

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH  
AT NEW DELHI**

**ORIGINAL APPLICATION NO. 595 OF 2018**

**IN THE MATTER OF:  
B.RAGHUPATHY**

**...APPLICANT**

**VERSUS**

**UNION OF INDIA & ORS**

**...RESPONDENTS**

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DATED: 15.09.2025

PLACE: NEW DELHI

Through Counsel for Respondent No. 12

  
 SAKET GOGIA,  
 GAURI PANDE, MAN SINGH,  
 SHEETAL MAGGON,  
 M/s. LaW'ttitude  
 Advocates & Solicitors  
 #1, Birbal Road,  
 Jangpura Extension  
 Delhi- 110 014  
 +91 97390 46560  
 office.saket@lawttitude.com  
 saketgogia@lawttitude.com

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**REPLY ON BEHALF OF RESPONDENT 12**

**MOST RESPECTFULLY SHOWETH:**

1. The instant reply is filed on behalf of the Respondent No. 12 to the Original Application filed by the Applicant.
  
2. In *limine*, the Respondent denies each averment made in the Original Application (hereinafter referred to as OA), except the ones that are a matter of record or are admitted hereinafter. That none of the contentions shall be deemed to be admitted on grounds of *non-traverse*.
  
3. That a brief list of dates leading upto the adjudication of the instant dispute is adumbrated hereinbelow:

**LIST OF DATES**

<b>DATES</b>	<b>PARTICULARS OF EVENTS</b>
29.01.2010	Project property was converted from agricultural to hi-tech purpose vide Order of Special Deputy Commissioner, Bengaluru, No. ALN (EVH) SR 162/2009-10  True translated copy of the Order of Special Deputy Commissioner Bengaluru, No. ALN (EVH) SR 162/2009-10 converting the project

	property from agricultural to hi-tech dated 29.01.2010 is annexed herewith and marked as <b>ANNEXURE-R1</b>
28.05.2010	<p>Project property was converted from hi-tech to Commercial purpose vide Order of Commissioner, BDA, No. BDA/TPM/CLU.135/09-10/699/2010-11</p> <p>True translated copy of the Order of Commissioner, BDA, No. BDA/TPM/CLU.135/09-10/699/2010-11 dated 28.05.2010 converting the project property from hi-tech to commercial is annexed herewith and marked as <b>ANNEXURE-R2</b></p>
30.04.2014	Khata certificate and Khata extract issued in favour of Sh. K.S. Satish
26.03.2015	<p>Joint Development Agreement was entered into between Sh. K.S. Satish i.e., Landowner of the project property and M/s New Ark for development of the project property.</p> <p>True copy of the Joint Development Agreement between New Ark and K.S. Satish for development of the project property is annexed herewith and marked as <b>ANNEXURE-R3</b></p>
18.06.2015	<p>The Respondent obtained No Objection Certificate from BSNL for putting up construction of high-rise building.</p> <p>True copy of the No Objection Certificate from BSNL for putting up construction of high-rise building dated 18.06.2015 is annexed herewith and marked as <b>ANNEXURE-R4</b></p>
22.06.2015	<p>Sh. K.S. Sathish obtained No Objection Certificate from BESCOM for arranging power supply to an extent of 250KW.</p> <p>True copy of the No Objection Certificate from BESCOM for arranging power supply to an extent of 250KW dated 22.06.2015 is annexed herewith and marked as <b>ANNEXURE-R5</b></p>

07.07.2015	<p>No Objection Certificate came to be issued by Airports Authority of India vide no. AAI/KIA/ATM/NOC/2071-74 in favour of the answering Respondent</p> <p>True copy of the No Objection Certificate issued by Airports Authority of India vide no. AAI/KIA/ATM/NOC/2071-74 dated 07.07.2015 is annexed herewith and marked as <b>ANNEXURE-R6</b></p>
01.08.2015	<p>No Objection Certificate came to be issued by Office of DGP, DG, Karnataka State Fire and Emergency Services for construction of high-rise mixed occupancy building for the construction of the concerned project.</p> <p>True copy of the No Objection Certificate issued by Office of DGP, DG, Karnataka State Fire and Emergency Services for construction of high-rise mixed occupancy building is annexed herewith and marked as <b>ANNEXURE-R7</b></p>
13.10.2015	<p>Plan sanction issued by BBMP for construction of residential and commercial complex vide no. BBMP/ADDL.DIR/JD NORTH/LP/0173/2015-16.</p> <p>True copy of the Plan sanction issued by BBMP for construction of residential and commercial complex vide no. BBMP/ADDL.DIR/JD NORTH/LP/0173/2015-16 is annexed herewith and marked as <b>ANNEXURE-R8</b></p>
26.10.2015	<p>That an inspection was conducted by the Environmental Officer, Bengaluru for the concerned project with the following findings:</p> <ol style="list-style-type: none"> <li data-bbox="459 1603 1182 1641">i. The project falls in the orange category.</li> <li data-bbox="459 1659 1463 1805">ii. That Environmental Clearance from SEIAA, Karnataka was not required since the BUA is less than 20,000 sq. mtrs.</li> <li data-bbox="459 1823 1463 1917">iii. That the project authorities had not taken up any construction activity at the project site.</li> </ol>

	<p>iv. The nearest water body to the project site is Kaikondrahalli Lake which is at a distance of 320 meters.</p> <p>v. The source of water is from BWSSB.</p> <p>vi. The proposal to install DG Set of capacity of 16, is acceptable.</p> <p>True copy of the inspection Report dated 26.10.2015 conducted by KSPCB is annexed herewith and marked as <b>ANNEXURE-R9</b></p>
08.06.2016	<p>Consent for Establishment was thus accorded by Karnataka State Pollution Control Board, in no. PCB/220/CNP/15/H-196.</p> <p>True copy of the Consent for Establishment accorded by KSPCB dated 08.06.2016 is annexed herewith and marked as <b>ANNEXURE-R10</b></p>
13.08.2016	<p>No Objection certificate came to be issued by Bangalore Water Supply and Sewerage Board for the concerned project.</p> <p>True copy of the No Objection certificate came to be issued by Bangalore Water Supply and Sewerage Board dated 13.08.2016 is annexed herewith and marked as <b>ANNEXURE-R11</b></p>
19.09.2016	<p>Commencement certificate no. BBMP/Addl.Dir/JDNORTH/LP/0173/2015-16 issued by B.B.M.P. for the concerned project.</p> <p>True copy of the Commencement Certificate issued by B.B.M.P. dated 19.09.2016 is annexed herewith and marked as <b>ANNEXURE-R12</b></p>
	<p>That after more than two years, since the grant of CFE, the Applicant herein, persuaded by ulterior motives, filed OA 595 of 2018.</p>
21.08.2018	<p>That the OA came to be dismissed by this Hon'ble Tribunal, on <i>inter alia</i>, the following grounds:</p> <p>i. While the Applicant contends that the project is being set up without any valid consent, on the other hand the</p>

	<p>Applicant contends that the permission granted in favour of the Respondent herein is illegal.</p> <p>ii. That no Appeal was preferred against Order granting Consent to Establish.</p> <p>Thus, the OA came to be dismissed.</p> <p>True copy of the Order dated 21.08.2018 passed by this Hon'ble Tribunal dismissing OA 595 of 2018 is annexed herewith and marked as <b>ANNEXURE-R13</b></p>
	<p>That assailing the Order dated 21.08.2018 passed by this Hon'ble Tribunal dismissing the OA, the Applicant approached the Hon'ble Supreme Court in Civil Appeal No. 10661 of 2018.</p>
13.11.2018	<p>That the Hon'ble Supreme Court, while dismissing the Civil Appeal, granted liberty to the Applicant to file a review/revision before this Hon'ble Tribunal.</p> <p>True copy of the Order dated 13.11.2018 passed by the Hon'ble Supreme Court dismissing Civil Appeal No. 10661 of 2018 is annexed herewith and marked as <b>ANNEXURE-R14</b></p>
	<p>That the Applicant thus preferred Review Application no. 52 of 2018.</p>
14.03.2019	<p>That this Hon'ble Tribunal, vide its Order sought a report by the Expert Committee to inspect whether any violations were indeed being committed by the Respondent herein.</p> <p>True copy of the Order dated 14.03.2019 passed by this Hon'ble Tribunal in Review Application No. 52 of 2018 is annexed herewith and marked as <b>ANNEXURE-R15</b></p>
29.03.2019	<p>Thus, pursuant to this Hon'ble Tribunal's Order dated 14.03.2019, an Expert Committee came to be constituted.</p> <p>True copy of the Office Memorandum dated 29.03.2019 issued by KSPCB constituting an Expert Committee is annexed herewith and marked as <b>ANNEXURE-R16</b></p>

27.04.2019	<p>That the Karnataka State Pollution Control Board, issued a Show-Cause Notice to the answering Respondent, relying upon an alleged joint inspection conducted on 25.04.2019.</p> <p>Pertinently, no notice of the Joint Inspection was served upon the Applicant.</p> <p>True copy of the show-cause notice dated 27.04.2019 issued by KSPCB is annexed herewith and marked as <b>ANNEXURE-R17</b></p>
30.04.2019	<p>That pursuant to the Show-Cause Notice issued by KSPCB and the details sought from BBMP regarding the concerned project, a reply came to be issued by BBMP wherein, <i>inter alia</i>, it was clarified that nala buffer was not considered at the time of granting Plan Sanction since there were no classified drains in and around the property; further, though as per the DC conversion order, there were no kharab lands but as per Akhar Bandh, there were kharab lands. However, the site area considered for plan sanction was exclusive of the kharab land.</p> <p>True copy of the Letter issued by BBMP dated 30.04.2019 is annexed herewith and marked as <b>ANNEXURE-R18</b></p>
03.05.2019	<p>That in response to the Show Cause Notice dated 27.04.2019, the answering Respondent submitted a reply to the KSPCB, submitting <i>inter alia</i>, the following:</p> <ol style="list-style-type: none"> <li data-bbox="459 1473 1463 1621">i. That no notice regarding the alleged joint inspection dated 25.04.2019 was received either by the answering Respondent or by Mr. K.S. Satish.</li> <li data-bbox="459 1644 1463 1733">ii. That borewell existed at the premises even before entering into the JDA.</li> <li data-bbox="459 1756 1463 1845">iii. That the construction is in accordance with the sanction plan issued by BBMP and the CFE issued by KSPCB.</li> <li data-bbox="459 1868 1463 1957">iv. That there are no environmental violations as have been alleged.</li> </ol>

	<p>True copy of the reply dated 03.05.2019 sent by the answering Respondent in response to the Show-Cause notice dated 27.04.2019 is annexed herewith and marked as <b>ANNEXURE-R19</b></p>
09.05.2019	<p>A Letter was issued to KSPCB by Sh. U. Sridharan, Scientist, stating that the project build-up area being less than 20,000 sq. mtrs., no EIA clearance was required to be obtained by the answering Respondent.</p> <p>True typed copy of the letter dated 09.05.2019 issued to KSPCB is annexed herewith and marked as <b>ANNEXURE-R20</b></p>
	<p>That assailing the Show-Cause Notice, the answering Respondent approached the Hon'ble Karnataka High Court in Writ Petition No. 21491 of 2019.</p> <p>True copy of the Memorandum of Writ Petition No. 21491 of 2019 filed before the Hon'ble Karnataka High Court is annexed herewith and marked as <b>ANNEXURE-R21</b></p>
14.05.2019	<p>The Expert Committee filed its Report before this Hon'ble Tribunal.</p>
15.05.2019	<p>That pursuant to the Show-Cause Notice dated 27.04.2019, a land survey was conducted at the instance of KSPCB wherein it was confirmed that there is no encroachment over the kharab land by the answering Respondent.</p> <p>True copy of the Land Surveyor Report dated 15.05.2019 is annexed herewith and marked as <b>ANNEXURE-R22</b></p>
	<p>That pursuant to the Land Surveyor Report dated 15.05.2019, the Government of Karnataka issued a letter to the KSPCB alongwith the enclosure of the Land Surveyor Report stating compliance with the directions passed.</p> <p>True copy of the Letter dated 12.06.2019 issued by Government of Karnataka with regard to the compliance of the directions of Survey is annexed herewith and marked as <b>ANNEXURE-R23</b></p>

25.07.2019	<p>Similarly, a show-cause-cum-stop work notice came to be issued by Commissioner, BBMP against the answering Respondent alleging a violation under S. 310 of the Karnataka Municipal Corporation Act, 1976.</p> <p>True copy of the show-cause-cum-stop work notice came to be issued by Commissioner, BBMP is annexed herewith and marked as <b>ANNEXURE-R24</b></p>
06.08.2019	<p>That in response to the Stop Work Notice issued by BBMP, the answering Respondent, sent a preliminary reply to the BBMP, submitting, <i>inter alia</i>, the following:</p> <ol style="list-style-type: none"> <li>i. That the construction was in accordance with the sanction plan issued.</li> <li>ii. That there is no violation of S. 310 of the KMC Act.</li> <li>iii. That the litigation was motivated by mala fides.</li> <li>iv. That the calculation of total built up area of KSPCB is different from that of BBMP.</li> <li>v. That there is no violation of S. 25 of the Water Act since CFE was obtained.</li> </ol> <p>True copy of the Reply dated 06.08.2019 sent by the answering Respondent to the Stop-Work notice is annexed herewith and marked as <b>ANNEXURE-R25</b></p>
13.08.2019	<p>That assailing the Show-Cause Notice and the Stop-Work Notice, the answering Respondent herein approached the Hon'ble Karnataka High Court in Writ Petition No. 35568 of 2019.</p> <p>True copy of the Writ Petition No. 35568 of 2019 filed before the Hon'ble Karnataka High Court is annexed herewith and marked as <b>ANNEXURE-R26</b></p>
04.09.2019	<p>That as the Respondent herein was not represented before this Hon'ble Tribunal and thus could not defend its case, in light of the findings of the Expert Committee Report, the Show Cause Notice</p>

	issued by KSPCB, and the Stop-Work notice issued by BBMP, this Hon'ble Tribunal disposed of the review petition with directions to the State Pollution Control Board and BBMP to take such further action as is necessary in accordance with law, which may include prosecution and recovery of compensation on 'Polluter Pays' principle.
	That as the answering Respondent was not represented before the Hon'ble Tribunal and thus could not be heard, aggrieved by the Order passed by this Hon'ble Tribunal dated 04.09.2019, the answering Respondent approached the Hon'ble Supreme Court in Civil Appeal no. 8416-17 of 2019.  Further, as the Review Petition No. 52 of 2018 was issued with directions to the KSPCB and BBMP to take further action in accordance with law, the Applicant, with the intent to ensure that construction of the concerned project does not continue, assailing the Order dated 04.09.2019 approached the Hon'ble Supreme Court in Civil Appeal No. 9078 of 2019.
29.11.2019	That the Writ Petition nos. 21491 of 2019, 35568 of 2019 and 46518 of 2019, filed before Karnataka High Court by the answering Respondent and Sh. K.S. Satish, were transferred to the Hon'ble Supreme Court in Transfer Case Nos. 67-69 of 2019.
09.08.2024	That the Hon'ble Supreme Court, vide its Order, remanded all matters back to this Hon'ble Tribunal for fresh adjudication after hearing all parties.

**PRELIMINARY OBJECTIONS:**

4. That the instant OA, though cloaked with the allegations of violation of Environmental Laws by the Respondent herein in collusion with the Authorities, is in essence, a family dispute. The instant application pertains to the residential flats built under the name of NEW ARK SPRINGS on the land bearing Sy. No. 76/2 situated at

Kasavanahalli Village, Varthur Hobli, Bengaluru. That this very property became the subject matter of a partition suit in OS/66/2016, before the Bengaluru District Court, which was filed by one branch of the family against the other branch. That in order to prevent any construction over the property, which was the subject matter of the partition suit, and to harass the answering Respondent, the instant OA was filed.

5. It is submitted that the chequered history of the instant dispute is further substantiated by the fact that a bare perusal of the contents of the OA makes it conspicuous that the Applicant has sought to stretch the principles of Environmental laws to an absurd level, and violations, which do not even exist, have been alleged to purport a case of ecological degradation.
6. That the Applicant, in its OA, in addition to levelling allegations of collusion between the Respondent herein and the concerned authorities, has redundantly and repetitively made an attempt, *albeit* futile, to oppose the construction of the project, on the following grounds:
  - i. The project has been constructed without a valid consent to establish u/S. 25 of the Water Act and S. 21 of the Air Act on the ground of omission to take consent from CGWA and omission to obtain Consent to Establish;
  - ii. That the project is in violation of the provisions of the Environment Protection Act and Rule 14 of the Environment Protection Rules, 1986;
  - iii. That the project is in violation of the EIA Notification 2006;

- iv. That the project is in violation of settled canons of environmental jurisprudence- sustainable development, precautionary principle, polluter pays principle, and inter-generational equity;
- v. That the project is in violation of directions/prohibition order apropos buffer zones as delineated by this Hon'ble Tribunal in *Forward Foundation & Ors. Vs State of Karnataka & Ors.*

7. It is submitted that the contentions raised by the Applicant in the OA are a sheer abuse of the process of law and are based on a perverse understanding of the facts of the case. That the instant OA is neither maintainable in facts, nor in law, and thus liable to be dismissed, for *inter alia*, the following reasons:

- a. That the instant dispute, though is couched under the guise of environmental concern, is essentially a family dispute, the subject-matter of which is the project property.
- b. There is no violation of the provisions of either the Water Act or the Air Act since Consent to Establish was granted for the concerned project.
- c. That there is no violation of the EIA notification since the concerned project is under 20,000 sq. mtrs.
- d. That there is no violation of the buffer zone since the nearest lake to the project property, i.e., Kaikondrahalli Lake, is at a distance of 320 metres from the project property.
- e. That the violations as alleged by the Applicant in the instant case are only imaginary and a futile attempt to prevent by hook or by crook, any development over the project property.

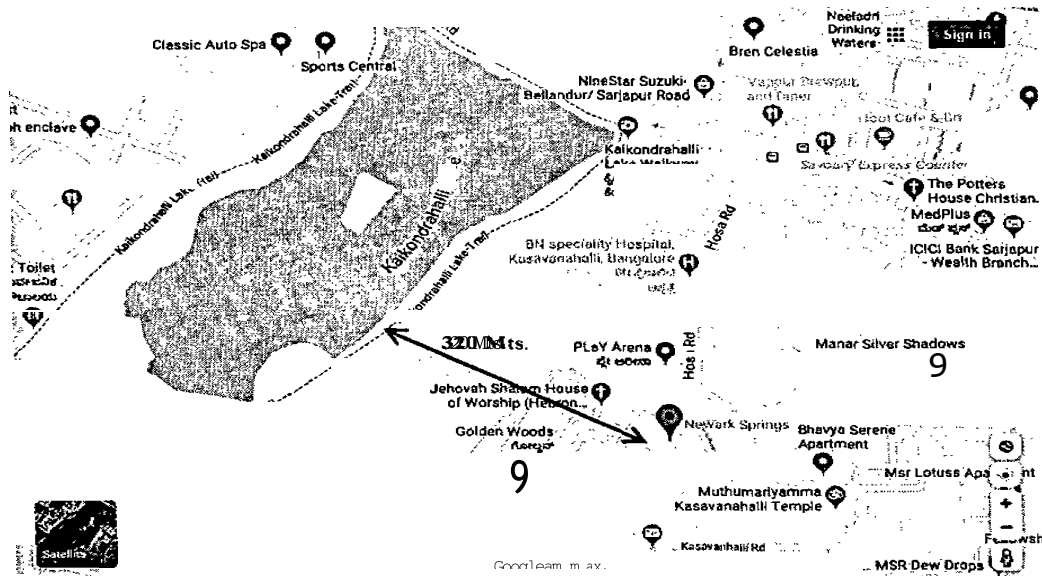
8. It is submitted that the answering respondent is a conscientious and duly-licensed builder, having successfully constructed numerous residential flats in and around the city of Bengaluru, in full compliance with all applicable environmental statutes, regulations, and norms. Such compliance has been scrupulously harmonised with the principles of sustainable development, with a view to safeguarding and preserving the ecological balance of the 'Garden City'.
9. That the Respondent seeks dismissal of the instant OA, on *inter alia*, the following grounds:

**GROUND:**

**AS THERE IS NO VIOLATION OF THE BUFFER ZONE:**

10. The principal contention advanced by the Applicant, *inter alia*, pertains to an alleged violation of the mandated buffer distance from the nearest lake. However, it is respectfully submitted that multiple documents on record, including the pleadings of the Applicant in the OA, unequivocally establish that the nearest water body, namely the Kaikondrahalli Lake, is situated at a minimum distance of 320 meters from the project site. In this regard, reliance is placed on the authoritative pronouncement of the Hon'ble Supreme Court in ***Mantri Techzone Pvt. Ltd. v. Forward Foundation, 2019 Online SCC 322***, wherein it was held that the prescribed buffer zone to be maintained from lakes in the State of Karnataka is 30 meters. To substantiate the aforesaid factual position, a screenshot extracted from Google Maps (emphasised for clarity) is annexed hereto, which clearly depicts that the project site lies well beyond the prescribed buffer zone, at a distance of no less than 320 meters from Kaikondrahalli Lake. Consequently, the project does not infringe any environmental norms or statutory prescriptions pertaining to lake buffer zones. Furthermore, it is pertinent to note that Varthur Lake, another prominent water body in the vicinity, is located approximately 7

kilometres from the project site. In view of such substantial separation, it is evident that the subject site does not fall within the catchment area of Varthur Lake either, thereby negating any apprehension of ecological impact in that regard.



