, of the person requiring the same, do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further and more perfectly assuring the said Mortgaged Property or any part thereof unto and to the use of the Lender in such manner aforesaid as shall or may be reasonably required.
 - That the Mortgagor shall from time to time and at all times during the continuance of this Security and whether the Lender shall have taken possession of the said Mortgaged Property (as defined in Schedule II hereunder) under the power herein before reserved to it or not, keep the said Mortgaged Property hereby granted and assigned or expressed so to be in

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and condition and shall pay all the Government and Municipal Revenue, ground taxes, rates, rents and taxes, assessments, dues and duties and all charges of a public nature including those (if any) in arrears payable in regard of the said Mortgaged Property

- 1) That in the event of any damage happening to the said Mortgaged Property or any part thereof hereby granted and assigned respectively or expressed to be by fire, flood, tempest, earthquake, lightning, rain, riot or otherwise howsoever at any time or times after the execution hereof or in any event that shall happen to it, in the opinion of the Lender to materially impair the Security hereby created or if the Mortgagee is ordered to be wound up or if interest shall be in arrears and remains unpaid for one month after becoming due or if any default shall be committed by the Mortgagee in the performance of any of the covenants herein contained and on the part of the Mortgagee to be observed and performed and not remedied by the Lender or if a trustee is appointed or execution is levied within twenty one days or a receiver be appointed thereon and is not discharged within twenty one days from and in any of the aforesaid cases, notwithstanding anything herein contained to the contrary, the whole of the Mortgage Debt shall at the option of the Lender become immediately payable as if the term had elapsed and the Security hereby constituted shall, at the option of the Lender, become immediately enforceable and in such case all such rights and remedies shall be available to the Lender as would be available to it under the terms of these presents or by law upon default being made in payment of the principal money and interest hereby secured.
- 2) The Mortgagee hereby represents to the Lender that the Mortgagor has obtained all permissions/approvals necessary or required on the part of the Mortgagor to execute and empower the Mortgagor to enter into and perform under these presents. The execution and delivery by the Mortgagor's have been duly authorized by all requisite action.
- 3) The Mortgagee represents that the execution and the performance by the Mortgagor of these presents and the Agreements and any other document related hereto do not and will not violate in any respect (a) any law, regulation, judgment, decree or order of any Authority, (b) any agreement, contract or other undertaking to which the Mortgagor is a party or which is binding on the Mortgagor or any of its assets;
- 4) The terms, conditions, covenants and other representations made by the Mortgagor/Mortgagee under the Loan Agreement shall be applicable to this Indenture and shall form part of this Indenture and continue to remain binding and in full force and effect;
- 5) The Mortgagor is not in material breach of or in material default under any agreement to which it is a party or which it binding on it or any of the assets to, an extent or in a manner which might cause or lead to any Material Adverse Effect;
- 6) There are no outstanding litigations in respect of the Mortgaged Properties and the Security created herein is not subject of any litigation.

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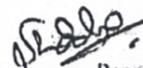
- k) There are no amounts payable by the Mortgagor(as an assessee) under the Income Tax Act, 1961 or outstanding claims / demands made against it / them nor any income tax proceedings pending against it , under the Income Tax Act, 1961 and accordingly, it do not require the permission / certificate from the Assessing Officer under Section 281 of the Income Tax Act, 1961 for the creation of mortgage over its Mortgaged Properties in favour of the Lender as a security for the Mortgage Debt

ARTICLE 6

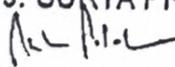
EVENTS OF DEFAULT

- 6.1 On the happening of one or more of the events specified as "Events of Default" under the Loan Agreement or the Facility Documents as mentioned in this Indenture if not cured at the end of the cure period, if any, specified thereof, (hereinafter called "the Event(s) of Default" or "Trigger Events"), the Lender, without any obligation to issue notice to this effect be entitled at its sole discretion to exercise any or all of the right(s) and remedies as provided in the Facility Documents: -
- (a) If any representations, covenants, undertaking conditions or statements or particulars made in the Indenture is found to be incorrect or the Borrower commits or threatens to commit any breach or default in performance or observance of these presents or fails to keep or perform any of the terms or provisions of any other agreement between the Lender and Borrower in respect of the said Loan;
 - (b) If default shall be made by the Borrower in repayment of the Mortgage Debt on the Due Date or on demand as per the terms of the Facility Documents;
 - (c) If default has been committed by the Borrower in payment of the principal or interest or in the payment of any other amount under these presents as and when the same is due;
 - (d) Any information given by the Borrower/ Mortgagor/s in their reports and other information furnished by the Borrower / Mortgagor/s and the representations and warranties given/ deemed to have been given by the Borrower / Mortgagor/s to the Lender is misleading or incorrect in any respect;
 - (e) If the Borrower / Mortgagor/s cease/s or threaten/s to cease to carry on its business or gives notice of its intention to do so;
 - (f) If any petition in bankruptcy of by, or against the Mortgagor/s is filed or any petition for winding up of the Mortgagor/s is filed.
 - (g) If in the opinion of the Lender, the Security created hereby is in jeopardy.
 - (h) If it is certified by a firm of accountants appointed by the Lender (which the Lender is entitled and hereby authorised to so appoint at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss;

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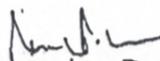

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- (i) If the Mortgagors, without prior written consent of the Lender, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the said Mortgaged Properties or any part thereof, except for securing any other obligations of the Mortgagors to the Lender;
- (j) If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardises or is likely to prejudice, impair, imperil or jeopardise any other security given by the Borrower / Mortgagor/s or any part thereof;
- (k) If any circumstance or event occurs which in the opinion of the Lender, would or is likely to prejudicially or adversely affect in any manner the ability/ capacity of the Borrower / Mortgagor/s to perform or comply with its obligations to thereunder and/or to repay the said Loan or any part thereof;
- (l) If the said Loan is utilised for any purpose other than for the purpose for which it is sanctioned by the Lender;
- (m) If any change in the constitution or management or majority of Partners without previous written notice to the Lender or the management ceases to enjoy the confidence of the Lender the reply of which will not be withheld unreasonably;
- (n) If the Borrower / Mortgagor defaults in the performance of any of the covenants, conditions under the Facility Documents or any other agreement between the Borrower / Mortgagor and the Lender in relation to the Loan;
- (o) If the Borrower / Mortgagor is unable generally to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to general readjustment or rescheduling, in the light of financial difficulties or in contemplation of any default, Event of Default or Potential Event of Default under any agreement relating to the same (howsoever described), of any indebtedness, or makes a general assignment for the benefit of or composition with its creditors or admits or is ordered to pay any liability and such liability is not paid when due (Provided that for the avoidance of doubt any reference in this sub-clause to any indebtedness shall not include any indebtedness which is being disputed and in respect of which no court order has been made against the Borrower / Mortgagor/s to pay such indebtedness);
- (p) If the Borrower/ Mortgagor/s is/are unable to pay its debts within the meaning of the Act or if a liquidator, or receiver is appointed in respect of the Mortgaged Properties or the Borrower / Mortgagor/s goes into liquidation for the purpose of amalgamation or reconstruction, except with prior written approval of the Lender or if the Borrower / Mortgagor/s is carrying on business at a loss and it appears to the Lender that continuation of its business will endanger the Security hereby created;
- (q) If any default is made by the Borrower under any other agreement between the Borrower and any other bank or financial institution or any other agreement of indebtedness of the Borrower or the performance of any covenant, term or undertaking thereunder, or any indebtedness of the Borrower is not paid when due or any creditor of the Borrower becomes

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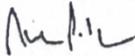
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entitled to declare any such indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity given by the Borrower is not honoured when due and called upon to do so;

- (r) If the Properties given as security depreciates in value to such an extent that in the opinion of the Lender further security to the satisfaction of the Lender should be given and such security is not furnished within such time period as may be prescribed by the Lender;
- (s) If the Borrower fails to furnish information/documents as required by the Lender in terms of this Agreement from time to time pertaining to the Project in the form prescribed/ approved by the Lender;
- (t) If the Borrower / Mortgagor/s take/s any action or any legal proceedings are initiated or other steps taken for (i) the Borrower / Mortgagor/s to be adjudicated or found insolvent or bankrupt, (ii) the winding-up or dissolution of the Borrower / Mortgagor/s or (iii) the appointment of a liquidator, administrator, trustee or receiver or similar officer for the Borrower / Mortgagor/s or the whole or any part of its undertaking, assets and properties;
- (u) If there occurs any event which in the opinion of the Lender is prejudicial to the interest of the Lender or in the sole opinion of the Lender is likely to materially affect the financial condition of the Borrower / Mortgagor/s or its ability to perform all or any of its obligations under this Agreement and to comply with any of the terms or conditions of this Agreement;
- (v) If an insolvency notice or a winding-up notice is served on the Borrower / Mortgagor/s or a receiver is appointed or an attachment is levied on any of the Borrower's / Mortgagor/s' properties or assets;
- (w) In the event the Borrower / Mortgagor/s fail/s to bring to the notice of prospective purchasers of the units in the Project that the purchase price or any part thereof is to be paid/deposited in the relevant Account;
- (x) If there are any material changes in the proposal for which the Loan is sanctioned;
- (y) If all or substantially all of the undertaking, assets or properties of the Borrower / Mortgagor/s or its interests therein are seized, nationalized or compulsorily acquired by the authority of Government;
- (z) If any consent, authorisation, approval or license of or registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Indenture or the performance by the Borrower / Mortgagor/s of its obligations hereunder is modified in a manner unacceptable to the Lender or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;
- (aa) If Borrower/ Mortgagor/s/are found not complying with the RERA norms or violating the RERA norms thereto for the Project.

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- (bb) If any material fact concerning Borrower's profit or ability to repay or any other relevant aspect of its loan application is withheld suppressed or concealed or not made known to the lender.
- (cc) In case the Borrower inducts any person as partner whose name appears in the list of Willful Defaulters issued by RBI/NHB/ECCG/CIBIL database.
- (dd) In case the Borrower fails to remove any partner whose name subsequently appears in the list of willful defaulters issued by RBI/NHB/ECCG/CIBIL Database.

6.2 If any of the aforesaid events shall have occurred, the Mortgagor/s shall forthwith give the Lender notice thereof in writing specifying such Event of Default, or such event. In the event if the breach/event has been assigned a cure period and is not rectified by the Borrower / Mortgagor/s within the cure period, then the event shall ipso facto be deemed to be an Event of Default without requiring the Lender to serve a notice to call an event an Event of Default.

6.3 The Mortgagor/s shall also promptly inform the Lender if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956/2013 or any other law or of any suit or legal process intended to be filed / initiated against the Mortgagor/s, is received by the Mortgagor/s. On the question whether any of the above events/circumstances has occurred/happened, the decision of the Lender shall be final, conclusive and binding on the Mortgagor/s provided that the explanation given by the Mortgagor/s is not satisfactory to the Lender.

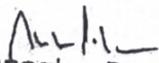
ARTICLE 7

CONSEQUENCES UPON HAPPENING OF ANY EVENT OF DEFAULT

On happening of any of the Events of Default as stated hereinabove and in any of the said cases notwithstanding anything herein contained to the contrary, the following consequences shall follow:

- 7.1 The whole of the Mortgaged Debt, shall at once at the option of the Lender shall become immediately payable and in such case all such rights and remedies shall be available to the Lender as would be available to it under the terms of these presents or by law upon default being made in these presents;
- 7.2 The Lender may enter upon the said Property and shall quietly possess and enjoy the same, shall receive the rents, interests and profits thereof and without any lawful interruption or disturbance whatsoever by the Mortgagor herein or any other person or persons and that free from encumbrances and shall (until the Mortgagor shall have tendered or deposited under section 83 of the Transfer of Property Act, 1882, the amounts for the time being due under these presents, as hereinabove provided) be at liberty (but under no obligation) to pay the outgoing accruing due in respect of the said Property or any part thereof during the possession as agent of the Mortgagor respectively and shall appropriate the surplus of the rent, interest and profit over the outgoing as part payment of monies due under these presents on the Mortgaged Debt and the covenants hereinbefore contained in that behalf and if there be any surplus, shall appropriate the same in reduction or discharge of the Mortgaged Debt hereunder. The Lender will also be entitled to do the following:

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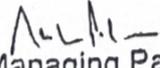

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- (a) to enter into the Mortgaged Property or the place where the records relating to the Mortgaged Properties are kept during business hours, with prior notice, and inspect and value them;
- (b) Subject to the provisions of the RERA, to step into the Project or take over the Project and all the rights of the Mortgagors with respect to the Project under the Project Documents;
- (c) to sign all papers, documents, agreements, indentures and writings for giving the right to Lender for maintaining and operating the Mortgaged Properties that the Mortgagor/s would be bound to do under or in pursuance of these presents for and behalf of the Mortgagor/s and to attend before the Sub-Registrar of Assurances and admit execution thereof;
- (d) To appoint one or more managers on behalf of the Lender to run the day to day business in respect to the Mortgaged Property.
- (e) The Mortgagor/s further agree/s to give and/ or provide all assistance to the Lender and its officers and authorised representatives for the purpose of exercising any of the powers set out hereinabove, including all required corporate actions, endorsing of documents, signing of papers and doing all such things as may be necessary to enable the Lender and its officers to exercise all the powers hereby conferred.

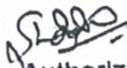
7.3 That it shall be lawful for the Lender at any time or times hereafter and without any further consent on the part of the Mortgagor/s, to sell, lease, let, transfer and mortgage the constructed area on the said Property hereby granted, assigned, transferred and assured or expressed so to be or any part or parts thereof either together or in parcels; either by public auction or private contracts and either with or without special conditions or stipulations relative to title or evidence of title or otherwise with power to postpone such sale, lease, let, transfer and mortgage from time to time and to buy the said Property or any of them or any part thereof at any sale by public auction or to rescind or vary such contract for the sale thereof and to resell the same from time to time without being answerable for any loss or diminution in price occasioned thereby and for the purposes aforesaid or any of them to make agreements / transfers / conveyances, execute assurances, give effectual receipts, or discharges for the purchase money, and do all other acts and things for completing the sale which the person or persons exercising the power of sale shall think proper provided always and it is hereby further agreed and declared and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Property without the intervention of the Court in accordance with the provisions of Section 69 of the Transfer of Property Act, 1882 and that the power of sale hereinbefore contained shall not be exercised by the Lender unless and until any of the Events of Default as provided hereinabove, has occurred; or

7.4 That the Lender shall have power to appoint a receiver of the said Mortgaged Properties or any part thereof under the provisions of the Transfer of Property Act, 1882 and that the Lender shall in the event of any necessity for appointment of such a receiver be at liberty to appoint any of its officers duly authorised in this behalf, as such receiver ("Receiver") by a writing signed by the Lender or on their behalf and that the provisions of Section 69-A sub-sections (3) (4) (5) (6) (7) and (8) of the Transfer of Property Act, 1882 shall apply to such Receiver subject to the following modifications thereof that is to say:

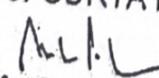
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- (i) It is hereby agreed that it shall be lawful for the Lender to appoint a Receiver for the said Mortgaged Property as it may think fit.
- (ii) The Receiver shall be deemed to be agent of the Mortgagors and the Mortgagor/s shall be solely responsible for the Receiver's acts or defaults and the Lender shall not under any circumstances be answerable for any loss or misapplication of the said rents and profits or any part thereof by reason of any default, neglect or breach of trust of or by the said Receiver for the time being or for any other loss or damage occasioned by the acts of defaults of the said Receiver but that such loss, misapplication and damage and every Receiver's salary shall be wholly borne and paid by the Mortgagor/s.
- (iii) That the aforesaid power of appointing Receiver conferred on the Lender shall not be exercised by the Lender unless and until notice in writing requiring payment of the Mortgaged Debt has been served on the Borrower and default has been made in payment of the Mortgaged Debt or any part thereof for more than three months after such service, or one month's interest or more owing on the security of these presents shall be in arrears for three calendar months after becoming due.
- (iv) The Receiver shall be entitled to pay out of any money received by him all costs, charges and expenses incurred by him as Receiver and shall also be entitled to retain out of any such money as commission at the rate of not more than 1% on the gross amounts of all moneys received by him;
- (v) The Receiver shall without the necessity of a direction in writing by the Lender insure and keep insured the said Property against loss or damages;
- (vi) Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, the Lender may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Property;
- (vii) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor/s and the Mortgagor/s shall be solely responsible for such Receiver's acts and defaults and for his remuneration;
- (viii) All the powers, provisions and trusts contained in Section 69 A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Clause;
- (ix) The Receiver without any direction in writing by the Lender shall be entitled to execute necessary and proper repairs to the said Mortgaged Property.
- (x) The Receiver after making the payments referred to in Sec. 69-A subsection (8) (i, ii, iii and iv) of the Transfer of Property Act, 1882 shall from time to time pay the balance of the money received by him in or towards discharge of the Mortgaged Debt, due and payable by the Borrower to the Lender, without any direction to that effect in writing by the Lender until the whole of the Mortgaged Debt, due under these present is paid off.

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entitled to sue and obtain such decree on any of such mortgagor without being bound to sue on all such mortgagor in respect of which the mortgage moneys shall have become due.

7.11.2 Continued Possession:

It shall be lawful for the Mortgagor/s to retain possession of and the Mortgagor/s may use the Mortgaged Property in accordance with the Facility Documents (including any disposal expressly permitted and subject to the terms of the Facility Documents) until the Lender shall be entitled to take possession thereof under this Indenture and shall take possession thereof accordingly.

7.11.3 Section 65A:

The Mortgagor/s shall while in lawful possession of the Mortgaged Property have no power to make leases thereof, save and except in pursuance of the terms of the Facility Documents and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

7.11.4 Proceeds of the Mortgaged Property:

All the amounts from time to time received by the Mortgagor/s/ whether by way of sale or lease or otherwise from or in respect of the Mortgaged Property shall be deposited in the relevant Account.

- 7.12 Substitute their assignee or designee for the Mortgagee under any or all of the Project Documents and the Borrower's residual interest in the said Facility Documents;
- 7.13 Operate any account and appropriate all monies lying therein; and/or
- 7.14 Take all such other action expressly or impliedly permitted under this Indenture and/or in law.
- 7.15 The above rights shall be without prejudice to the rights of the Lender under the Facility Documents.

ARTICLE 8

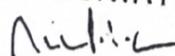
MISCELLANEOUS PROVISIONS

It is hereby further agreed and declared by the Mortgagors that

8.1 the obligations of the Mortgagor/s shall also be governed by the provisions contained in the Facility Documents and that the same shall be binding upon and enure to the benefit of each party thereto and its successors and assigns;

8.2 The power of the Mortgagor/s while lawfully in possession of the respective said Property or any part thereof has no power to make leases thereof save and except with the consent in writing of the Lender first obtained on such terms and conditions as the Lender in its absolute discretion may think fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply to these presents;

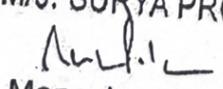
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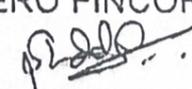

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- 8.3 In the event of the Lender holding any other mortgage or a mortgage executed by the Mortgagor/s in respect of any other property or properties of the Mortgagor/s, the Lender shall be entitled to sue for realisation of the Mortgage Debt secured by these presents without being bound to sue on the other mortgage or mortgages on other property or properties of the Mortgagor/s although the money secured by the said other mortgage or mortgages had then become due;
- 8.4 The said Property or any portion thereof being at any time taken up by Government of India or any State Government of Karnataka or by the Municipal Corporation or by the Income-tax department or by any other public body for a public purpose, the Lender shall be entitled to receive the compensation which the Mortgagor/s may be entitled or declared to be entitled and to apply the same or a sufficient portion thereof towards repayment of the Mortgage Debt under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the said Mortgaged Property, shall be conducted by the Mortgagor/s through the Attorneys of the Lender but if the Mortgagor/s do/es not do so, then the Lender shall be entitled to engage another set of attorneys and the Mortgagor/s shall repay on demand to the Lender all costs, charges and expenses that may be incurred by the Lender with interest thereon at the stipulated rate, from the time of the same having been so incurred and that until such repayment the same shall be a charge upon the Said Mortgaged Property hereby granted, assigned, transferred and assured or expressed so to be;
- 8.5 The Mortgagor/s shall pay all costs, charges and expenses between Attorney and the Lender in anyway incurred or made by Lender of and incidental to these presents or of and incidental to or in connection with this Security as well as for the assertion or defence of the rights of Lender as for the protection and security of the Mortgaged Property hereby granted, transferred, assigned and assured or expressed or intended so to be and for the demand, realization and recovery of the Mortgaged Debt secured by these presents or any part thereof or for the exercise of any of the powers contained in these presents and the same shall be paid on demand by the Mortgagor/s to the Lender and that until such re-payment the same shall be a charge upon the Mortgaged Property hereby granted, assigned, transferred and assured or expressed so to be;
- 8.6 For all or any of the aforesaid purposes, mentioned above, under these presents, the Mortgagor/s hereby irrevocably appoint/s the Lender as well as the Receiver to be appointed under these presents to be its attorneys or attorney and in the name and on behalf of the Mortgagor/s to execute and do all acts, deeds and things which the Mortgagor/s ought to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor/s in the exercise of all or any of the power(s) by these presents conferred on the Lender or any Receiver or Receiver appointed by it;
- 8.7 The Lender shall maintain, in accordance with their usual practice, accounts evidencing the amounts from time to time lent by and owing to them under the Facility Documents.