**AS THERE IS NO VIOLATION OF THE PROVISIONS OF THE WATER ACT, 1974**

ON THE GROUND THAT NO CLEARANCE WAS GRANTED BEFORE:

11. It is submitted that the application for the grant of consent under Section 25 of the Water Act, 1974, was filed on 20.10.2015. An inspection was conducted on 26.10.2015 wherein the Inspector observed:

*“The proposed site is surrounded by road towards North and East, Wamalbanee Apartment towards West. The project authorities had not taken up any construction activity at the project site. The nearest water body to the project site is the Koikondrahalli Lake which is at a distance of 320 m towards West direction.”*

Accordingly, the Consent for Establishment (CFE) was granted in June 2016. Thereafter, on 19.09.2016, the commencement certificate was granted.

12. It is thus submitted that as observed in the inspection report, there was no construction prior to such consent of the KSPCB. Thus, there was no violation either of the law or consent under Section 25 of the Water Act, 1974, which had already been granted prior to the construction.

13. It is submitted that Section 25 of the Water Act, 1974, has been maliciously invoked by the Applicant inasmuch as the concerned provision only mandates that before any discharge of sewage or trade effluent in a stream or a sewer, such consent is mandatory. That the invocation of the concerned provision is inapplicable in the facts of the instant case, as no construction was put up by the answering Respondent before the consent was granted. Further, it has not been alleged by the Applicant that there is any discharge of sewage or trade effluent in any stream or sewer.

**THAT THE CONSENT FOR ESTABLISHMENT WAS GRANTED FOR BOTH RESIDENTIAL AND COMMERCIAL PURPOSES:**

14. It is submitted that the Applicant has endeavoured to portray that the Consent to Establishment was obtained by the Respondent under false pretexts, as the commercial aspect of the property was not mentioned. It is, however, submitted that the alleged deviation was not a deviation at all, as the KSPCB has appropriately granted Consent for Establishment for a built-up area of 14,344.81 Sq. m. The aforesaid measurement included two community shops of *de minimis* dimension, and the consent granted was based on the site plan, which was on record and had demarcated the proposed commercial area. It is to be noted that the contention of the respondent cannot be

sustained, considering the fact that the plan sanctioned was based on the following conditions:

*“2. The sanction is accorded for commercial/residential use only. The use of the building shall not be deviated to any other use.”*

15. Therefore, it is evident that there was no violation of the Consent to Establish, as it was provided for both commercial and residential purposes. Moreover, the aforesaid sanctioned plan was available with the KSPCB authorities and was duly verified, after which the consent was granted u/S. 25 of the Water Act, 1974. The establishment of shops in the residential complex was for community use, meant for the benefit of residents of the apartments, and the said shops formed a part of the residential complex to which sanction was accorded by KSPCB.

**THAT THERE WAS NO USE OF BOREWELL/GROUND WATER FOR THE PROJECT, REQUIRING PRIOR PERMISSION OF THE AUTHORITIES UNDER THE WATER ACT, 1974**

16. It is submitted that the project property was earlier an agricultural field, which was duly converted into a project site after appropriate sanctions. The borewells were installed by the landlord for the purposes of agriculture before the year 2008, and the borewells were defunct by the year 2012, much before the construction work of the project had started. Pertinently, BWSSB (Bangalore Water Supply and Sewerage Board) granted consent for providing water as of 13.08.2016 for construction and usage.

17. It is submitted that any penal consequence enshrined under the Water Act is required to be strictly construed, and such penal consequences have to flow only after exhausting the solution provided under Section 25(5) of the Water Act. The legislative intent of providing

powers to impose additional conditions u/S. 25(5) r.w. S. 33A of the Water Act clearly stipulates that the authorities are to correct those curable violations by imposing additional conditions so that impetus is provided for sustainable development. At the cost of repetition, the penal consequences should only flow as a last resort if the authorities have come to a decisive conclusion that the project proposal cannot be held to additional conditions, and the violations are so egregious that the project does not come within the scope of sustainable development, which remains absent in the instant case.

**THAT THERE IS NO VIOLATION UNDER THE PROVISIONS OF THE AIR ACT, 1981**

18. It is submitted that the purported violation of S. 21 of the Act, as contended by the Applicant, is on the basis of the operation of a Diesel Generator set within the premises. It is, however, submitted that the Applicant has failed to justify how the construction of a residential building falls within the definition of “*industrial plant*” as defined u/S. 2(k) of the Air Act, which is the *sine qua non* for the applicability of S. 21 of the Act.

19. It is pertinent to note that the consent granted by KSPCB had put three conditions, and accordingly, the answering respondent has adopted all the aforesaid conditions, and there is no evidence on record which shows that the actions of the respondent have led to the degradation of air quality.

**THAT THERE IS NO VIOLATION OF EIA NOTIFICATION, 2006:**

20. It is submitted that the Applicant, on the basis of conjectures, seeks to contend that the project will be larger than 20,000 sq. mtrs. Thus, an EIA ought to have been obtained. It is submitted that the EIA Notification, 2006 is only applicable for projects with built-up area greater than 20,000 Sq. mts. The purport of the aforesaid notification was that every project must have Environmental Clearance provided it was above the threshold provided under the notification. It is emphatically submitted that the concerned project does not cross the threshold provided for in the notification.

<b>PARTICULARS</b>	<b>MEASUREMENT</b>
The NOC obtained by the Director-General of Police bearing No. GBC(1) 286/2015, dated 01.08.2015	Total built-up area is mentioned to be less than 20,000 sq. mtrs.
Approved Construction Plan bearing No. BBMP/ADDL.DER/JD NORTH/LE/0173/2015-16	Notes that total built-up area would be 12,975.4 sq. m. and total FAR area 9,193.42 sq. m.
The inspection report of S. Dinesh, Environment Officer, Bengaluru, Bommanahalli, being PCB/BmN/2015/Tech-57/EO/IR/2015-16/9579, dated 26.10.2015.	Observes that the project does not require Environmental Clearance (EC) from SEIAA, Karnataka, as the Built-Up Area (BUA) is less than 20,000 sq.m.
KSPCB, in the Consent for Establishment being PCB/220/CNP/15/H-196, dated 08.06.2016	Notes that the built-up area is less than 20,000 sq.m. (threshold area for application of EIA Notification, 2006).

Letter by Dr. U. Sridharan, Scientist 'G', MoEF and CC, vide EP/12.8/New-Ark-NGT, dated 09.05.2019.	Observed that: "It is noted from the communication from the BBMP (cited above) that the project has a built-up area of 12,975.48 sq.m. Hence, it does not attract the provisions of the EIA Notification, 2006 and does not require environmental clearance for its construction."
---	---

21. Thus, since the project is within the threshold of 20,000 sq. m. of built-up area, the mandate to obtain EIA notification was not required in the facts of the instant case.

**THAT THERE WAS NO MISREPRESENTATION BY THE ANSWERING RESPONDENT BEFORE VARIOUS AUTHORITIES WITH RESPECT TO THE NATURE AND PURPOSE OF THE PROJECT:**

22. It is submitted that before issuing Consent to Establish, all relevant documents including the sanction plan issued by B.B.M.P. wherein construction of both residential and commercial property had been approved, was produced before the KSPCB. That the CFE was issued only after an inspection and a perusal of all documents. It is submitted that the Applicant's submission that the answering Respondent made misrepresentations before the Authorities apropos the nature and purpose of the project, thus deserves to be dismissed.

**THAT THE AFORESAID PROJECT IS NOT WITHIN THE ECOLOGICAL FRAGILE ZONE AND THUS THERE IS NO VIOLATION OF THE GUIDELINES OF THIS HON'BLE TRIBUNAL IN FORWARD FOUNDATION CASE:**

23. It is submitted that as per the guidelines as delineated by this Hon'ble Tribunal in the Forward Foundation Case regarding construction in the buffer zones is as under:

**63.** *On the facts and in the light of the materials on record we find that it is absolutely necessary to issue the following general and specific directions.*

*"General Conditions or directions:*

**1.** *In view of our discussion in the main Judgment, we are of the considered view that the fixation of distance from water bodies (lakes and Rajkalewas) suffers from the inbuilt contradiction, legal infirmity and is without any scientific justification. The RMP - 2015 provides 50m from middle of the Rajkalewas as buffer zone in the case of primary Rajkalewas, 25m in the case of secondary Rajkulewas and 15m in the tertiary Rajkulewas in contradiction to the 30m in the case of lake which is certainly much bigger water body and its utility as a water body/wetland is well known certainly part of wet land. Thus, we direct that the distance in the case of Respondents Nos. 9 and 10 from Rajkulewas, Waterbodies and wetlands shall be maintained as below:-*

*(i) In the case of Lakes, 75m from the periphery of water body to be maintained as green belt and buffer zone for all the existing water bodies i.e. lakes/wetlands.*

*(ii) 50m from the edge of the primary Rajkulewas.*

*(iii) 35m from the edges in the case of secondary Rajkulewas*

*(iv) 25m from the edges in the case of tertiary Rajkulewas*

*This buffer/green zone would be treated as no construction zone for all intent and purposes. This is absolutely essential for the purposes of sustainable development particularly keeping in mind the ecology and environment of the areas in question.*

It is submitted that as a matter of record, the Kaikondahalli Lake is situated at a distance of 320 metres. It is submitted that the Hon'ble Supreme Court, in **MANTRITECHZONE PVT. LTD. v. FORWARD FOUNDATION, 2019 ONLINE SCC 322**, has prescribed a distance of only 30 meters from such lakes.

24. It is evident from the spot inspection carried out by the Senior Environmental Officer in a report dated 26.10.2015, wherein he notes as under:

*“As per existing guidelines, a minimum 30 m buffer zone is to be maintained from the lake boundary. However, in this case, the nearest water body is at a distance of 320 m. The above-mentioned project site falls under BBMP limits.”*

25. Thereafter, the Expert Committee appointed in furtherance of the NGT order, in its report dated 14.05.2019, notes as follows:

*“...Project is situated towards the eastern direction of the lake and about 320 metres from the Koikondrahalli Lake.”*

In view of the aforesaid observations, there is nothing on record to even remotely show that the project is in violation of any of the norms.

26. That the contention of the Applicant qua the presence of rajkaluves (feeder canals) cannot be sustained in view of multiple authoritative documents which have rebutted the same. In this context, it is relevant to point out the letter dated 30.04.2019, bearing No. BBMP/ADDL.Dir/JDNorth/LP/173/2015-16, by the Office of Joint Director Town Planning (North), B.B.M.P, which reads as follows:

*“(a) The Plan sanctioning authority, after noticing that there are no classified drains as per Revised Master Plan-2015 in and around the*

*property in question with a distance of 50.00 mts., hence no nala buffer was considered at the time of sanction."*

27. Further, the Expert Committee, vide letter dated 27.04.2019 bearing No. KSPCB/SEO-SOUTH/BFIG/19-20/68 and letter dated 27.04.2019 bearing No. PCB/RSEO/BNG-SOUTH/2019-20/71, requested the Chief Engineer, Storm Water Drain, BBMP, and Additional Director of Land Records, Department of Survey, Settlement and Land Records, Revenue Department, to submit the details of drains/nala near the Project area. In lieu of the same, a joint inspection was conducted by BBMP officers, Revenue Inspector, and Village Accountant, and they submitted a detailed survey report to the Expert Committee, which states as follows:

*"1)As per the letter of the Assistant Director of Land Records bearing No. **Bhu.Sa.Ni/Phodi/ltare/39/2019-20** and the letter of Environmental Officer, Karnataka State Pollution Control Board, bearing No. **PCB/RSEO/BNG-SOUTH/19-20/71** dated 27.04.2019, a survey was conducted as per the village map in Survey No. 76/2 to ascertain whether there is a presence of nala in Survey No. 76 and whether there is any encroachment of the said nala. The said survey was conducted in the presence of BBMP Officer, Village Accountant, and Revenue Inspector, and it is found that **there is no nala/canal in the said survey number.**"*

It is thus submitted that the violations as alleged by the Applicant in the OA are solely to harass the answering Respondent and to stall any development over the concerned property.

**PRAYER**

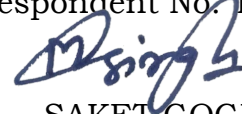
In light of the abovementioned facts and circumstances, it is most humbly prayed that this Hon'ble Tribunal may be pleased to:

- i. Dismiss the instant Original Application;
- ii. Pass any other similar order(s) that this Hon'ble Tribunal deems fit in the interests of justice.

DATED: 15.09.2025

Through Counsel for Respondent No. 12

PLACE: NEW DELHI



SAKET GOGIA,  
GAURI PANDE, MAN SINGH,  
SHEETAL MAGGON,  
M/s. LaW'ttitude  
Advocates & Solicitors  
#1, Birbal Road,  
Jangpura Extension  
Delhi- 110 014  
+91 97390 46560  
office.saket@lawttitude.com  
saketgogia@lawttitude.com

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH  
AT NEW DELHI  
Original Application No. 595/2018**

**IN THE MATTER OF:  
B. RAGHUPATHY**

**...APPLICANT**

**VERSUS**

**UNION OF INDIA**

**...RESPONDENTS**

**AFFIDAVIT**

I, Nishanth Reddy J, aged major, Partner of M/s. New ARK Project R/o. 76/2, of Kasavanhalli Mani Road, Near Karnataka Bank, Sarjapur Road, Bangalore Karnataka- 560035, do hereby solemnly affirm and state as under:

1. I say that I am the partner of the respondent firm in the above numbered OA and I am well acquainted with the facts and circumstances of the case and thus competent to depose this Affidavit.
2. I say that the contents of the accompanying reply are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom. That the legal submissions are based on advice and believed to be true.

*[Signature]*  
**For Newark Projects  
DEPONENT**

**Authorised Signatory**

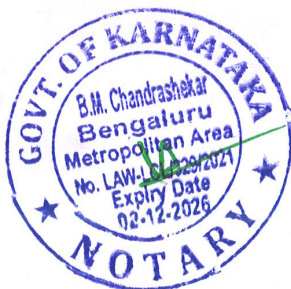
**VERIFICATION:**

I, the deponent abovenamed, do hereby verify that the contents of the accompanying Affidavit are true and correct to the best of my knowledge and belief.

*[Signature]*  
**For Newark Projects  
DEPONENT**

**Authorised Signatory**

Verified on this      day of      , 2025.



**REGISTER NOTARY**  
SI No. 1306 Page 99  
Book No. 24/60 Date 10/12/2025  
**SWORN TO BEFORE ME**  
*[Signature]*  
**B.M. CHANDRASHEKAR**  
Advocate & Notary Public  
# 47, B.D.A. Complex, Koramangala  
BANGALORE - 560034



**ANNEXURE-R1**

ANNEXURE A-1

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TRANSLATED COPYGOVERNMENT OF KARNATAKA

No. ALN.(EVH),SR.162/2009-10

Office of the Deputy Commissioner,

Bangalore District,

Bangalore

Date: 29-01-2010

OFFICIAL MEMORANDUM

Sub: Application filed by Sri. K.S.Satish No.45, Kasavanahalli, Carmelaram Post, Bangalore-560035 dated 16.11.2009 seeking conversion of agricultural land measuring 1-04 acres (One Acre Four Guntas) in Sy.No.76/2 of Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore District for the non-agricultural Hitech purpose.

- Ref: 1) Govt. Circular No.RD 7 LGP 1995, dated 07.06.1999.
- 2) Govt. Circular No. RD 56 LGP 2008, dated 10.09.2008 & 24.09.2008.
- 3) Report of the Tahsildar, Bangalore East Taluk, No.ALN.SR.73/2009-10, dated 23.11.2009.
- 4) The applicant has credited the sum of Rs.1,91,664-00 towards Conversion fine and Phodi fee of Rs.55-00 totally amounting to Rs.1,91,719-00 to the Treasury vide Challan No. 6, 8 dated 27.01.2010.
- 5) Letter of the Town Planning Member, Bangalore Development Authority No.BDA/TPM/GC-801/3333/2009-10 dated 24.12.2009 and the Letter of the Special Additional Land Acquisition Officer No.BDA/LAO/865/2009-10 dated 05.01.2010.
- 5) Letter of the Commissioner, Bangalore Development Authority, Bangalore No.BDA/TPM/2052/1864/2008-09 dated 20.10.2008.

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Whereas, applicant by crediting the amount as mentioned at Ref.(4) at Rs.1,75,240.00 (Rupees One Lakh Seventyfour Thousand Two Hundred Forty only) per acre under Rule 107(1) of the Karnataka Land Revenue (Amendment) Rules, 1994 and produced the Challan thereof and by considering the application filed by the applicant, sanction is hereby accorded to the alienation of the agricultural land measuring 1-04 acres (One Acre Four Guntas) in Sy.No.76/2 of Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, for Non-agricultural Hitech purpose in favour of the applicant Sri.K.S.Satish No.45, Kasavanahalli, Carmelaram Post, Bangalore-560035 subject to the following conditions in addition to usual conditions of conversion under Section 95(2), 95(4) and 95(7) of the Karnataka Land Revenue Act, 1964.

1. For the purpose of utilizing this land for the purpose of which it is converted unless obtaining the sanction from the competent authority i.e. Bangalore Development Authority/ BMRDA (Local Planning Authority), BMICAPA/ Pollution Control Board, this order shall not confer any right whatsoever to the occupant.
2. This converted land should be utilized for the Hitech purpose only. This land should not be utilized for any other purpose without prior permission.
3. The proposed layout and building plans etc on this land should be duly got approved by the Bangalore Development Authority/ BMRDA (Local Planning Authority), BMICAPA/ Pollution Control Board,

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concerned and the construction etc., should be put up in strict conformity with the plans approved by the authority concerned. The said land should not be alienated without obtaining approval to the layout plan.

4. Other required road margins and open spaces etc., should also be reserved in the area as per rules and the specifications of the Bangalore Development Authority/ BMRDA (Local Planning Authority), BMICAPA/ Pollution Control Board, as fixed by them.
5. Unless obtaining the layout plan approved by the concerned authority, the sites/buildings should not be registered with the concerned Registrars/Sub Registrars. In case if the Kathedar intend to sold the entire extent of the land for which conversion has been granted, this order is in no way cause hindrance whatsoever.
6. It is the responsibility of the applicant to provide all the civic amenities on the said land in the interest of the public to the site holders such as electricity, water supply, drainage system etc by keeping in mind the health, cleanliness and safety.
7. The Phut Kharab is there in this land the same should be reserved to Government under Section 67 of the Karnataka Land Revenue Act, 1964 and the Conversion has been accorded to utilize the land subjected for conversion at present for Hitech purpose. The extent of B-Kharab has been reserved

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for the public purpose. The applicant has no right whatsoever over this extent. The right over this B Kharab extent is always vested with the Government. The Tahsildar shall make entries clearly to this effect in the RTC.

8. A road margin of 40 Mtrs from National Highway and state Highway and 25 Mtrs. From District Road from the centre of the road to extreme edge of the construction should be maintained and no construction should be put up within this road margin as per G.O No.PWD 7556-665-R and B-6-54-5 and letter No.P1:7(11)67 dated 1-1-1966 of the Ministry of Transport, Government of India and no buildings whatsoever should be constructed on this vacant area.
9. For the purpose of which conversion is granted the land should be utilized for the said purpose only within two years from the date hereof.
10. Smoke, gas or other effluents that may be emanating from the industrial units which may be established on this converted land should be properly treated to prevent any harm to the public in any manner whatsoever and the industrial units that may establish on this converted land for industrial purpose must possess permission of the Karnataka Pollution Control Board and Environment Department.
11. This order is subjected to the Judgment that may be passed by the court in any suit/writ petition/appeal pertaining to the said land.

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12. In case if any acquisition proceedings is initiated in respect of the proposed land, this authority is in no way responsible.
13. While furnishing the information with regard to the conversion in respect of the lands fall in the Sensitive Zone in Revised Master Plan 2015 to the Deputy Commissioner, Bangalore District, Bangalore, a condition stating that development of any nature should not be undertaken on the proposed land without prior permission of the authority should be imposed.
14. In case if any developmental activities are to be undertaken on the proposed land, plans are to be got approved as per the decision of the Sub Committee constituted by the Authority.
15. In case if the land in question is falling within the limit of the Government land, the same will be subjected to the decision that may be passed after conducting enquiry under Sec.136(3) of the Karnataka Land Revenue Act, 1964.
16. In case if the said land is the land granted by the Government, the same will be subjected to the condition of carrying out the Phodi forthwith.
17. In case if it is confirmed that the applicant has obtained this Official Memorandum on the basis of the unauthorized documents by suppressing the true facts, this Official Memorandum shall stands automatically cancelled without any intimation and the loss if any sustained either to the applicant or his

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legal representatives, neither the Government nor this authority is in no way responsible. Its entire liability is on the applicant only.

13. Non-compliance with any of the conditions specified above will result in cancellation of these orders of sanction as well as initiation of proceedings and penalties provided under Section 96 of the Karnataka Land Revenue Act, 1964. Constructions if any put up in such a case were also liable to be demolished without compensation and the cost incurred to Government thereof will be recovered from the Kathedar.

SCHEDULE

Converted Land bearing Sy.No.76/2 of Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore District measuring 1-04 acres (One Acre Four Guntas) bounded on the :

Village:Kasavanahalli

East by : Land in Sy.No.1 and Road  
 West by : Land in Sy.No.74  
 North by : Land in Sy.No.75  
 South by : Land in Sy.No.76/1

Sd/-

(H. Ramanjaneya)  
 Special Deputy Commissioner  
 Bangalore District, Bangalore

Copy forwarded to the following for perusal and further suitable action:

- 1) Tahsildar, Bangalore East Taluk with original file

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and challan and requested to make necessary entries in the concerned RTC as this Survey Number has been converted as per this order and the proportionate assessment on the land is written off the accounts of the Kathedar.

- 2) Bangalore Development Authority/BMRDA (Local Planning Authority)/BHMICPA - for further suitable action.
- 3) Assistant Commissioner, Bangalore North Sub Division, Bangalore.
- 4) Deputy Director, Land Survey and Land Records Department, Bangalore Sub Division, Bangalore - with the RTC and copy of the plan and instructed to complete the land conversion phodi work at the earliest.
- 5) Sub Registrar, Varthur Hobli, Bangalore East Taluk, -for necessary action.
- 6) Applicant Sri. K.S.Satish No.45, Kasavanahalli, Carmelaram Post, Bangalore-560035 through registered post.
- 7) Additional Copy.

Sd/-

Special Deputy Commissioner  
Bangalore District, Bangalore.

//TRUE COPY//

T.O.  
/

TRANSLATED COPY

## BANGALORE DEVELOPMENT AUTHORITY

No.BDA/TPM/CLU.135/09-10/699/2010-11 Date: 28.5.10

## COMMENCEMENT CERTIFICATE LETTER

Sub: Request for change of land use of the land measuring 01 acre 04 guntas or 4452.80 Sq.m in Sy.No.76/2 of Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk from Industrial (Hitech) Use to Commercial Use by Sri K.S.Sathish- reg.

- Ref:
1. Application of the Applicant dated 24.11.2009.
  2. Govt. Order No.PASD 55 Statute 2002(p), Bangalore dated 14.02.2005.
  3. Order of the Commissioner, Bangalore Development Authority dated 21.01.2010.
  4. The Finance Department of BDA have confirmed the payment of Rs.3,33,960/- towards Betterment Charges, Rs.2,226/- Rounded off Rs.14/- towards Scrutiny Fee total amounting to Rs.3,36,200/0 made by the Applicant on 30.04.2010 vide Canara Bank Challan No.19346 as per this Office Letter No.BDA/TPM/CLU.135/09-10/3803/2009-10, dated 01.02.2010.

The proposal submitted by the applicant vide Ref (1) requesting for change of land use from Industrial (Hitech) use to Commercial Use has been perused. As per the order cited at Ref (3), the applicant has been informed to pay the total amount of Rs.3,36,200/0- towards Betterment Charges and Scrutiny Fee, the applicant has paid the prescribed fees. The same has been confirmed by the Finance Department of the Bangalore Development Authority.

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Therefore, under Sub-Section (3) of Section 14-A of the Karnataka Town & Country Planning Act, 1961, permission is hereby accorded for change of land use of the land measuring 01 acre 04 guntas or 4452.80 Sq.m in Sy.No.76/2 of Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk from Industrial (Mitech) Use to Commercial Use subject to the following conditions.

1. As per RMP-2015 by reserving the land for road widening, the building plan may be got sanctioned from the competent authority as per the Zonal Regulations.
2. Space has to be provided on the land of the applicant itself for vehicle parking in accordance with the rules for the said proposed commercial building.
3. Other conditions that may be imposed by the Bangalore Development Authority/ Competent Authority are to be complied.
4. No Objections Certificate has to be obtained from the KSPCB in accordance with the necessity.

(Draft letter approved by the Commissioner)

Sd/-28/5/10  
For Commissioner,  
BDA, Bangalore.

To,  
Sri.K.S.Satish,  
No.43, Kasavanahalli,  
Carmelaram Post,  
Bangalore - 560 035.

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A.T.C

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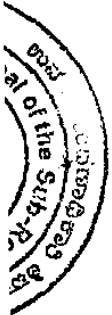
BKJ-5909  
2014-15

**JOINT DEVELOPMENT AGREEMENT**

THIS **JOINT DEVELOPMENT AGREEMENT** is made and executed on this the **Twenty Sixth** Day of **March, Two Thousand Fifteen (26-03-2015)** at **BANGALORE** :

**BY :**

**SRI.K.S.SATISH,**  
S/o Late K.Srinivasa Reddy,  
Aged about 45 years,  
Residing at, No: 45, Kasavanahalli,  
Bellandure Post, Bangalore East Taluk.  
PAN No:



Hereinafter referred to as the **FIRST PARTY/OWNER** of the **ONE PART**

**AND :**

**M/s NEW ARK Projects**  
Rep., by its Partners,  
Having office at, No.1282, 1<sup>st</sup> Floor,  
17<sup>th</sup> Cross, 5<sup>th</sup> main, 7<sup>th</sup> Sector,  
Bengaluru - 560 068

Represented by its Managing Partner  
**Mr. K. S. JAGADEESH REDDY,**  
S/o K Srinivas Reddy,

Hereinafter called the **SECOND PARTY/DEVELOPER**  
of the **OTHER PART**

PAGE No. 5/1

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Print Date & Time : 26-03-2015 04:57:14 PM


ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5909

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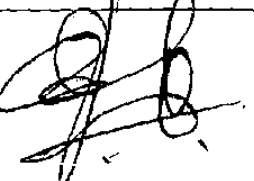
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2	ಸೇವಾ ಶುಲ್ಕ	1400.00
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	ಒಟ್ಟು :	151500.00

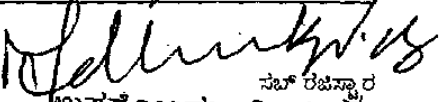
ಶ್ರೀ M/s. NEW ARK Projects Rep. by its Managing Partner Mr. K.S. Jagadeesh Reddy ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
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ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಹೆಲಸೂರು, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ..... ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

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1	M/s. NEW ARK Projects Rep. by its Managing Partner Mr. K.S. Jagadeesh Reddy (ಬರೆಸಿಕೊಂಡವರು)			
2	K.S. Satish S/o Late K.Srinivasa Reddy (ಬರೆದುಕೊಟ್ಟವರು)			

  
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
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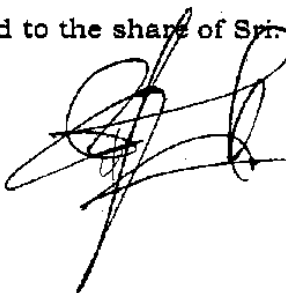
(The term FIRST PARTY/OWNER and the SECOND PARTY/DEVELOPER shall mean and include their respective heirs, legal representatives, executors, administrators, agents, assigns, nominee/s, successors-in-interest, etc.) WITNESSETH:

I. WHEREAS the Land Lord is the absolute owner in possession and enjoyment of immovable property bearing Survey Number 76/2, BBMP Khatha No.3802/Sy.No.76/2, converted for commercial purpose situated at Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, measuring 1 Acre 4 Guntas, more particularly described in the schedule hereunder and herein after referred to as the Schedule Property.

II. WHEREAS originally the Schedule Property was part of larger extent of land in Sy.No.76, measuring 2 Acre 8 Guntas excluding 7 Guntas of Karab land and the same was granted in favour of K.Narayana Reddy in Case No.A1.MI.153/1975-76 by the Spl Deputy Commissioner for Abolition of Inams, Bengaluru by his order dated 06-10-1975.

III. Whereas the Spl. Deputy Commissioner for Abolition of Inams, Bangalore has issued an endorsement dated 09-10-1975 for making Khatha in respect of the above said property in the name of K.Naryana Reddy and accordingly his name was entered in revenue records.

IV. Whereas K.Naryana Reddy and his brothers have entered into a partition and the same was reduced in to writing on 01-05-1982 in respect of the joint family properties including the property bearing Survey Number 76 and in the said partition the Schedule Property was allotted to the share of Sri. K.Srinivasareddy.






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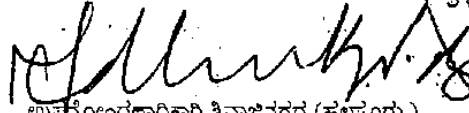

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Naveen Kumar NO.201, 2nd Floor, 1st Main, Sheshadripura, Bangalore.	
2	Basavaraja NO.41, BDA Complex, domlur, bangalore.	

  
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಹಲಸೂರು, ಬೆಂಗಳೂರು.

This Document has been Registered along with One Duplicate. No Differences found between Original and Duplicate.

  
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಹಲಸೂರು, ಬೆಂಗಳೂರು

 1 ನೇ ಪ್ರಸ್ತುತ ದಸ್ತಾವೇಜು ನಂಬರ HLS-1-05909-2014-15 ಅಗಿ ಸ.ಡಿ. ನಂಬರ HLSD114 ನೇ ಪೈರಲ್ಲಿ ದಿನಾಂಕ 26-03-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಹಲಸೂರು) ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಹಲಸೂರು, ಬೆಂಗಳೂರು	
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V. Whereas K.Srinivasa Reddy died on 09-06-2003 leaving behind his wife Smt. Radhamma and three sons by name K.S.Suresh, K.S.Jagadeesh and K.S.Satish to succeed to his estate and the above said Four persons are the legal heirs of late K.Srinivasa Reddy.

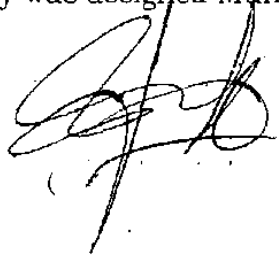
VI. Whereas the khatha of the Schedule Property was mutated in the name of K. Srinivasa Reddy as MR.No.5/2006-07. In view of the death of K. Srinivasa Reddy the inheritance Khatha was mutated in the name of Land Lord with the consent of other legal heirs as per MR.No.15/2006-07.

VII. Whereas the survey number 76 was phoded and the Schedule Property was assigned new survey number 76/2 and the same was mutated in the name of Land Lord as per MR.No.1/2009-10.

VIII. Whereas the Schedule Property was converted for High-tech purpose by the order of Spl. Deputy Commissioner vide order No.ALN(EVH)SR.162/2009-10, dated 29-01-2010.

IX. Whereas the land usage purpose of the Schedule Property was changed from High-tech purpose to commercial purpose by the order passed by Town Planning Member, BDA dated 01-02-2010 and the Commissioner BDA has issued the confirmation letter dated 25-08-2010 for change of land use from High-tech to Commercial to the extent of 1 Acre 4 Guntas or 4452.80Sq.mtr in survey Number 76/2 of Kasavanahalli Village.

X. Whereas the Schedule Property is situated within the jurisdiction of Bruhath Bengaluru Mahangara Palika and the khatha was made in the name of First Party as per MR.231/2010-11 and the Schedule Property was assigned Municipal Number 3802/Sy.No.76/2.



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[Barcode]

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. NEW ARK Projects Rep. by its Managing Partner Mr. K.S. Jagadeesh Reddy  
ಇವರು 549875.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid In Cash Duplicate Copy
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	549375.00	DD NO.002563, date: 26/03/2015, drawn on Axis Bank Ltd., Bellandur, Bangalore.
ಒಟ್ಟು :	549875.00	

ಸ್ಥಳ : ಹಲಸೂರು

ದಿನಾಂಕ : 26/03/2015

*[Signature]*  
ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
ಉಪನೋಂದಣಿ ಇಲಾಖೆ  
ಹಲಸೂರು, ಬೆಂಗಳೂರು.

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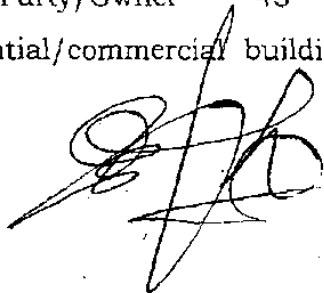
**XI.** Whereas the family members of First Party have partitioned their family properties as per registered partition deed document No....., dated 25-02-2015, registered in the office of Sub-Registrar, Ulsoor, Bengaluru and the said partition the Schedule Property was allotted to the share of First Party.

**XII.** WHEREAS the First Party is in possession and enjoyment of the Schedule Property as absolute Owner and has been exercising the right of Ownership without any let or hindrance from anyone.

**XIII.** WHEREAS the Second Party who is the Developer, was on the lookout for properties for development and the Owner has offered the Schedule Property for development and the Developer has offered its terms to develop the Schedule Property under an integrated scheme of development into a residential and commercial complexes subject to grant of permission from the authorities for the benefit of the parties and whereas the Owner have accepted the offer of the Second Party/Developer.

**XIV.** WHEREAS the Second Party/Developer has offered to develop the Schedule Property into a residential and commercial complex at its cost and after mutual negotiation, the PARTIES hereto have agreed to reduce the terms and conditions into writing and accordingly, this MEMORANDUM OF JOINT DEVELOPMENT is being executed.

**XV.** WHEREAS the Second Party/Developer shall develop the Schedule Property into a complex comprising of separate Commercial and residential building and has offered to allocate to the share of the First Party/Owner - 45 % of the super built up area in residential/commercial building and in consideration thereof of the



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First Party/Owner does hereby permit the Second Party/Developer to sell the remaining 55 % of the super built up area in residential/commercial building with proportionate undivided share in the land in favour of the nominees of the Second Party/Developer.

**XVI.** WHEREAS the First Party/Owner have accepted the above offer and on the assurance of the Second Party/Developer to complete and deliver the super built up area in the aforesaid project being allotted to the First Party/Owner within the stipulated period.

**WHEREAS THE FIRST PARTY/OWNER HAVE REPRESENTED AS UNDER:-**

- a) That the First Party is the absolute owner of the Schedule Property as mentioned above and the First Party/Owner assures that the title of the First Party/Owner in respect of the Schedule Property is good, marketable and subsisting and that except the First Party/Owner no other person or persons have any manner of right, title, interest or claims over the Schedule Property.
- b) That the Schedule Property is not subject to any encumbrances, attachments, Court injunctions or acquisition proceedings or mortgages or lien of any kind ;
- c) That the First Party/Owner has not entered into any Agreement/s for Sale/Transfer/Development of the Schedule Property with any other person/s or agency.
- d) That the agreement for development arrived at between the parties is for the mutual benefit of the parties;

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e) That there are no easements, quasi-easements restrictive covenants or other rights or servitudes.

f) That the FIRST PARTY/OWNER covenant to produce all such further documents as may be reasonably required in relation to the Development being undertaken by the SECOND PARTY/DEVELOPER and the FIRST PARTY/OWNER shall always be bound to provide a clear and marketable title.

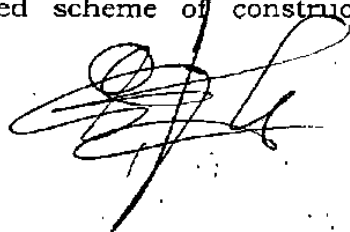
g) The Second Party/ Developer on the assurance and guarantee of the First Party/Owner as regards to the title of the Schedule Property, has agreed to develop the Schedule Property and the PARTIES are desirous of reducing the terms agreed into writing.

**NOW THIS AGREEMENT OF JOINT DEVELOPMENT  
 WITNESSETH AS FOLLOWS:**

That in terms agreed to between the PARTIES and subject to the mutual obligations undertaken by the First Party/Owner and the Second Party/Developer under this Agreement, the Second Party/Developer hereby agrees to develop the Schedule Property by constructing a multi-storied residential and commercial complexes, subject to the terms and conditions herein contained.

**1. PERMISSION FOR DEVELOPMENT:**

1.1 The First Party/Owner is in possession and enjoyment of the Schedule Property. The First Party/Owner hereby agrees and undertakes to make available the Schedule Property in its entirety for development and permit the Second Party/Developer to enter upon the Schedule Property and to undertake the Development under an integrated scheme of construction of residential and commercial

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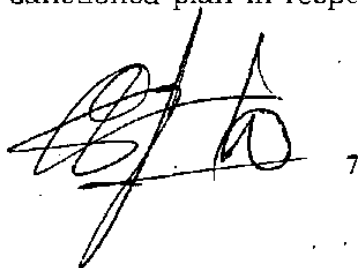
building in terms of this Joint Development Agreement. However, the authority so granted shall not in any manner be construed as delivery of possession of the Schedule Property by the First Party/Owner in part performance of this Joint Development Agreement or any Agreement of Sale under Section 53-A of the Transfer of property Act or under Section 2 (47) (iv) of the Income Tax Act, 1961.


1.2 The First Party/Owner hereby agrees not to interfere or interrupt in the course of the construction and development of the Schedule Property and/or commit any act or omission having the effect of delaying or stopping the work that has been undertaken under this Agreement. However, the First Party/Owner shall always be entitled to inspect the progress of the work and type of work which is being executed on the Schedule Property. The First Party/Owner hereby irrevocably authorize and empower the Second Party/Developer to develop the Schedule Property as residential and commercial building comprising of blocks and the same should not be revoked till the completion of the proposed development and sale as agreed and declared accordingly.

1.3 The First Party/Owner shall permit the Second Party/Developer to enter upon the Schedule Property on the schedule date for the purpose of development after signing of this Agreement provided the financial and other working terms so agreed are fulfilled by either of the parties as per the terms of this Development Agreement.

**2. PLANS/LICENCES:**

2.1 The Second Party/Developer shall at its cost and expenses obtain the sanctioned plan in respect of the Schedule Property for the



  
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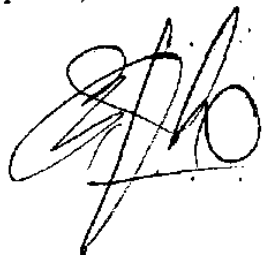
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construction of residential and commercial building from the jurisdictional planning authorities and the Second Party/Developer shall undertake the construction of the residential and commercial building on the Schedule Property as per the building bye-laws, rules and regulations in force and the Second Party/Developer shall at its cost obtain all such other necessary permissions, sanctions, clearances, including the permission from Airport Authority of India, Pollution Board, P.W.D. Department, Fire Force Department, BESCO, BWSSB, Urban Art Commission, Lift Inspectorate, Commencement Certificate, Completion Certificate and all other necessary clearance as may be required to commence and complete the project within the stipulated period. The responsibility and expenses for preparing any plans and obtaining necessary licenses and all other permissions required to take up, commence and complete the construction of the multistoried building/s in the Schedule Property shall be that of the Second Party/Developer. The Second Party/ Developer shall make available to the First Party/Owner one set of sanction plan and all other statutory sanctions granted by the jurisdictional competent authorities as the case may be.


2.2 The Second Party/Developer shall be entitled to modify the plan submit fresh plan from time to time as may be decided by the Second Party/Developer under due intimation to the First Party/Owner without altering the entitlement of the First Party/Owner share under this Agreement.

**3. CONSTRUCTION:**

3.1. The Second Party/Developer shall subject to the sanction of license and plans, construct on the Schedule Property residential and



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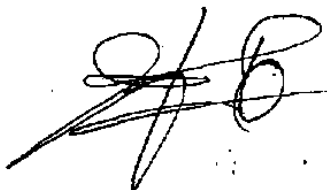
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commercial building in accordance with the license and plans with internal and external services, roads, walkways, amenities, facilities, staircase and passages and sewer lines and pipes etc as per the specification appended to this Agreement. The construction shall be in accordance with specifications contained herein or equivalent thereto.

3.2 The Second Party/Developer will be entitled to engage Architects, Engineers, Contractors and others as they deem fit to execute the construction work. However, in case of disputes between the Second Party/Developer and his contractors, Architects, Engineers and other workmen, supplies or materials and other persons who are engaged by the Second Party/Developer in the development of the Schedule Property, the same shall be settled by the Second Party/Developer and the First Party/Owner shall have no liability of any nature whatsoever nor will the First Party/Owner be deemed to be the Principal Contractor.

3.3 All the expenses and costs which may have to be incurred in connection with the preparation of plan, modified plans, drawings, estimates etc and / or obtaining clearances and sanctions for the plan and also the entire cost of constructions of the buildings and providing the amenities, services and facilities, including the fees payable to the Architects, Engineers, Contractors and other staff and workmen shall be borne by the Second Party/Developer. In case of disputes between the Second Party/Developer and/or his contractor, architects, engineers and other workmen and suppliers of materials and other persons who are engaged in the development of the Schedule Property the same shall be fully settled by the Second Party/Developer who shall also be liable and answerable for their claims if any. In case of any accidents or injury or death occurring during the course of



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construction period to any workmen or third party in the Schedule Property, the Second Party/Developer will solely be responsible. The First Party/Owner shall have no liability to any extent in this behalf.

3.4. All the items of plants and machineries, tools and implements, stores and materials shall belong to the Second Party/Developer and/or its contractors, workmen and other agencies may bring to the site for the due construction of the said buildings shall remain the exclusive property of the Second Party/Developer at all times and the First Party/Owner shall have no claim whatsoever on any such items or plants and machinery, tools and implements, stores and materials at any time.