For M/s. SURYA PROJECTS

Managing Partner

For HERO FINCORP LTD.

Authorized Signatory

ARTICLE 9

COST AND CHARGES

- 9.1 The stamp duty on this Indenture shall be borne and paid by the Mortgagor/s and the stamp duty on all the other documents and writings relating to the creation of further security shall be borne and paid by the Mortgagor/s. The registration charges and all other costs relating to this Indenture and all other documents and writings relating to the said Property and the securities created or to be created herein shall be paid by the Mortgagor/s;
- 9.2 The Mortgagor/s shall pay on demand to the Lender the costs of the registration of this Indenture with the Registrar of Companies, CERSAI and RERA;
- 9.3 The Mortgagor/s shall, upon notice from the Lender pay or reimburse to the Lender all agreed fees for services performed by the Lender, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Lender or their respective officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Lender under this Indenture and/or any documents or instruments contemplated or in connection with or relating to this Indenture including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture, and further covenants and agrees to indemnify the Lender against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any or both of them in respect of any matter or thing done or omitted to be done without their willful default or gross negligence in respect of or in relation to the Mortgaged Property;
- 9.4 All costs, expenses, charges and fees paid or incurred by the Lender in the exercise of any of the rights, remedies or powers granted hereunder including without limitation, for payment of any costs, expenses, charges or fees shall be for the account of the Borrower / Mortgagor/s and the Borrower / Mortgagor/s undertake's promptly on demand to pay the same or, as the case may be to reimburse the Lender or its authorised agents, representatives, successors and assignees for any such monies paid by the Lender with interest thereon at the maximum lending rate from the date the Borrower receives notice thereof from the Lender and/or its agents, representatives, successors and assigns until reimbursed by the Borrower/ Mortgagor/s, and all such sums and costs shall be added to the Mortgage Debt and be secured under this Indenture.

ARTICLE 10

WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing/available to Lender upon any default or otherwise hereunder or under any other documents shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy available to the Lender shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Lender. None of the terms of this Indenture shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by the Parties.

For M/s. SURYA PROJECTS

[Signature]
Managing Partner

For HERO FINCORP LTD.

[Signature]
Authorized Signatory



ARTICLE 11

INDEMNITY

The Mortgagor/s shall indemnify and hold the Lender harmless from and against any and all loss, damage or other consequences which may arise or result from giving the said Loan to the Borrower or performing any service to the Mortgagor/s thereunder and shall reimburse the Lender upon demand for any payment, loss and damage which the Lender may make, suffer or sustain by reason or on account thereof and shall upon request appear and defend at the Mortgagor/s' own cost and expense any action which may be brought against the Lender in connection therewith.

ARTICLE 12

ASSIGNMENT

The Mortgagor/s shall not assign or transfer any of their rights and/or obligations under this Indenture except with the Lender's prior written permission.

However the Lender shall be entitled to, without issuing any notice or obtaining any consent from the Mortgagor/s, sell, assign, securities or transfer the Mortgagor/s' right and obligations under this Indenture with or without any other security in favour of the Lender (including all guarantee/s, if any) to any person ("Intending Assignee") of the Lender's choice in whole or in part and in such manner and on such terms and conditions as the Lender shall decide. Any such sale, assignment or transfer shall conclusively bind the Mortgagor/s and all other related persons. The Lender shall be further entitled to act as security agent / agent of such Intending Assignee, without issuing any notice or obtaining any consent from the Mortgagor/s, and may at its discretion hold the said Mortgaged Property, whole or in part, for and on behalf of such Intending Assignee or on behalf of itself and any such act of the Lender acting as an agent or security agent of the intending Assignee shall conclusively bind the Mortgagor/s / Borrower and shall not be challenged or disputed by the Mortgagor/s / Borrower and the Mortgagor/s / Borrower shall not be discharged of their obligations under this Indenture.

ARTICLE 13

MODIFICATIONS

The Lender reserves the right to alter, amend or revise any of these terms and conditions and may notify the Mortgagor of any changes to terms and conditions in any manner it considers appropriate.

ARTICLE 14

INVALIDITY

If at any time any one or more of the provisions (or part thereof) of this Indenture become invalid, illegal or unenforceable in any respect, under any law, the validity, legality and enforceability of the remaining provisions (or parts thereof) shall not in any way be affected or impaired thereby.

For M/s. SURYA PROJECTS

[Signature]
Managing Partner

For HERO FINCORP LTD.

[Signature]
Authorized Signatory

ARTICLE 15

DISCLOSURE

The Mortgagor/s hereby agree, accept and consent for the disclosure and sharing by the Lender of all or any information and data relating to the Mortgagor/s, the Loan, and this Indenture, including but not limited to information relating to default, if any, committed by the Mortgagor/s, in the discharge of their obligations, as the Lender may deem appropriate and necessary to disclose and furnish, to the RBI and/or to CIBIL and/or National Housing bank ("NHB") or to any other agency authorized in this behalf by RBI/NHB, to its employees, its group companies, to its professional advisers, consultants, to its service providers, third party or otherwise, instructed by it in relation to this Indenture and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies. The aforesaid clause shall be deemed to be specific consent to share the information with CIBIL or any other persons listed hereinabove as may be necessary and the Lender shall not be required to seek any additional consent from the Mortgagor hereto.

- (I) The Mortgagor/s declare that the information and data furnished and to be furnished to the Lender are and shall be true and correct.
- (II) The Mortgagor/s:
 - a) Accept/s that RBI or CIBIL or NHB or and any other agency so authorized, any statutory, regulatory or supervisory authority, may use, process, disseminate the said information and data disclosed by the Lender in such manner as deemed fit by them in any particular circumstances; and
 - b) shall not hold the Lender at all responsible or liable in this regard.

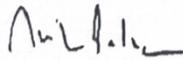
The Mortgagor/s hereby gives specific consent to the Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Loan availed from the Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the non banking financial companies from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Lender, as and when requested by the concerned 'IU'.

ARTICLE 16

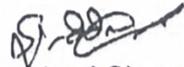
NOTICES

- 16.1 Every notice, request, demand or other communication to be given by one party to the other under this Indenture shall:
- (a) be in writing delivered personally or by registered post or speed post or courier or electronic mail or fax message;

For M/s. SURYA PROJECTS


Managing Partner

For HERO FINCORP LTD.


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- (b) be deemed to have been received when delivered personally, at the time so delivered; if given by registered post/speed post/courier, forty eight (48) hours after it has been put into post; if given by electronic mail, at the time such electronic mail has been sent and if given by fax message, when sent (on receipt of a confirmation to the correct fax number);
- (c) be sent to the Mortgagor/s and the Lender at their addresses as detailed in Schedule 1 or to such other address as either party may in writing hereafter notify to the other party.
- 16.2 A certificate by an officer/representative of Lender(s) that the notice was posted or served, as the case may be, shall be final, conclusive and binding on the Mortgagor/s.
- 16.3 Unless otherwise advised in writing by the Lender(s) to the Mortgagor/s, any notice to be given by the Mortgagor/s to Lender(s) shall be effective and deemed to have been duly and sufficiently served on Lender(s) if delivered at the address herein stated.
- 16.4 No oral communication shall bind the Lender.

ARTICLE 17

GOVERNING LAW & JURISDICTION

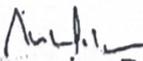
- 17.1 This Indenture shall be governed by and construed in all respects with the Indian Laws and the Mortgagor/s agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of the Lender, be subject to the exclusive jurisdiction of the Courts at Karnataka or such other jurisdiction that the Lender may in its/their sole discretion decide
- 17.2 Notwithstanding the aforesaid, the Mortgagor/s acknowledges and agrees that the Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Indenture against the Mortgagor/s in a court, tribunal or any other appropriate forum situated in any part of India.
- 17.3 The rights, powers and remedies available to the Lender under this Indenture shall be in addition to and without prejudice to all rights, powers and remedies available to the Lender under applicable law and which may be given to the Lender and may be exercised independently or collectively.

ARTICLE 18

DISPUTE RESOLUTION

- 18.1 All disputes, claims, controversy or difference or questions between the Parties arising out of or relating to this Indenture (including a dispute relating to the validity or existence) shall be referred to arbitration by a sole arbitrator appointed by the Lender.. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, including statutory amendments thereof. The venue, place and the seat of arbitration shall be New Delhi and the language of the arbitration shall be English. The award including interim award(s) of the arbitral tribunal shall be final, conclusive and binding on all the parties concerned. The arbitral tribunal may, from time to time, lay down the procedure to be followed in conducting the arbitration proceedings and shall conduct the arbitration proceedings in such manner as it considers appropriate.

For M/s. SURYA PROJECTS


Managing Partner

For HERO FINCORP LTD 24 of 37


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- 18.2 Nothing contained herein shall be construed as extinguishing, limiting or ousting the Lender's rights under the DRT Act, Insolvency and Bankruptcy Code, 2016 and/or SARFAESI, if any in connection with recovery of amounts due under this Indenture.
- 18.3 It is clarified that the Lender shall, at its discretion, be entitled to consolidate and combine any arbitral or legal proceedings initiated or proposed to be initiated under the Facility Documents with any arbitral or any other legal proceeding initiated or proposed to be initiated under one or more of the other Facility Documents.

ARTICLE 19

APPLICATION OF MONIES:

All monies received by the Lender or any receiver appointed under this Indenture whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be applied by the Lender (except as otherwise required by law) in the first place, to reimburse themselves and pay, retain or discharge all the costs, charges and expenses including those incurred in or about the entry, appointment of receiver, calling in, collection, conversion or the exercise of the powers under this Indenture including their and the receiver's remuneration as herein provided and shall apply the residue of the aforesaid monies:

To the Mortgage Debt that is owed to the Lender. Notwithstanding anything stated hereinabove, any monies received by the Lender and/or Receiver pursuant to the enforcement of the Security shall be distributed as under:

- a. Costs, charges, expenses and other monies;
- b. interest rate on costs, charges, expenses and other monies;
- c. interest rate including Additional Interest/Default Interest;
- d. Further interest and damages on defaulted amounts payable; and
- e. Repayment of installments of principal Loan amounts;
- f. Notwithstanding anything contained in Clause(a) hereinabove, Lender(s) may, at its discretion, appropriate such payments towards the dues, if any, payable by the Lender and/ or any of its group entities in respect of financial assistance availed/ to be availed by the Borrower and/ or any of its group entities from Lender(s) in the order specified in the relevant Loan Agreement(s).

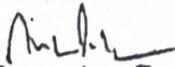
The remainder of said proceeds if any to the Person or Persons, including the Mortgagors, entitled thereto.

ARTICLE 20

MISCELLANEOUS

- (a) This Indenture has been approved by the competent authority of the Borrower and the Mortgagor/s and the representative / signatory has been duly authorised to execute this Indenture on behalf of the Borrower and the Mortgagor/s.
- (b) This Indenture shall be binding upon the heirs, executors, administrators, successors or assignees of the Parties hereto.

For M/s. SURYA PROJECTS


Managing Partner

For HERO FINCORP LTD.


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Authorized Signatory

SCHEDULE II

Description of Mortgaged Properties

PART A

**Existing facility & Property mortgaged details
(Description of the Immovable property)**

Converted Land bearing Sy No.42, 44/1 and 44/2, amalgamated BBMP Katla No.1280/42/44/1, 44/2, Situated at Channasandra Village, Bidarahaalli Hoohli, Bangalore East Taluk, in all measuring 2 Acres 33 Guntas within the revenue limits of BBMP, Bangalore and is bounded as follows:

On the East by	:	Land in Sy No.43 & Sy No.41
West by	:	Land bearing Sy No.45 & Remaining portion of same Sy No.42 and Road
North by	:	Road and Land bearing Sy No.33 & Sy No.43
South by	:	Land in Sy No.63 & Sy No.64

Along with Any structures, which shall, from time to time during the continuance of this Deed, be erected or be in or upon the aforesaid freehold / leasehold Immovable Properties or any part thereof which may be comprised in the security in favour of the Mortgagee or fixed or attached thereto and used or intended to be used in connection with the business of the Mortgagor, whether in substitution or replacement of or in addition to any structures, fixtures, fittings and things now standing or being fixed or attached or used, shall be automatically included in the security created by these presents and without any act or action by the Mortgagor and become and be part of the Immovable Properties, units available for mortgage are mentioned in Annexure A.

Annexure A

(Project inventory mortgaged in existing facility- Developer Share)

Sr. No.	Block/Tower	Unit No	Configuration	Saleable Area (Sq. ft.)
1	A	A-001	2 BHK	1210
2	A	A-002	2 BHK	1215
3	A	A-003	3 BHK	1720
4	A	A-005	3 BHK	1575
5	A	A-1001	2 BHK	1230
6	A	A-1002	2 BHK	1215
7	A	A-1004	2 BHK	1195
8	A	A-101	2 BHK	1215
9	A	A-102	2 BHK	1215
10	A	A-103	3 BHK	1430
11	A	A-104	2 BHK	1195
12	A	A-105	3 BHK	1625
13	A	A-1101	2 BHK	1230
14	A	A-1102	2 BHK	1215
15	A	A-1104	2 BHK	1195
16	A	A-1105	3 BHK	1625
17	A	A-1201	2 BHK	1315
18	A	A-1202	2 BHK	1215

For M/s. SURYA PROJECTS

[Signature]
Managing Partner

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For HERO FINCORP LTD.

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19	A	A-1203	3 BUK	1720
20	A	A-1204	2 BUK	1195
21	A	A-1205	1 BUK	1710
22	A	A-1301	2 BUK	1230
23	A	A-1302	2 BUK	1215
24	A	A-1303	1 BUK	1430
25	A	A-1304	2 BUK	1195
26	A	A-1305	1 BUK	1625
27	A	A-1401	2 BUK	1230
28	A	A-1402	2 BUK	1215
29	A	A-1403	3 BUK	1430
30	A	A-1404	2 BUK	1195
31	A	A-1405	1 BUK	1625
32	A	A-201	2 BUK	1230
33	A	A-202	2 BUK	1215
34	A	A-203	1 BUK	1430
35	A	A-205	1 BUK	1625
36	A	A-301	2 BUK	1315
37	A	A-302	2 BUK	1215
38	A	A-303	1 BUK	1720
39	A	A-305	1 BUK	1710
40	A	A-401	2 BUK	1230
41	A	A-402	2 BUK	1215
42	A	A-403	3 BUK	1430
43	A	A-501	2 BUK	1230
44	A	A-502	2 BUK	1215
45	A	A-505	1 BUK	1625
46	A	A-601	2 BUK	1315
47	A	A-602	2 BUK	1215
48	A	A-603	1 BUK	1720
49	A	A-605	1 BUK	1710
50	A	A-701	2 BUK	1230
51	A	A-702	2 BUK	1215
52	A	A-705	1 BUK	1625
53	A	A-801	2 BUK	1230
54	A	A-802	2 BUK	1215
55	A	A-804	2 BUK	1195
56	A	A-805	3 BUK	1625
57	A	A-901	2 BUK	1315
58	A	A-902	2 BUK	1215
59	A	A-903	3 BUK	1720
60	A	A-904	2 BUK	1195
61	A	A-905	1 BUK	1710
62	B	B-001	3 BUK	1660
63	B	B-002	2 BUK	1195
64	B	B-003	3 BUK	1650
65	B	B-1001	3 BUK	1380

For M/s. SURYA PROJECTS

A. L. L.
Managing Partner

For HERO FINANCE LTD.

[Signature]
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21/2/2016

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66	B	B-1992	2 BHK	1215
67	B	B-1993	2 BHK	1200
68	B	B-1995	2 BHK	1200
69	B	B-191	2 BHK	1200
70	B	B-192	2 BHK	1195
71	B	B-193	2 BHK	1200
72	B	B-195	2 BHK	1200
73	B	B-1991	2 BHK	1200
74	B	B-1192	2 BHK	1215
75	B	B-1193	3 BHK	1300
76	B	B-1194	2 BHK	1200
77	B	B-1195	2 BHK	1200
78	B	B-1291	3 BHK	1300
79	B	B-1392	2 BHK	1215
80	B	B-1293	2 BHK	1200
81	B	B-1204	2 BHK	1200
82	B	B-1295	2 BHK	1200
83	B	B-1391	2.5 BHK	1280
84	B	B-1392	2 BHK	1215
85	B	B-1393	3 BHK	1300
86	B	B-1396	2 BHK	1200
87	B	B-1395	2 BHK	1200
88	B	B-1491	3 BHK	1300
89	B	B-1492	2 BHK	1215
90	B	B-1493	3 BHK	1300
91	B	B-1494	2 BHK	1200
92	B	B-1495	2 BHK	1200
93	B	B-291	3 BHK	1300
94	B	B-292	2 BHK	1215
95	B	B-293	3 BHK	1300
96	B	B-295	2 BHK	1200
97	B	B-391	3 BHK	1300
98	B	B-392	2 BHK	1215
99	B	B-393	3 BHK	1300
100	B	B-395	2 BHK	1200
101	B	B-491	3 BHK	1300
102	B	B-492	2 BHK	1215
103	B	B-493	3 BHK	1300
104	B	B-495	2 BHK	1200
105	B	B-591	3 BHK	1300
106	B	B-593	3 BHK	1300
107	B	B-595	2 BHK	1200
108	B	B-691	3 BHK	1300
109	B	B-693	3 BHK	1300
110	B	B-695	2 BHK	1200
111	B	B-791	3 BHK	1300
112	B	B-792	2 BHK	1215

For M/s. SURYA PROJECTS

For HERO FINANCIAL LTD.

M.P.
Managing Partner

[Signature]
Authorized Signatory

113	B	B-703	3 BHK	1380
114	B	B-705	2 BHK	1240
115	B	B-801	3 BHK	1380
116	B	B-802	2 BHK	1215
117	B	B-803	3 BHK	1380
118	B	B-805	2 BHK	1240
119	B	B-901	3 BHK	1660
120	B	B-902	2 BHK	1215
121	B	B-903	3 BHK	1650
122	B	B-905	2 BHK	1240
123	C	C-001	2.5 BHK	1725
124	C	C-002	2 BHK	1195
125	C	C-003	3 BHK	1550
126	C	C-004	3 BHK	1575
127	C	C-1001	3 BHK	1430
128	C	C-1002	2 BHK	1195
129	C	C-1003	3 BHK	1625
130	C	C-1004	3 BHK	1625
131	C	C-1005	2 BHK	1215
132	C	C-101	3 BHK	1430
133	C	C-103	3 BHK	1550
134	C	C-104	3 BHK	1625
135	C	C-105	2 BHK	1215
136	C	C-1101	3 BHK	1430
137	C	C-1102	2 BHK	1195
138	C	C-1103	3 BHK	1625
139	C	C-1104	3 BHK	1625
140	C	C-1105	2 BHK	1215
141	C	C-1201	3 BHK	1725
142	C	C-1202	2 BHK	1195
143	C	C-1203	3 BHK	1695
144	C	C-1204	3 BHK	1695
145	C	C-1205	2 BHK	1215
146	C	C-1301	3 BHK	1430
147	C	C-1302	2 BHK	1195
148	C	C-1303	3 BHK	1625
149	C	C-1304	3 BHK	1625
150	C	C-1305	2 BHK	1215
151	C	C-1401	3 BHK	1430
152	C	C-1402	2 BHK	1195
153	C	C-1403	3 BHK	1625
154	C	C-1404	3 BHK	1625
155	C	C-1405	2 BHK	1215
156	C	C-201	3 BHK	1430
157	C	C-203	3 BHK	1625
158	C	C-204	3 BHK	1625
159	C	C-205	2 BHK	1215

For M/s. SURYA PROJECTS

A.L.P.L
Managing Partner

For HERO FINCORP LTD.

[Signature]
Authorized Signatory

160	C	C-301	3 BHK	1725
161	C	C-304	3 BHK	1695
162	C	C-305	2 BHK	1215
163	C	C-401	3 BHK	1430
164	C	C-403	3 BHK	1625
165	C	C-404	3 BHK	1625
166	C	C-405	2 BHK	1215
167	C	C-503	3 BHK	1625
168	C	C-504	3 BHK	1625
169	C	C-505	2 BHK	1215
170	C	C-601	3 BHK	1725
171	C	C-603	3 BHK	1695
172	C	C-604	3 BHK	1695
173	C	C-605	2 BHK	1215
174	C	C-701	3 BHK	1430
175	C	C-703	3 BHK	1625
176	C	C-704	3 BHK	1625
177	C	C-705	2 BHK	1215
178	C	C-801	3 BHK	1430
179	C	C-802	2 BHK	1195
180	C	C-803	3 BHK	1625
181	C	C-804	3 BHK	1625
182	C	C-805	2 BHK	1215
183	C	C-901	3 BHK	1725
184	C	C-902	2 BHK	1195
185	C	C-903	3 BHK	1695
186	C	C-904	3 BHK	1695
187	C	C-905	2 BHK	1215
				2,61,430

PART B

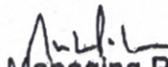
**Present facility & Property mortgaged details
(Description of the immovable property)**

Converted Land bearing Sy No.42, 44/1 and 44/2, amalgamated BBMP Katha No.1280/42/44/1, 44/2, Situated at Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, in all measuring 2 Acres 03 Guntas within the revenue limits of BBMP, Bangalore and is bounded as follows:

On the East by	:	Land in Sy No.43 & Sy No.41
West by	:	Land bearing Sy No.45 & Remaining portion of same Sy No.42 and Road
North by	:	Road and Land bearing Sy No.33 & Sy No.43
South by	:	Land in Sy No.63 & Sy No.64

For HERO FINCORP LTD.

For M/s. SURYA PROJECTS


Managing Partner


Authorized Signatory
Page 31 of 37

Along with Any structures, which shall, from time to time during the continuance of this Deed, be erected or be in or upon the aforesaid freehold / leasehold Immovable Properties or any part thereof which may be comprised in the security in favour of the Mortgagee or fixed or attached thereto and used or intended to be used in connection with the business of the Mortgagor, whether in substitution or replacement of or in addition to any structures, fixtures, fittings and things now standing or being fixed or attached or used, shall be automatically included in the security created by these presents and without any act or action by the Mortgagor and become and be part of the Immovable Properties, units available for mortgage are mentioned in Annexure B,

Annexure B
(Project inventory mortgaged in present facility- Developer Share)

Unsold Inventory List

Sr. No.	Block	Unit No	Unit Type	Saleable Area (Sq. ft.)	Carpet Area (Sft)	UDS (Sq yards)
1	A	A-001	2 BHK	1240	789	489.65
2	A	A-002	2 BHK	1220	808	481.76
3	A	A-005	3 BHK	1595	1077	629.84
4	A	A-101	2 BHK	1245	789	491.63
5	A	A-102	2 BHK	1220	808	481.76
6	A	A-103	3 BHK	1435	970	566.66
7	A	A-105	3 BHK	1595	1077	629.84
8	A	A-201	2 BHK	1240	789	489.65
9	A	A-202	2 BHK	1220	808	481.76
10	A	A-203	3 BHK	1435	970	566.66
11	A	A-303	3 BHK	1863	1029	566.66
12	A	A-502	2 BHK	1220	808	481.76
13	A	A-505	3 BHK	1650	1077	649.58
14	A	A-602	2 BHK	1220	808	481.76
15	A	A-605	3 BHK	1778	1077	702.89
16	A	A-701	2 BHK	1245	789	491.63
17	A	A-705	3 BHK	1650	1077	649.58
18	A	A-904	2 BHK	1200	792	473.86
19	A	A-1002	2 BHK	1220	808	481.76
20	A	A-1004	2 BHK	1200	792	473.86
21	A	A-1202	2 BHK	1220	808	481.76
22	A	A-1304	2 BHK	1200	792	473.86
23	A	A-1403	3 BHK	1435	970	566.66
24	A	A-1404	2 BHK	1200	792	473.86
25	B	B-002	2 BHK	1195	812	465.9
26	B	B-105	2 BHK	1245	802	485.4
27	B	B-205	2 BHK	1245	802	485.4
28	B	B-305	2 BHK	1245	802	485.4
29	B	B-405	2 BHK	1245	802	485.4
30	B	B-505	2 BHK	1245	802	485.4
31	B	B-601	3 BHK	1775	923	692.03

For M/s. SURYA PROJECTS

M. L. P. S.
Managing Partner

For HERO FINANCE LTD.

A. P. S.
Authorized Signatory

32	B	B-005	2 BHK	1245	802	485.4
33	B	B-702	2 BHK	1215	812	465.9
34	B	B-705	2 BHK	1245	802	485.4
35	B	B-805	2 BHK	1245	802	485.4
36	B	B-1005	2 BHK	1245	802	485.4
37	B	B-1105	2 BHK	1245	802	485.4
38	B	B-1203	3 BHK	1909	988	740.77
39	B	B-1205	2 BHK	1245	802	485.4
40	C	C-002	2 BHK	1195	791	465.9
41	C	C-104	3 BHK	1585	1069	617.96
42	C	C-105	2 BHK	1230	813	479.55
43	C	C-201	3 BHK	1440	974	561.42
44	C	C-205	2 BHK	1230	813	479.55
45	C	C-305	2 BHK	1230	813	479.55
46	C	C-701	3 BHK	1440	974	561.42
47	C	C-703	3 BHK	1650	1080	643.3
48	C	C-704	3 BHK	1640	1069	639.4
49	C	C-705	2 BHK	1230	813	479.55
50	C	C-802	2 BHK	1195	791	465.9
51	C	C-803	3 BHK	1645	1080	641.35
52	C	C-805	2 BHK	1230	813	479.55
53	C	C-902	2 BHK	1195	791	465.9
54	C	C-905	2 BHK	1230	813	479.55
55	C	C-1003	3 BHK	1645	1080	641.35
56	C	C-1205	2 BHK	1230	813	479.55
57	C	C-1305	2 BHK	1230	813	479.55
58	C	C-1401	3 BHK	1440	974	561.42
59	C	C-1405	2 BHK	1230	813	479.55
				79675	51649.93	31043.96

Sold Inventory List

Sr. No.	Block	Unit No	Unit Type	Saleable Area (Sq. ft.)	Carpet Area (Sq. ft.)	Total committed Receivables (Rs) (Exclusive of tax.)
1	A	A-003	3 BHK	1865	1029	4535978
2	A	A-104	2 BHK	1200	792	2940000
3	A	A-205	3 BHK	1645	1077	2448390
4	A	A-301	2 BHK	1378	789	1928046
5	A	A-302	2 BHK	1220	808	2076514
6	A	A-305	3 BHK	1783	1077	5097100
7	A	A-401	2 BHK	1240	789	3397583
8	A	A-402	2 BHK	1220	808	1832514
9	A	A-403	3 BHK	1435	970	2469281
10	A	A-501	2 BHK	1245	789	1473666
11	A	A-601	2 BHK	1375	789	4102552
12	A	A-603	3 BHK	1863	1029	4852461
13	A	A-702	2 BHK	1220	808	1959047

For M/s. SURYA PROJECTS

(Signature)
Managing Partner

For HERO FINCORP LTD.

(Signature)
Authorized Signatory

Sold

14	A	A-801	2 BHK	1240	789	2978771
15	A	A-802	2 BHK	1220	808	2A1760A
16	A	A-804	2 BHK	1200	792	6144881
17	A	A-805	3 BHK	1645	1077	3802014
18	A	A-901	2 BHK	1378	789	3724747
19	A	A-902	2 BHK	1220	808	2877125
20	A	A-903	3 BHK	1863	1029	3833420
21	A	A-905	3 BHK	1783	1077	4093632
22	A	A-1001	2 BHK	1240	789	1740149
23	A	A-1101	2 BHK	1245	789	3332192
24	A	A-1102	2 BHK	1220	808	3161532
25	A	A-1104	2 BHK	1200	792	2985519
26	A	A-1105	3 BHK	1650	1077	5124222
27	A	A-1201	2 BHK	1375	789	7117077
28	A	A-1203	3 BHK	1863	1029	4132359
29	A	A-1204	2 BHK	1200	792	2985519
30	A	A-1205	3 BHK	1778	1077	2865152
31	A	A-1301	2 BHK	1245	789	6443055
32	A	A-1302	2 BHK	1220	808	1732752
33	A	A-1303	3 BHK	1435	979	3954712
34	A	A-1305	3 BHK	1650	1077	3264427
35	A	A-1401	2 BHK	1240	789	1623322
36	A	A-1402	2 BHK	1220	808	1732752
37	A	A-1405	3 BHK	1645	1077	4147572
38	B	B-001	3 BHK	1775	923	5951199
39	B	B-003	3 BHK	1909	988	4917292
40	B	B-101	3 BHK	1380	884	7653520
41	B	B-102	2 BHK	1195	812	2917712
42	B	B-103	3 BHK	1455	948	3647154
43	B	B-201	3 BHK	1380	884	2432297
44	B	B-202	2 BHK	1215	812	3016275.5
45	B	B-203	3 BHK	1455	948	1915727
46	B	B-301	3 BHK	1775	923	4532237
47	B	B-302	2 BHK	1215	812	2500957
48	B	B-303	3 BHK	1909	988	4903126
49	B	B-401	3 BHK	1380	884	2971647
50	B	B-402	2 BHK	1215	812	2131153
51	B	B-403	3 BHK	1455	948	2543563
52	B	B-501	3 BHK	1380	884	2740265
53	B	B-503	3 BHK	1455	948	2907832
54	B	B-603	3 BHK	1909	988	3640976
55	B	B-701	3 BHK	1380	884	3128712
56	B	B-703	3 BHK	1455	948	4471815
57	B	B-801	3 BHK	1380	884	2800282
58	B	B-802	2 BHK	1215	812	2366258
59	B	B-803	3 BHK	1455	948	4700869
60	B	B-901	3 BHK	1775	923	1257825

For M/s. SURYA PROJECTS

M. L. J.
Managing Partner

For HERO FINCORP LTD.

S. S. S.
Authorized Signatory

61	B	B-902	2 BHK	1215	812	6120800
62	B	B-903	3 BHK	1909	988	7355810
63	B	B-905	2 BHK	1245	802	2828429
64	B	B-1001	3 BHK	1380	884	3823370
65	B	B-1002	2 BHK	1215	812	6120800
66	B	B-1003	3 BHK	1455	948	2735708
67	B	B-1101	3 BHK	1380	884	2097964
68	B	B-1102	2 BHK	1215	812	2232132
69	B	B-1103	3 BHK	1455	948	2523891
70	B	B-1104	2 BHK	1240	799	2539985
71	B	B-1201	3 BHK	1775	923	4055593
72	B	B-1202	2 BHK	1215	812	2477176
73	B	B-1204	2 BHK	1240	799	2539984
74	B	B-1301	2.5 BHK	1380	884	2745699
75	B	B-1302	2 BHK	1215	812	2576149
76	B	B-1303	3 BHK	1455	948	3315481
77	B	B-1304	2 BHK	1240	799	6202593
78	B	B-1305	2 BHK	1245	802	6227770
79	B	B-1401	3 BHK	1380	884	2606640
80	B	B-1402	2 BHK	1215	812	2576149
81	B	B-1403	3 BHK	1455	948	1166527
82	B	B-1404	2 BHK	1240	799	2810477
83	B	B-1405	2 BHK	1245	802	2725872
84	C	C-001	2.5 BHK	1950	1026	5441900
85	C	C-003	3 BHK	1570	1080	4643760
86	C	C-004	3 BHK	1585	1069	554750
87	C	C-101	3 BHK	1440	974	7458560
88	C	C-103	3 BHK	1570	1080	1411442
89	C	C-203	3 BHK	1645	1080	3445685
90	C	C-204	3 BHK	1635	1069	3134603
91	C	C-301	3 BHK	1950	1026	4552823
92	C	C-304	3 BHK	1773	1069	4006802
93	C	C-401	3 BHK	1440	974	3023140
94	C	C-403	3 BHK	1645	1080	3540957
95	C	C-404	3 BHK	1635	1069	3292297
96	C	C-405	2 BHK	1230	813	2659958
97	C	C-503	3 BHK	1650	1080	3411181
98	C	C-504	3 BHK	1640	1069	4178219
99	C	C-505	2 BHK	1230	813	2571981
100	C	C-601	3 BHK	1950	1026	5212262
101	C	C-603	3 BHK	1778	1080	2371335
102	C	C-604	3 BHK	1768	1069	4070395
103	C	C-605	2 BHK	1230	813	2659959
104	C	C-801	3 BHK	1440	974	2779200
105	C	C-804	3 BHK	1635	1069	4193257
106	C	C-901	3 BHK	1950	1026	4267231
107	C	C-903	3 BHK	1783	1080	3930855

For M/s. SURYA PROJECTS

[Signature]

Managing Partner

Page 35 of 37
For HERO FINCORP LTD.

[Signature]

Authorized Signatory

108	C	C-904	3 BHK	1773	1069	5017729
109	C	C-1001	3 BHK	1440	974	5083599
110	C	C-1002	2 BHK	1195	791	2281862
111	C	C-1004	3 BHK	1635	1069	3376251
112	C	C-1005	2 BHK	1230	813	2659959
113	C	C-1101	3 BHK	1440	974	2724714
114	C	C-1102	2 BHK	1195	791	2716688
115	C	C-1103	3 BHK	1650	1080	3390222
116	C	C-1104	3 BHK	1640	1069	3482256
117	C	C-1105	2 BHK	1230	813	2307349
118	C	C-1201	3 BHK	1950	1026	4215000
119	C	C-1202	2 BHK	1195	791	2716688
120	C	C-1203	3 BHK	1778	1080	4754681
121	C	C-1204	3 BHK	1768	1069	1868253
122	C	C-1301	3 BHK	1440	974	2477174
123	C	C-1302	2 BHK	1195	791	1808367
124	C	C-1303	3 BHK	1650	1080	7513387
125	C	C-1304	3 BHK	1640	1069	3028940
126	C	C-1402	2 BHK	1195	791	1994871
127	C	C-1403	3 BHK	1645	1080	6136201
128	C	C-1404	3 BHK	1635	1069	4002934
				188431	118268	446393196.5

For M/s. SURYA PROJECTS

Anil K
Managing Partner

For HERO FINCORP LTD.

S. S. S.
Authorized Signatory

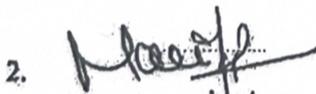
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first here in above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED MORTGAGOR

Sr. No.	Name of the Parties/ Mortgagee/Mortgagee	Constitution	Name of the Person signing on behalf of the Mortgagee	Designation of the Person signing on behalf of the Mortgagee/Mortgagee	Signature and stamp/seal
1.	M/s Surya projects (Mortgagor)	Partnership firm	Mr. Palaka Suresh	Partner	For M/s. SURYA PROJECTS Palaka Managing Partner
2.	Hero Fincorp Limited Mortgagee/Lender	Company	Mr. Siddesh Kumar Narendrappa	Authorized Signatory	For HERO FINCORP LTD. Siddesh Authorized Signatory

Witnesses:

1. 
(Kanthush Reddy)
B. Nareesh
B. Nareesh

2. 
(B. Nareesh)
Loc. B. Nareesh
B. Nareesh-6

**Office of the Director
General of Police**
Commandant General, Home
Guards & Director of Civil Defence
and Director General Karnataka
State Fire & Emergency Services
No. 1, Annaswamy Mudaliar Road
Banglore - 560 042



Phone : 25570733
: 22971501
Fax : 22971512

KARNATAKA STATE FIRE & EMERGENCY SERVICES

NO OBJECTION CERTIFICATE

No. KSFES/GBC(1)/279

Docket No. KSFES/NOC/251/2019

Dated : 13/12/19 12:07

To,

The Commissioner,
BBMP,
Corporation circle,
Hudson Circle,
Bangalore - 560 002.

Sir

Sub : Issue of No Objection Certificate for the construction of Residential building at Katha No.1280/42/44/1&44/2, Municipal No: 260, Sy.Nos: 42, 44/1 & 44/2, of Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk., Bangalore East, BANGALORE - 560067

Ref:

1. Letter dated 10/10/2019 of the Authorized Signatory, M/s.Surya Projects No.439, 11th Main, 14th Cross, BEML Layout, Thubarahalli, Bangalore - 560066., Bangalore East, BANGALORE - 560066

With reference to the letter of the M/s.Surya Projects No.439, 11th Main, 14th Cross, BEML Layout, Thubarahalli, Bangalore - 560066., Bangalore East, BANGALORE - 560066 cited above, the Regional Fire Officer, RFO - Bangalore East Range of this department has inspected the site of proposed Residential buildings at Katha No.1280/42/44/1&44/2, Municipal No: 260, Sy.Nos: 42, 44/1 & 44/2, of Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk., Bangalore East, BANGALORE - 560067 on 23/10/2019 02:00 with reference to the drawings furnished by the builder and the details are as follows:

Part-A: General Building requirements.	
1	<p>Address of Applicant</p> <p>Sri. Palaka Suresh Managing Partner of M/s. Surya Projects No.439, 11th Main, 14th Cross, BEML Layout, Thubarahalli, Bengaluru 560 066.</p>

2	Address of the Premises	Khatha No.1280/42/44/1 & 44/2, Municipal No.260, Ward No.83, Channasandra Village, Bidarahalli Hobli, Bengaluru East Taluk.
3	Number of Buildings	One building with 3 Blocks i.e. Block-A, B & C – connected at 3 rd , 6 th , 9 th & 12 th floor level and Swimming Pool, Male & Female Change / Shower rooms between the Blocks.
4	Number of floors	Block-A, B & C - Each with 2 Common Basements, Common Ground & 14 upper floors.
5	<p>Type of Occupancy</p> <p>Part 4, Fire and Life Safety of Part-IV of NBC of 2016 clause 2.46</p> <p>Occupancy or Use Group:— The principal occupancy for which a building or a part of a building is used or intended to be used; for the purpose of classification of a building according to the occupancy, an occupancy shall be deemed to include subsidiary occupancies which are contingent upon it.</p> <p>Part 4, Fire and Life Safety of Part-IV of NBC of 2016 clause 3.1.2 classification of residential buildings.</p> <p>3.1.2 Group A Residential Buildings</p> <p>These shall include any building in which sleeping accommodation is provided for normal residential purposes with or without cooking or dining or both facilities, except any building classified under Group C.</p> <p>Subdivision A-4 Apartment houses — These shall include any building or structure in which living quarters are provided for three or more families, living independently of each other and with independent cooking facilities, for example, apartment houses, mansions and Chawls.</p>	Residential Sub Division-A -4 (Apartment).
6	Floor wise details of the occupancy :-	<p>Block-A, B & C – connected at 3rd, 6th, 9th & 12th floor level .</p> <p>Common : For parking 130 Lower : Cars. Basement</p> <p>Common : For parking 114 Upper : cars & Fire pump Basement : room.</p> <p>Common : 11 flats, Ground : Multipurpose hall, floor : GYM, Indoor</p>

<p>Basement Parking & services. (details to be provided)</p>	<p>Games, Fire command centre and Swimming Pool, Male & Female Change / Shower rooms.</p> <p>Block-A 1st floor to 14th floor : 05 flats on each floor x 14 floors = 70 flats. Terrace floor : Solar Panels, Lift Machine room, Domestic & Fire overhead tanks.</p> <p>Block-B 1st floor to 14th floor : 05 flats on each floor x 14 floors = 70 flats. Terrace floor : Solar Panels, Lift Machine room, Domestic & Fire overhead tanks.</p> <p>Block-C 1st floor to 14th floor : 05 flats on each floor x 14 floors = 70 flats. Terrace floor : Solar Panels, Lift Machine room, Domestic & Fire overhead tanks.</p> <p>Total Flats : 221 Flats.</p>
<p>Ground floor Details of occupancy. (details to be provided)</p>	<p>Mentioned above.</p>
<p>Upper floors No. of flats on each floor. (details to be provided)</p>	<p>Mentioned above.</p>
<p>Terrace floors Over head tanks, lift Machine room. (details to be provide)</p>	<p>Mentioned above.</p>
<p>7 Height of the building (In Mtrs) As per Part 3 Development Control Rules and General Building Requirements clause 2.10 of NBC 2016 Building, Height of -2.10 Building, Height of — The vertical distance measured in the case of flat roofs, from the average level of the ground around and contiguous to the building or as decided by the Authority to the terrace of last livable floor of the building adjacent to the external walls; and in the case of pitched roofs, up to the point where the external surface of the outer wall intersects the</p>	<p>Each with 44.95 mtrs.</p>