3.5. The Second Party/Developer shall be entitled to make additions, deletions and alterations in the plans as demanded by the sanctioning authorities and also in construction as they deem it fit without materially affecting the entitlement of the First Party/Owner Share. The Second Party/Developer is also entitled to effect modifications depending on the plan and exigencies in the built up areas agreed to be built and delivered to the First Party/Owner. The Second Party/Developer shall have absolute discretion in matters relating to the method, manner and design of construction without affecting the designs and safety of the building basically.

**4. COST OF CONSTRUCTION:**

4.1 The entire cost of construction, including Architects fee and charges/fee if any to be paid for obtaining the license/sanctioned plan/modified sanctioned plan, payments for the temporary connection of water and electricity during construction and development of the

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Schedule Property including the area falling to the share of the First Party/Owner shall be borne by the Second Party/Developer. The First Party/Owner shall not be required to contribute any amount towards the preparations of drawing, plan sanction, development and constructions of the Schedule Property including the First Party/Owner share of constructed area as set out in this Joint Development Agreement.

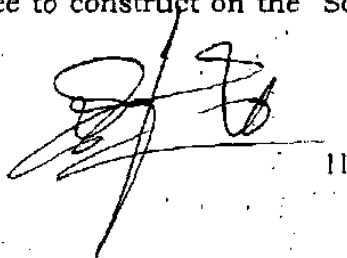
4.2 In the event of any other demand with respect of construction only made by any Authorities on Commencement of Construction or during the course of the construction, the same shall be borne by the Second Party/Developer and the First Party/Owner shall have no liability.

4.3 The Schedule Property is included within the revenue administrative jurisdiction of the Bruhat Bangalore Mahanagara Palike and the First Party/Owner shall pay the betterment charges to the Bruhat Bangalore Mahanagara Palike to enable the Second Party/Developer to apply for the sanction plan.

4.4 The First Party/Owner shall obtain bifurcated khatha of the Schedule Property if the same is required/demanded by the authorities for grant of sanction plan and license to construct commercial and residential buildings.

#### 5. SHARING OF BUILT AREA:

5.1 In consideration of the First Party/Owner agreeing to transfer the proportionate undivided share in the land in favour of the Second Party/Developer or its nominees, the Second Party/Developer does hereby agree to construct on the Schedule Property and deliver to the



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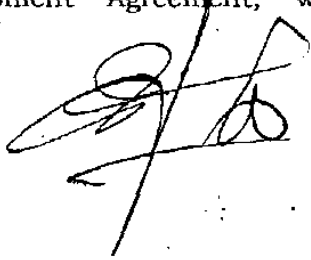
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First Party/Owner or his nominee/s or assignee/s free from encumbrances 45% of the constructed area in the residential/commercial building as the First Party/Owner share in the Schedule Property with proportionate number of car parking slots to be provided in the complexes. The remaining 55% of the constructed area in the residential/commercial building in the Schedule Property shall be the entitlement of the Second Party/Developer along with proportionate undivided share in the land and proportionate number of car parking slots and the Second Party/Developer shall have the right to sell the same to any prospective purchaser or nominee as may be appointed or nominated by the Second Party/Developer without any reference or concurrence of the First Party/Owner. The floor area ratio is tentatively worked out as equivalent to one floor space index, however if the Second Party/Developer were to achieve any additional floor area, depending on the changed circumstances or better utilization of the planning ability, such additional built up area shall be proportionately shared in the ratio agreed.

5.2 In consideration of the Second Party/Developer agreeing to deliver the First Party/Owner's CONSTRUCTED AREA as per para supra, the First Party/Owner hereby agrees and bind and undertakes to transfer/ convey/sell to the Second Party/Developer and / or its nominee/s or assignee/s an undivided share in the land proportionate to the Second Party/Developer's constructed area either in one lot or in several share or in the form of undivided shares or otherwise at the sole discretion of the Second Party/Developer. The First Party/Owner has executed a registered Power of Attorney in favour of the Second Party/Developer which has been registered along with this Joint Development Agreement, who shall exercise such powers as



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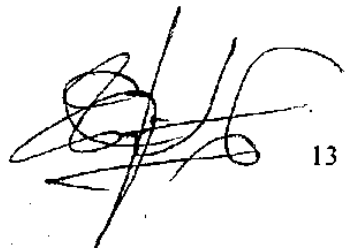
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enumerated therein in respect of 55% of the constructed area in the residential/commercial building and proportionate share in the land allotted to the Second Party/Developer.

5.3. The First Party/Owner constructed area shall be the absolute property of the First Party/Owner and the First Party/Owner shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate undivided share in the land or such undivided share as will be proportionate to the super built area retained by the First Party/Owner in the land in Schedule Property and the First Party/Owner shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.

5.4 The Second Party/Developer's constructed area shall be the absolute property of the Second Party/Developer and shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate undivided share in the land or such undivided share as will be proportionate to the super built area allotted to the Second Party/Developer and the Second Party/Developer shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.

5.5 That the portion of the constructed area marked First Party/Owner' constructed area, i.e. to the First Party/Owner as aforesaid in Para supra in terms of the Working Plan, the Second Party/Developer shall be entitled to sell or otherwise dispose of the Second Party/Developer's constructed area etc. viz. the remaining

  
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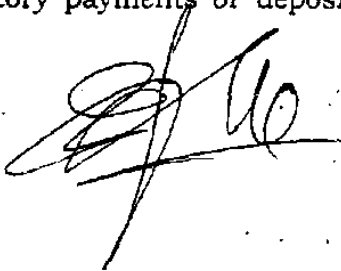
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Super Built area in the buildings and car parking areas and the benefits and advantages available with proportionate undivided share in the land in the Schedule Property.

5.6 That the First Party/Owner and Second Party/ Developer shall mutually decide upon the apportionment of their respective built up areas falling to their shares by mutual discussions and reduce the same into writing in the form of Supplemental Sharing Agreement. Both the PARTIES shall share both the advantages/disadvantages in proportion to their respective shares on equitable basis and in such manner that the value of the areas is of more or less equal value and importance, both the PARTIES shall co-operate with each other in executing the Supplemental sharing agreement within 15 days from the date of obtaining the sanctioned plan.

5.7 The Second Party/Developer shall endeavor to exploit the maximum permissible FSI as per the license and plan sanctioned from the authorities for the mutual benefit of the PARTIES. If any FSI over and above the present one becomes available and sanctioned either before the commencement of the construction or during the course of the construction or thereafter any time, then the Second Party/ Developer shall undertake additional constructions and in which case the First Party/Owner and Second Party/Developer shall be entitled to super built up area in the ratio of 45:55 of the in the residential/ commercial building respectively in such additional constructions.

5.8 The First Party/Owner shall pay pro-rata charges, statutory deposits, viz., BWSSB, BESCO, Club charges/deposit, any other statutory payments or deposits including the incidental expenses for



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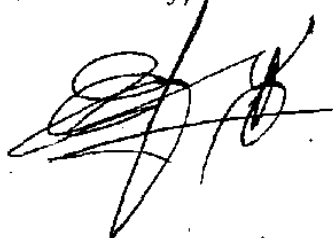
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providing permanent connections of electricity, water and sanitary shall be in the ratio of the respective shares and as may be decided by the Second Party/Developer in respect of the constructed area allotted to the share of First Party/Owner within 15 days from the date of written demand made by the Second Party/Developer. The First Party/Owner covenant that in the event of any other ordinance or Act coming into force subsequent to the execution of this Joint Development Agreement resulting in any cess or statutory payment payable in respect of the First Party/Owner share of the constructed areas, the same shall be payable by the First Party/Owner. However, the payment of VAT and Service Tax in respect of the First Party/Owner share of the constructed area shall be payable by the First Party/Owner.

5.9 If at any time after their respective area/apartment allotment, any variations are to be made, the same will be settled by the PARTIES by mutual consent.

5.10 As the built up area cannot be fragmented to enable the First Party/Owner to retain exactly the super built up area allotted in the building to be built in the Schedule Property, the First Party/Owner shall be entitled to such number of apartment/flats, if the total super built up area contained in the commercial and residential building allotted to the First Party/Owner falls short of his entitlement of the super built up area, then the PARTIES shall mutually settle the value thereof. That at the time of apportionment of the respective shares in the super built up area as agreed to between the PARTIES, the Second Party/Developer shall endeavor to, as far as possible to demarcate the extent of super built up area to be allotted to the First Party/Owner without the First Party/Owner having to pay any additional amount for



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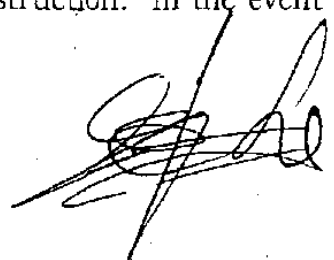
any marginal super built area falling to the share of the First Party/Owner apart from the ratio being allotted under this Agreement.

5.11 The word "Super Built Up Area" mentioned herein shall mean the total constructed Area including balconies, sit outs, staircase, lift rooms, electrical meter room, pump room, Generator rooms if any, common areas, circulation areas but excluding car parking area.

5.12 The portion of the terrace area of the upper floor shall be reserved for the construction of overhead tanks, location of solar equipment and construction of lift head room and the remaining area of the terrace shall be proportionately shared by the PARTIES.

**6. COMMENCEMENT AND COMPLETION OF CONSTRUCTION:**

6.1 The Second Party/Developer shall under normal conditions and in the absence of any restrictions, complete the construction within 36 (Thirty Six) months from the date of issue of the Commencement Certificate with a grace period of 6 months or such extended period as the PARTIES may mutually agree upon. However, the Second Party/Developer shall not incur any liability for any delay in delivery of possession of the "First Party/Owner CONSTRUCTED AREA" by reason of non-availability of Government Controlled Materials, and/or by reason of any injunction or legal proceedings, Governmental restrictions and/or civil Commotion, transporters strike, Act of God or due to any injunction or prohibitory order (not attributable to any action of the Second Party/Developer ) or conditions force majeure or for reasons beyond control of the Second Party/Developer shall be excluded at the time of computing the period stipulated for construction. In the event of non-availability of Occupancy Certificate



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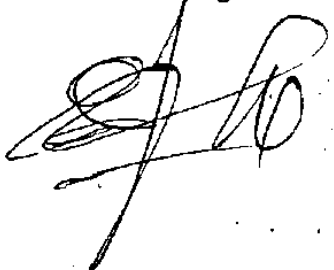
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or Power/Sanitary/Water connections, the Second Party/Developer shall be excluded at the time of computing the period stipulated for construction. The Second Party/Developer in any case shall endeavor to complete the construction within the stipulated period and deliver the "First Party/Owner Constructed Area" within the period agreed herein above.

**7. INDEMNITY:**

7.1 The First Party/Owner hereby confirms that his title to the Schedule Property is good, marketable and subsisting and that none else have any right, title interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachment or taxation or acquisition proceedings or charges of any kind. The First Party/Owner shall keep the Second Party/Developer fully indemnified and harmless, against any loss or liability, cost or claim, action or proceedings that may arise against the Second Party/Developer on account of any defect in or want of title on the part of the First Party/Owner or on account of any delay caused at the instance of the First Party/Owner.

7.2 The SECOND PARTY/DEVELOPER shall keep the FIRST PARTY/OWNER fully indemnified and harmless against any loss or liability, cost or claim action or proceedings, that may arise against the FIRST PARTY/OWNER of the Schedule Property and the Building to be constructed thereon by reasons of any failure on the part of the SECOND PARTY/DEVELOPER to discharge its liabilities/obligations to the labour employed by the SECOND PARTY/DEVELOPER or any claims of the labour contractors or on account of any act omission or commission in using the Schedule Property or putting up the



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construction. In case of regularization of the constructed area as per the working drawing which is the area other than the area as per the sanctioned plan, such additional area/floor the regularization cost shall be borne by the PARTIES proportionately;

7.3 The SECOND PARTY/DEVELOPER shall keep the FIRST PARTY/OWNER fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the FIRST PARTY/OWNER or the "FIRST PARTY/OWNER CONSTRUCTED AREA" in the Schedule Property and the buildings to be constructed thereon by reason of any failure on the part of the SECOND PARTY/DEVELOPER shall be fully liable and responsible to the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Karnataka Power Transmission Company Ltd., Bangalore Water Supply and Sewerage Board or any other Authorities for compliance of all the statutory requirement for construction of the building on the Schedule Property.

7.4 The SECOND PARTY/DEVELOPER shall be entitled to enter into Sub Sale Agreements with the prospective PURCHASERS in respect of the SECOND PARTY/DEVELOPER'S constructed area in the Schedule Property along with proportionate undivided share in the land and car parking slot and in the event of any breach of the terms between the SECOND PARTY/DEVELOPER and the prospective PURCHASER/NOMINEE of the SECOND PARTY/DEVELOPER, the FIRST PARTY/OWNER shall not be liable for any consequences thereof suffered by the SECOND PARTY/DEVELOPER and that the SECOND PARTY/DEVELOPER shall always indemnify and keep indemnified the FIRST PARTY/OWNER harmless of any such action or proceedings initiated



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by the nominee/s of the SECOND PARTY/ DEVELOPER in relation to the breach of the terms and conditions.

**8. TRANSFER OF SECOND PARTY/DEVELOPER'S SHARE:**

8.1 The First Party/Owner shall have no objection for the Second Party/Developer as the Attorney Holder of the First Party/Owner to convey/transfer the Second Party/Developer's share in the land comprised in the Schedule Property to the Second Party/Developer or person/s nominated by the Second Party/Developer.

8.2 The SECOND PARTY/DEVELOPER shall immediately after the execution of this Agreement, be entitled to enter into Agreement with the prospective purchaser/s from out of the share apportioned to the SECOND PARTY/DEVELOPER under this Agreement without any reference or concurrence of the FIRST PARTY/OWNER and also to execute the register the Agreement of Sale/Sale Deeds.

8.3 The stamp duty, registration charges and expenses in connection with the preparation and execution of the Deed/s of conveyance and/or other documents relating to the SECOND PARTY/DEVELOPER'S share in the land rights in the Schedule Property agreed to be conveyed to the SECOND PARTY/DEVELOPER or the SECOND PARTY/DEVELOPER'S nominee's shall be borne by the SECOND PARTY/DEVELOPER or the nominee/s of the SECOND PARTY/DEVELOPER.

8.4 The SECOND PARTY/DEVELOPER shall be entitled to enter into Agreements for sale and sell/transfer 55% of the constructed area in the residential/commercial building or such undivided share in the land of the Schedule Property together with proportionate car parking

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slots in the building to be built in the Schedule Property as stated above with the persons intending to own built areas and receive consideration there under and enter into Construction Agreements or any other Agreement or Memorandum with them. The amounts realized there from can be utilized for the purposes of construction in the Schedule Property and the FIRST PARTY/OWNER shall not object to the same.

8.5 The Stamp Duty payable on this Joint Development Agreement is borne by the SECOND PARTY/DEVELOPER . . .

**9. TAXES, MAINTENANCE, DEPOSITS, ETC., ON FIRST PARTY/OWNER/ OWNER' CONSTRUCTED AREA:**

9.1 The FIRST PARTY/OWNER shall pay and discharge all Municipal Taxes, Cess and Assessments on the Schedule Property upto the date of delivery of possession to the SECOND PARTY/DEVELOPER. The FIRST PARTY/OWNER pursuant to the apportionment of the FIRST PARTY/OWNER' CONSTRUCTED SHARE shall be liable to bear and pay all taxes, rates and cess and charges for electricity, water and sanitary and other services and outgoings payable in respect of the "FIRST PARTY/OWNER' CONSTRUCTED AREA" on pro-rata basis from the date of delivery of possession of the same after due service of a written notice from the SECOND PARTY/DEVELOPER to the FIRST PARTY/OWNER that the "FIRST PARTY/OWNER CONSTRUCTED AREA" is ready for delivery and occupation in all respects after obtaining the Occupancy Certificate. However, the FIRST PARTY/OWNER either by himself or through his nominee/s shall deposit the maintenance charges as may be determined by the SECOND PARTY/DEVELOPER for the first Twelve months from the

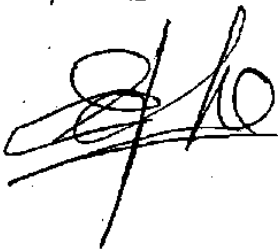
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date of delivery of possession of the FIRST PARTY/OWNER' share. The maintenance charges determined shall take into account the warrantee free service conditions (during defects liability period) and the charges will be arrived at, after excluding the cost built in for services during the defects liability period and in general such charges will be as per Industry standards.

9.2 The FIRST PARTY/OWNER and the SECOND PARTY/DEVELOPER shall from the date of completion of "FIRST PARTY/OWNER' CONSTRUCTED AREA" in all respects, maintain their respective portions, at their own cost in good, tenable and habitable condition with regular maintenance and repairs to the respective portions and shall not do or suffer to be done anything in or to the said premises, and/or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common areas. The FIRST PARTY/OWNER and/or his transferees in regard to the "FIRST PARTY/OWNER' CONSTRUCTED AREA" and the SECOND PARTY/ DEVELOPER or its nominees in respect of SECOND PARTY/ DEVELOPER'S CONSTRUCTED AREA, shall become the members of the Association to be formed by all the OWNERS in the proposed construction for the purpose of attending the maintenance and safety of the building and all matters of common interest and concern and shall observe and perform the terms/conditions/Bye-laws/rules/ Regulations of such Association and shall subscribe to all its charters and shall be bound by the rights and obligations as enshrined in any Act in force from time to time.

9.3 The FIRST PARTY/OWNER and the SECOND PARTY/DEVELOPER or any one claiming through them shall be liable



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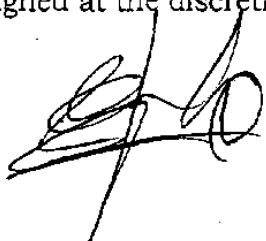
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to bear and pay the proportionate taxes, rates and cess and charges for electricity, other services, maintenance charges and the outgoings payable in respect of their respective constructed area which shall be over and above the maintenance deposit to be paid in terms of the clause supra from the date of delivery of possession or on the expiry of 15 (Fifteen) days from the date of service of a written notice/ telegraphically or by email or by Registered Post (Acknowledgment Due), by the SECOND PARTY/DEVELOPER to the FIRST PARTY/OWNER informing that the "FIRST PARTY/OWNER CONSTRUCTED AREA" is ready for delivery and occupation, whichever is later. That in the event of failure on the part of the FIRST PARTY/OWNER to take possession of the share allotted, the payment of maintenance charges shall commence from the expiry of 15 days from the date of notice duly served by the SECOND PARTY/DEVELOPER. The FIRST PARTY or his nominee/s shall be liable to pay one year deposit towards maintenance at the time of taking possession of his share, which shall be transferred to the corpus fund deducting expenses.

9.4 That after the completion of the construction, the FIRST PARTY/OWNER and the SECOND PARTY/DEVELOPER shall contribute the statutory expenses to be incurred in obtaining the bifurcation and assignment of Sub Khata to the respective units in the ratio allotted to their respective share.

**10. MAINTENANCE CHARGES ETC.**

10.1 The Maintenance of the residential/commercial Complexes will be by the SECOND PARTY/DEVELOPER or their nominee/s and could be assigned at the discretion of the SECOND PARTY/DEVELOPER.



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10.2 The FIRST PARTY/OWNER shall be liable to contribute his share as may be determined after amicable discussions between the FIRST PARTY/OWNER and the SECOND PARTY/DEVELOPER, towards the corpus fund.

**11. OBLIGATION OF THE FIRST PARTY/OWNER:**

11.1 The FIRST PARTY/OWNER shall observe and carry out such acts, deeds and things as may be reasonably required to provide a clear and marketable title in respect of the Schedule Property to enable the SECOND PARTY/DEVELOPER to develop the Schedule Property and in the event of any claims or objections are lodged during the course of construction or any legal action or proceedings are initiated by any person/s claiming in trust for the FIRST PARTY/OWNER relating to the title of the Schedule Property only, the FIRST PARTY/OWNER shall at his cost clear the same within reasonable time.

12. The name of the project shall be decided by the SECOND PARTY/DEVELOPER.

13. The Original documents of title of the Schedule Property have been delivered to the SECOND PARTY/DEVELOPER at the time of execution of this Joint Development Agreement.

13.1 The SECOND PARTY/DEVELOPER has been permitted to raise project loan to the extent of the SECOND PARTY/DEVELOPER'S share only granted under this Joint Development Agreement and may also offer the share of the SECOND PARTY/DEVELOPER as collateral security for the loan and for the said purpose, the SECOND PARTY/DEVELOPER shall be entitled to utilize the original documents

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of title for depositing with any financial institution for the purpose of the loan, without any reference or concurrence of the FIRST PARTY/OWNER and execute Mortgage Deed, Deposit of Title Deed or any other assurance in favour of the financial institution.

13.2 The SECOND PARTY/DEVELOPER shall ensure that the FIRST PARTY/OWNER'S share in the proposed construction including the undivided share of land apportioned, shall not be subject to any charge or mortgage and shall be kept free from any encumbrance and that in the event of any proceedings being initiated by any financial institution resulting in any charge being created in respect of the FIRST PARTY/OWNER'S Share, the SECOND PARTY/DEVELOPER shall indemnify and keep indemnified against any action or proceedings being initiated against the FIRST PARTY/OWNER.