<p>finished surface of the sloping roof; and in the case of gables facing the road, the mid-point between the eaves level and the ridge. Architectural features serving no other function except that of decoration shall be excluded for the purpose of measuring heights.</p>																																																																									
<p>8 Site Area (In Sq.Mtrs) As per Part 3 Development Control Rules and General Building Requirements clause 2.75 of NBC Site (Plot)— A parcel (piece) of land enclosed by definite boundaries.</p>	<p>11,733.28 Sq. Mtrs.</p>																																																																								
<p>9 Built up area of each floor. (Block wise)(In Sq.Mtrs)</p>	<table border="1"> <tr> <td colspan="2">Block-A, B & C – connected at 3rd, 6th, 9th & 12th floor level .</td> </tr> <tr> <td>Common</td> <td>: 4,839.28</td> </tr> <tr> <td>Lower</td> <td>Sq.mtrs.</td> </tr> <tr> <td>Basement</td> <td></td> </tr> <tr> <td>Common</td> <td>: 4,865.32</td> </tr> <tr> <td>Upper</td> <td>Sq.mtrs.</td> </tr> <tr> <td>Basement</td> <td></td> </tr> <tr> <td>Common</td> <td>: 2,030.48</td> </tr> <tr> <td>Ground floor</td> <td>Sq.mtrs.</td> </tr> <tr> <td>1st floor</td> <td>: 1,851.10</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>2nd floor</td> <td>: 1,848.99</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>3rd floor</td> <td>: 2,019.68</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>4th floor</td> <td>: 1,848.99</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>5th floor</td> <td>: 1,851.10</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>6th floor</td> <td>: 2,019.60</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>7th floor</td> <td>: 1,851.10</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>8th floor</td> <td>: 1,848.99</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>9th floor</td> <td>: 2,019.60</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>10th floor</td> <td>: 1,848.99</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>11th floor</td> <td>: 1,851.10</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>12th floor</td> <td>: 1,848.33</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>13th floor</td> <td>: 1,851.10</td> </tr> <tr> <td></td> <td>Sq.mtrs.</td> </tr> <tr> <td>14th floor</td> <td>: 1,848.99</td> </tr> </table>	Block-A, B & C – connected at 3rd, 6th, 9th & 12th floor level .		Common	: 4,839.28	Lower	Sq.mtrs.	Basement		Common	: 4,865.32	Upper	Sq.mtrs.	Basement		Common	: 2,030.48	Ground floor	Sq.mtrs.	1 st floor	: 1,851.10		Sq.mtrs.	2 nd floor	: 1,848.99		Sq.mtrs.	3 rd floor	: 2,019.68		Sq.mtrs.	4 th floor	: 1,848.99		Sq.mtrs.	5 th floor	: 1,851.10		Sq.mtrs.	6 th floor	: 2,019.60		Sq.mtrs.	7 th floor	: 1,851.10		Sq.mtrs.	8 th floor	: 1,848.99		Sq.mtrs.	9 th floor	: 2,019.60		Sq.mtrs.	10 th floor	: 1,848.99		Sq.mtrs.	11 th floor	: 1,851.10		Sq.mtrs.	12 th floor	: 1,848.33		Sq.mtrs.	13 th floor	: 1,851.10		Sq.mtrs.	14 th floor	: 1,848.99
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		Sq.mtrs. Terrace floor : 171.79 Sq.mtrs.
10	Total Built-up area (In Sq.Mtrs)	38,314.61 Sq.mtrs.
11	Surrounding Properties	
	Front	North - 18.30 mtrs wide Channasandra Main Road.
	Rear	South - Vacant land.
	Side 1	East - Vacant land.
	Side 2	West - Vacant land.
	B. Structural details indicating the fire prevention, fire fighting and evacuation measures to be indicated in the drawings	
1	<p>Width of the road to which the building abuts and whether it is hard surfaced to carry the weight of 45000 kgs.</p> <p>As per Part 3 Development Control Rules and General Building Requirements clause 2.83 of NBC 2016</p> <p>Street : Any means of access, namely, highway, street, lane, pathway, alley, stairway, passageway, carriageway, footway, square, place or bridge, whether a thoroughfare or not, over which the public have a right of passage or access or have passed and had access uninterruptedly for a specified period, whether existing or proposed in any scheme, and includes all bunds, channels, ditches, storm-water drains, culverts, footpaths, sidewalks, traffic islands, roadside trees and hedges, retaining walls, fences, barriers and railings within the street lines.</p> <p>a. Name of the Road</p> <p>b. Width of the Road (mtrs)</p> <p>c. Type of Road(Asphalted or Kaccha road)</p> <p>d. Is road a Dead end</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Name of the Road:- 18.30 mtrs wide Channasandra Main Road, located on the northern side.</p> <p>Width of the Road:- 18.30 mtrs.</p> <p>Type of Road: Asphalted.</p> <p>Is road a Dead end: Yes.</p> </div>
	<p>Number of entrances and width of each entrance to the premises & height clearance over the entrance.</p> <p><i>As per Part 3 Development Control Rules and General Building Requirements clause 4.6 (d) of NBC 2016</i></p> <p>1) The main entrance to the plot shall be of adequate width to allow easy access to the fire engine and in no case shall it measure less than 6 m</p> <p>2) The entrance gate shall fold back against the compound wall of the premises, thus leaving the exterior access way within the plot free for movement of fire tender.</p> <p>3) If the main entrance at the boundary wall is built over,</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Main entrance width: 1 entry cum exit of 8.00 mtrs width from 18.30 mtrs wide Channasandra Main Road, located on the northern</p> </div>

2 the minimum clearance shall be 4.5 m

side.

Is Entrance gate provisioned:
YES, provisioned.
Is any Pergola planned : No.

As per Part 3 Development Control Rules and General Building Requirements clause 4.6 of NBC 2016

a) The width of the main street on which the building abuts shall not be less than 12 m and one end of this street shall join another street not less than 12 m in width.

b) The road shall not terminate in a dead end; except in the case of residential building, up to a height of 30 m

a. Main entrance width (mtrs)

b. Is Entrance gate provisioned

c. Is any Parabola planned

Width of open space (Setbacks)

Width of open space (Setbacks) 24

As per Part 3 Development Control Rules and General Building Requirements of NBC 2016

Clause 2.57 Open Space: — An area, forming an integral part of the plot, left open to the sky. NOTE — The open space shall be the minimum distance measured between the front, rear and side of the building and the respective plot boundaries.

2.58 Open Space, Front — An open space across the front of a plot between the building line and front boundary of the plot.

2.59 Open Space, Rear — An open space across the rear of a plot between the rear of the building and the rear boundary of the plot.

2.60 Open Space, Side — An open space across the side of the plot between the side of the building and the side boundary of the plot.

As per Part 3 Development Control Rules and General Building Requirements clause of NBC 2016 Table 4 Side and Rear Open spaces to be left around the Building (Clause 8.2.3.1)

Sl No.	Height of Building	Side and rear open spaces to be left around the building
1.	10	3
2.	15	5
3.	18	6
4.	21	7
5.	24	8
6.	27	9

Height of the building:- Block-A, B & C – connected at 3rd, 6th, 9th & 12th floor level - Each with 44.95 mtrs.

Setbacks required all around the building - Minimum 13.00 mtrs.

3

7.	30	10
8.	35	11
9.	40	12
10.	45	13
11.	50	14
12.	55	16
13.	70	17
14.	120	18
15.	Above 120	20

NOTES:

- 1 For buildings above 24 m in height, there shall be a minimum front open space of 6 m
2. Where rooms do not derive light and ventilation from the exterior open space, the width of such exterior open space as given in col 3 may be reduced by 1 m subject to a minimum of 3 m and a maximum of 8 m. No further projections shall be permitted.
3. If the length or depth of the building exceeds 40 m, add to col (3) ten percent of length or depth of building minus 4.0 m subject to maximum requirement of 20 m

As per Part 3 Development Control Rules and General Building Requirements clause of NBC 2016 Clause 4.6 (C):

- 1) The approach to the building and open spaces on all its sides shall be not less than 6 m in width, and a turning radius of minimum 9 m shall be provided for fire tender movement of fire tenders weighing up to 45 t.
- 2) The same shall be hard surface capable of taking the mass of fire tender, weighing up to 45 t minimum. For heavier fire tenders, the minimum width, turning radius and the hard surface capable of taking the fire tender loads shall be as per the requirement laid down by the Fire Department. The layout for the open space for fire tender movement shall be done in consultation with the Chief Fire Officer of the city, which shall be kept free of obstructions and shall be motorable. The compulsory open spaces around the building shall not be used for parking.
- 3) If the main entrance at the boundary wall is built over, the minimum clearance shall be 4.5 m.

a. Height of the building (mtrs)

b. Setback space left (mtrs)

Note: Any specific claims on relaxation of setback to be notified with necessary supporting documents.

Front (North) : Min 14.51 mtrs.
Rear (South) : Min 13.14 mtrs.
Side (East) : Min 14.50 mtrs.
Side (West) : Min 13.02 mtrs.

Driveway space left : Proposed to provide 8.00 mtrs. wide driveway all around the building from the building line with a turning radius of minimum 9.00 mtrs. for the easy movement of fire vehicles. **Further required setbacks of minimum 13.00 mtrs all around the building shall be at even level without any structure and projections up to a height of 5.50 mtrs. These setbacks shall be always kept free from any construction or utilization like garden, landscaping, mechanical parking etc.**

Width of means of access

As per Part 3 Development Control Rules and General Building Requirements of NBC 2016

Clause 4.3 Width of Means of Access

The residential plots shall abut on a public means of access like street/road which is 12mtrs wide.

Plots which do not abut on a street/road shall abut/front on a means of access, the width and other requirements of which shall be as given in Table 1.

Table 1 Width and Length of Means of Access (Clause 4.3)

Sl no.	Width of means access	Length of means access
(1)	(2)	(3)
i.	6.0	75
ii.	7.5	150
iii.	9.0	250
iv.	12.0	400
v.	18.0	1000
vi.	24.0	Above 1000

Note: If the development is only on one side of the means of access, the prescribed widths may be reduced by 1 m in each case.

In no case, development on plots shall be permitted unless it is accessible by a public street of width not less than 6 m.

Street/ Road width (mtrs)

Street/ Road width: 18.30 mtrs. wide Channasandra Main Road.

The length of means of access from 18.30 mtrs. wide Channasandra Main Road to Building line is within 164.00 mtrs. Hence proposed to provide minimum 12.00 mtrs. wide means of access up to Building line from the abutting road.

Arrangement for parking the cars and ramps.

Arrangement for parking the cars and ramps. 26

As per Part 3 Development Control Rules and General Building Requirements of NBC 2016

Clause 2.63: Parking Space — An area enclosed or unenclosed, covered or open, sufficient in size to park vehicles, together with a drive-way connecting the parking space with a street or alley and permitting ingress and egress of the vehicles.

Arrangement for parking the cars and ramps and conditions for buildings on podium.

4.6.1 Buildings on Podium

4.6.1.1 Podium is a horizontal projection (platform) extending beyond the building footprint on one or more sides, and may consist of one or more levels (see Fig. 8A).

4.6.1.2 Uses permitted Podium may be used for the

following purposes:

- a) Parking of vehicles . When used for parking, one WC, two urinals and two wash basins for every 500 cars or part thereof, shall be provided on each podium floor. At least one accessible toilet complying with the requirements given in B-9 shall be provided preferably near the accessible parking. Provision for driver's rest room for non- residential building shall be made.
- b) Fire and building services/utilities in accordance with the provisions of other Parts/ Sections of the Code.
- c) Topmost podium slab which is open to sky maybe landscaped and/or be used as recreational open space; subject to provision of 1.6 m high parapet wall.
- d) Other habitable uses may be allowed by counting it in FAR subject to light, ventilation and fire safety requirements.

Uses proposed in (a) to (c), shall not be counted towards FAR.

4.6.1.3 Requirements

Following requirements shall be satisfied for buildings constructed on podium:

- a) A podium may be permitted in a plot of area 1 500 m² or more.
- b) A podium, if provided with ramp, may be permitted in one or more levels, however the total height shall not exceed 30.0 m above ground level.
- c) In case a podium is not provided with ramp, but provided with car lift only, the same may also be permitted in one or more levels, however, the total height shall not exceed 9.0 m above ground level.
- d) Requirements for ramp for vehicles (see Fig. 8B):
 - 1) One way ramp of clear width of minimum 3.0 m and two way ramp with clear width of minimum 6.0 m shall be provided for LMV.
 - 2) One way ramp of clear width of minimum 4.5 m and two way ramp with clear width of minimum 9.0 m shall be provided for LCV.
 - 3) One way ramp of clear width of minimum 6.0 m and two way ramp with clear width of minimum 12.0 m shall be provided for HMV.
 - 4) Ramp slope shall be maximum 1 in 8.
 - 5) After a 40 m length of continuous ramp, a flat surface of minimum 6.0 m length shall preferably be provided (see Fig. 8B).
 - 6) If podium is accessible to fire tender, minimum 7.5 m wide ramp shall be required for fire engine access with

Provision has been made to park 130 cars at common Lower basement parking area and 114 cars at common upper basement parking area (total 244 cars).

No. of Ramp:- The land is natural slope & basement is open type on the southern side. Ramp cum driveway have been proposed with entry of 3.50 mtrs width & exit of 4.50 mtrs width for the vehicle to reach the upper basement parking from the ground floor. 2 ramps, each of 3.50 mtrs width for the vehicle to reach the lower basement parking area from the upper basement parking area.

Width of Ramp:- Mentioned above.

Type of Ramp:- One way

maximum slope of 1 in 10.

e) Podium shall not be permitted in required minimum front open space.

f) Podium, if accessible to fire tender, shall be so designed so as to take the load of fire tender weighing up to 45 t minimum or as per the requirement laid down by the Fire Department.

g) Requirement of accessibility for elders and persons with disabilities shall be ensured in compliance with the provisions of Annex B which may require providing ramps with specified gradient or accessible lifts for access to different levels.

4.6.1.4 Requirements for fire tender movement

a) Buildings having height more than 15 m above ground level shall necessarily be accessible by fire tender, as follows (see Fig. 9A):

1) For buildings having floor area less than 10 000 m², fire tenders shall have access to at least one-third of the perimeter of building which shall be minimum 6.0 m wide and having 9.0 m turning radius.

2) For buildings having floor area more than 10 000 m², fire engine shall have an access to at least to half of the perimeter of building which shall be minimum 6.0 m wide and having 9.0 m turning radius.

b) If podium is not accessible by fire tender, the podium may be such that it is not extended beyond the building footprint to an extent more than 11.0 m on the side where fire tender access is provided (see Fig. 9B and Fig. 9C). Such restriction shall not apply in case podium is accessible by fire engine (see Fig. 9D).

c) Minimum 6.0 m driveway width and 9.0 m width at turning shall be available for fire tender movement all around the podium. NOTE . The width and turning radius of ramp for fire tender access, and requirements of motorable open space for fire tender movement given above pertain to fire tender weighing up to 45 t and its operability. For heavier fire tenders, these shall be as per the requirement laid down by the Fire Department [see also 4.6 (c)].

4.7 Cul-de-sacs giving access to plots and extending from 150 m to 275 m in length with an additional turning space at 150 m will be allowed only in residential areas, provided cul-de-sacs would be permissible only on straight roads and further provided the end of cul-de-sacs shall be higher in level than the level of the starting point of such dead end road. The turning space, in this case shall be not less than 81 m² in area, with no dimension less than 9 m.

a. No. of ramps

b. Width of Ramp (mtr)

Type of Ramp: One way.

Gradation:- 1 : 10

Location of Ramp:- Both the ramps are located within the building line at southern side.

c. Type of Ramp; Single or double (one way/ two way)

d. Gradation

e. Location of Ramp

Staircases

As per NBC 2016, Part 4, Fire and Life Safety clause 4.4.2.4.3 Staircases,

As mentioned in Part 4, Fire and Life Safety clause 1.2 All buildings, shall have a minimum of two staircases.

The provisions of this Part are applicable to,

- a) all high rise buildings; where any of these buildings have floor area more than 500 m² on any one or more floors;
- 6) Buildings with two basements or more, or with one basement of area more than 500 m² unless otherwise mentioned specifically in the provisions.

The minimum width of tread without nosing shall be 250 mm for staircase of residential buildings. The treads shall be constructed and maintained in a manner to prevent slipping. The maximum height of riser shall be 150 mm. The number of risers shall be limited to 12 per flight. The staircases may be internal staircases or external staircases.

4.4.2.4.3.2 Internal staircases

The internal staircases may be constructed with an external wall, or otherwise, and shall comply with the following:

- a) Internal stairs shall be constructed of non- combustible materials throughout, and shall have fire resistant rating of minimum 120 min.
- b) A staircase shall not be arranged round a lift shaft.
- c) Exits shall not be used as a portion of a supply, return or exhaust air system serving adjoining areas. Any opening(s) shall not be permitted in walls or in doors, separating exits from adjoining areas.
- d) No flue chimney, electromechanical equipment, air conditioning units, gas piping or electrical panels shall be allowed in the stairway.

e) Notwithstanding the detailed provision for exits in accordance with 4.2 and 4.3, ***the following minimum width shall be provided for staircases for respective occupancies:***

1) Residential (A-4) : 1.25 m.

f) A handrail shall be provided on one side of the staircase of width less than 1 500 mm, and on both sides of the staircase of width 1 500mm and more. The projection of handrail(s) in the staircase width shall not be more than 115 mm.

h) The design of staircase shall also take into account the

Proposed to provide 06 staircases (2 in each Block i.e. Block-A, B & C).

Floor area –
Maximum floor area is 2,019.68 Sq.mtrs.

Area of Basement : Maximum area is 4,865.32 Sq.mtrs.

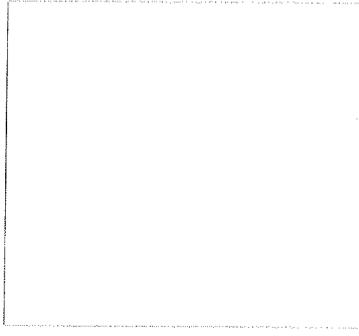
No. of Basement :- 02 Basements.

- 6 following:
- 1) The minimum headroom in a passage under the landing of a staircase and under the staircase shall be 2.2 m
 - 2) Access to exit staircase shall be through a fire door of a minimum 120 min fire resistance rating.
 - 3) No living space, store or other fire risk shall open directly into staircases.
 - 4) The exit (including staircases) shall be continuous from refuge floors or terrace level, as applicable, to the level of exit discharge.
 - 5) No electrical shafts/air conditioning ducts or gas pipes, etc, shall pass through or open in the staircases.
 - 6) Lifts shall not open in staircase.
 - 7) No combustible material shall be used for decoration/wall panelling in the staircase.
 - 8) Beams/columns and other building features shall not reduce the head room/ width of the staircase.
 - 9) The floor indication board, indicating the location/designated number of staircase, respective floor number and direction to exit discharge shall be placed inside the staircase, on the wall nearest to the fire door. It shall be of size not less than 300 mm x 200 mm (see Fig. 9).
 - 10) Individual floors shall be prominently indicated on the wall outside the staircase and facing it.
- 11) All staircases shall terminate at the level of exit discharge. The access to the basement shall be by a separate staircase.*
- 12) Scissors type staircases shall not be treated as part of exit.*
- a. No. of Staircases in Blocks/Wings
 - b. Floor area (sqmt)**
 - c. Area of Basement (sqmt)
 - d. No. of Basement
 - e. Thread width (mm)
 - f. No. of Risers (nos)
 - g. Fire Rating (min)
 - h. Stairs around Lift : YES/NO
 - i. Stairs are clear from any other service routings : YES/NO
 - j. No other services is taken inside the stairs : YES/NO
 - k. Staircase width : (mtrs)
 - l. Staircase head room: (mtrs)

Fire Rating 120 min.
Stairs around Lift : NO.
Stairs are clear from any other service routings : YES.
No other services is taken inside the stairs : YES.
Fire door rating
Fire Signage board : YES.
Staircase terminated at Ground level: All the Staircases are terminated at ground floor and 06 separate staircases have been proposed to reach the Common basement parking area from the ground floor. Further all the staircases are enclosed at each floor level by using self closing smoke stop swing door.

	<p>m. Fire door rating : (min)</p> <p>n. Fire Signage board : <u>YES/NO</u></p> <p><u>o. Staircase terminated at Ground level: YES/NO</u></p>	
<p>7</p>	<p>EXTERNAL STAIRCASE</p> <p>4.4.2.4.3.4 External staircases</p> <p>The external staircases are the staircases provided on the external wall/facade, and shall comply with the following:</p> <p>a) External stairs shall always be kept in sound and usable condition.</p> <p>b) All external stairs shall be directly connected to the ground.</p> <p>c) Entrance to the external stairs shall be separate and remote from the internal staircase.</p> <p>d) Where an external staircase is provided, it shall be ensured that the use of it at the time of fire is not prejudiced by smoke and flame from openings (for example, windows, doors) in the external face of the building. Care shall be taken to ensure that no external wall or window opening opens on to or close to an external stair. If such openings exists within 3 m from an external staircase, they shall be protected with fire rated doors/window assemblies with rating of at least 60 min.</p> <p>e) The external stairs shall be constructed of non-combustible materials, and any doorway leading to it shall have minimum 120 min fire resistance.</p> <p>f) No external staircase shall be inclined at an angle greater than 45° from the horizontal.</p> <p>g) External stairs shall have straight flight not less than 1 500 mm wide. h) Handrails, to be provided on both sides, shall be of a height not less than 1 000 mm and not exceeding 1 200 mm. There shall be provisions of balusters with maximum gap of 150 mm</p> <p>a. Type of External staircase:</p> <p>b. Location of External stairs: YES/ NO</p> <p>c. Fire rating of door (min)</p> <p>d. Width of stairs: (mtrs)</p> <p>e. Section & Elevation of stairs:</p>	<p>Not proposed.</p>
<p>8</p>	<p>Staircase Size:</p>	
	<p>Staircase Size</p> <p>a. Width of the staircases.</p> <p><i>As per Clause 4.4.2.4.3.2 of Part 4 Fire and Life Safety of NBC 2016</i> The following minimum width shall be provided for:</p> <p>1) Residential (A-4) : 1.25 m</p>	<p>Each of 1.50 mtrs.</p>
	<p>b. Width of treads</p>	

<p><i>As per clause 4.4.2.4.3.1 of Part 4 Fire and Life Safety of NBC 2016:</i> The minimum width of tread without nosing shall be 250 mm for staircase of residential buildings.</p>	<p>300 mm.</p>
<p>c. Height of riser <i>As per clause 4.4.2.4.3.1 of Part 4 Fire and Life Safety of NBC 2016 :</i> The maximum height of riser shall be 150 mm for staircase of residential buildings.</p>	<p>150 mm.</p>
<p>d. Number of risers in a flight <i>As per clause 4.4.2.4.3.1 of Part 4 Fire and Life Safety of NBC 2016:</i> The number of risers shall be limited to 12 per flight.</p>	<p>12 risers per flight.</p>
<p>e. Height of hand rails <i>As per clause 4.4.2.4.3.2 (f) of Part 4 Fire and Life Safety of NBC 2016:</i> Handrails shall be provided at a height of 1 000 mm to be measured from the base of the middle of the treads to the top of the handrails. Balusters/railing shall be provided such that the width of staircase does not reduce.</p>	<p>1.00 mtr.</p>
<p>f. Head room clearance <i>As per Part 3 Development Control Rules and General Building Requirements clause 2.70 of NBC 2016</i> <i>As per clause 4.4.2.4.3.2 (h) (1) of Part 4 Fire and Life Safety of NBC 2016:</i> The minimum headroom in a passage under the landing of a staircase and under the staircase shall be 2.2 m.</p>	<p>2.20 mtrs.</p>
<p>9 Fire Tower As per Part-4, NBC 2016, 2.24 Firefighting Shaft (Fire Tower) -An enclosed shaft having protected area of 120 min fire resistance rating comprising protected lobby, staircase and fireman's lift, connected directly to exit discharge or through exit passageway with 120 min fire resistant wall at the level of exit discharge to exit discharge. These shall also serve the purpose of exit requirement/strategy for the occupants. The respective floors shall be approachable from fire-fighting shaft enabling the fire fighters to access the floor and also enabling the fire fighters to assist in evacuation through fireman's lift. The firefighting shaft shall be equipped with 120 min fire doors. The firefighting shaft shall be equipped with firemen talk back, wet riser and landing valve in its lobby, to fight fire by fire fighters (see Fig. 2 for a typical fire fighting shaft).</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Proposed to provide 3 Nos. Fire Towers (1 in each Block i.e. Block-A, B & C) as per Part-4, NBC-2016,2.24.</p> </div>



Travel Distance
As per clause 2.59 of Part 4 Fire and Life Safety of NBC 2016:

The distance to be travelled from any point in a building to a protected exit or external escape route or final exit measured along the line of travel.

Table 5 Travel Distance (Based on Occupancy and Construction Type) (Clauses 4.4.2.1 and 4.4.2.2) of Part 4 of NBC 2016.

Sl No.	Occupancy Group	Maximum Travel distance	
		Type 1 & 2	Type 3 and 4
I.	Residential (Group A)	30.00	22.50

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Notes:

1. For fully sprinklered building, the travel distance may be increased by 50 percent of the values specified.
2. Ramp shall not be counted as an exit in case of basement below the first basement in car parking.

Block – A, B & C.

Maximum 29.75 mtrs. from the farthest point to staircases in basements.

Maximum 29.75 mtrs. from the farthest point and maximum 14.50 mtrs. from the dead end of the corridor to the staircases in upper floors.

Number of lifts and capacity

Lift: An appliance designed to transport persons or materials between two or more levels in a vertical or substantially vertical direction by means of a guided car or a platform. The word elevator is also synonymously used for lift.

As per clause 4.15.1 of Part-4 Fire and Life Safety of NBC-2005

Where applicable, fire lifts shall be provided with a minimum capacity for 8 passengers and fully automated with emergency switch on ground level. In general, buildings 15 m in height or above shall be provided with fire lifts.

Fire Lifts — Following details shall apply for a fire lift:

- 1) To enable fire services personnel to reach the upper floors with the minimum delay, one fire lift per 1 200 m² of floor area shall be provided and shall be available for the exclusive use of the firemen in an emergency.
- 2) The lift shall have a floor area of not less than 1.4 m². It shall have loading capacity of not less than 545 kg (8 persons lift) with automatic closing doors of minimum 0.8 m width.
- 3) The electric supply shall be on a separate service from electric supply mains in a building and the cables run in a route safe from fire, that is, within the lift shaft. Lights and fans in the elevators having wooden panelling or sheet steel construction shall be operated on 24 V supply.
- 4) *Fire fighting lift should be provided with a ceiling hatch for use in case of emergency, so that when the car gets stuck up, it shall be easily openable.*
- 5) *In case of failure of normal electric supply, it shall automatically trip over to alternate supply. For apartment houses, this changeover of supply could be done through manually operated changeover switch. Alternatively, the lift shall be so wired that in case of power failure, it comes down at the ground level and comes to stand-still with door open.*
- 6) The operation of a fire lift is by a simple toggle or two-button switch situated in a glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call-points will become inoperative and the lift will be on car control only or on a priority control device. When the switch is off, the lift will return to normal working. This lift can be used by the occupants in normal times.
- 7) The words 'Fire Lift' shall be conspicuously displayed in fluorescent paint on the lift landing doors at each floor level.
- 8) The speed of the fire lift shall be such that it can reach the top floor from ground level within 1 min.

Specification of lifts:

C-1.5 Lifts

General requirements of lifts shall be as follows:

- 11 a) Walls of lift enclosures shall have a fire rating of 2 h; lifts shafts shall have a vent at the top of area not less than 0.2 m².
- b) Lift motor room shall be located preferably on top of the shaft and separated from the shaft by the floor of the room.
- c) Landing doors in lift enclosures shall have a fire resistance of not less than 1 h.
- d) The number of lifts in one row for a lift bank shall not

Proposed to provide total 06 lifts, 1 Fireman lift of 08 passenger's capacity & 1 passenger lift of 10 passengers capacity in each Block i.e. Block-A, B & C.

exceed 4 and the total number of lifts in the bank (of two rows) shall not exceed 8. A wall of 2 h fire rating shall separate individual shafts in a bank.

e) Lift car door shall have a fire resistance rating of half an hour.

f) Collapsible gates shall not be permitted for lifts and shall have solid doors with fire resistance of at least 1 h.

g) If the lift shaft and lobby is in the core of the building, a positive pressure between 25 and 30 Pa shall be maintained in the lobby and a positive pressure of 50 Pa shall be maintained in the lift shaft. The mechanism for pressurization shall act automatically with the fire alarm; it shall be possible to operate this mechanically also.

h) Exit from the lift lobby, if located in the core of the building, shall be through a self closing smoke stop door of half an hour fire resistance.

j) Lifts shall not normally communicate with the basement; if, however, lifts are in communication, the lift lobby of the basements shall be pressurized as in (g), with self-closing door as in (h).

k) Grounding switch(es), at ground floor level, shall be provided on all the lifts to enable the fire service to ground the lifts.

m) Telephone or other communication facilities shall be provided in lift cars for building of 30 m in height and above. Communication system for lifts shall be connected to fire control room for the building.

n) Suitable arrangements such as providing slope in the floor of lift lobby, shall be made to prevent water used during fire fighting, etc, at any landing from entering the lift shafts.

p) A sign shall be posted and maintained on every floor at or near the lift indicating that in case of fire, occupants shall use the stairs

unless instructed otherwise. The sign shall also contain a plan for each floor showing the locations of the stairways.

Alternate source of power supply shall be provided for all the lifts through a manually operated changeover switch.

No. Of Lifts
Description
Capacity

Structural material

RCC materials and brick walls of not less than two hours fire resistance should be used for the construction of

RCC materials and brick walls of not less than two hours fire resistance should be used for the construction of structures. Only fire

12	<p>fire resistance should be used for the construction of structures. Only fire resistant materials or materials treated with fire retardant chemicals, should be used for interior decoration work. While attending the interior decoration the fixed fire fighting systems like sprinklers / risers etc., should not be covered or shifted from their original location.</p>	<p>resistant materials or materials treated with fire retardant chemicals should be used for interior decoration work. While attending the interior decoration the fixed fire fighting systems like sprinklers / risers etc., should not be covered or shifted from their original location.</p>
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13	<p>Basements: 12.9.3. The basement shall have the following requirements: a) Every basement shall be in every part at least 2.4 m in height from the floor to the underside of the roof slab or ceiling; b) Adequate ventilation shall be provided for the basement. The ventilation requirements shall <i>be the same as required by the particular occupancy according to byelaws. Any deficiency may be met by providing adequate mechanical ventilation in the form of blowers, exhaust fans, air conditioning systems, etc;</i> c) The height of the ceiling of any basement shall be minimum 0.9 m and the maximum, 1.2 m above the average surrounding ground level. <i>However, in case of parking, mercantile or business occupancy at ground floor, minimum height of the ceiling of the basement may be 0.3 m above the average surroundings ground level subject to mechanical ventilation being provided (see Fig. 11);</i> d) Adequate arrangements shall be made such that surface drainage does not enter the basement;</p>	
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	<p>e) The walls and floors of the basement shall be watertight and be so designed that the effects of the surrounding soil and moisture, if any, <i>are taken into account in design and adequate damp proofing treatment is given;</i> f) The access to the basement shall be separate room the main and alternative staircase providing access and exit from higher floors. <i>Where the staircase is continuous in the case of buildings served by more than one staircase, the same shall be of enclosed type serving as a fire separation from the</i></p>	<p>Proposed to provide basement ventilation as per specification.</p>
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basement floor and higher floors. Open ramps shall be permitted if they are constructed within the building line subject to the provision of (d);

g) Access to basements through ramps shall be permitted subject to provision of (d). The requirements for the ramps shall be in accordance with 4.6.1.3 [see also Fig. 8 (b)];

h) For all public buildings and uses including group housing, having basement going up to more than one level, access to all levels shall also be provided through lift. The exit requirements in basements shall comply with the provisions of Part 4 .Fire and Life Safety. of the Code.

Smoke control of exits
NBC 2016, Part 4, Fire and Life Safety Clause
4.4.2.5 Smoke control of exits

a) In building design, compartment-tation plays a vital part in limiting the spread of fire and smoke. The design should ensure avoidance of spread of smoke to adjacent spaces through the various leakage openings in the compartment enclosure, such as cracks, openings around pipes ducts, airflow grills and doors. In the absence of proper sealing of all these openings, smoke and toxic gases will obstruct the free movement of occupants of the building through the exits. Pressurization of staircases is of great importance for the exclusion of smoke and toxic gases from the protected exit.

b) Pressurization is a method adopted for protecting the exits from ingress of smoke, especially in high-rise buildings. In pressurization, air is injected into the staircases, lobbies, etc, as applicable, to raise their pressure slightly above the pressure in adjacent parts of the building. As a result, ingress of smoke or toxic gases into the exits will be prevented. The pressurization of staircases and lift lobbies shall be adopted as given in Table 6. The pressure difference for staircases shall be 50 Pa. Pressure differences for lobbies (or corridors) shall be between 25 Pa and 30 Pa. Further, the pressure differential for enclosed staircase adjacent to such lobby (or corridors) shall be 50 Pa. For enclosed staircases adjacent to non-pressurized lobby (or corridors), the pressure differential shall be 50 Pa.

c) Equipment and ductwork for staircase pressurization shall be in accordance with one of the following:

1) Directly connected to the stairway by ductwork enclosed in non-combustible construction.

2) If ducts used to pressurize the system are passed through shafts and grills are provided at each level, it shall be ensured that hot gases and smoke from the building cannot ingress into the staircases under any circumstances.

d) The normal air conditioning system and the pressurization system shall be designed and interfaced to meet the requirements of emergency services. When the emergency pressurization is brought into action, the following changes in the normal air conditioning system shall be effected:

1) Any re-circulation of air shall be stopped and all exhaust air vented to atmosphere.

2) Any air supply to the spaces/areas other than exits shall be stopped.

3) The exhaust system may be continued provided,

i) the positions of the extraction grills permit a general air flow away from the means of egress;

ii) the construction of the ductwork and fans is such that, it will not be rendered inoperable by hot gases and smoke; and

iii) there is no danger of spread of smoke to other floors by the path of the extraction system which can be ensured by keeping the extraction fans running.

e) For pressurized stair enclosure systems, the activation of the systems shall be initiated by signalling from fire alarm panel.

f) Pressurization system shall be integrated and supervised with the automatic/manual fire alarm system for actuation.

g) Wherever pressurized staircase is to be connected to unpressurized area, the two areas shall be segregated by 120 min fire resistant wall.

h) Fresh air intake for pressurization shall be away (at least 4 m) from any of the exhaust outlets/grille.

Pressurization of staircases & lift lobbies may be recommended as per requirement mentioned in Table-6.

As per clause 2.49 of Part 4 Fire and Life Safety of NBC 2016:

Pressurization – The establishment of a pressure difference across a barrier to protect a stairway, lobby, escape route or room of a building from smoke penetration.

Smoke exhaust and Pressurization of areas above ground as per clause 4.6.1 of Part 4 Fire and Life Safety of NBC 2016

Corridors in exit access (exit access corridor) are created for meeting the requirement of use, privacy and layout in various occupancies. These are most often noted in hospitality, health care occupancies and sleeping accommodations.

Exit access corridors of guest rooms and indoor patient department/areas having patients lacking self preservation and for sleeping accommodations such as apartments, custodial, penal and mental institutions, etc, shall be provided with 60 min fire resistant wall and 20 min self-closing fire doors along with all fire stop sealing of penetrations. Smoke exhaust system having make-up air and exhaust air system or alternatively pressurization system with supply air system for these exit access corridors shall be required. Smoke exhaust system having make-up air and exhaust air system shall also be required for theatres/auditoria. Such smoke exhaust system shall also be required for large lobbies and which have exit through staircase leading to exit discharge. This would enable eased exit of people through smoke controlled area to exit discharge.

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All exit passageway (from exit to exit discharge) shall be pressurized or naturally ventilated. The mechanical pressurization system shall be automatic in action with manual controls in addition. All such exit passageway shall be maintained with integrity for safe means of egress and evacuation. Doors provided in such exit passageway shall be fire rated doors of 120 min rating.

Smoke exhaust system where provided, for above areas and occupancies shall have a minimum of 12 air changes per hour smoke exhaust mechanism. Pressurization system where provided shall have a minimum pressure differential of 25-30 Pa in relationship to other areas.

The smoke exhaust fans in the mechanical ventilation system shall be fire rated, that is, 250°C for 120 min.

For naturally cross-ventilated corridors or corridors with operable windows, such smoke exhaust system or pressurization system will not be required.

Smoke Exhaust and Pressurization of areas below Ground.

As per clause 4.6.2 of Part 4 Fire and Life Safety of NBC 2016:

Each basement shall be separately ventilated Vents with cross-sectional area (aggregate) not less than 2.5 percent of the floor area spread evenly round the perimeter of the basement shall be provided in the form of grills, or breakable stall board lights or pavement lights or by way of shafts.*

Alternatively, a system of mechanical ventilation

Proposed to provide Smoke control of exits and staircases are naturally ventilated at upper floors as per NBC-2016.

system may be provided with following requirements:

a) Mechanical ventilation system shall be designed to permit 12 air changes per hour in case of fire or distress call. However, for

normal operation, air changes schedule shall be as given in Part 8 'Building Services, Section 3 Air conditioning, Heating and Mechanical Ventilation' of the Code.

b) In multi-level basements, independent air intake and smoke exhaust shafts (masonry or reinforced concrete) for respective basement levels and compartments therein shall be planned with its make-up air and exhaust air fans located on the respective level and in the respective compartment. Alternatively, in multi-level basements, common intake masonry (or reinforced cement concrete) shaft may serve respective compartments aligned at all basement levels. Similarly, common smoke exhaust/outlet masonry (or reinforced cement concrete) shafts may also be planned to serve such compartments at all basement levels. All supply air and exhaust air fans on respective levels shall be installed in fire resisting room of 120 min. Exhaust fans at the respective levels shall be provided with back draft damper connection to the common smoke exhaust shaft ensuring complete isolation and compartmentation of floor isolation to eliminate spread of fire and smoke to the other compartments/floors.

c) Due consideration shall be taken for ensuring proper drainage of such shafts to avoid insanitation condition. Inlets and extracts may be terminated at ground level with stall board or pavement lights as before. Stall board and pavement lights should be in positions easily accessible to the fire brigade and clearly marked 'AIR INLET' or 'SMOKE OUTLET' with an indication of area served at or near the opening.

d) Smoke from any fire in the basement shall not obstruct any exit serving the ground and upper floors of the building.

e) The smoke exhaust fans in the mechanical ventilation system shall be fire rated, that is, 250°C for 120 min.

f) The smoke ventilation of the basement car parking areas shall be through provision of supply and exhaust air ducts duly installed with its supports and connected to supply air and exhaust fans. Alternatively, a system of impulse fans (jet fans) may be used for meeting the requirement of smoke ventilation complying with the following:

1) Structural aspects of beams and other down stands/services shall be taken care of in the planning

and provision of the jet fans.

- 2) Fans shall be fire rated, that is, 250°C for 120 min.
- 3) Fans shall be adequately supported to enable operations for the duration as above.
- 4) Power supply panels for the fans shall be located in fire safe zone to ensure continuity of power supply.
- 5) Power supply cabling shall meet circuit integrity requirement in accordance with accepted standard [4(13)].

The smoke extraction system shall operate on actuation of flow switch actuation of sprinkler system. In addition, a local and/or remote 'manual start-stop control/switch' shall be provided for operations by the fire fighters. Visual indication of the operation status of the fans shall also be provided with the remote control. No system relating to smoke ventilation shall be allowed to interface or cross the transformer area, electrical switchboard, electrical rooms or exits. Smoke exhaust system having make-up air and exhaust air system for areas other than car parking shall be required for common areas and exit access corridor in basements/underground structures and shall be completely separate and independent of car parking areas and other mechanical areas. Supply air shall not be less than 5 m from any exhaust discharge openings.

Compartmentation

Compartmentation 42

As per clause 4.5 of Part 4 Fire and Life Safety of NBC 2016:

4.5.1 General

a) It is important to limit the spread of a fire in any building. The usual method is to use fire barriers. In some instances these barriers need to be penetrated for ductwork, plumbing and electrical systems, and in such cases, use of passive fire protection measures shall be done so that the integrity of these barriers is not compromised.

b) Floor(s) shall be compartmented with area as given below.

4.5.2 All floors shall be compartmented / zoned with area of each compartment being not more than 750 m². The maximum size of the compartment shall be as follows, in case of sprinklered Basement/Building:

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Sl No	Use	Compartment- Area m2	ation
1.	Basement parking	car 3000	

Proposed to provide water curtain system in basement and fire barrier in upper floors as per NBC-2016.

Basements

- 2. 2000
(other than car parking)

*In addition, there shall be requirement of a minimum of two compartments if the floor plate size is equal or less than the areas mentioned above. However, such requirement of minimum two compartments shall not be required, if the floor plate is less than 750 m².
Compartmentation shall be achieved by means of fire barrier having fire resistance rating of 120 min.*

Gas Supply
Gas Supply

As per clause 4.7.1 of Part 4 Fire and Life Safety of NBC 2016:

Town Gas/ LPG supply pipes

Where gas pipes are run in buildings, the same shall be run in separate shafts exclusively for this purpose and these shall be on external walls, away from the staircases. Gas distribution pipes shall always be below the false ceiling. The length of these pipes shall be as short as possible. In the case of kitchen cooking range area, hood should have grease filters using metallic grill to trap oil vapours escaping into the fume hood.

NOTE — For detailed information on gas pipe installations, reference may be made to Part 9 'Plumbing Services, Section 4 Gas Supply' of the Code.

4.7.2 Thermal detectors These shall be installed into fume hoods of large kitchens for hotels, hospitals, and similar areas located in high rise buildings. Arrangements shall be made for automatic tripping of the exhaust fan in case of fire. If gas is used, the same shall be shut off. The voltage shall be 24 V or 100 V d.c. operated with external rectifier. The valve shall be of the hand re-set type and shall be located in an area segregated from cooking ranges. Valves shall be easily accessible. The hood shall have manual facility for steam or suitable hood extinguishing gas released depending on duty condition.

4.7.3 Gas cylinders and manifold shall need to be housed in a detached location with no other occupancy within distances prescribed in good practice [4(14)] thereof. There shall be an enclosure suitably ventilated. It is desirable to provide medium velocity spray nozzles which can be operated by quick opening valve situated away from the enclosure.

4.7.4 In the case of gas cylinders, if manifold has to be installed on podium/close to podium, the same shall be away from any air intakes/smoke exhaust openings/ any windows.

Not proposed in the drawings. If Town Gas / LPG supply system is proposed in the building, it shall be provided as per **clause 4.7.1 of Part-4 Fire and Life Safety of NBC 2016** & separate NOC has to be obtained from this department.

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4.7.6 Gas meters shall be housed in a suitably constructed metal cupboard located in a well-ventilated space, keeping in view the fact that LPG is heavier than air and town gas is lighter than air.

4.7.7 Wherever LPG reticulation/cylinders are used in buildings above 100 m, gas leak detectors shall be provided at the usage points and monitored from fire command centre. The cables used for signalling shall be circuit integrity cables. 4.7.8 The gas lines shall not be installed through any electrical shafts, escape routes, refuge areas / refuge floors. 4.7.9 Kitchens working on LPG fuel shall not be permitted in basements.

3.4.5.4 Service ducts and shaft

Openings in walls or floors which are necessary to be provided to allow passages of all building services like cables, electrical wirings, telephone cables, plumbing pipes, etc, shall be protected by enclosure in the form of ducts/shafts having a fire resistance not less than 120 min. The inspection door for electrical shafts/ducts low voltage wiring running in shafts/ducts, shall either be armoured type or run through metal conduits. The space between the electrical cables/conduits and the walls/slabs shall be filled in by a fire stop material having fire resistance rating of not less than 120 min. This shall exclude requirement of fire stop sealing for low voltage services shaft.

For plumbing shafts in the core of the building, with shaft door opening inside the building, the shafts shall have inspection doors having fire resistance rating not less than 30 min. For plumbing shafts doors which open in wet areas or in naturally ventilated areas or on external wall of the building, the shafts may not require doors having any specified fire rating.