13.3 The SECOND PARTY/DEVELOPER shall be entitled to use the loan at their discretion for the purpose of the project and the loan so raised by the SECOND PARTY/DEVELOPER shall be cleared/discharged without committing default.

13.4 The SECOND PARTY/DEVELOPER shall on discharge of the loan, furnish a no-due certificate from the financial institution.

14. The SECOND PARTY/DEVELOPER covenants that the SECOND PARTY/DEVELOPER shall be responsible and liable under a NO DEFECT LIABILITY for a period of Six (6) months from the date of delivery of possession of the FIRST PARTY/OWNER' constructed area and any defect so notified by the FIRST PARTY/OWNER or his nominee/s, the SECOND PARTY/DEVELOPER shall at its cost set right the defect, except natural wear and tear and excluding areas where

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modification works carried out by the commercial area/Apartment purchaser or their nominee/s or damage done on the existing constructed areas.

**15. INTERPRETATION:**

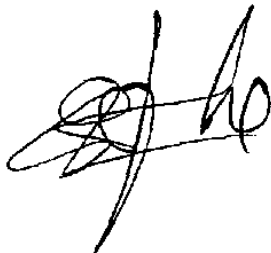
This Joint Development Agreement shall not be construed as a Partnership between the PARTIES herein.

**16. ADDITIONAL WORK:**


The SECOND PARTY/DEVELOPER may at their discretion agree to execute additional items of work (other than those specified in the specifications agreed upon) as required by the FIRST PARTY/OWNER on mutually agreed terms/and/or rates agreed upon which shall be payable to the SECOND PARTY/DEVELOPER before the commencement of the additional works or that the FIRST PARTY/OWNER shall be at liberty to get any additional items of work done by his own agency, only after possession is handed over to the FIRST PARTY/OWNER by the SECOND PARTY/DEVELOPER. The time taken for undertaking such additional work shall be added to the time stipulated for completion of construction of "FIRST PARTY/OWNER" CONSTRUCTED AREA" stipulated above.

**17. ADVERTISEMENT:**

The SECOND PARTY/DEVELOPER shall be entitled to erect boards/hoarding in the Schedule Property, print brochures, advertise for sale and disposal of the built areas of the SECOND PARTY/DEVELOPER'S share in the Schedule Property and to publish in the Newspapers calling for response from prospective purchasers



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and market its share of land and building in the Schedule Property in any manner, the SECOND PARTY/DEVELOPER may deem it fit.

### 18. BREACH AND CONSEQUENCES:

The PARTIES hereto shall mutually co-operate for the implementation of the terms herein recorded. In the event of breach of the terms of this Joint Development Agreement by either PARTY, the aggrieved PARTY shall be entitled to enforce specific performance and also be entitled to recover all the losses and expenses incurred as consequence of such breach from the PARTY committing the breach.

### 19. DEPOSITS :

19.1 The SECOND PARTY/DEVELOPERS has paid the following amounts to the FIRST PARTY/OWNER.

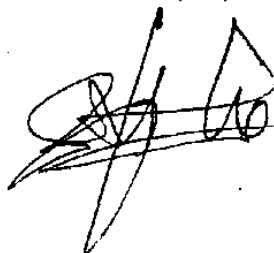
#### 19.2 NON-REFUNDABLE DEPOSIT:

A sum of Rs.10,00,000/- (Ten Lakhs Only) is paid by the Second party to the First party as Non-refundable deposit by way of cash and the First party is hereby acknowledges the receipt of the same before the Wittiness.

#### 19.3 REFUNDABLE DEPOSIT

A sum of Rs.1,00,00,000/- (One crore Only) is paid by the Second party to the First party as interest free refundable deposit in the following manner

- a. A sum of Rs.4,50,000/- by way of Cheque bearing No.009325, dated 05-06-2014,
- b. A sum of Rs.15,00,000/- by way of Cheque bearing No.009318, dated 30-06-2014,
- c. A sum of Rs.10,00,000/- by way of Cheque bearing No.004639, dated 24-04-2014,
- d. A sum of Rs.10,00,000/- by way of Cheque, dated 31-01-2015,



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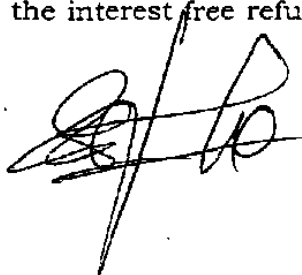
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- e. A sum of Rs.5,00,000/- by way of Cheque bearing No.000110, dated 01-01-2015,  
 f. A sum of Rs.5,00,000/- by way of Cheque bearing No.000112, dated 23-01-2015,  
 g. A sum of Rs.5,00,000/- by way of Cheque bearing No.000113, dated 04-02-2015,  
 h. A sum of Rs.20,00,000/- by way of Cheque bearing No020538, dated 30-03-2015,  
 i. A sum of Rs.15,00,000/- by way of Cheque bearing No.0020536, dated 20-04-2015,  
 All the above cheques are drawn on Axis Bank, benlandur Branch  
 j. A sum of Rs.5,00,000/- by way of Cheque bearing No.424536, dated 01-12-2014, drawn on SBM, Sarjapur Road branch,  
 k. A sum of Rs.5,50,000/- by way cash,

and the First party is hereby acknowledges the receipt of the same before the Wittiness.

19.4 The FIRST PARTY/OWNER covenants to refund the interest free refundable deposit at the time of delivery of vacant possession of the OWNER'S CONSTRUCTED AREA. The refund of the deposit shall be a condition precedent for delivery of the OWNER CONSTRUCTED AREA and if there is any delay, default or breach committed by the OWNER in refunding the deposit, the SECOND PARTY/DEVELOPER shall be entitled to hold the possession of the OWNER'S CONSTRUCTED AREA at the cost and risk of the FIRST PARTY/OWNER until the refundable deposit is paid. However, if the FIRST PARTY/OWNER delays the refund of the deposit beyond 30 (THIRTY) days from the date of written intimation being served upon the FIRST PARTY/OWNER, then the SECOND PARTY/DEVELOPER shall be entitled to claim interest/damages against the FIRST PARTY/OWNER.

19.5 That in the event of the FIRST PARTY/OWNER being unable to refund the interest free refundable deposit within the stipulated period



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in para supra, the SECOND PARTY/DEVELOPER shall be entitled to buyback the stocks of the FIRST PARTY/OWNER at a mutually agreeable price per Square Feet of super built up area with undivided share of land and car parking slot to write off the interest free refundable deposit and the PARTIES shall reconcile the accounts.

**20. JURISDICTION:**

The City Civil Courts at Bangalore shall have jurisdiction.

**21. RIGHTS AND OBLIGATIONS:**

The PARTIES agree that in respect of the built up areas allotted to their respective shares in the Schedule Property, they shall be entitled to own, possess and enjoy the same subject to such rights and restrictions and obligations that are stipulated herein and both the PARTIES agree to stipulate the conditions stated herein in the conveyance/s executed by them in favour of the prospective purchaser/s of such built up areas in the Schedule Property. The rights and obligations shall apply to all the subsequent OWNER/Purchasers who acquire the commercial area/apartment/flat along with the undivided share of land.

**22. RIGHTS:**

a) Full right and liberty for the PARTIES and persons authorized or permitted by the PARTIES (common with all other person/s entitled, permitted or authorized to the like right) at all times by day and night to go, pass and re-pass and to use the common areas inside and outside the building.

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- b) The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.
- c) The right to free uninterrupted passage of running water, gas electricity from and to the building and to the unit allotted, through water courses, sewers, drains, conduits, cables and wires which may be passing through the building or any part thereof. The right of passage for the SECOND PARTY/DEVELOPER of Units and the person/s authorized by them to the common areas of the said building and to the water tanks for cleaning, repairing or maintaining the same at all reasonable times with prior written permissions of SECOND PARTY/DEVELOPER and/or Association.
- d) Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, having due regard to the similar rights of the other FIRST PARTY/OWNER of Units in the Building with prior written permission of SECOND PARTY/DEVELOPER and/or Association.
- e) Subject to payment for common facilities, amenities and services charges, the right to enjoy the common facilities and services, the right to enjoy the common facilities and services provided in the building.
- f) The right to the use of common open area around the building (other than the area specifically allotted to any OWNER/s of Units in the Building for exclusive use) and the entrance area of the building.
- g) Absolute Ownership to the FIRST PARTY/OWNER and possession of the units and car parking slot/s allotted.

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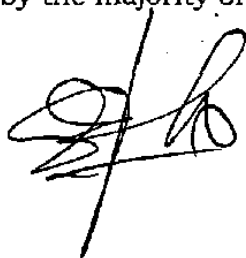
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h) Exclusive right to use of any portion of Terrace areas and/or Garden Areas if allotted.


**23. RESTRICTIONS ON THE RIGHT/S OF THE PARTIES:**

The PARTIES and the future Owner of the Units in the Building in the Schedule Property shall be bound by the following restrictions and covenants in the course of Ownership and enjoyment of such units.

- a) Not to raise any construction in addition to the units allotted.
- b) Not to use or permit the user of the Unit allotted in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the said building.
- c) Not to use the space in the land left open after the construction of the building/s excluding the exclusive right to use allotted to the apartment owner in a manner which might cause hindrance to the free ingress to or egress from any part of the said building.
- d) Not to park any vehicle at any place in the Schedule Property other than in the allotted parking area.
- e) Not to default in the payment of any taxes of levies or expenses to be shared with the other Owner of other commercial area/apartment/flats under the said scheme.
- f) Not to make any arrangement for the maintenance of the exterior of the respective Units or the common amenities therein other than agreed to by the majority of Owner of units thereon.



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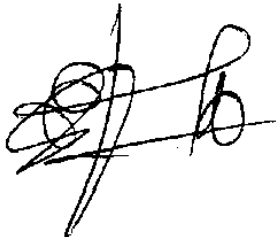
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- g) Not to store in the respective Units any goods which are hazardous, combustible, dangerous or considered objectionable by any authority or which are excessively heavy as to effect or damage the construction or structure of the said building.
- h) Not to carry or case to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.
- i) Not to use or permit the use of common passages, common staircases or common areas for storage, display boards, materials; etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to effect the aesthetics of the said building or any part thereof.
- j) Not to store any materials or construct anything on the terrace and to keep the terrace always clean, open to the sky and un-built upon.
- k) Not to throw or allow or suffer to be thrown dirt, rubbish rags, cigarettes and/or other refuse from the building or on the Schedule Property.
- l) Not to cause any nuisance or health hazard to the other occupants of the building.
- m) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the OWNER of commercial area/Apartment/flats in the building.
- n) Not to use the terrace/open area/garden area/limited common areas specifically allotted to any unit OWNER.



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o) Not to decorate the exterior of the building and/or the unit allotted otherwise than in a manner specified by the majority of the OWNER of the units in the said building.

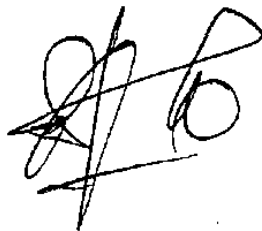
p) Not to seek for partition of common facilities or services or the land covered in the Schedule Property by metes and bounds but always shall enjoy the Schedule Property as co-Owner along with the other apartment Owner thereof.

q) Not to use the apartment allotted for any business or purposes which is prohibited in law or in such a way as to cause nuisance or health, hazard to others.

r) Not to put up advertisement boards, neon sign and other display materials at any place of the building including the lobby, common areas, staircase or on the exterior of the building and compound wall.

**24. EXPENSES TO BE BORNE BY FIRST PARTY/OWNER OF EACH UNIT:**

The PARTIES herein and the future Apartments Owner in the buildings shall bear and pay within seven days of demand the proportionate share of the following common expenses in respect of an unit held by him/her, the proportion being the super built area of such unit to the total super built area of all units in the Schedule Property. The PARTIES and the future commercial area/apartment Owner or their respective nominees shall pay the monthly maintenance fee as may be decided by the MANAGING COMMITTEE of the Condominium and until its formation, the SECOND PARTY/DEVELOPER shall decide the monthly maintenance and the amount that may be in the custody of the SECOND PARTY/ DEVELOPER who shall maintain the same and



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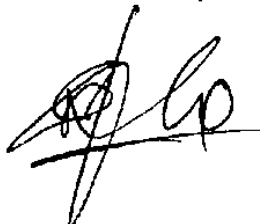
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after the OWNER Condominium is constituted, the balance amount if any in the custody of the SECOND PARTY/DEVELOPER shall be transferred to the Condominium.

- a) Expenses towards formation of Association.
- b) Maintenances and replacement of pump sets, lifts and other machinery, electrical lines common to the building.
- c) Replacement of bulbs in corridors and other common places.
- d) Provisions of watchmen and security 24 hours round the clock service.
- e) Maintenance of common facilities and amenities and gardens.
- f) Insurance of the building.
- g) Any other common service or facility provided by the said service provider.
- h) Common area lighting, yard lighting etc.
- i) House keeping full team of cleaners, maids, plumber, electrical etc.
- j) AMC's if any for lifts, pumps, motors, etc.
- k) The Legal expenses that may be incurred either for initiating any action or for defending any legal proceedings shall be shared by the apartment Owner.

Should any party default in any payment of any due from any common expenses, benefits or amenities, the SECOND PARTY/DEVELOPER or the Service Provider in consultation with the majority of OWNER of the Units shall have the right to remove/with draw such common benefits or amenities including electricity and water



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connection from the defaulting Party's enjoyment which shall be reconnected to the party after such arrears are cleared together with any other charges that may be levied by the Association.

k. Each apartment/flat shall be provided with a separate electricity meter and the apartment/flat owner shall regularly pay the electricity charges without committing any default. The amenity of water from the Board, Bore well Supply and Sanitary shall be common and the charges for the amenity of water from the water supply board and bore well and sanitary shall be included in the common maintenance charges payable by each unit owner to the Association.

**NOTE-1:-** The word "UNIT" shall mean and include apartment/flats and the benefits/areas attached thereto.

**NOTE-2:** The word "CONSTRUCTED AREA" where ever used shall mean the super built up area which includes the share of common areas.

**25. CUSTODY:**

This Agreement is executed in Duplicate. The original shall be with the SECOND PARTY/DEVELOPER and the Duplicate shall be with the FIRST PARTY/OWNER:-

**26. PAYMENT OF STAMP DUTY:**

In the event of there being any incidence of stamp duty payable on this Joint Development Agreement, shall be borne by the SECOND PARTY/DEVELOPER.

**27.** The PARTIES hereto covenant and declare that this Joint Development Agreement shall not be frustrated for want of covenants and shall not be deemed as a waiver. However, either of the PARTIES

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shall do all such lawful acts necessary and execute supplemental agreement for a proper interpretation of the terms of this Joint Development Agreement and for effective implementation.

28. The address of the PARTIES has been recorded in this Joint Development Agreement. All letters addressed to the PARTIES with prefixed stamps, shall be deemed to be duly served, unless the change of address is duly intimated in writing and duly acknowledged.

29. Save and except what are herein before provided the rights and obligations of the parties herein shall be governed by the law in force. Each Party agrees that it will not disclose to any third party or use any Confidential Information of the other Party (the "Disclosing Party"), except as expressly permitted in this Agreement, and that it will take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" means any & all information disclosed to, or obtained through observation, through the data link or other perception, by either Party pertaining to the Disclosing Party which, in the reasonable judgment of an ordinary person, would appear to be of a proprietary nature and, therefore, in his judgment, should not be disclosed to a third party without the Disclosing Party's consent.

30. The PARTIES shall attempt in good faith to resolve any dispute arising out of or relating to this Joint Development Agreement promptly by negotiation between themselves to settle the controversy and with direct responsibility for administering this Agreement. Any party may

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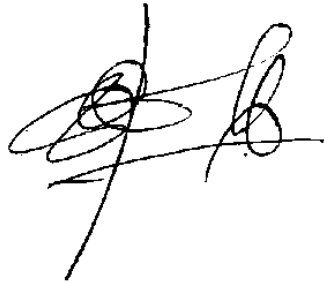
give the other party written notice of any dispute not resolved in the normal course of business within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particulars (a) a statement of each party's position and (b) and representation by any nominated person/ party. Within 30 days after delivery of the notice, the parties of both parties shall meet at a mutually acceptable time and place.

31. Failing the above the dispute regarding interpretation of the clauses of this agreement and also regarding termination/ejectment, all such dispute shall be resolved only by reference to arbitration under Arbitration and Conciliation Act 1996. The cost shall be borne equally. The place of arbitration shall be at Bangalore and shall be in Kannada or English language as mutually agreed.

### SCHEDULE PROPERTY

All that part and parcel of the immovable property bearing Survey Number 76/2, BBMP Khatha No.3802/Sy.No.76/2, converted for commercial purpose situated at Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, measuring 1 Acre 4 Guntas and bounded on:-

East by : Road,  
 West by : Survey Number 74,  
 North by : Road,  
 South by : Survey Number 76/1,



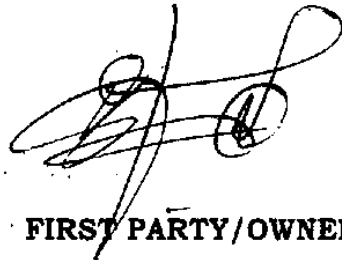

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**IN WITNESS WHEREOF**, the **FIRST PARTY/OWNER** and the **SECOND PARTY/DEVELOPER**, represented by its **Authorized Signatory** have signed and executed this **JOINT DEVELOPMENT AGREEMENT** the day, month and year first above written in the presence of the following Witnesses.

**WITNESSES:**

1. *Navreen Kumar PC*  
*Sethuraj Puram*  
*Bangalore.*

  
**FIRST PARTY/OWNER**

2. *Basavaraja*  
*Basavaraja*  
*NO. 11 BAA* *Complex*  
*Dandya Block 9*

  
**SECOND PARTY/DEVELOPER**  
**REPRESENTED BY ITS**  
**AUTHORISED SIGNATORY**

This is the Annexure.....*1*..... stated in the  
 Affidavit of.....*K.S. Jagadeesh Reddy*.....

NOTARY

*Drafted by Mr.*



**VARNAKARA REDDY.K.B**  
**SVH LAW ASSOCIATES**

**Advocates & legal consultants**  
 No.201, 2<sup>nd</sup> Floor, Brigade Links, 1<sup>st</sup> main.

  
**TRUE COPY**

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**ANNEXURE-R4**

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**BHARAT SANCHAR NIGAM LIMITED**

Office of the Divisional Engineer Telecom  
Survey & Access Networks,  
IV Floor, Sanchar Complex,  
WMS Compound, 9<sup>th</sup> Main,  
47<sup>th</sup> Cross, 5<sup>th</sup> Block, Jayanagar,  
Bangalore-560 041

---

To,

M/s NewArk Projects,  
Rep by Managing Partner  
Mr.K.S.Jagadeesh Reddy,  
Bangalore

No. DE/5AN/BG/S-II/VOL 111/14-15/37 dated  
@ BG-41, THE 18/06/2015

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

1. Survey & Access Division, WMS compound, Bangalore - 41 has "No Objection" for issuing clearance for proposed construction of Residential Building by M/s NewArk Projects, Rep by Managing Partner Mr. K.S. Jagadeesh Reddy, Bangalore, herein after referred to as the applicants at property bearing Khatha No 3802, Sy,No.76/2, Kasavanahalli Village, Varthur Hobli, Bangalore, to a maximum height of 35.20 meters only above ground

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level, so that the top of the proposed structure when erected shall not exceed 943.20meters above Mean Sea Level i.e. 908MSL io meters (Site Elevation) + 35.20 Mts {Height of the structure) composition of the building : Basement + Ground Floor+ 8Upper floors + Terrace floor + Staircase Head room+ Lift Machine Room +Over Head Water Tank + Lightning Arrestor etc., at the above premises with a maximum height of 35.20meters only.

2. This No Objection Certificates is being issued on the express understanding that the site elevation reduced level (height above Mean Sea level) viz. 908 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 BSNL 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

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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. Sr. GM, TP, Bangalore for information pl

Sd/-

Divisional Engineer,  
Telecom Survey and Access Networks, BSNL  
Sanchar Complex, WMS Compound  
5<sup>th</sup> Block Jayanagar, Bangalore-41

//TRUE COPY//

**ANNEXURE-R5**

BANGALORE ELECTRICITY SUPPLY COMPANY  
LIMITED  
(Wholly owned Government of Karnataka  
undertaking)

No.: EE/HSR/ AEE (0)/AE-I/15-16/461  
Office Of

End: Executive Engineer Elec (C, O & M)  
HSR Layout Division, BESCO,  
17<sup>th</sup> cross, 24<sup>th</sup> main, HSR 2nd sector,  
Bengaluru -560102.

Dated: 22<sup>nd</sup> June 2015

To,  
Sri. K.S. Sathish,  
GPA M/s New Ark Projects,  
Rep by Sri. K.S.Jagaeesh Reddy,  
Sy No. 76/2, Kasavanahalli Village,  
Varthur Hobli, Bengaluru

Sir

Sub: - Issue of NOC to the proposed Residential building for arranging power supply to an extent of 250KW (300KVA) in favour of Sri. K.S. Sathish GPA M/s New Ark Projects, Rep by Sri. K.S. Jagaeesh Reddy, Sy. No. 76/2, Kasavanahalli Village, Varthur Hobli, Bengaluru, of S-11 Sub Division.