Service ducts and shafts should be sealed at every floor level as per specification.

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3.4.6 Electrical Installation

3.4.6.1 The electric distribution cables/wiring shall be laid in a separate shaft. The shaft shall be sealed at every floor with fire stop materials having the same fire resistance as that of the floor. High, medium and low voltage wiring running in shaft and in false ceiling shall run in separate shaft/conduits.

Water mains, gas pipes, telephone lines, intercom lines or any other service line shall not be laid in the duct for electrical cables; use of bus ducts/solid rising mains instead of cables is preferred.

Escape Lighting and Exit Signage's.

3.4.7 *Escape Lighting and Exit Signage* Exit access, exits and exit discharge shall be properly identified, with adequate lighting maintained in the elements of the egress systems so that all occupants shall be able to leave the facility safely.

3.4.7.1 Lighting

- a) The exit, exit access and exit discharge systems shall be illuminated continuously. The floors of the means of egress shall be illuminated at all points, including angles and intersections, in corridors and passageways, stairwells, landings of stairwells and exit.
- b) Emergency lighting shall be powered from a source independent of that supplying the normal lighting.
- c) Escape lighting shall be capable of,
 - 1) indicating clearly and unambiguously the escape routes;
 - 2) providing adequate illumination along such routes to allow safe movement of persons towards and through the exits; and
 - 3) Ensuring that fire alarm call points and Fire fighting equipment provided along the escape routes can be readily located.
- d) The horizontal luminance at floor level on the centreline of an escape route shall not be less than 10 lumen / m². In addition, for escape routes up to 2 m wide, 50 percent of the route width shall be lit to a minimum of 5 lumen / m².
- e) Required illumination shall be arranged such that the failure of any single lighting unit, such as the burning out of one luminaire, will not leave any area in darkness and does not impede the functioning of the system further.
- f) The emergency lighting shall be provided to be put on within 5 s of the failure of the normal lighting supply. Also, emergency lighting shall be able to maintain the required illumination level for a period of not less than 90 min in the event of failure of the normal lighting even for smaller premises.
- g) Battery pack emergency lighting, because of its limited duration and reliability, shall not be allowed to be used in lieu of a diesel engine driven emergency power supply.
- h) Escape lighting luminaries should be sited to cover the following locations:
 - 1) Near each intersection of corridors,
 - 2) At exits and at each exit door,
 - 3) Near each change of direction in the escape route,
 - 4) Near each staircase so that each flight of stairs receives direct light,
 - 5) Near any other change of floor level,
 - 6) Outside each final exit and close to it,
 - 7) Near each fire alarm call point,
 - 8) Near fire fighting equipment, and
 - 9) To illuminate exit and safety signs as required by the enforcing authority.

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NOTE. For the purpose of this clause 'near' is normally

<p>Escape lighting and Exit signage's should be provided as per clause 3.4.7, Lighting 3.4.7.1,</p>

considered to be within 2 m measured horizontally.

j) The luminaries shall be mounted as low as Possible, but at least 2 m above the floor level.

k) Signs are required at all exits, emergency exits and escape routes, which should comply with the graphic requirements of the relevant Indian Standards.

3.4.7.2 Exit passageway (at ground) and staircase lighting shall also be connected to alternative supply. The alternative source of supply may be provided by battery continuously trickle charged from the electric mains.

3.4.7.3 Suitable arrangements shall be made by installing double throw switches to ensure that the lighting installed in the staircase and the corridor does not get connected to two sources of supply simultaneously. Double throw switch shall be installed in the service room for terminating the stand-by supply.

The emergency lighting system shall be well maintained by periodical inspections and tests so as to ensure their perfect serviceability at all times.

3.4.7.4 Exit signage Where exit access is provided through corridors / paths, the occupants shall be able to easily identify the way to exits. Exit signs shall be provided such that no point in an exit access is more than 30 m from a visible exit directional sign. An exit sign indicating the direction to an exit shall be provided at all changes in direction.

Exits shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor concerned. Signs shall be illuminated and wired to an independent electrical circuit on an alternative source of supply. The sizes

and colours of the exit signs shall be in accordance with good practice [4(7)]. The colour of the exit signs shall be green.

NOTE. This provision shall not apply to A-2 and A-4 occupancies less than 15 m in height. The exit sign with arrow indicating the way to the escape route shall be provided at a suitable height from the floor level on the wall and shall be illuminated by

electric light connected to corridor circuits. All exit way marking signs should be so installed that no mechanical damage shall occur to them due to moving of furniture or other heavy equipment. Further, all landings of floor shall have floor indicating boards prominently indicating the number of the floor. Photo luminescent markings shall be pasted at internal hydrant boxes.

D. The builder should arrange for the following fire fighting and evacuation measures:-

Electric Power Supply

NBC 2016, Part-4 Fire and Life Safety

3.4.6.2 Emergency power for fire and life safety systems
Emergency power supplying distribution system for critical requirement for functioning of fire and life safety system and equipment shall be planned for efficient and reliable power and control supply to the following systems and equipment where provided:

- a) Fire pumps.
- b) Pressurization and smoke venting; including its ancillary systems such as dampers and actuators.
- c) Fireman's lifts (including all lifts).
- d) Exit signage lighting.
- e) Emergency lighting.
- f) Fire alarm system.
- g) Public address (PA) system (relating to Emergency voice evacuation and annunciation).
- h) Magnetic door hold open devices.

j) Lighting in fire command centre and security room. Power supply to these systems and equipment shall be from normal and emergency (standby generator) power sources with changeover facility. If power supply, is from HV source and HV generation, the transformer should be planned in standby capacity to ensure continuity of power to such systems. Wherever and backup DG sets are of higher voltage rating, then dual redundant cables shall be taken to all transformers. The generator shall be capable of taking starting current of all the fire and life safety systems and equipment as above. Where parallel HV/LV supply from a separate substation fed from different grid is provided with appropriate transformer for emergency, the provision of generator may be waived in consultation with the Authority.

Proposed to provide 1 standby diesel generator of 250 KVA capacity shall be installed at upper basement to provide alternative power to all the emergency provisions in the building.

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3.4.6.4 Standby supply

Diesel generator set(s) shall not be installed at any floor other than ground/first basement. If the same are installed indoors, proper ventilation and exhaust shall be planned. The DG set room shall be separated by 120 min fire resistance rated walls and doors. The oil tank for the DG sets (if not in the base of the DG) shall be provided with a dyked enclosure having a volumetric capacity of at least 10 percent more than the volume of the oil tank. The enclosure shall be filled with sand for a height of 300 mm. For detailed information regarding fire safety requirements for hazardous petroleum products, reference may be made to the Petroleum Act, 1934 and the Rules framed there under.

Down comer system
Down comer system. 47

NBC-2016, Part-4, Fire & Life Safety, Down-comer

<p>2</p>	<p>— An arrangement of fire fighting within the building by means of down-comer pipe connected to terrace tank through terrace pump, gate valve and non-return valve and having mains not less than 100 mm internal diameter with landing valves on each floor/landing. It is also fitted with inlet connections at ground level for charging with water by pumping from fire service appliances and air release valve at roof level to release trapped air inside.</p> <p>NBC 2016, Part-4, Fire & Life Safety Table 7 (6) down comer shall be provided for every 1000 sq.mtrs. built up area,</p> <p>Apartment Houses (A-4)</p> <p>1. 1. For 15 m and above but not exceeding 35 m in height.</p> <p>The down comer should be of 100 mm internal diameter and G.I. 'C' class pipe. From each down comer single hydrant outlet should be provided</p>	<p>Not required.</p>
<p>3</p>	<p>Wet riser system</p> <p>NBC 2016 Part-4, Fire & Life Safety, Clause 2.65 Wet Riser —An arrangement for fire fighting within the building by means of vertical rising mains not less than 100 mm nominal diameter with landing valves on each floor/landing for fire fighting purposes and permanently charged with water from a pressurized supply.</p> <p>NBC -2016, Part-4 Fire & Life Safety, Table 7 (5) wet riser shall be provided for every 1000 sq.mtrs. built up area,</p> <p>Apartment Houses (A-4)</p> <p>1. 1. 35 m and above in height.</p> <p>The riser should be of 100 mm internal diameter and G.I. 'C' class pipe. From each riser single hydrant outlet should be provided at each landing</p>	<p>Proposed to provide 03 wet riser cum down comer systems (1 in Block-A, 1 in Block-B & 1 in Block-C), near the staircases. Each system will be of 100 mm. internal diameter and will be of G.I. 'C' Class pipe. From the each system single hydrant outlet at each floor landing will be provided.</p>
<p>4</p>	<p>Hose reel hose system.</p> <p>NBC-2016, Part-4, Fire and Life Safety, Table 7 (4) First Aid Hose reel shall be provided for,</p> <p>Apartment Houses (A-4)</p> <p>1. Should be provided in all the buildings irrespective of height and irrespective of occupancy.</p> <p>Rubber lined Hose reel hose of size minimum 19 mm of 40 mtr length as per IS 884, with Gate valve (upstream) and shut off nozzle of 5 mm size. The hose reel hose should be connected at each landing by means of an adaptor. Adequate BIS marked re-inforced rubber lined delivery hoses of 63 mm size to reach the farthest point of the floor / setbacks from the system should be provided with a branch pipe near each hydrant outlet in a proper box to protect it from withering</p>	<p>Hose reel hose of 40.00 mtrs. length with drum and 2 Nos. delivery hose pipes, each of 15.00 mtrs. length with gunmetal branch pipe will be provided inside the hose cabinet near each outlet.</p>

5	<p>Yard hydrant system.</p> <p>NBC-2016, Part-4, Clause 2.64.1 : Hydrant system- A distribution system having a network of piping installed underground / above ground around and / or through inside of a building with internal and / or external hydrants fitted with landing walls at regular interval according to the occupancy. The distribution system is connected to water supply system from fire fighting.</p> <p>NBC-2016, Part-4, Table 7 (7)Yard hydrant shall be provided for,</p> <p>Apartment Houses (A-4)</p> <p>1. 45 m and above in height.</p> <p>At least two fire service inlets to boost the water in the riser directly from the mobile pump should also be provided. These inlets should be located at an easily accessible position, preferable near the entry point to the premises.</p>	<div style="border: 1px solid black; padding: 5px;"> <p>06 Nos. yard hydrants all around the building and 1 No. 4 Way Fire Service inlet near the entrance will also been provided.</p> </div>
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6	<p>Underground static water storage tank combined capacity for wet riser, yard hydrant and sprinklers per set of pumps</p> <p>NBC-2016, Part-4, Table 7 (11) Underground Static Water Storage Tank Combined Capacity for Wet Riser, Yard hydrant and Sprinklers per set of Pumps shall be provided for,</p> <p>Apartment Houses (A-4)</p> <ol style="list-style-type: none"> 1. Above 35 m but not exceeding 45 m In height – 75,000 lts. 2. Above 45 m but not exceeding 60 m In height – 1,50,000 lts. 3. Above 60 m in height. – 2,00,000 lts. <p>Note: Fire tank to be always filled with water. Over flow of fire tank to be taken to domestic tank. Arrangement should be such that any incoming water should first fill-up fire tank, then overflow to other utilizations.</p> <p>H-4 ENCLOSED PARKING STRUCTURES</p> <p>c) For basement car parking, compartmentation can be achieved, with fire barrier or with water curtain nozzle (K-23) or with combination thereof. Automatic deluge system comprising deluge valve, piping, nozzles, etc shall be used to zone the compartment in case of water curtain system. In case of water curtain, existing water storage shall be supplemented by water demand for water curtain nozzles for 60 min considering the largest compartment. perimeter out of all compartments of car parking in any of the basements.</p> <p>d) The water supply for the water curtain nozzles shall be through independent electric pump of adequate capacity</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Wet riser cum down comer systems will be connected to underground tank of 1,00,000 litres capacity and Water curtain nozzle system will be connected to separate underground tank of 1,00,000 litres capacity (total 2,00,000 litres capacity).</p> </div>
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(flow and head) with piping/riser for the water supply to the nozzles.

e) The water curtain shall be operated by the actuation of flow switch actuating sprinkler system.

f) For smoke ventilation requirement of car parking, see 4.6.2.

g) All fire exit doors from the car parking to exits shall be painted green and shall display exit signage.

Terrace tank

NBC-2016, Part-4 Table 7(12) Terrace Tank Over Respective Tower Terrace shall be provided for

Apartment Houses (A-4)

1. Less than 15 m in height 5000 lts. (5000 lts.)
(Note 6 : Additional value given in parenthesis shall be added if basement area exceeds 200 m²)
2. 15 m and above but not exceeding 35 m in height 25,000 lts.
3. Above 35 m but not exceeding 45 m in height 5000 lts.
4. 45 m and above in height 10,000 lts.

Note: Over head tank to overflow to domestic tank. Arrangement should be such that any incoming water should first fill-up fire tank, then overflow to other utilizations.

The Wet riser cum down comer systems will be connected to 3 overhead tanks (1 in each Block), each of 05,000 litres capacity (total 15,000 litres capacity).

Pump near underground static water storage tank (fire pump) with minimum pressure of 3.5 kg/cm² at terrace level

NBC-2016, Part-4, Table 7 (13) Pump near underground static water storage tank (Fire pump) with minimum pressure of 3.5 kg/cm² at remotest location.

Apartment Houses (A-4)

1. Above 35 m but not exceeding 45 m in height

(Note 10 : One electric and one diesel pump of capacity 2280 l/min and one electric pump of capacity 180 l/min. See also Note 22 and 23)

(Note 22: One set of pumps shall be provided for each 100 hydrants or part thereof, with a maximum of two sets. In case of more than one pump set installation, both pump sets shall be interconnected at their delivery headers.

(Note 23: Alternative to provisions of additional set of pumps, the objective can be met by providing additional diesel pump of the same capacity and doubling the water tank capacity as required for one set of pumps.)

2. Above 45 m in height but not exceeding 60 m in height

(Note 11 Provide required number of sets of pumps each

consisting of two electric and one diesel pump (stand by) of capacity 2 280 litre/min and two electric pump of capacity 180 litre/min (see Fig. 12) (see also Notes 22 and 23).

8 (Note 22 One set of pumps shall be provided for each 100 hydrants or part thereof, with a maximum of two sets. In case of more than one pump set installation, both pump sets shall be interconnected at their delivery headers.

Note 23 Alternative to provisions of additional set of pumps, the objective can be met by providing additional diesel pump of the same capacity and doubling the water tank capacity as required for one set of pumps.)

- 1. Above 60 m in height

(Note 12 Provide required number of sets of pumps each consisting of two electric and one diesel pump (stand by) of capacity 2 850 litre/min and two electric pump of capacity 180 litre/min (see Fig. 12) (see also Notes 22 and 23)

(Note 13 Lower levels in high rise buildings 60 m or above in height are likely to experience high pressure and therefore, it is recommended to consider multi-stage, multi-outlet pumps (creating pressure zones) or variable frequency drive pumps or any other equivalent arrangement)

(Note 22 One set of pumps shall be provided for each 100 hydrants or part thereof, with a maximum of two sets. In case of more than one pump set installation, both pump sets shall be interconnected at their delivery headers.

(Note 23 Alternative to provisions of additional set of pumps, the objective can be met by providing additional diesel pump of the same capacity and doubling the water tank capacity as required for one set of pumps.)

If Basement is compartmented using water curtains additional pump as per clause H-4 d) The water supply for the water curtain nozzles shall be through independent electric pump of adequate capacity (flow and head) with piping/riser for the water supply to the nozzles to be provided.

Pumps at the Terrace Tank level with Minimum Pressure of 2.0 kg/cm².

NBC-2016, Part-4, Table 7 (14) pumps at the Terrace tank level with Minimum Pressure of 3.5 kg/cm² shall be provided for,

9 *Apartment Houses (A-4)*

- 1. Less than 15 m in height 450 LPM (450 LPM) (Note 6: Additional value given in parenthesis shall be added if basement area exceeds 200 m².)

- 2. 15 m and above but not exceeding 35 m in height – 900 LPM.

Wet riser cum down comer systems will be connected to 1 electrically driven pump & 1 Diesel driven pump, each capable of delivering 2280 litres of water per minute and 1 jockey pump, capable of delivering 180 litres of water per minute.

Water curtain nozzle system will be connected to separate 1 electrically driven pump capable of delivering 1620 litres of water per minute.

Not required.

<p>10</p>	<p>Manually operated fire alarm system. NBC-2016, Part-4, Clause 2.1 Alarm System—Fire alarm system comprising components for automatically detecting a fire, initiating an alarm of fire and initiating other actions as appropriate. NOTE — The system may also include manual fire alarm call points. NBC-2016, Part-4, Table 7 (9) Manually operated Electric Fire alarm system is required Apartment Houses (A-4) 1. 15 m and above in height. Manually operated electrical fire alarm system should be installed with call boxes located near each staircase landing of each building. The call boxes should be of 'break glass' type, where the call is transmitted automatically to the control room when the glass of the system is broken. This system should also be connected to an alternative source of power supply (diesel generator). The call boxes should be so installed that their location can be easily noticed from either direction and should be at a height of one meter from the floor level.</p>	<p>Proposed to provide manually operated fire alarm system with call points near each staircase landing at each floor with its control panel at ground floor.</p>				
<p>11</p>	<p>Automatic fire detection system and alarm system NBC -2016, Part-4, Clause 2.1 Automatic Fire Detection system with smoke detectors & heat detectors is required. — Fire alarm system comprising components for automatically detecting a fire, initiating an alarm of fire and initiating other actions as appropriate. 1. As per Table 7(10) Automatic Detection and Alarm System. Apartment Houses (A-4). Above 60 m in height (Automatic detection and alarm system is not required to be provided in car parking area. Such detection system shall however be required in other areas of car parking such as electrical rooms, cabins and other areas)</p>	<p>Proposed to provide automatic fire detection system with smoke detector heads with its console located at ground floor, as indicated below.</p> <table border="1" data-bbox="941 1209 1244 1478"> <thead> <tr> <th>Floors</th> <th>Smoke detector heads</th> </tr> </thead> <tbody> <tr> <td>Ground floor (Multipurpose hall & Club House)</td> <td>10</td> </tr> </tbody> </table>	Floors	Smoke detector heads	Ground floor (Multipurpose hall & Club House)	10
Floors	Smoke detector heads					
Ground floor (Multipurpose hall & Club House)	10					
<p>12</p>	<p>Public Address System <i>A system of two way talk back speaker with push to talk speakers to be provided at every staircase or firemen telephone to be provided at every staircase. Necessary console & amplifier with micro phone to be provided at ground floor in fire command center.</i></p>	<p>Proposed to provide Public Address system with two way communication facility near each staircase landing at each floor with its console at ground floor.</p>				
	<p>Automatic sprinkler system Automatic Sprinkler System —A system of water pipes fitted with sprinkler heads at suitable intervals and heights and designed to actuate automatically, control and</p>	<p>Proposed to provide automatic sprinkler system with sprinkler</p>				

extinguish a fire by the discharge of water.

NBC-2016, Part-4, Table 7 (8) Automatic Sprinkler system.

Apartment Houses (A-4).

13

- 1. Upto 35 m in height.
(Note 4: Required to be installed in basement if area of basement exceeds 200 m²)
- 2. Above 35 m but not exceeding 45 m in height.
(Note 4: Required to be installed in basement if area of basement exceeds 200 m² and *Note 9:* Sprinklers shall be fed water from both underground static water storage tank and terrace tank)

45 m and above in height to installed in entire building (Basements, ground and all upper floors)

heads, as indicated below.

Floor	Sprinkler heads	Water curtain nozzle
Common basement parking area	357	38
Common Lower parking area	306	38
Ground floor (Multipurpose hall & Club House)	60	--

NBC-2016, Part-4, Annex-E-4 HORIZONTAL EXITS/REFUGE AREA

a) A horizontal exit shall be through a fire door of 120 min rating in a fire resistant wall. Horizontal exit require separation with the refuge area or adjoining compartment through 120 min fire barrier. The adjoining compartment of the horizontal exit should allow unlocked and ease of egress and exits for the occupants using defend in place strategy.

Requirements of horizontal exits are as under: a) Width of horizontal exit doorway shall be suitable to meet the occupant load factor for egress.

b) Doors in horizontal exits shall be openable at all times from both sides.

c) All doors shall swing in the direction of exit travel. For horizontal exits, if a double leaf door is used, the right hand door leaf shall swing in the direction of exit travel.

1) The refuge area shall be provided on the periphery of the floor and open to air at least on one side protected with suitable railings.

2) A prominent sign bearing the words 'REFUGE AREA' shall be installed at the entry of the refuge area, having height of letters of minimum 75 mm and also containing information about the location of refuge areas on the floors above and below this floor. The same signage shall also be conspicuously located within the refuge area.

f) Each refuge area shall be ventilated and provided with first aid box, fire extinguishers, public address speaker, fire man talk back, and adequate emergency lighting as well as drinking water facility.

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g) Refuge areas shall be approachable from the space they serve by an accessible means of egress.

h) Refuge areas shall connect to fire fighting shaft

Proposed to provide open balconies in each flat.

(comprising fireman.s lift, lobby and staircase) without having the occupants requiring to return to the building spaces through which travel to the area of refuge occurred.

j) The refuge area shall always be kept clear.

No storage of combustible products and materials, electrical and mechanical equipment, etc shall be allowed in such areas.

k) Refuge area shall be provided with adequate drainage facility to maintain efficient storm water disposal.

m) Entire refuge area shall be provided with sprinklers.

n) Where there is a difference in level between connected areas for horizontal exits, ramps of slope not steeper than 1 in 12 shall be provided (and steps should be avoided).

NOTE. Refuge area provided in excess of the requirements shall be counted towards FAR. High rise apartment buildings with apartments having balcony, need not be provided with refuge area; however apartment buildings without balcony shall provide refuge area as given above. Refuge areas for apartment buildings of height above 60 m while having balconies shall be provided at 60 m and thereafter at every 30 m. The refuge area shall be an area equivalent to 0.3 m² per person for accommodating occupants of two consecutive floors, where occupant load shall be derived on basis of 12.5 m² of gross floor area and additionally 0.9 m² for accommodating wheel chair requirement or shall be 15 m², whichever is higher.

Fire Command Centre
NBC-2016, Part-4 Clause 3.4.12 Fire Command Centre (FCC)

a) Fire command centre shall be on the entrance floor of the building having direct access. The control room shall have the main fire alarm panel with communication system (suitable public address system) to aid floors and facilities for receiving the message from different floors.

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b) Fire command centre shall be constructed with 120 min rating walls with a fire door and shall be provided with emergency lighting. Interior finishes shall not use any flammable materials. All controls and monitoring of fire alarm systems, pressurization systems, smoke management systems shall happen from this room. Monitoring of integrated building management systems, CCTVs or any other critical parameters in building may also be from the same room.

c) Details of all floor plans along with the details of fire fighting equipment and installations (2 sets laminated and bound) shall be maintained in fire command centre.

d) The fire staff in charge of the fire command centre shall be responsible for the maintenance of the various services and fire fighting equipment and installations in coordination with security, electrical and civil staff of the

Proposed to provide Fire Command Centre in ground floor as per **NBC-2016, Part-4 Clause 3.4.12 Fire Command Centre (FCC).**

	building.	
16	<p>NBC-2016, Part-4, Annex-D, Clause 4.11 D-5 FIRE SAFETY PLAN <i>D-5.1 A format for the Fire Safety Plan shall be as given in D-9.10.</i></p> <p><i>D-5.2</i> The applicable parts of the approved Fire Safety Plan shall be distributed to all tenants of the building by the building management when the Fire Safety Plan has been approved by the Fire Authority.</p> <p><i>D-5.3</i> The applicable parts of the approved Fire Safety Plan shall then be distributed by the tenants to all their employees and by the building management to all their building employees.</p> <p><i>D-5.4</i> In the event there are changes from conditions existing at the time the Fire Safety Plan for the building was approved, and the changes are such so as to require amending the Fire Safety Plan, within 30 days after such changes, an amended Fire Safety Plan shall be submitted to the fire brigade for approval.</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Fire safety plan should be provided as per NBC-2016, Part-4, Annex-D, Clause 4.11 D-5.</p> </div>
17	<p>Fire Officer <i>As per clause 4.10 of Part 4 Fire and Life Safety of NBC 2016:</i></p> <p>4.10 Fire Officer</p> <p>4.10.1 A qualified Fire Officer with experience of not less than 3 years shall be appointed who will be available on residential building with height 60 m and above.</p> <p>4.10.2 The Fire Officer shall,</p> <p>a) maintain the fire fighting equipment in good working condition at all times.</p> <p>b) prepare fire orders and fire operational plans and get them promulgated.</p> <p>c) impart regular training to the occupants of the buildings in the use of fire fighting equipment provided on the premises and keep them informed about the fire emergency evacuation plan.</p> <p>d) keep proper liaison with the city fire brigade.</p> <p>e) ensure that all fire precautionary measures are observed at the times.</p> <p>NOTE - Competent authority having jurisdiction may insist on compliance of the above rules in case of buildings having very large areas even if the height is less than 30 m.</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Fire Officer - Not required.</p> <p>Training - 10% of the occupants/employees of each block should be got trained in fire prevention & fire fighting at the R.A. Mundkur Fire and Emergency Services Academy, Bannerghatta Road, Bangalore-560 029, within 6 months from the date of occupation. For this purpose before approaching this department for final clearance certificate, the applicant should give an undertaking in the form of an affidavit regarding the maintenance of the fire prevention and fire fighting measures suggested above and arranging training of 40% of the occupants in fire prevention and fire fighting within 6 months from the date of issue of the Clearance Certificate.</p> </div>
		<div style="border: 1px solid black; padding: 5px;"> <p>As proposed Fire extinguishers at following suitable places should be provided.</p> <p>1) One ABC powder extinguishers of 6 kgs. and 9 Litres capacity Portable Hand held "Water Mist &</p> </div>

Fire extinguishers
NBC-2016, Part-4, Table 7 (3) Fire extinguishers shall be provided for,

Apartment Houses (A-4)

1. One ABC powder extinguishers of 6 kgs. Capacity for every 8 cars at parking areas should be provided.
2. One CO₂ extinguishers of 4.5 kgs. Capacity should be provided near the entrance to the electrical room.
3. One Mechanical Foam extinguishers of 9 litres capacity & one ABC powder extinguishers of 6 kgs. Capacity should be provided near the transformer.
4. One Mechanical foam extinguishers of 9 litres capacity and one ABC powder extinguishers of 6 kgs. Capacity should be provided near the diesel generator.
5. One CO₂ extinguishers of 2 kgs. Capacity should be provided inside each lift machine room.

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- CAFs" fire extinguishers – Jet & spray (combination) Capacity for every 8 cars at parking areas should be provided.
- As per IS-15683 / EN3-7 / NFPA-10 (Design & Construction)
- Suppression Technology: NFPA 750 & NFPA 11
- Minimum Lancing Distance : Jet – 30Feet or more.
- Minimum Lancing Distance : Spray– 10Feet or more
- Spraying Angle 60°
- Class – A, B, LPG Fires and Live Electrical Fire below 1000Volts (Test certificate to be submitted)
- Fire Rating A: 21A or more
- Fire Rating B: 144B or more
- Foam Mist / Pressurised bubbles (Adhere to vertical and Horizontal surfaces, bubbles should retain for a minimum period of 20Minutes)
- Foam Expansion minimum 1:10 or more
- 2)** One CO₂ extinguishers of 4.5 kgs. Capacity should be provided near the entrance to the electrical room.
- 3)** One 9 Litres capacity Portable Hand held "Water Mist & CAFs" fire extinguishers – Jet / spray type (Combination) and One ABC powder extinguishers of 6kgs. Capacity should be provided near transformer & diesel generator.
- As per IS-15683 / EN3-7 / NFPA-10 (Design & Construction)
- Suppression Technology: NFPA 750 & NFPA 11
- Minimum Lancing Distance : Jet – 30Feet or more
- Minimum Lancing Distance : Spray– 10Feet or more
- Spraying Angle 60°
- Class – A, B, LPG Fires and Live Electrical Fire below 1000Volts (Test certificate to be submitted)
- Fire Rating A: 21A or more

6. One CO₂ extinguishers of 2 kgs. Capacity should be provided inside each kitchen.
7. One Water Mist type extinguishers of 4 litres & 9 litres capacity should be kept near each staircase landing at each floor.

All the extinguishers suggested above should be with B.I.S. markings and should be located at an easily accessible position without obstructing the normal passage and maintained periodically.

- Fire Rating B: 144B or more
- Foam Mist / Pressurised bubbles (Adhere to vertical and Horizontal surfaces, bubbles should retain for a minimum period of 20Minutes)
- Foam Expansion minimum 1:10 or more and one ABC powder extinguishers of 6 kgs. Capacity should be provided near the transformer yard & diesel generator.

4) One CO₂ extinguishers of 2 Kgs. Capacity should be provided inside each lift machine room.

5) 9 Litres capacity Portable Hand held "Water Mist & CAFs" fire extinguishers – Jet / spray type (combination) should be kept in alternative staircase landing at each floor.

- As per IS-15683 / EN3-7 / NFPA-10 (Design & Construction)

- Suppression Technology: NFPA 750 & NFPA 11

- Minimum Lancing Distance : Jet – 30Feet or more

- Minimum Lancing Distance : Spray– 10Feet or more

- Spraying Angle 60°

- Class – A, B, LPG Fires and Live Electrical Fire below 1000Volts (Test certificate to be submitted)

- Fire Rating A: 21A or more

- Fire Rating B: 144B or more

- Foam Mist / Pressurised bubbles (Adhere to vertical and Horizontal surfaces, bubbles should retain for a minimum period of 20Minutes)

- Foam Expansion minimum 1:10 or more

All the extinguishers suggested above should be with B.I.S. markings and should be located at an easily accessible position without obstructing the normal passage and maintained periodically.

CONDITIONS:-

1. All the fire prevention, fire fighting and evacuation measures suggested/ recommended in B, C and D shall be strictly adhered to adopted.
2. Hazardous materials such as petroleum products, explosives, chemicals etc. should not be stored on any floor.
3. Refuse dumps or storage should not be permitted in any of the floors.
4. Liquefied petroleum gas should not be stored in the building except the limited quantity required for each kitchen.
5. Plan and occupancy should not be changed without informing the Fire & Emergency Services and without taking clearance.
6. The occupancy certificates should not be issued without obtaining the clearance certificate from the Fire and Emergency Services department.
7. Such reasonable changes/modifications as may be found necessary, after the building is fully constructed, will have to be agreed to be done by the builder/occupants of the building.
8. All the metal fittings of down comer system and all the extinguishers suggested above should have B.I.S markings.
9. Apart from the above the Building shall be constructed by following all the rules & conditions stipulated in Part-III & IV of NBC & local zoning regulations strictly, failing which the NOC issued will not be valid.
10. The above mentioned requirements are indicative and not exhaustive. All other requirements of National Building Code not specifically mentioned above shall also be complied with mandatorily.
11. This NOC is issued from the Fire Prevention and Fire Fighting point of view Karnataka State Fire & Emergency Services Department is not responsible for the ownership of the land, its location and other disputes, which may arise in due course.

Subject to the strict adherence to the conditions laid down as above, issue of License for the construction Residential that is Katha No.1280/42/44/1&44/2, Municipal No: 260, Sy.Nos: 42, 44/1 & 44/2, of Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk., Bangalore East, BANGALORE - 560067 may please be considered.

• **All other relevant and applicable requirements as per NBC-2016 will have to be compiled with mandatorily.**



Yours faithfully,
 Director General of Police and Director,
 Karnataka Fire & Emergency Services.

Digitally signed by SHIVA KUMAR K
 Date: 2019.12.13 12:12:45 +05:30
 Reason: Approved



ANNEXURE - R14

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಜಂಟಿ ನಿರ್ದೇಶಕರು (ನಗರ ಯೋಜನೆ - ಉತ್ತರ) ರವರ ಕಛೇರಿ, ಎನ್.ಆರ್.ವೃತ್ತ, ಬೆಂಗಳೂರು -002.

ಸಂಖ್ಯೆ: BBMP/Addl.Dir/JDNORTH/0015/2019-20

ದಿನಾಂಕ: 07-04-2022

ಶುಲ್ಕ ಪಾವತಿ ತಿಳುವಳಿಕೆ

ವಿಷಯ: ಆಸ್ತಿ ಖಾತಾ ಸಂಖ್ಯೆ: 1280, ಸರ್ವೆ ನಂ. 42, 44/1, 44/2, ಚನ್ನಸಂದ್ರ ಗ್ರಾಮ, ವಾರ್ಡ್ ಸಂಖ್ಯೆ: 83, ಕಾಡುಗೋಡಿ, ಮಹದೇವಪುರ ವಲಯ, ಬೆಂಗಳೂರು ಇಲ್ಲಿನ ಸ್ಥಳೀಯ ನಿರ್ಮಿಸುತ್ತಿರುವ ವಸತಿ ಸಮುಚ್ಚಯ ಉಪಯೋಗದ ಕಟ್ಟಡಕ್ಕೆ ಪ್ರಾರಂಭಿಕ ಪ್ರಮಾಣಪತ್ರ ನೀಡಲು ಶುಲ್ಕ ಪಾವತಿಸುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: 1) ತಮ್ಮ ಮನವಿ ಪತ್ರ ದಿನಾಂಕ: 02-02-2022

2) ಅಪರ ನಿರ್ದೇಶಕರು (ನಗರ ಯೋಜನೆ) ರವರ ಅನುಮೋದನೆ ದಿನಾಂಕ: 05-04-2022

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಆಸ್ತಿ ಖಾತಾ ಸಂಖ್ಯೆ: 1280, ಸರ್ವೆ ನಂ. 42, 44/1, 44/2, ಚನ್ನಸಂದ್ರ ಗ್ರಾಮ, ವಾರ್ಡ್ ಸಂಖ್ಯೆ: 83, ಕಾಡುಗೋಡಿ, ಮಹದೇವಪುರ ವಲಯ, ಬೆಂಗಳೂರು ಇಲ್ಲಿನ ಸ್ಥಳೀಯ ನಿರ್ಮಿಸುತ್ತಿರುವ ವಸತಿ ಸಮುಚ್ಚಯ ಉಪಯೋಗದ ಕಟ್ಟಡಕ್ಕೆ ಪ್ರಾರಂಭಿಕ ಪ್ರಮಾಣ ಪತ್ರಕ್ಕಾಗಿ ಉಲ್ಲೇಖ (1) ರಂತೆ ಈ ಕಛೇರಿಗೆ ಮನವಿಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತೀರಿ. ಪ್ರಾರಂಭಿಕ ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ನೀಡಲು ಅಪರ ನಿರ್ದೇಶಕರು (ನಗರ ಯೋಜನೆ) ರವರು ಉಲ್ಲೇಖ (2) ರಂದು ಅನುಮೋದನೆ ನೀಡಿರುತ್ತಾರೆ.

ಆದುದರಿಂದ ಪ್ರಾರಂಭಿಕ ಪ್ರಮಾಣಪತ್ರ ನೀಡುವ ಸಂಬಂಧ ಪ್ರಾರಂಭಿಕ ಪ್ರಮಾಣಪತ್ರ ಶುಲ್ಕದೊಂದಿಗೆ ದಂಡ ಶುಲ್ಕ ಸೇರಿ ಒಟ್ಟು ರೂ. 5,19,000/- ಗಳನ್ನು (ಐದು ಲಕ್ಷದ ಹತ್ತೊಂಭತ್ತು ಸಾವಿರ ರೂಪಾಯಿಗಳು ಮಾತ್ರ) ಗಳನ್ನು Commissioner, BBMP A/C JDTP (North) ರವರ ಹೆಸರಿನಲ್ಲಿ ಪಡೆದ ಡಿ.ಡಿ.ಯನ್ನು ಹಾಗೂ ಹೆಚ್.ಎ.ಎಲ್ ಇಲಾಖೆಯಿಂದ ಪಡೆದಿರುವ ನಿರಾಕ್ಷೇಪಣಾ ಪತ್ರವನ್ನು ಈ ಕಛೇರಿಗೆ ಸಲ್ಲಿಸಿದ ನಂತರ ಪ್ರಾರಂಭಿಕ ಪ್ರಮಾಣಪತ್ರ ನೀಡಲು ಕ್ರಮಕೈಗೊಳ್ಳಲಾಗುವುದು ಎಂದು ಈ ಮೂಲಕ ತಮಗೆ ತಿಳಿಸಲಾಗಿದೆ.

ಜಂಟಿ ನಿರ್ದೇಶಕರು (ನಗರ ಯೋಜನೆ - ಉತ್ತರ)

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

02/04/22

06/04/22

7/4/22

ಮು. ಸೂರ್ಯ ಪ್ರಾಜೆಕ್ಟ್ ನ ಪರವಾಗಿ ಪಾಲುದಾರರಾದ
ಶ್ರೀ.ಪುಲಕ ಸುರೇಶ್

1280, ಸರ್ವೆ ನಂ. 42, 44/1, 44/2, ಚನ್ನಸಂದ್ರ ಗ್ರಾಮ,
ಕಾಡುಗೋಡಿ, ಮಹದೇವಪುರ ವಲಯ,
ಬೆಂಗಳೂರು

BRUHAT BENGALURU MAHANAGARA PALIKE

OFFICE OF THE JOINT DIRECTOR (TOWN PLANNING-NORTH) N.R.
CIRCLE, BENGALURU- 002

Number:BBMP/Addl.Dir/JDNORTH/0015/2019-20 Dated: 07-04-2022

FEE PAYMENT INTIMATION

Subject: Regarding payment of fees to issue Commencement Certificate for Building of Apartment Use constructing in the Property Khatha Number; 1280, Survey No. 42, 44/1, 44/2, Channasandra Village, Ward Number:83, Kadugodi, Mahadevapura Zone, Bengaluru.

Reference: 1) Your requisition letter dated: 05-02-2022.

2) Approval dated: 05-04-2022 of the Addl. Director (Town Planning).

With reference to the above subject, as per reference (1) you had filed requisition to this Office for Commencement Certificate for Building of Apartment Use constructing in the Property Khatha Number; 1280, Survey No. 42, 44/1, 44/2, Channasandra Village, Ward Number:83, Kadugodi, Mahadevapura Zone, Bengaluru. Addl. Director (Town Planning) issued approval on as per reference (2) to issue Commencement Certificate.

Therefore, you are hereby informed that after filing D.D. obtained for total Rs. 5,19,000/- (rupees five lakhs nineteen thousand only) including penalty charges alongwith Fee of Commencement Certificate in connection with issue of Commencement Certificate drawn in the name of the Commissioner, BBMP A/C JDTP (North) and NO OBJECTION CERTIFICATE obtained from H.A.L. to this Office, the action will be taken to issue Commencement Certificate.

SD/- 07/04/2022

Joint Director (Town Planning-North)
Bruhat Bengaluru Mahanagara Palike

To

Sri Palak Suresh,
Partner for M/s. Surya Project,
#1280, Survey No. 42, 44/1, 44/2, Channasandra Village,
Kadugodi, Mahadevapura Zone,
Bengaluru

PUBLIC NOTICE

This is to inform the public that **STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY, KARNATAKA** (Constituted by Ministry of Environment & Forests, Government of India) has issued the Environmental Clearance to M/s **Surya Projects** vide Letter No. SEIAA 126 CON 2019 dated 11.12.2019 for "**Construction of Proposed Residential Apartment Project**" by M/s Surya Projects at Sy.Nos. 42, 44/1 & 44/2 of Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District. The Environmental Clearance Issued by the State Level Environment Impact Assessment Authority, Karnataka can be accessed at the web site <https://parivesh.nic.in>.

ANNEXURE - R 16 (1)

ಕನ್ನಡಪುಟ

ಮಂಗಳವಾರ 8.8.2023
ಬೆಂಗಳೂರು

ಸಾರ್ವಜನಿಕ ಪ್ರಕಟಣೆ

ಸಾರ್ವಜನಿಕರಿಗೆ ಈ ಮೂಲಕ ತಿಳಿಯ ಪಡಿಸುವುದೇನೆಂದರೆ, ಭಾರತ ಸರ್ಕಾರದ ಪರಿಸರ ಮತ್ತು ಅರಣ್ಯ ಸಚಿವಾಲಯದಿಂದ ಸ್ಥಾಪಿತ ರಾಜ್ಯ ಮಟ್ಟದ ಪರಿಸರ ಪರಿಣಾಮ ಅಂದಾಜೀಕರಣ ಪ್ರಾಧಿಕಾರ, ಕರ್ನಾಟಕವು ಮ. ಸೂರ್ಯ ಪ್ರಾಜೆಕ್ಟ್ ರವರು ಪ್ರಸ್ತಾಪಿಸಿರುವ ಉದ್ದೇಶಿತ ವಸತಿ ಅಪಾರ್ಟ್‌ಮೆಂಟ್ ಪ್ರಾಜೆಕ್ಟ್ ನಿರ್ಮಾಣವನ್ನು ಸ.ನಂ. 42, 44/1 ಮತ್ತು 44/2 ಚನ್ನಸಂದ್ರ ಗ್ರಾಮ ಬಿದರಹಳ್ಳಿ ಹೋಬಳಿ, ಬೆಂಗಳೂರು ಪೂರ್ವ ತಾಲ್ಲೂಕು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇಲ್ಲಿ ನಿರ್ಮಿಸಲು ದಿನಾಂಕ: 11.12.2019 ರ ಪತ್ರ ಸಂಖ್ಯೆ ಎಸ್‌ಇಎಂಎಂ 126 ಸಿ ಓ ಎನ್ 2019 ರಲ್ಲಿ ಪರಿಸರ ವಿಮೋಚನ ಪತ್ರವನ್ನು ಪಡೆದಿರುತ್ತಾರೆ.

ಈ ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರವನ್ನು ರಾಜ್ಯ ಮಟ್ಟದ ಪರಿಸರ ಪರಿಣಾಮ ಅಂದಾಜೀಕರಣ ಪ್ರಾಧಿಕಾರ, ಕರ್ನಾಟಕದವರ ವೆಬ್‌ಸೈಟ್

<https://parivesh.nic.in>
ಇಲ್ಲಿ ಲಭ್ಯವಿರುತ್ತದೆ.