Ref:- 1) AEE/S11/AET/ 509 dt: 15.06.15 of the Assistant Executive Engineer Ele, S-II Sub-Division, BESCO, Bangalore.  
2) Applicant ltr.Dt: 16.06.15

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With reference to the above, 'No Objection Certificate' is hereby issued for arranging power supply to Residential building to an extent of 250KW (300 KVA) in favour of Sri. K.S. Sathish, GPA M/s New Ark Projects, Rep by Sri. K.S. Jagaeesh Reddy, Sy No. 76/2, Kasavanahalli Village, Varthur Hobli, Bengaluru, of S-II Sub Division, subject to the following conditions:

Proposals :-

Regular Source: -

- a) It is proposed to tap existing F8 feeder of Sobha MUSS and lay 400Sqmm XLPE HT UG Cable from Bellandur flyover to applicant premises to a distance of 2.8 K. mtrs using intermediate OD's

Alternate Source:-

- b) It is proposed to tap existing F6 feeder of RMZ MUSS which is passing opposite to applicant premises and proposed to lay 400Sqmm XLPE HT UG Cable to a distance of 0.100 K.mtrs and connected to proposed 4 way RMU.

Power supply to your proposed Residential apartment having land area of 1 Acres 04 Guntas will be arranged as per the prevailing KERC norms at the time of availing power supply. Processing fee of Rs. 5,000/- paid Vide Rt. No. 621529264555 dt: 16.06.15.

1. BESCO will not be Held responsible for any liability arising from the NOC.
2. If any KPTCL/BESCO lines are passing through the applicant premises these shall be shifted at the applicant cost.
3. If any existing installations shall be surrendered by clearing all arrears before taking up infrastructure work in the premises under self execution.
4. While applying for power supply to the said Residential apartment at the above address all rules as per KERC Electricity supply and distribution code shall be observed.
5. Power supply will be arranged to the various buildings that may come up at the above

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address as per the provisions of regulations of BESCO at that time.

6. The necessary infrastructure for arranging power supply to the said premises shall be developed under self-execution by the applicant.
7. This NOC is issued only for the purpose of obtaining sanction for the Residential Apartment plan from BDA/BBMP/BMIC/Competent authorities and is not a commitment for power sanction from BESCO. Power supply will be sanctioned when applied for, subject to feasibility at that time.
8. The necessary infrastructure for arranging power supply to the said premises shall be developed under self-execution through class-I LEC.
9. For Residential Apartments solar heaters should be provided with a capacity of 100 liters either for individual flat or bulk solar

water heaters to be provided with suitable capacity which may be arrived by calculating 100 liters/flat.

10. As per the above, if there is no sufficient space to provide solar water heaters block of Residential Apartments solar heaters should be provided with a capacity of 100 liters either for individual flat or bulk solar water heaters to be provided with suitable capacity which may be arrived by calculating 100 liters/flat for total no. of flats on the top of the blocks.
11. Validity of this NOC is for 2(Two) years only- from the date of this letter.

Yours faithfully

(A.N. Jayaraj)  
Executive Engineer (Ele)  
C, O&M, HSR Layout Division  
BESCOM, Bangalore.

Copy to:

- 1) The Asst. Executive Engineer, Elec, S-11 Sub-Division, BESCOM; Bangalore for information.

//TRUE COPY//

**ANNEXURE R6****AIRPORTS AUTHORITY OF INDIA**

No. AAI/KIA/ATM/NOC/2071-74

Dated:- 07.07.2015

M/s. NEW ARK Projects Rep by its Partner K.S.J.  
JaSy. No. 76/2, Kasavanahalli Main Road, Near  
Karnataka Bank, Bangalore.**NO Objection Certificate for Height Clearance**

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 S084 (E) dated 14<sup>th</sup> Jan. 2010 for Safe and Regular Aircraft Operations.

**1. References:**

NOCID: BANG/SOUTH/B/061515/135939

Applicant Letter: 15/06/2015

AAI Reference: BL-220/2015

**2. NOC Details for Height Clearance:**

Applicant Name	M/s. NEW ARK Projects Rep
----------------	---------------------------

	by its Partner K.S.J. Jagadeesh Reddy
Type of Structure	Building
Site Address	Khatha No. 3802, Sy No. 76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk.
Site Coordinates	12 54 36.90N -77 40 33.60E
Site Elevation AMSL in Mtrs	908.0 Mtrs Nine Zero Eight Decimal Zero Meters AMSL.
Permissible height above Ground Level in Mtrs	35.2 Mtrs Three Five Decimal Two Meters AGL.
Permissible Top Elevation AMSL in Mtrs	943.2 Mtrs Nine Four Three Decimal rwc Meters AMSL.

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

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- a. The site-elevation and site coordinates provided by the applicant are taken for calculation of the permissible top elevation for the proposed structure. If however, at any stage it is established that the actual data is different from the one, provided by the applicant, this NOC will be invalid.
- b. The issue of the NOC is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and those of any notifications issued there under from time to time including the Aircraft (Demolition of Obstruction caused by buildings and trees etc.) Rules, 1994.
- c. 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 943.2 Mtrs, indicated in para 2.

- d. The use of oil fired or electric fired furnace is mandatory, within 8 KM of the Aerodrome Reference Point.
- e. The certificate is valid for a period of 5 years from the date of its issue. If the building/ structure/Chimney is not constructed & completed within the period, the applicant will be required to obtain a fresh 'NOC from the Designated Officer of Airports Authority of India. The date of completion of Building/ Structure/Chimney should be intimated to this office of AAI. Request for revalidation of NOC will not be entertained after the expiry of its validity period.
- f. 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,

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during or after the construction of the building.

- g. The applicant will not complain/claim compensation against aircraft noise, vibrations, damages etc. cause by aircraft operations at or in the vicinity of the airport.
- h. 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](http://www.dgca.nic.in)
- i. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans as this NOC for height is for the purpose of '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.

- j. This NOC has been issued w.r.t. the Civil Airports as notified in SO 84(E). Applicant needs to seek separate NOC from Defence, if the site lies within jurisdiction of Defence Airport.

This certificate is issued for "HEIGHT CLEARANCE ONLY" with the approval of Competent Authority for Permissible Top Elevation 943.2 Mtrs.

Sd/-

M.MUTHU  
GENERAL MANAGER (ATM)  
Airports Authority Of India

Copy to

1. The Executive Director(ATM), AAI, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003
2. GM (NOC)/Airport Director(Bundle).
3. Guard File

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4. Regional Executive Director (Southern Region), AAI, Chennai Airport, Chennai-600027.
5. Member Secretary, BIAAPA Devanalli /Commissioner BBMP, Bangalore.
6. Director Operations, BIAL.
7. The Director I/C, Govt Flying Training School, Jakkur Aerodrome, Yelahanka post, Bangalore-64.

//TRUE COPY//

**ANNEXURE-2 R7**

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 Bangalore-560 042

01.08.2015

No. GBC (1) 286/2015

To

The Commissioner,  
Bruhath Bangalore Mahanagara Palike,  
N.R. Square,  
Bangalore-560 002.

Sir,

Sub: Issue of No Objection Certificate for the  
construction of High Rise Mixed  
Occupancy Building i.e. 2 Residential  
Blocks i.e. Block-A & B and one  
commercial Block at Khatha No. 3802,  
Sy.No.76/2, Kasavanahalli Village,  
Varthur Hobli, Bangalore East Taluk- reg.

Ref: Letter dated 3-6-2015 of Shri. K.S.  
Jagadeesh Reddy, Managing Partner, M/s.  
NEWARK Projects, Sy. No. 76/2,  
Kasavanahalli Main Road, Near Karnataka  
Bank, Off Sarjapur Road, Bangalore- 560  
035.

With reference to the letter of Shri. K.S. Jagadeesh Reddy, Managing Partner, M/s. NEWARK Projects, cited above, the Regional Fire Officer (Training), R.A. Mundkur Fire & Emergency Services Academy, Bangalore of this department has inspected the site of proposed High Rise Mixed Occupancy Building i.e. 2 Residential Blocks i.e. Block-A & B and one commercial Block - joined together at Khatha No. 3802, Sy. No. 76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk on 13-06-2015 with reference to the drawings, submitted by the applicant and has furnished the details as follows:-

A. Details of the premises.

1	Address of the premises	Khatha No. 3802, Sy. No. 76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk.
2	Number of Buildings	One Building with 2 Residential Blocks i.e. Block-A & B and one

		commercial Block - joined together.
3	Number of floors	
	Residential Block- A & B	Each of common Basement, ground & 8 upper floors.
	Commercial Block	Common Basement, ground & 1st floor
4	Type of Occupancy	Mixed Occupancy (Residential & Mercantile).
5	Floor wise details of the occupancy	
	Residential Block- A, B & Commercial Block	
	Common Basement	For parking 49 Cars & Two wheelers, 1 Pump Room, 1 Electrical Room & 1 D.G. Room.
	Ground floor	For parking 23 Cars & 10 Shops.
	1st floor	9 FLATS & 2

		Commercial Spaces.
	2nd floor to 8th floor	9 flats on each floor x 7 floors = 63 flats.
	Total	72 flats
6.	Height of the Building	
	Residential Block-A & B	Each 26.95 mtrs.
	Commercial Block	6.40 mtrs.
7	Site Area	
8	Built-up area of each floor	3,918.25 Sq. mtrs.
	Residential Block-A, B & Commercial Block	
	Basement	2,603.89 Sq. mtrs.
	Ground floor	1,600.63 Sq. mtrs.
	1st floor	1,370.26 Sq. mtrs.
	2nd floor to 8th floor (1,124.29 Sq. mtrs. on each floor x 7 floors).	7,870.03 Sq. mtrs.
9	Total Built-up area	13,444.81 Sq. mtrs.

10	Surrounding properties	
	East	12.20 mtrs. wide Kasavanahalli Main Road.
	West	Pvt. property G.F +4 upper floors Residential Apartment & Houses.
	North	9.14 mtrs. wide 1st main, Velliyamma layout road.
	South	Pvt. property G.F +4 upper floors Residential Apartment & Houses.
B.	The plan shows the following structural details indicating the fire prevention, fire fighting and evacuation measures. These measures are considered adequate as follows:-	
	Details (1)	Existing (2)
1	Width of the road	The premises is

	to which the building abuts and whether it is hard surfaced to carry the weight of 45,000 kgs.	abutting 12.20 mtrs. wide Kasavanahalli Main Road, located on the eastern side & 9.14 mtrs. wide Road, located on northern side. Both the roads are hardened to carry the weight of 45,000 kgs.
2	Number of entrances and width of each	Proposed to provide 2 entrances, each of 6.00 mtrs. width from 12.20 mtrs. wide Kasavanahalli Main Road, located on the eastern side.
3	Height clearance over the entrance	No arch or any other constructions has been proposed over the entrances.
4	Width of open space (Setbacks)	

Residential Block-A, B & Commercial Block-joined together		
	Front (East)	Minimum 9.01 mtrs.
	Rear (West)	Minimum 9.59 mtrs.
	Side (North)	Minimum 9.71 mtrs.
	Side (South)	Minimum 9.04 mtrs.
5	Arrangement for parking the Cars	Provision has been made to park 49 Cars & two wheelers at common Basement parking area, 23 Cars at ground floor parking area and 17 Cars on the open space available on the eastern, western & southern side. This open space parking shall be after leaving 6.00 mtrs. wide driveway from the Building line.

		Proposed to provide 2 ramps for the Cars & Two wheelers to reach the common Basement parking area.
6	Number of Staircases	
	Residential Block- A & B	4 (2 in each Block)
	Commercial Block	One.
7	Location of the staircases	All the staircases have been designed to about one of its side to the wall and are terminated at ground floor level. 4 separate staircases have been proposed to reach the Basement parking area from the ground floor. Further provision has been made to enclose all

		the staircases at each floor level.
8	Staircase size:	
	Width of staircases	
	Residential Block	Each of 1.20 mtrs
	Commercial Block	1.50 mtrs

		Residential Block	Commercial Block
	Width of Treads	28 Cms.	30 Cms
	Height of Riser	15 Cms	15 Cms
	No. of Risers in a flight	10 risers per flight	10 risers per flight
	Height of Hand Rails	1.00 mtr.	1.00 mtr.
	Head Room Clearance	2.40 mtrs	2.40 mtrs
9	Travel distance from the farthest point and from dead-end of the corridor to the staircase.	Maximum 28.00 mtrs. from the farthest point to staircases at common Basement. Maximum 19.00 mtrs. from the farthest point maximum 6.20 mtrs.	

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		from the dead end of the corridor to the staircases in upper floors.
10	Number of lifts and capacity	4 lifts (2 in each Residential Block), each of 8 passengers capacity.

C	While constructing the building the following fire safety measures should be incorporated:-	
Details (1)	Existing (2)	Recommendation (3)
1	Condition of the open space.	Out of the required and allowed setbacks of minimum 9.00 mtrs. all around the Building, the setbacks to an extent of 6.00 mtrs. from the Building line should

		<p>have a RCC slab of 200 mm thickness to carry the load of 45,000 kgs, being the weight of a fire unit. This driveway all around the building, should always be kept free and clear. It would be advantageous to the builders and the users to elevate this portion by a few inches and even provide for a different colour, so that people are aware that this is the emergency route for fire fighting vehicles, ambulances etc.</p>
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		The total setbacks 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 parking etc.
2	Structural materials	RCC materials and brick walls of not less than two hours fire resistance should be used for the construction of structures. Only fire resistant

		<p>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>
3. Design of the staircases.	Not indicated	<p>All the staircases should be constructed with non-combustible materials and should be completely</p>

		<p>enclosed at each landing to prevent smoke and fire traveling from the lower floors to the upper floors. Enclosures to staircases should be provided with self-closing smoke-stopping swing-door, fitted with door closing devices at the exit to the lobby. These doors should have at least two hours fire resistance capacity. The staircase area should be without glazing or glass brick walls to avoid</p>
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		reflections. Any area of dwelling or storage should not open directly to the staircase.
4 Specification of lift.	Not indicated	The brick walls, enclosing the lift shafts, should be of 90 mm thickness and have a fire resistance of not less than two hours. Shaft should have permanent vent of not less than 0.2 sq.mtrs. clear area, immediately under the machine room. Lift motor rooms should be preferably located at the top of the

		<p>shaft and separated by the enclosing wall of shaft or by the floor of the machine room. Landing doors of lift enclosures should, open into a ventilated lobby having one hour fire resistance. Lift car doors, should be of metal finish, operating automatically and should have fire resistance capacity of one hour. Exit from the lift lobby should be through a self closing smoke stopping door of 15 mm</p>
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		<p>thickness, having one hour fire resistance capacity. This is to prevent smoke and fire traveling from the lower floors to the upper floors. The lift machine rooms should be separate and no other machinery should be installed therein. Each lift should be connected to an alternative source of power (generator). Grounding switches at the ground floor level to enable the Fire &amp; Emergency</p>
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		<p>Services personnel to ground all the lift cars and use them as 'FIRE LIFT' in an emergency should be provided.</p> <p>All the lifts, extended up to the Basement, shall be terminated at the ground floor level or the lift lobby at the basement level shall be enclosed and pressurized with positive pressure.</p>
5. Service ducts/ shafts.	-	<p>Service ducts should be enclosed by walls of 100 mm. thickness to have at least two hours fire</p>

		<p>resistance capacity.</p> <p>A vent, opening at the top of the service shafts, should be provided between one fourth and half of the area of the shafts. The electrical distribution cables and wiring should be laid in a separate duct. All the ducts should be sealed at every alternate floor with non-combustible metal doors having at least two hours fire resistance capacity.</p> <p>Water mains,</p>
--	--	--

		<p>telephone lines, intercom lines or any other service lines should not be laid in the duct, meant for electric cables.</p> <p>The inspection panel doors and any other opening to the shafts should be provided with airtight doors of at least two hours fire resistance capacity.</p>
7. Specification Of Air conditioning	Not indicated	<p>The air-conditioning for Commercial Block shall conform to the following:-</p> <p>a) Escape routes</p>

		<p>like staircases, common corridors, lift lobbies, etc. shall not be used as return air passage.</p> <p>b) The ducting shall be constructed of substantial gauge metal in accordance with good practice. Wherever the ducts pass through fire walls or floors, the opening around the ducts shall be sealed with materials having fire resistance rating of the</p>
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		<p>compartment.</p> <p>c) Where duct crosses a compartment which is fire rated, the ducts shall be fire rated for same fire rating. Further depending on services passing around the duct work, which may get affected in case of fire temperature rising, the ducts shall be insulated.</p> <p>d) As far as possible, metallic ducts shall be used even for the return air instead of space above the false</p>
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		<p>ceiling.</p> <p>e) Where plenum is used for return air passage, ceiling and its fixtures shall be of non-combustible material.</p> <p>f) The materials used for insulating the duct system (inside or outside) shall be of non-combustible materials. Glass wool shall not be wrapped or secured by any material or combustible nature.</p>
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		<p>g) Air ducts serving main floor areas, corridors, etc. shall not pass through the staircase enclosure.</p> <p>h) The air handling units shall be separate for each floor and air ducts for every floor shall be separated and in no way interconnected with the ducting of any other floor.</p> <p>i) If the air-handling unit serves more than one floor, the</p>
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		<p>recommendations given above shall be complied with in addition to the conditions given below:</p> <p>1) proper arrangements by way automatic fire dampers working on smoke detector/ or fusible link for insulating all ducting at every floor from the main riser-shall be made.</p> <p>2) When the automatic fire alarm operates, the respective air handling units of</p>
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		<p>the air-conditioning system shall automatically be switched off.</p> <p>j) The vertical shaft of treated fresh air shall be of masonry construction.</p> <p>k) The air filters of the air-handling units shall be of non-combustible materials.</p> <p>l) The air-handling unit room shall not be used for storage of any combustible materials.</p> <p>m) Inspection</p>
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		<p>panels shall be provided in the main trucking to facilitate the cleaning of ducts of accumulated dust and to obtain access for maintenance of fire dampers.</p> <p>P) No combustible material shall be fixed nearer than 150 mm to any duct unless such duct is properly enclosed- and protected with non-combustible material (glass wool or sunglasses with neoprene</p>
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		<p>facing enclosed and wrapped with aluminum sheeting) at least 3.2 mm thick and which would not readily conduct heat.</p> <p>q) Fire Dampers:</p> <p>n) These shall be located in conditioned air ducts and return air ducts /passages at the following points:</p> <p>i) At the fire separation wall.</p> <p>ii) Where ducts / passages enter the central vertical shaft.</p>
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		<p>iii) Where the ducts pass through floors.</p> <p>iv) At the inlet of supply air duct and the return air duct of each compartment on every floor.</p>
8. Escape route	Not indicated	<p>Direction in which the inmates should have to move in the event of any emergency have to be indicated in the corridor/passage on each floor as a guide during evacuation. These marking should be in luminous paint.</p>
D.	The builder should arrange for the	

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following fire fighting and evacuation measures:-		
Details (1)	Existing (2)	Recommendation (3)
1. Electric power supply.	-	<p>Circuits for water pumps, lifts, staircase lighting in the building should be by separate line and independently connected so that they can be operated by one switch installed the ground floor. Dual, operated switches should be installed in the service room for terminating the standby supply.</p> <p>As proposed one standby generator of 75 KVA capacity</p>

		shall be installed at Basement to supply alternative power for staircase lighting, corridor lighting, fire fighting systems, lifts etc., in the event of failure of electricity supply, in the building.
2. Wet riser-cum-down comer.	Proposed to provide 3 Wet riser-cum-down comer systems (one in each Residential Block & one in Commercial Block).	As proposed 3 Wet Riser-cum-down comer systems (one in each Block & one in commercial Block), near the staircases shall be provided. Each riser should be of 100 mm internal diameter and of G.I.'C class

		<p>pipe. From each riser single hydrant outlets should be provided at each landing. Hose reel, hose of minimum-19 mm size of adequate length to reach the farthest point of each floor should be provided with a shut off branch having a nozzle of 5 mm size. The hose reel hose should be connected at each landing by means of an adaptor. Adequate B.I.S. marked reinforced rubber lined delivery hoses of</p>
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		<p>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. 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, preferably near the entry point to the</p>
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		<p>premises.</p> <p>Each Wet riser-cum-down corner system should be connected to an overhead tank of 10,000 litres capacity and an underground tank of 75,000 litres capacity. One diesel driven pump and one electrically driven pump, each capable of delivering 2280 litres of water per minute at 0.3N/mm<sup>2</sup> pressure and an jockey pump with a capacity of 180 LPM shall be installed</p>
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		near the combined underground tank. The impeller of all the pumps should be made of bronze.
3. Manually operated fire alarm system	Proposed to provide manually operated electrical fire alarm system with call boxes near each staircase landing.	Manually operated electrical fire alarm system should be installed with call boxes located near each staircase landing of the 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

		<p>be connected to an alternative source of power supply (diesel generator).</p> <p>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>
4. Automatic fire detection system	<p>Proposed to provide automatic fire detection system with 10 smoke detector heads at ground floor</p>	<p>As proposed automatic smoke detection system shall be provided with its console at ground floor level.</p>

	<p>and 06 smoke detector heads at 1st floor of commercial Block.</p>	
<p>5. Automatic sprinkler system.</p>	<p>Proposed to provide automatic sprinkler system with 141 sprinkler heads, at Basement parking area, 112 sprinkler heads at ground parking &amp; shopping area &amp; 24 sprinkler heads at 1st floor of</p>	<p>Adequate. Separate water for to use 10% of the sprinkler system for about 30 minutes shall be provided</p>

	commercial Block.	
6. Public address system.	Proposed to provide public address system with two way communicatio n facility.	As proposed a public address system with two way communication facility should be provided at each floor near each staircase landing with its console at the control room, located on the ground floor.
7. Assembly Area	Not marked.	An area at an appropriate place in the allowed/ required setbacks shall be earmarked with a proper board as 'ASSEMBLY AREA' for the occupants to

		assemble after evacuation during practice drill and in an emergency.
8. Portable fire extinguishers	Proposed to provide suitable type of portable fire extinguishers as per the requirements.	<p>a) One ABC Powder extinguisher of 6 kgs. capacity for every 8 Cars at Basement &amp; ground floor parking area and also on the open space parking area under shelter.</p> <p>b) One ABC extinguisher of 2 kgs. capacity should be provided near the entrance to each main switch board room, inside each lift machine</p>

		<p>room and inside each kitchen of Residential Block.</p> <p>c) One ABC Powder extinguisher of 6 kgs. capacity should be provided near the transformer, if installed and near the entrance to the D.G. Room.</p> <p>d) One ABC Powder extinguisher of 6 Kgs. capacity should be kept near each staircase landing on every floor of each Block.</p>
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		<p>e) Scale of suitable extinguishers for shopping area shall be collected before approaching the department for final clearance, after finalizing the utilization of each area.</p> <p>f) 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.</p>
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9 Fire safety plan.		A Fire safety plan for preventing and extinguishing any accidental fire in the building and action to be taken by the occupants in case of such fire should be prepared in advance and got approved by the Director, Karnataka Fire & Emergency Services. The fire safety plan, so approved, should contain the telephone numbers of the nearest Fire Control i.e., 101, 22971500, 22971550 and 22971600. The plan
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		<p>should be distributed to all the occupants and employees in the building and should be displayed on every floor.</p> <p>A Fire Command Station should be established in the lobby of the building on the entrance floor and such command station should be adequately illuminated. The main control of the public address system and fire alarm system should be at the</p>
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		<p>Fire Command Station.</p> <p>A Fire Safety Director should be nominated for the building. He, should conduct fire and evacuation drills periodically. He should nominate a Fire Warden for each floor and ensure that no individual of the building does anything which causes or stimulates an accidental fire and in case of lapses in respect of fire prevention measures, he</p>
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		should take action as deemed fit to ensure the safety from the fire point of view. If the action is beyond his capacity he should inform the Fire & Emergency Services department.
10. Training	Not indicated	40% of the occupant/employees should be got trained in fire prevention & fire fighting at the R.A. Mundkur Fire & Emergency Services Academy. Bannerghatta Road, Bangalore - 560 029 within 6

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		<p>months from the date of occupation of the building. 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</p>
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		date of issue of the clearance certificate.
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E. General:-

- 1) All the fire prevention, fire fighting and evacuation measures suggested / recommended in B, C & D shall be strictly adhered to adopted.
- 2) Hazardous materials such as petroleum products, explosives, chemicals etc. should not be stored on any floor of the building.
- 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 limited quantity required for each kitchen.
- 5) Plan & 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 & Emergency Services department as per Chapter 3.16 (v) of the

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Zoning Regulation 2007 of the Bangalore Development Authority.

- 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 wet riser 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 valid.
- 10) 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, if any.

Subject to the strict adherence to the conditions laid down as above, issue of license for

the construction of High Rise Mixed Occupancy Building i.e. 2 Residential Blocks i.e. Block-A & B and Commercial Block - joined together at Khatha No. 3802, Sy. No. 76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk may please be considered.

Yours faithfully,

Director General of Police  
And Director General  
Karnataka Fire & Emergency Services

Copy to:-

- 1) Shri. K.S. Jagadeesh Reddy, Managing Partner, M/s. NEWARK Projects, Sy.No.76/2, Kasavanahalli Main Road,-Near Karnataka Bank, Off Sarjapur Road, Bangalore-35.
- 2) The Regional Fire Officer (Training), R.A. Mundkur Fire & Emergency-Services Academy, Bangalore.

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## ANNEXURE-R8

### **BBMP/ADDL.DIR/JD NORTH/LP/0173/2015-16**

This Plan Sanction is issued subject to the following conditions

1. Sanction is accorded for the Commercial/Residential Apartment Building at Property No.3802, Sy. No. 76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, Mahadevapura Zone, Bangalore.
  - a) Consist of BF+GF+8 UF (Eight upper floors) only
2. Sanction is accorded for Commercial/Residential use only. The use of the building shall not be deviated to any other use.
3. Basement Floor, Part of Ground Floor and Surface area reserved for car parking shall not be converted for any other purpose.
4. Development charges towards increasing the capacity of water supply, sanitary and power main has to be paid to BWSSB and BESCOM if any.
5. Necessary ducts for running telephone cables, cubicles at ground level for postal services & space for dumping garbage within the premises shall be provided.

6. The applicant shall construct temporary toilets for the use of construction workers and it should be demolished after the construction.
7. The applicant shall INSURE all workmen involved in the construction work against any accident/unfortunate incidents arising during the time of construction.
8. The applicant shall not stock any building materials/debris on footpath or on roads or on drains. The debris shall be removed and transported to nearby dumping yard.
9. The applicant/builder is prohibited from, selling the setback area/open spaces and common facility areas, which shall be accessible to all the tenants and occupants.
10. The applicant shall provide a space for locating the distribution transformers & associated equipment as per K.E.R.C. (Ec&D) code leaving 3.00 mts. From the building within the premises.
11. The applicant shall provide a separate room preferably 4.50 x 3.65 m in the basement for installation of telecom equipment and also to make provisions for telecom services as per By-law No.25.
12. The applicant shall maintain during construction such barricading as considered necessary to prevent dust, debris &

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other materials endangering the safety of people/structures etc. in & around the site.

13. The applicant shall plant at least two trees in the premises.
14. Permission shall be obtained from forest department for cutting trees before the commencement of the work.
15. License and approved plans shall be posted in a conspicuous place of the licensed premises. The building license and the copies of sanctioned plans with specifications shall be mounted on a frame and displayed and they shall be made available during inspections.
16. If any owner/builder contravenes the provisions of Building Bye-laws and rules in force, the Architect/Engineer/Supervisor will be informed by the Authority in the first instance, warned in the second instance and cancel the registration if the same is repeated for the third time.
17. Technical personnel, applicant or owner as the case may be shall strictly adhere to the duties and responsibilities specified in Schedule – IV (Bye-law No. 3.6) under sub section IV-8 (e) to (k).
18. The building shall be constructed under the supervision of a registered structural engineer.

19. On completion of foundation or footings before erection of walls on the foundation and in the case of columnar structure before erecting the columns "COMMENCEMENT CERTIFICATE" shall be obtained.
20. Construction or reconstruction of the building should be completed before the expiry of five years from the date of issue of license & within one month after its completion shall apply for permission to occupy the building.
21. The building should not be occupied without obtaining "OCCUPANCY CERTIFICATE" from the competent authority.
22. Drinking water supplied by BWSSB should not be used for the construction activity of the building.
23. The applicant shall ensure that the Rain Water Harvesting Structures are provided & maintained in good repair for storage of water for non potable purposes or recharge of ground water at all times having a minimum total capacity mentioned in the Bye-law 32(a).
24. The building shall be designed and constructed adopting the norms prescribed in National Building Code and the "Criteria for earthquake resistant design of structures" bearing No. IS 1893-2002 published by the Bureau of Indian Standards making the building resistant to earthquake.

25. The applicant should provide solar water heaters as per table 17 of Bye-law No. 29 for the building.
26. Facilities for physically handicapped persons prescribed in schedule XI (Bye laws -31) of Building bye-laws 2003 shall be ensured.
27. The applicant shall provide at least one common toilet in the ground floor for the use of the visitors/servants/drivers and security men and also entrance shall be approached through a ramp for the Physically Handicapped persons together with the stepped entry.
28. The Occupancy Certificate will be considered only after ensuring that the provisions of conditions vide Sl. No. 23, 24, 25 & 26 are provided in the building.
29. The applicant shall ensure that no inconvenience is caused to the neighbours in the vicinity of construction and that the construction activities shall stop before 10.00 PM and shall not resume the work earlier than 7.00 AM to avoid hindrance during late hours and early morning hours.
30. Garbage originating from Apartments/Commercial buildings shall be segregated into organic and inorganic waste and should be processed in the Recycling processing unit 100 k.g capacity installed at site for its re-use/disposal (Applicable for

Residential units of 50 and above and 5000 Sqm and above built up area for Commercial building).

31. The structures with basement/s shall be designed for structural stability and safety to ensure for soil stabilization during the course of excavation for basement/s with safe design for retaining walls and super structure for the safety of the structure as well as neighbouring property, public roads and footpaths, and besides ensuring safety of workman and general public by erecting safe barricades.
32. Sufficient two wheeler parking shall be provided as per requirement.
33. Traffic Management Plan shall be obtained from Traffic Management Consultant for all high rise structures which shall be got approved from the Competent Authority if necessary.
34. The Owner/Association of highrise building shall obtain clearance certificate from Fire Force Department every Two years with due inspection by the department regarding working condition of Fire Safety Measures installed. The certificate should be produced to the Corporation and shall get the renewal of the permission issued once in Two years.
35. The Owner/Association of highrise building shall get the building inspected by empanelled agencies of the Fire Force

- Department to ensure that the equipments installed are in good and workable condition, and an affidavit to that effect shall be submitted to the Corporation and Fire Force Department every year.
36. The Owner/Association of highrise building shall obtain clearance certificate from the Electrical Inspectorate every Two years with due inspection by the Department regarding working condition of Electrical installation/Lifts etc., The certificate should be produced to the BBMP and shall get the renewal of the permission issued that once in Two years.
  37. The Owner/Association of the highrise building shall conduct two mock - trials in the building, one before the onset of summer and another during the summer and assure complete safety in respect of fire hazards.
  38. Payment of license fees for sanction of this plan is subject to result of WP.No. 4906/2008 & 2993/2008.
  39. If any owner/builder contravenes the provisions of Building Bye-laws and rules in force, the authority will inform the same to the registered Architect/Engineers/Supervisor in the first instance, warn in the second instance and cancel the registration of the professional if the same is repeated for the third time.

40. The Builder/Contractor/Professional responsible for supervision of work shall not materially and structurally deviate the construction from the sanctioned plan, without previous approval of the authority. They shall explain to the owners about the risk involved in contravention of the provisions of the Act, Rules, bye-laws, Zoning Regulations, Standing Orders and Policy Orders of the BBMP.
41. The Demand for payment of Park and Open Spaces area market value in interim stay as per the order of the Hon'ble High Court Vide WP No 41906/2015 (LB-BMP) dated: 28-09-2015. However, this is subject to condition for remittance of such cost in future, based on the outcome of the final Supreme Court orders.
42. The Area reserved for proposed road widening should be relinquish to BBMP before obtaining Commencement Certificate.
43. In case of any false information, misrepresentation of facts or pending court cases the plan sanction is deemed cancelled.

**Special Condition as per Labour Department of  
Government of Karnataka vide ADDENDUM (Hosadaagi  
Hoodike Letter No. LD/95/LET/2013 dated: 1-4-2013.**

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1. Registration of Applicant/Builder/Owner/Contractor and the construction workers working in the construction site with the "Karnataka Building and Other Construction workers Welfare Board" should be strictly adhered to.
2. The Applicant/Builder/Owner/Contractor should submit the Registration of establishment and list of construction workers engaged at the time of issue of Commencement Certificate. A copy of the same shall also be submitted to the concerned local Engineer in order to inspect the establishment and ensure the registration of establishment and workers working at construction site or work place.
3. The Applicant/Builder/Owner/Contractor shall also inform the changes if any of the list of workers engaged by him.
4. At any point of time No Applicant/Builder/Owner/Contractor shall engage a construction worker in his site or work place who is not registered with the "Karnataka Building and Other Construction workers Welfare Board"

Note:

1. Accommodation shall be provided for setting up of schools for imparting education to the children of construction workers in the labour camps/construction sites.

2. List of children of workers shall be furnished by the builder/contractor to the Labour Department which is mandatory.
3. Employment of child labour in the construction activities strictly prohibited.
4. Obtaining NOC from the Labour Department before commencing the construction work is a must.
5. 66MP will not be responsible for any dispute that may arise in respect of property in question.
6. In case if the documents submitted in respect of property in question is found to be false or fabricated, the plan sanctioned stands cancelled automatically and legal action will be initiated.

#### II. NOC Details

Sl. No.	Name of the Statutory Department	Reference No. & Date	Conditions Imposed
1	Fire Force Department	GBC(1)/286/2015, dated 01-08-2015	All the conditions imposed in the letter issued by the Statutory Body should
2	Airport Authority of India	AAI/KIA/ATM/NOC/2071-74, dated: 07-07-2015	
3	BESCOM	EE/HSR/AEE(O)/AE-1/15-16/461, dated 22-06-2015	
4	BWSSB	BWSB/EIC/CE(M)/ACE(M)-III/DCE(M)-I/TA(M)-	

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		III/4972/2015-16, dated 13-08-2015	be adhered to
7	BSNL	DE/SAN/BG/S-11	

III. The Applicant has paid the fees vide Receipt No. TP/JDTPNRT/01/2015-15/16/Sep/0044 dated: 22-09-2015 for the following:-

1. Licence Fees	:	12,14,903-00
2. Ground Rent	:	6,33,782-00
3. Betterment Charges	:	
a) For Building	:	30,125-00
b) For Site	:	3,10,324-00
4. Security Deposit	:	12,99,048-00
5. Plan copy charges and Compound Wall Charges	:	96,000-00
6. 1% Service Charge on Labour Cess to be paid to BBMP:	:	19,876-00

<b>TOTAL</b>		<u>36,04,058-00</u>
<b>Say Rs.</b>		36,05,000-00

7. Labour Cess : Rs.19,68,000/- Paid vide DD No.000896  
dated: 21-09-2015

Sd/-  
Assistant Director of Town Planning (North)  
Bruhat Bangalore Mahanagara Palike  
Bangalore

//TRUE COPY//

**ANNEXURE-R9**

No: PCB/BMN/20]5/Tech-57/EO/IR/2015-16/9579

Dated: 26.10.2015

Inspection Report of. S. Dinesh. Environmental  
officer, Bengaluru- Bommanahalli

Name and address of the project.	Proposed residential apartment project by M/s. New ARK Projects, at Katha No. 3802, Sy. No. 76/2, Kasavanahalli Village, Varthur Hobli, Bengakuru East Taluk, Bengaluru.
Date of Inspection	26.10.2015
Staff accompanied	D.P. Mahendra-DEO
Person contacted	Mr. Raj Siiekar – Site Incharge
Category	Large-Orange
Project Cost	Rs.20.00 Crores as per affidavit.
Consent fee details	The applicant has paid CFE fee of Rs. 25,000/- which is adequate under ORANGE category for the above said project cost.
EC Status	The project doesn't require EC from

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	SEIAA, Karnataka as the BUA is less than 20,000 sq.m.
Project details	This proposed project is a residential apartment with 72 flats having total BUA of 14344.81 sq.m. The project consists of one Block.  Block A - Basement+ GF + 8 UF + TF.
Building height	The maximum building height is 27.45m
No. of car parking	Car parking for 89 cars is being provided

Area Details:	
Total site area	4451.50 sq. m
Net site area	3918.25 sq.m
Paved/Roads	0912.17 sq.m (23.28%)
Ground Coverage area	1600.63 sq.m (40.85%)
Landscaping area	0836.94 sq.m (21.36 %)
Podium landscape area	0568.54 sq.m (14.51%).

M/s. New ARK Projects, have proposed to construct residential apartment at Katha No. 3802, Sy. No. 76/2, Kasavanahalli Village,

Varthur Hobli, Bengakuru East Taluk, Bangaluru. The proposed project consists of 72 flats having total BUA of 14344.51 sq.m.

Documents submitted:

The project proponent has submitted the following documents along with the application:

- \* Project Report.
- \* Affidavit on project cost.
- \* STP design details.
- \* Land Document - Partition Deed, Joint Development Agreement (between Sri. K.S. Satish & M/s. New ARK Projects represented by Sri. K.S. Jagadeesh Reddy, Managing Partner), General Power of Attorney (between Sri. K.S. Satish & M/s. New ARK Projects represented by Sri. K.S. Jagadeesh Reddy, Managing Partner).
- \* Land Conversion Order dated 29.01.2010.
- \* BBMP khatha certificate dated: 14.05.2015.
- \* Building drawing showing location of STP.
- \* Google map showing the project site.
- \* CDP map showing the project site.
- \* Topo Map.

#### Location Details:

The proposed site is surrounded by road towards North & East, Wama Ibbanee Apartment towards South and Residences towards West. The Project authorities had not taken up any construction activity at the project site.

The nearest water body to the project site is Kaikondrahalli Lake which is at a distance of 320 m towards West direction. The-wikiniapia map and toper map of the project site showing surrounding features is enclosed along with the inspection report.

#### Water Pollution Control details:

The proposed source of water is from BWSSB. The project authorities have not submitted the NOC copy.

The total water requirement is about 49 KLD, out of which 35 KLD is fresh water & 14 KLD is recycled water for flushing purposes. The sewage generation is about 39 KLD. They have proposed to provide STP of capacity 40

KLD designed based on ASP technology. The proposed STP consists of Bar Screen Chamber (0.5 m x 0.5 m x 0.75 m long), Equalization Tank (2.5 m x 2.5 m x 3.5 m SWD), Aeration Tank (3.0 m x 3.5 m x 3.5 m SWD), Hopper Bottom Tank (2.0 m x 2.0 m x 3.2 m SWD), Pre Filtration Tank (3.0 m x 3.0 m x 3.0 m SWD), Pressure Sand Filter & Activated Carbon Filter of 0.8 m Dia x 1.5 m height, Treated water Tank (3.0 m x 3.0 m x 3.5 m SWD), Sludge holding Tank ( 1.0 m x 1.0 m x 1.0 m) & Chlorine, dosing system. The sludge is proposed to be dewatered in the Filter Press (14" x 14). The STP design is satisfactory except the Equalization Tank capacity (24 m) is less to handle peak load. Hence a condition may be imposed in CFE to increase the capacity of Equalization Tank to handle the peak load during peak hours.

As per the proposal, the treated sewage meets the standards stipulated by KSPCB. It is proposed to recycle-the treated sewage for

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flushing (11 KLD), Gardening (8 KLD) & excess to BWSSB tankers (20 KLD).

The land available for gardening (natural earth) is 0836.94 Sq.m (0.0836 Ha) and on podium 668.54 Sq.m. By considering land application rate of 6 - 8 lit/sq. mtr/day (on natural earth) & 4 lit/sq. mtr/day (on podium), about 8 KLD of treated sewage can be use for gardening.

#### Air Pollution Control Details:

It is proposed to install DG Set of capacity of 16 the DG Set is proposed to be provided with chimney of 3.0 m ARL (about 30.-15 m AGL) and acoustic closures, which is acceptable.

#### Solid Waste Details:

The solid waste generated from the proposed project will be in the form of General Garbage & STP Sludge and the details are as follows;

SI No.	Type of Waste	Quantity	Method of Collection	Mode of Disposal
1	STP Sludge	5 Kg/day	Separate Bin	Will be used as manure for earaaing.
2	Solid wastes	108 Kg/clay	Separate Bin	After segregation of solid waste,

a)	Domestic waste - Organic.	64.8 - Kg/day		the organic waste is composted in Organic Waste Converter. The
b)	Domestic waste - Inorganic	43.2 - Kg/day		Inorganic Waste will be handed over to authorized waste recycle.

**Rain water harvesting system:**

The P/P has submitted rain water harvesting proposals. They have proposed to provide rainwater collection tank of capacity 20 m<sup>3</sup> and also recharge pits of 09 Nos of 1.2 m dia at strategic points along the project boundary.

**Recommendation;**

As per existing guidelines, minimum 30 m buffer zone to be maintained from the lake boundary. However in this case, the nearest water body is at a distance of 320 m. The above said project site falls under BBMP limits. The issue of CFE for proposed residential apartment project by M/s. New ARK Projects, at Katha No. 3802, Sy.No.

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76/2, Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru can be considered with a specific condition to increase the volume of equalization tank and along with following conditions.

1. Proper sanitation shall be provided during construction phase for the workers.
2. The STP and OWC shall be provided in open area above ground level as far as possible.
3. Dual plumbing system shall be provided for recycling the treated sewage for toilet flushing.
4. Rain water harvesting system shall include rain water collection tank and reuse for secondary purposes.
5. The applicant shall submit monthly monitoring reports of ambient air and noise during construction phase.
6. Green Building Codes shall be adopted in design and construction.