ಯುನಿಯನ್ ಬ್ಯಾಂಕ್

ಯೂನಿಯನ್ ಬ್ಯಾಂಕ್ ಆಫ್ ಇಂಡಿಯಾ

ಯೂನಿಯನ್ ಬ್ಯಾಂಕ್ ಆಫ್ ಇಂಡಿಯಾ
(ಭಾರತ ಸರ್ಕಾರದ ಒಂದು ಕಾರ್ಪೊರೇಷನ್)
ದೊಮ್ಮಲೂರು ಶಾಖೆ (98636)
ದೊಮ್ಮಲೂರು (ಹಿಂದಿನ ಕಾರ್ಪೊರೇಷನ್)
ನಂ.294, 7ನೇ ಕ್ರಾಸ್, ದೊಮ್ಮಲೂರು
ಬೆಂಗಳೂರು-56007



ಇ-ಪಾಲಿಟಿ ಮೂಲಾಂಶ ಪ್ರಕಟಣೆ

ಪೊವಿಜನ್ ನಿಯಮ 8ರ ಸೆಕ್ಯೂರಿಟಿ ಇಂಟರೆಸ್ಟ್ (ಎನ್‌ಫೋರ್ಸ್‌ಮೆಂಟ್) ಸೆಕ್ಯೂರಿಟಿಜೇಷನ್ ಆಂಡ್ ರಿನ್ಯೂಟಿಂಗ್ ಆಫ್ ಫೈನಾನ್ಸಿಯಲ್ ಆಸ್ಸೆಟ್ಸ್ ಆಂಡ್ ಆಫ್ ಸೆಕ್ಯೂರಿಟಿ ಆಕ್ಟ್ 2002 ಮತ್ತು ಸೆಕ್ಯೂರಿಟಿ ಇಂಟರೆಸ್ಟ್ (ಎನ್‌ಫೋರ್ಸ್‌ಮೆಂಟ್) ಅಡಿಯಲ್ಲಿ ಸ್ವರಾಷ್ಟ್ರಗಳ ಹಲವು ಮಾರಾಟಕ್ಕೆ 15 ದಿನಗಳ ನು

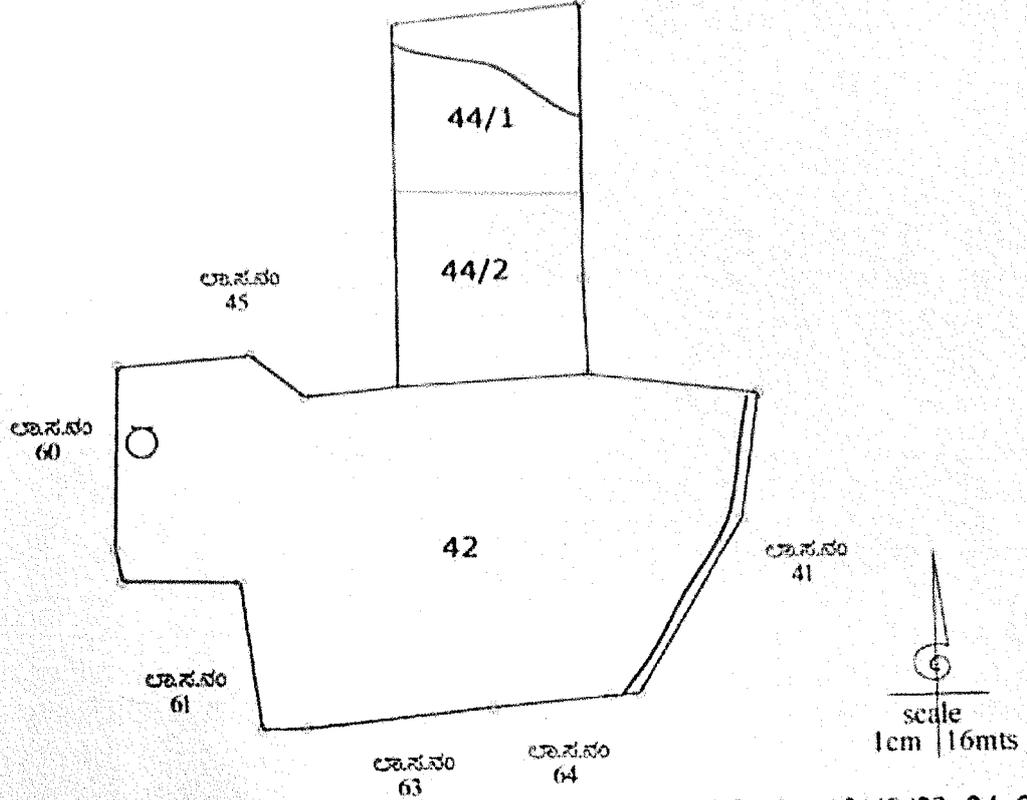
ಸಾರ್ವಜನಿಕವಾಗಿ ಮತ್ತು ನಿರ್ದಿಷ್ಟವಾಗಿ ಸಾಲಗಾರ(ರು)ರಿಗೆ ಮತ್ತು ಜಾಮಿ ಮೂಲಕ ತಿಳಿಸುವುದೇನೆಂದರೆ ಈ ಕೆಳಗೆ ತಿಳಿಸಿದ ಸ್ವರಾಷ್ಟ್ರ ಸ್ವತ್ತಿನ ಅಡಮಾನ/ಹಾರ್ಡ್ ಮಾಡಲಾಗಿದೆ. ಸೆಕ್ಯೂರಿಟಿ ಕ್ರೆಡಿಟರ್ ಅಧಿಕೃತ ಅಧಿಕಾರಿಗಳಿಗೆ ತಿಳಿಸಲಾಗಿದೆ. ಯೂನಿಯನ್ ಬ್ಯಾಂಕ್ ಆಫ್ ಇಂಡಿಯಾ, ಸೆಕ್ಯೂರಿಟಿ ಮುಂದಿನ ಬಡ್ಡಿ ಮತ್ತು ಕಾನೂನು/ಇತರ ವೆಚ್ಚಗಳೊಂದಿಗೆ ಬಾಕಿ ಮೊತ್ತವನ್ನು ಹೇಗಿದೆಯೋ ಹಾಗೆ ಇಲ್ಲಿ ಏನಿದೆಯೋ ಹಾಗೆ ಮತ್ತು ಅಲ್ಲಿ ಏನೇ ಹೇಳಿದಂತೆ ಬಾಕಿ ವಸೂಲಿಗಾಗಿ ಕೆಳಗೆ ತಿಳಿಸಿದ ದಿನಾಂಕದಂದು, ಸಾಲಗಾರ ಮತ್ತು ಜಾಮೀನುದಾರರ

ಬೆಂಗಳೂರು

ತೋಟಗಾರಿಕೆ - ಬಿದರಹಳ್ಳಿ

ಕಾಲೋನಿ - ಬೆಂಗಳೂರು ಪೂರ್ವ

ಡಿ.ಸ.ನಂ.42,44/1,44/2 ರ ಬಾಬು ನಕ್ಷೆ.



1. ಮಾನ್ಯ ಭೂದಾಖಲೆಗಳ ಸಹಾಯಕ ನಿರ್ದೇಶಕರವರ ಜ್ಞಾಪನ ಸಂಖ್ಯೆ ಭೂ.ಸ.ನಿ(ಮೋ)ಇತರೆ/40/23-24 ದಿನಾಂಕ 01-06-2023 ಹಾಗೂ ಮಾನ್ಯ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು ಬೃ.ನೀ.ಗಾ ಮಹದೇವಮಠ ವಲಯ ಬಿಬಿಎಂಪಿ ಬೆಂಗಳೂರುರವರು ಪತ್ರದ ಸಂಖ್ಯೆ: ಕಾಪಾಲ/ಬೃ.ನೀ.ಗಾ/ಮವ/ಪಿಆರ್/50/2022-23 ದಿನಾಂಕ:26-05-2023 ರ ಮೇರೆಗೆ ಬಿಬಿಎಂಪಿ ಅಧಿಕಾರಿಗಳ ಸಮಕ್ಷಮ ಅಳತೆ ಮಾಡಿ ನಕ್ಷೆ ತಯಾರಿಸಿದೆ.

2. ಈ ಚಿಹ್ನೆಯಿಂದ ತೋರಿಸಿರುವ ಪ್ರದೇಶವು ಸ.ನಂ.42 ರಲ್ಲಿ ಕಾಲುವೆ ಬಗ್ಗೆ 0-02 ಗುಂಟೆ ಮತ್ತು ಬಾವಿ ಬಗ್ಗೆ 0-01 ಗುಂಟೆ ಮತ್ತು ಸ.ನಂ.44/1 ರಲ್ಲಿ ಕಾಲುವೆ ಬಗ್ಗೆ 0-01 ಗುಂಟೆ ಮೂಲ ಸರ್ವೆ ದಾಖಲೆಗಳಂತೆ ಖರಾಬು ಇದ್ದು ಕಾಲಿ ಜಮೀನು ಸ್ಥಿತಿಯಂತೆ ಖುಲ್ಲಾ ಇದ್ದು ಕಾಲುವೆ ಖರಾಬು ಜಾಗದಲ್ಲಿ ಅಭಿವೃದ್ಧಿಯಾಗಿರುವುದಿಲ್ಲ. ಸದರಿ ಸರ್ವೆ ನಂಬರಿನ ಹಿಡುವಳಿದಾರರು ತಮ್ಮ ಜಮೀನಿನ ಸುತ್ತ ಕಾಂಪೌಂಡ್ ನಿರ್ಮಾಣ ಮಾಡಿರುತ್ತಾರೆ.

B. S. S. S.
 ಕಾಲೋನಿ ಮೇಲ್ವಿಚಾರಣಾ ಅಧಿಕಾರಿ,
 ಬೆಂಗಳೂರು ಪೂರ್ವ ಕಾಲೋನಿ,
 ಕೆ.ಆರ್.ನಗರ.

Village: Channasandra

Hobli: Bidarahalli

Taluk: Bangalore East

SKETCH IN RESPECT OF RE. SY. NO. 42,44/1,44/2

44/1

44/2

L. Sy. No.45

L. Sy. No.

42

L. Sy. No.

60

41

L. Sy. No.61

L. Sy. No.63

L. Sy. No.64

Scale

1 cm=16 mts.

1. As per Memo Number: ADL(PH)OTHERS/40/23-24 dated: 01-06-2023 of the Assistant Director of Land Records and as per Letter Number: EE/SWD/MD/PR/50/2022-23 dated: 26-05-2023 of the Executive Engineer, Storm Water Drain, Mahadevapura Zone, BBMP, the measurement is conducted in the presence of the BBMP Officers and Sketch is prepared.

2. ~0~ This symbol mark shows the area of 0-02 Guntas in Sy. No.42 and 0-01 Guntas regarding Well and 0-01 Guntas regarding Canal in Sy. No.44/1 as per original Survey Records, there is Kharab, as per the current land condition, it is falling vacant, no development occurred in the kharab area. Holders (Hiduvalidars) of the said Survey Number have constructed Compound surrounding their land.

SD/-

Taluk Surveyor

Bengaluru East Taluk

K.R. Pura

**SURYA
PROJECTS**

Date: 09.08.2023

To,
The Member Secretary
State Level Environment Impact
Assessment Authority (SEIAA),
7th Floor, M.S Building,
Bangalore – 560001.

Sir,

Sub: Construction of Proposed Residential Apartment Project at Sy No. 42, 44/1 and 44/2 of Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District (File No. SEIAA 126 CON 2019) – Submission of Compliance Report to Environmental Clearance conditions – reg.,

Ref: Environmental Clearance issued by SEIAA on 11.12.2019

Adverting to the above subject, Hon'ble Chairman, Member and Scientific Officer of SEIAA had visited the project site on 05.08.2023 and during the visit, the Committee informed to submit the latest compliance report to Environmental Clearance conditions. Accordingly, please find enclosed the Compliance Report along with annexures for onward consideration please.

Thanking you,

Yours faithfully,

For M/s Surya Projects

(Authorized Signatory)

Encl: a.a



For M/s. SURYA PROJECTS


Managing Partner

ANNEXURE - R20



Jagan Kumar

★★★★★ 3 hours ago



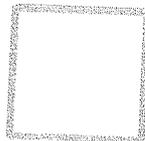
There is ongoing case in National Green Tribunal O.A No. 06/2023 Paramesh V Vs The Deputy Commissioner and others regarding encroachment of Rajakaluve/Storm Water Drain and it's protected buffer zone against this project. This is for information.



1

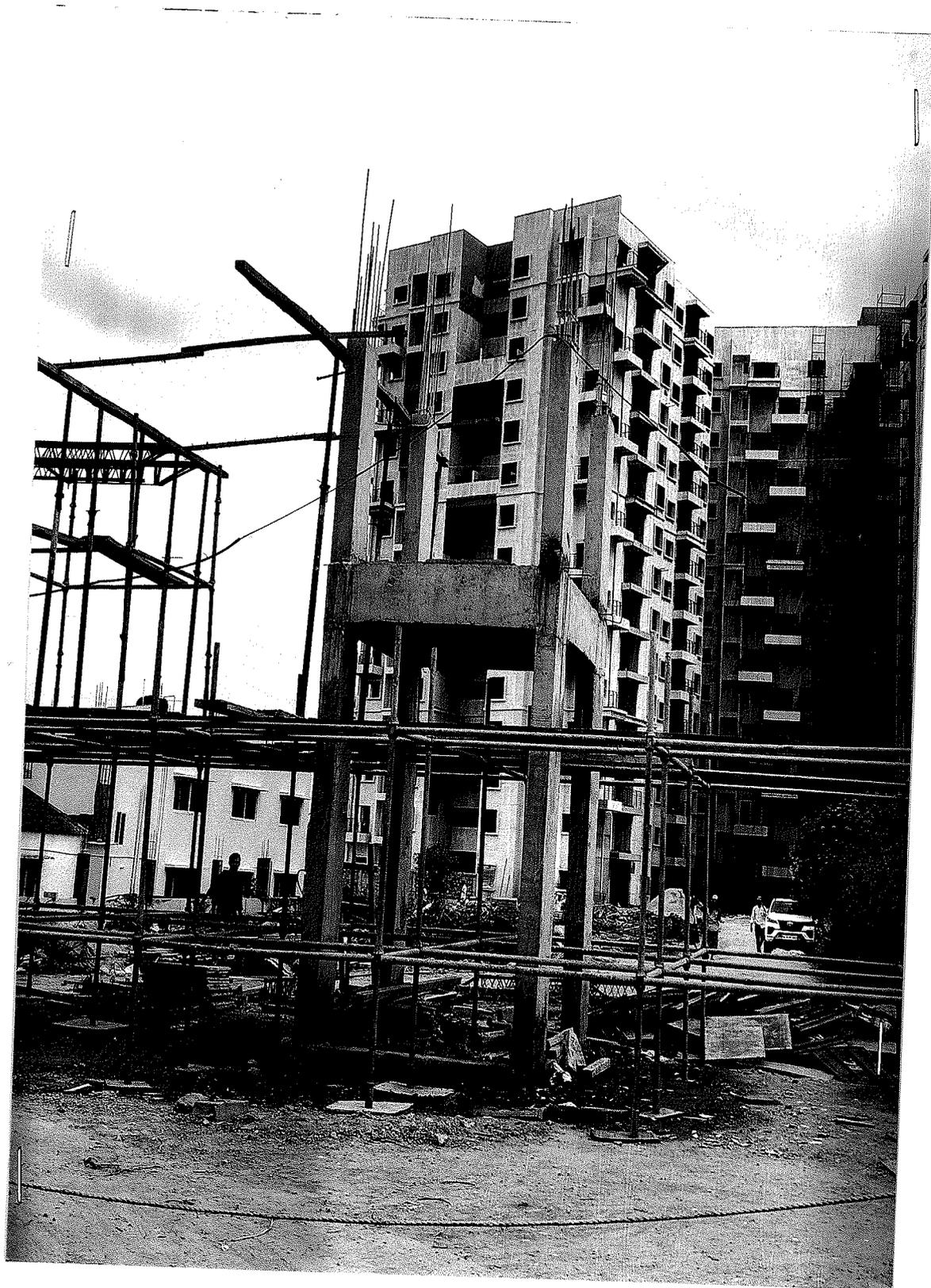
Share

kindly suggest what reply needs to be given for the above comment made by Brinda assistant Jagan on social media website .





















RESTRICTION ON CIRCULATION CLAIMED

Date: 29/12/2021

To:
M/S SURYA PROJECTS

Re: Project by the name and style of "SURYA HUMMING BIRD - BLOCK A to C" bearing the property numbers P1207409, P1210574 & P1210575 situated at S NO 42, 44/1, 44/2, CHANNASANDRA VILLAGE, BIDARAHALLI HOBLI, BANGALORE EAST TALUK, Bangalore bearing RERA registration no PRM/KA/RERA/1251/446/FR/210928/004305

Sub: Home Loans

Dear Sir/Madam,

This has reference to the captioned project. We are in receipt of your letter dated 16/12/21 requesting for Home Loans for your unit purchasers in the said project.

We hereby convey our consent in considering to make home loans available to your unit purchasers.

NOTE: NOC FROM HERO FINCORP REQUIRED

- You may provide the following contact details to all interested in home loans from HDFC
18002100018 / 080 64807999

We look forward to a healthy business relation with you.

For HOUSING DEVELOPMENT FINANCE CORPORATION LTD.



Authorized Signatory
Name: _____

ANNEXURE - R 22 (A)

137



STATE BANK OF INDIA
RAMAMURTHY NAGAR BRANCH(16235)
62/1, KRISHNA FLOWER ARCADE,
ADITHYA LAYOUT, KALKERE MAIN ROAD,
RAMAMURTHY NAGAR, BANGALORE-560016
E-Mail : sbi.40620@sbi.co.in

20/07/2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir,

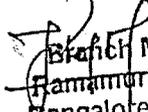
PROJECT LEGAL APPROVAL VETTED BY SBI EMPANELLED ADVOCATE

"SURYA HUMMINGBIRD " located at Sy No's.42,44/1,44/2 BBMP katha no 128042,44/1,44/2 situated at Channasandra village Bidarahalli Hobli Bangalore east taluk bangalore 560067

We wish to advise that your Project **SURYA HUMMINGBIRD** has been legally cleared by the SBI Empanelled Advocate. The units under this project are eligible for Home Loan from SBI Ramamurthy Nagar Branch.

Yours faithfully

(For STATE BANK OF INDIA


Branch Manager
Ramamurthy Nagar
Bangalore - 560 016.

BRANCH MANAGER

Contact Person : **Basavaraj H Revanna(8904028100)**

M/s. Surya Projects
#439, 11th Main, 14th Cross,
BEML Layout, Thubarahalli,
Bengaluru-560 066

ANNEXURE - R 22(b)

17/11/2021

HLST/PA/21-22/05

Dear Sir,

IN - PRINCIPLE PROJECT APPROVAL: 'Surya Humming Bird' Situated at Sy.Nos.42,44/1 & 44/2 Channasandra Village, Bidarahalli Hobli, Bengaluru East Taluk, Bengaluru.

We are pleased to inform you that your project 'Surya Humming Bird' has been In - Principally approved by State Bank of India for individual funding to the prospective buyers of your apartments.

This In - Principle approval is subject to submission of Satisfactory Legal Opinions, Valuation Reports & other statutory clearances, as required by the bank to accord final approval for the project.

2. This In - Principle approval of the project being purely at the request of the developer. The bank or any of its officers, employees, executives do not take up any responsibility for any liability of whatsoever nature, directly or indirectly by the developer or the customer, by virtue of this approval.
3. In this connection we request you to give wide publicity of our approval amongst the prospective buyers and also advise them to approach our Home Loan Sales Team for availing loans.

We solicit your co-operation in the matter.

Yours faithfully,



Assistant General Manager

Home Loan Sales Team &

Builder Relations

Bengaluru.

Ph.No - 9448993279



bank.sbi

+91-80-2594 3686 / 87 / 88

+91-80-2594 3689

obsfl.zoban1@sbi.co.in

cmbri.lhoban@sbi.co.in

ಗೃಹ ಉಪ ಬ್ಯಾಂಕು ವಲ
ಕೃಷಿ ನಿರ್ಮಾಣದಾಸರ ಸಂಪರ್ಕ ದಳ
ಅನೇಕ ಕಟ್ಟಡ, 2ನೇ ಮಹಡಿ,
'ಎ' ಬ್ಲಾಕ್, ಕೆ.ಜಿ.ರೋಡ್, ಬೆಂಗಳೂರು,
ಕೆ-ಎಂ.ಬಿ.ಎಸ್. ಬ್ಯಾಂಕ್ ಕಟ್ಟಡದ ಹಿಂಭಾಗ
ಮೈಸೂರು ಬ್ಯಾಂಕ್ ಬ್ಲಡ್, ಕೆ.ಜಿ. ರೋಡ್,
ಬೆಂಗಳೂರು - 560 002

आवास कर्ण विक्रय दल और
किल्डर संपर्क दल
अनेक बिल्डिंग, 2 फ्लोर,
ए ब्लॉक, के.जी.रोड, बेंगलूर,
विहार्ड इ. बी.जी. बिल्डिंग, मैसूर बैंक
बिल्डिंग, के.जी.रोड, बेंगलूर - 560 002

Home Loan Sales Team (HLST) &
Builder Relations Team
Annexe Building, 2nd Floor
A-Block, BKG Complex, Behind
E-Mysore Bank Building, Mysore Bank
Circle, K G Road, Bengaluru - 560 002