7. The excess treated sewage shall be discharged to BWSSB UGD after obtaining necessary permission from BWSSB.
8. The applicant shall use treated sewage obtained from neighboring projects or from BWSSB STP for construction purpose.
9. The applicant has to provide the STP & OWC and operate successfully for at least 6 months before it is handed over to association.
10. Entire run off from the project area shall be utilized for artificial recharge of ground water table and treated sewage shall not be used for recharging ground water table.

Sd/-

S. Dinesh  
Regional Officer

//TRUE COPY//

**ANNEXURE-R10**

Karnataka State Pollution Control Board  
"Parisara Bhavana", 1<sup>st</sup> to 5th Floor, # 49, Church Street,  
Bengaluru - 560 001, Karnataka, INDIA

H.D. Reg. No. 1000982 dated 20.10.2015.

New ARK  
No. PCB/220/CNP/15/H-196

**DATE: 08 JUN 2016**

BY REGD. POST WITH ACK. DUE  
(THIS ORDER CONTAINS. 08 PAGES)

To

Mr. K.S. Jagadeesh Reddy - Partner,  
M/s. New ARK Projects, Sy. No. 76/2  
of Kasavanahalli Main Road,  
Near Karnataka Bank,  
Sarjapura Road,  
BENGALURU-560 035.

Sir,

Sub: Consent for establishment to construct  
Residential Apartment with 72 flats  
having built up area 14,344.81 Sqm. at  
Khatha No. 3802. Sy. No. 76/2 of  
Kasavanahalli Village, Varthur Hobli,  
Bengaluru East Taluk, Bengaluru by M/s.  
New ARK Projects.

Ref:

1. Application for consent for establishment received at Regional Office, KSPCB, Bommanahalli on 20.10.2015.
2. Inspection of the proposed project site by Officer of the Regional Office, KSPCB, Bommanahalli on 26.10.2015.
3. Proceedings of the consent committee meeting held on 21.12.2015.
4. Hon'ble NGT Order dated 04.05.2016 in respect of OA 222/2014.

With reference to the above, it is to be informed that this Board hereby accords Consent for Establishment, under the Water (Prevention & Control of Pollution) Act 1974 to construct Residential Apartment with 72 flats having built up area 14,344.81 Sqm. at Khatha No. 3802, Sy. No. 76/2 of Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru by M/s. New.ARK Projects, subject to the following conditions.

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1. This consent for establishment shall be valid for a period of Five years from the date of issue of this order.
2. The applicant shall not take expansion/ diversification without the prior consent of the Board.
3. The applicant shall obtain necessary licence/ clearance from their relevant agencies before taking up construction.
4. The applicant shall obtain Consent for operation (CFO) from the Board before handing over of the apartment complex to residents association.
5. This CFE is issued only from the point of water pollution control only and does not have any relevance over land dispute, any pending cases with any Departments/ Hon'ble Courts.
6. Sewage Treatment Plant (STP) and Solid waste processing facility (for organic) shall be provided and operated satisfactorily by the project proponent himself before it is handed over to Association/Company.

I. Environmental Aspects and Management during the course of construction:

- a) The applicant should cover the project site from all sides by raising sufficiently tall barricades with sheets to ensure that pollutants should not spill to the surroundings.
- b) The applicant shall arrange services like housing facility, water supply, sewage facilities on a temporary basis at construction site and same shall be maintained without any adverse impact on the environment.
- c) The applicant shall control the movement of vehicles carrying construction materials in order to avoid noise pollution in the surrounding.
- d) The project proponent shall strictly adhere to the directions issued in the Judgement given by Hon'ble National Green Tribunal with respect to OA 222 of 2014 dated 04.05.2016.

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- e) The applicant shall strictly maintain 75 Mtrs as green belt / buffer zone from the periphery of any Lake as per NGT order dtd-04.05.2016 in case of OA 222 of 2014. The buffer/Green zone would be treated as no construction zone for all Intent and purpose.
- f) The applicant shall maintain 50m from the edges of the primary Rajakaluves, 35m from the edges in the case of Secondary Rajakaluves & 25m form the edges in the case of tertiary Rajakaluves.
- g) The applicant shall leave clear buffer zone towards any lake and Nala as per NGT Order dated 04.05.2016 in respect of OA 222/2014.
- h) The applicant shall apply and obtain Environmental Clearance (E.C.) from the competent authority if the total built up area exceeds 20,000 Sqm.

I. WATER CONSUMPTION:

1. The water consumption shall not exceed 49 KLD. There shall not be drawal of ground water without the prior permission of CGWA.
2. The applicant shall use only tertiary treated water'(treated sewage) for all non-potable purposes viz., construction of Residential Apartment, gardening, washings etc.

## II. WATER POLLUTION CONTROL;

1. The quantity of sewage shall not exceed 39 KLD and shall be treated in the sewage treatment, plant (STP) of capacity 40 KLD with the treatment scheme as submitted in the STP proposal to meet the standards stipulated below before utilizing for Urban Reuse viz., landscape irrigation, vehicle washing, toilet flushing, use in fire protection and commercial air conditioners. STP shall be constructed on modular basis to cater to phase-wise development;

Applicant shall follow STP construction and operation guidelines published by the Board.

SI. No	Parameter	Parameters Limit.
01.	pH	6.5-9.0
02.	BOD (mg/l)	Not more than 10
03.	COD (mg/l)	Not more than 50
04.	TSS (mg/l)	Not more than 20
05.	NH <sub>4</sub> -N (mg/l)	Not more than 5
06.	N-Total (mg/l)	Not more than 10
07.	Fecal Coliform (MPN/100.ml) . . .	Less than 100

2. Applicant shall add appropriate disinfectant to treated sewage to ensure some residual chlorine preferably in the range of 1 mg/l. to 3 mg/l.
3. If the treatment plant do not achieve the effluent standards stipulated under conditions (1) above or if it is found to be inadequate, then the applicant shall have to modify the units so as to meet the standards with prior consent of the Board.
4. All the treatment units shall be made impervious and there shall not be any discharge of sewage outside the premises.

5. Separate energy meter to STP- shall be provided. Also, flow meters as per Water Cess Act shall be provide and a log book of readings shall be maintained.

6. The applicant should make provisions for dual piping system to use the treated sewage water for toilet flushing, gardening and other purposes.

7. The applicant shall dispose excess treated sewage i.e. left after using for secondary purposes, to authorized BWSSB transporters for discharge into nearby BWSSB STP. The applicant shall maintain log book and vehicle details in this regard.

### III. AIR POLLUTION CONTROL:

1. The applicant during construction shall ensure that the Ambient Air Quality in its premises shall conform to the National Ambient Air Quality Standards specified in Environment (Protection) Rules.

2. The applicant shall provide acoustic, measures to the DG Sets as per SI. No.

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94 in Schedule-I of Environment (Protection) Rules.

3. The applicant shall provide dust suppression systems with water sprinkling system during construction period.

#### IV. NOISE POLLUTION CONTROL:

1. The applicant shall ensure that the ambient noise levels and ambient air quality within its premises during construction and after construction shall not exceed the limits specified in the Environment (Protection) Rules, i.e. 55 dB(A) Leq during day time and 45 dB(A) Leq during night time.
2. The applicant shall maintain the ambient noise standards as prescribed below during construction and after construction.

Category of Area/Zone	Limits in dB(A) Leq.	
	Day Time	Night Time
Industrial Area	75	70
Commercial Area	65	55

Residential Area	55	45
Silence Zone	50	40

V. SOLID WASTE & HAZARDOUS WASTE DISPOSAL:

1. The applicant shall collect, treat and dispose off all solid waste generated during construction i.e. Muck, and Garbage after construction if any in such manner so as not to cause environmental pollution.
2. The applicant shall apply and obtain authorization for management & handling of waste oil under Hazardous & other Waste (Management & Transboundary Movement) Rules, 2016.
3. The applicant shall earmark sufficient place for segregation and processing and convert the bio-degradable solid waste generated from unit into compost within their premises with scientific method.
4. The applicant shall strictly follow the Government Notification No. FEE 17 EPC

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2012 Bangalore dated 11.03.2016 with regard to plastics ban.

5. The applicant shall strictly follow Construction & Demolition Waste Management Rules, 2016.

VI. HEALTH & SAFETY:

1. The applicant shall provide all necessary healthcare facilities to workers and shall carry out routine health survey among workers.
2. The applicant shall provide all safety measures including personal protective equipments to workers during construction.

VI. GENERAL:

1. The applicant shall adhere to the Zonal Regulations norms of competent authority.
2. The applicant shall comply with the provisions of Water (Prevention and Control of Pollution) Cess Act, 1977.

3. The applicant must create structure/facility for rain water harvesting and ground water recharge.
4. The applicant should make provisions for dual piping system to use the treated sewage water for toilet flushing, gardening and other purposes.
5. The applicant shall arrange for alternate power supply in the form of D.G. Set to run and operate the essential units of sewage treatment plant in event of brake down of regular supply from Electricity Board.
6. The applicant shall implement the Environmental Management Plan during construction and after construction as given under EMP report.
7. The applicant shall not change or alter
  - (a) No of flats
  - (b) building plan
  - (c) the quality, quantity or rate of discharge/ emissions and
  - (d) install/replace/alter the water or air pollution control

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measures without the prior approval of the Board.

8. 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 applicant shall immediately take appropriate corrective and preventive actions under intimation.
9. Exact date of commissioning of the sewage treatment plant shall be informed to this Board 45 days in advance so as to make necessary inspection of the plant and the pollution control measures provided by the applicant.
10. The applicant shall appoint a qualified Environmental Engineer/ Scientist for the Management of Environmental aspects and also establish Environmental Cell to oversee the operation of STP.

11. The Board reserves the right to review, impose additional condition or conditions, revoke, change or alter the terms and conditions.
12. This CFE does not give any right to the Party/Project Authority to forego any legal requirement, which is necessary for setting/operation of the project.
13. The application shall adopt Eco-sanitation system in the project.
14. 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 and pay in advance an amount equal to the cost estimated by Competent Agency or Committee.
15. The project authorities shall dispose scientifically Bio-Medical waste and electronic waste to authorized common

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disposal facility and authorized recyclers respectively by entering into agreement as per new Bio Medical Waste Management Rules, 2016 and E-Waste (Management) Rules, 2016.

16. The applicant shall plant specific local species in three rows all-around the boundary of the complex.
17. The CFE is issued without prejudice to the Court case pending in any Hon'ble Court.
18. Traffic congestion nr the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
19. All toilets should have dual plumbing line for using treated waste water.
20. The project proponent should ensure that during the construction phase utmost care is taken that there is no noise

nuisance, no air and water pollution and no disturbance to the nearby inhabitants. In case of violation, the project construction activity may have to be directed to be stopped.

21. The project proponent should cover the project site from all sides by raising sufficiently, tall barricades with sheets to ensure that pollutants do not spill to the surroundings.
22. 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 work force.
23. All the topsoil excavated during construction activities should be stored for use in horticulture/ landscape development within the project site.

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24. Disposal of muck, construction debris during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety & health aspects of people, only in approved sites with the approval of competent authority.
25. Ambient noise levels should conform to the residential standards both during day & night. Incremental pollution loads on the ambient air & noise quality should be closely monitored during construction phase Adequate measures to reduce air & noise pollution during construction keeping in mind CPCB norms on noise limits.
26. The project authority shall incorporate a suitable condition in the Sale Agreement/ Deed to be made with the buyers that the occupier/buyer holds the responsibilities jointly with other users to maintain

common infrastructure facilities created including STP and solid waste management facility.

27. The project authorities shall ensure that no water bodies are polluted due to project activities.
28. The project authorities 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.
29. The existing water body, canals and rajakaluve and other drainage & water bound structures shall be retained unaltered with due buffer zone as applicable & maintained under tree cover.
30. The project authorities shall leave the appropriate buffer from the boundary of lake and on either side of the

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channel/nala and other water [bodies as per the BDA norms/ local planning authority and this shall be free from any permanent structures. The buffer so maintained shall be planted with indigenous tree species and maintain as green belt.

31. The natural sloping pattern of the project site other than the area excavated for the purpose of construction of proposed building shall remain unaltered and the natural hydrology of the area be maintained as it is to ensure natural flow of storm water.
32. Lakes and other water bodies within and/or at the vicinity of the project area shall be protected and conserved.
33. Incremental pollution loads on the ambient air quality, noise and water quality should be periodically monitored after commissioning of the project.

34. A report on the energy conservation measures confirming to energy conservation norms finalized by the Bureau of Energy Efficiency should be prepared incorporating details about building materials & technology, R&U Factors etc and submit to the Board.
35. Concealing factual data or submission of false/fabricated data & will attract action under the provisions of Water Act and Air Act.
36. Failure to comply with any of the conditions mentioned above may result in withdrawal of this consent.

Please note that 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 to the completion of construction work of Residential Apartment. Issue of consent will be considered only after

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completion of Water pollution control measures, solid waste management facilities and installing air pollution control measures.

The receipt of this letter may please be acknowledged.

For and on behalf of  
Karnataka State Pollution Control Board

//TRUE COPY//

**ANNEXURE-R11**

BANGALORE WATER SUPPLY AND SEWERAGE  
BOARD  
2nd Floor, Cauvery Bhavan, K.G. Road, Bangalore-  
560009

No.BVVSSB/EIC/CE(M)/ACE(M)-III/DCE(M)-I/TA(M)-  
III/4972/2015-16

Dated: 13.08.2016

To

M/s. Newark Project,  
Sy No.76/2, Kasavanahalli main road,  
Near Karnataka Bank, Off Sarjapur road,  
Bangalore-560035.

Sir,

Sub: Issue of No Objection Certificate for the  
proposed Commercial/Residential building  
at Khatha No.3802, Sy No.76/2,  
Kasavanahalli village, Varthur Hobli,  
Bangalore East Taluk, Bangalore.

Ref:

- 1) Requisition letter from M/s. Newark Project,  
dt: 2.6.2015.
- 2) No. BWSSB/EECMC-II/AEECMC-II-II/308/  
2015-16 dt: 9.6.2015.
- 3) Proceedings review meeting dt: 25 2015  
(Case No. 8).
- 4) O.N. approved by 'C' dt: 10.7.2015.

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5) File No. 1314

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Please find herein enclosed a copy of plan endorsed for 'No objection Certificate' from BWSSB for providing water supply and underground facilities, subject to the following conditions.

- 1) The water supply to the premises / layouts society will be provided subject to the availability of water prevailing at the time of sanctioning the connection.
- 2) The party has to bear the cost of line estimate for both water supply and U.G.D lines, if there is no network near by the premises. Also, if the existing water supply and UGD lines needs up gradation, the cost towards upgrading the existing system has also to be borne by the developers.
- 3) The party has to pay the necessary prorata and other charges towards the building as specified by the Board prevailing at the time of sanction.

- 4) Rain water should not be let into the Board sewer line, which is against to the BWSSB Act.
- 5) The party should not provide sanitary points in cellar or Basement floor.
- 6) The applicant must create suitable structure facility for rain water harvesting and ground water recharge.
- 7) The quantum of water supply and pressure will not be guaranteed.
- 8) Tertiary treated water available at BWSSB km age treatment plants should be used for construction purpose in order to conserve potable water or otherwise they should make their own arrangements.
- 9) The party has to make arrangement for treatment plant for treating the waste water generated in their premises to achieve the standards as per the Annexures-I, II & III are enclosed herewith.
- 10) The applicant should make provisions for dual piping system to distinguish die use of the

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treated water for flushing gardening and other purposes.

Drinking water pipe colour - Blue

Treated water pipe colour - Light Orange

- 11) The applicant should not allow the untreated sewage out of the premises. The applicant is solely responsible for any environmental pollution.
- 12) If there are no UGD lines in the above area and until Board's sewer lines are provided the developers should treat the sewage and treated effluent should be used for no potable purposes.
- 13) The difference in amount collected towards NOC charges & other charges as applicable, between the proposed area & actual construction area shall be paid at the time of seeking water supply and sanitary connections.
- 14) The applicant, has to bear the share of providing water supply feeder mains, sewer

sub- mains and waste water treatment plant,  
if demanded by the Board.

- 15) The party 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".
- 16) If any BWSSB lines are passing through the premises, the necessary shifting charges has to be borne by the developers. Further, set back has to be provided as directed by Board for safety of the pipelines.
- 17) The party should abide the "Rules and Regulations of BWSSB" from time to time.
- 18) BWSSB reserves the right to sanction or reject the water supply or UGD Connections without assigning any reasons.
- 19) NOC issued will be revoked if any dispute arises at any stage.
- 20) NOC issued should be produced at the time of availing connection along with plan.

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- 21) If the above area falls under Tippagondanahalli catchment area this NOC will automatically be treated as cancelled.
- 22) Buildings or any permanent structure should not be constructed for a minimum distance of width of 5.00 mtrs adjacent to storm water drain, Nala, Raja Kaluve & Valleys.
- 23) The building including basement should be above the High Flood level of adjacent valleys, storm water drain, low lying area.
- 24) Under any circumstances the NOC charges A: BCC charges will not be refunded. Even if NOC cancelled for any reasons. .
- 25) Land acquired or notified for BWSSB infrastructure development or earmarked for BWSSB works should not be encroached or constructed any structures if violated penal action will be initiated.

The proposal consists of BF + GF + 08 Upper Floors for 72 flats with a built up area is 14344.81 Smt.

The developer has been remitted Rs.5,97,241/- towards BCC charges vide receipt No. 32302 dt: 1.8.2015.

The Developer has also paid an amount of Rs. 1,43,450/- towards N.O.C charges vide receipt No.32303 dt: 1.8.2015.

The above NOC file is entered in the Central office register vide No. 1327.

Note: Water supply to your premises cannot be assured.

Yours faithfully

Chief Engineer(M)  
BWSSB

O.C. Approved by CE(M)

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**ANNEXURE R12****TRANSLATED COPY**

BANGALORE MAHANAGARA PALIKE  
Office of the Joint Director (Town Planning-North),  
N.R.Square, Bangalore-560 002

No.BBMP/Addl.Dir/JDNORTH/LP/0173/2015-16

Date: 19-09-2016

**COMMENCEMENT CERTIFICATE**

Sub: Issuance of Commencement Certificate for the Residential and Commercial Complex Building constructing on the property No.3802; Sy.No.76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, Ward No 150, Mahadevapura Zone, Bangalore-reg.

Ref: 1) Sanctioned Plan No BBMP/Addl.Dir/JD  
NORTH/0173/2015-16 dated 13.10.2015  
2) Your Application dated 28-07-2016.

Sanctioned Plan has been issued by this office vide Ref (1) on 13.10.2105 for construction of the Residential and Commercial Complex building having 72 Units comprising of Basement + Ground + 07 Upper Floors on the Property No. 3802, Sy.No.76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, Ward No 150, Mahadevapura Zone, Bangalore. In connection with the request made in Ref (2) for issuance of Commencement Certificate for the said Residential and commercial building, when

the spot of construction of the building was inspected, it has been noticed that the construction of the building has been commenced as per the sanctioned plan and RCC Pillars have been erected.

The Additional Director (Town Planning) accorded approval on 14.09.2016 for the proposal of issuance of Commencement Certificate. Since a sum of Rs.84,000/- has been paid towards the fee for Commencement Certificate for the said building by D.D vide this Office Receipt No.RE-ifms-331-TP/000282 dated 17-09-2016, hence the Commencement Certificate has been issued for the said residential and commercial complex building subject to the following conditions.

**CONDITIONS:**

1. The construction work of the building has to be carried in accordance with the rules as per the sanctioned plan.
2. Building construction has to be undertaken at the construction site of the building without causing any type of inconvenience to the neighbourers and also without causing obstruction to the vehicular traffic and also without causing any accident and the temporary shed and toilets are to be constructed for the workmen.

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3. The validity of the sanctioned plan will be for a period of 5 years from the date of according approval as per Ref (1), and the construction work has to be completed within the said period and to obtain Occupancy Certificate.
4. The facts as mentioned in the Indemnity Bond submitted on 19-09-2016 that you will abide by the final orders of the Hon'ble Supreme Court and High Court in connection with payment of fee towards park and open space are to be adhered to.
5. The conditions stipulated in the No Objection Certificates issued by various Departments are to be complied.
6. The information in respect of the progress of the construction of the building has to be furnished to the concerned Engineering Sub Division from time to time and the same has to be got inspected for having constructing the building as per the sanctioned plan.

Sd/-

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

To,  
Sri.K.S.Jagadishreddy, Partner,  
M/s New A.R.K. Projects, .GPA  
Holder of Sri.K.S.Satish, Kathedar,  
#3802, Sy.No.76/2, Kasavanahalli

Village, Varthur Hobli,  
Bangalore East Taluk, Ward No.150,  
Mahadevapura Zone, Bangalore.

Copy to:

- 1) Joint Director (Town Planning-Squad), Bruhat Bangalore Mahanagara Palike, Bangalore – for information and action.
- 2) Executive Engineer (Mahadevapura Zone)- for information and action.
- 3) Assistant Executive Engineer (Marathahalli Sub Division)- for information and action

Sd/-19/09/16  
Joint Director (Town Planning-North)  
Bruhat Bangalore Mahanagara Palike

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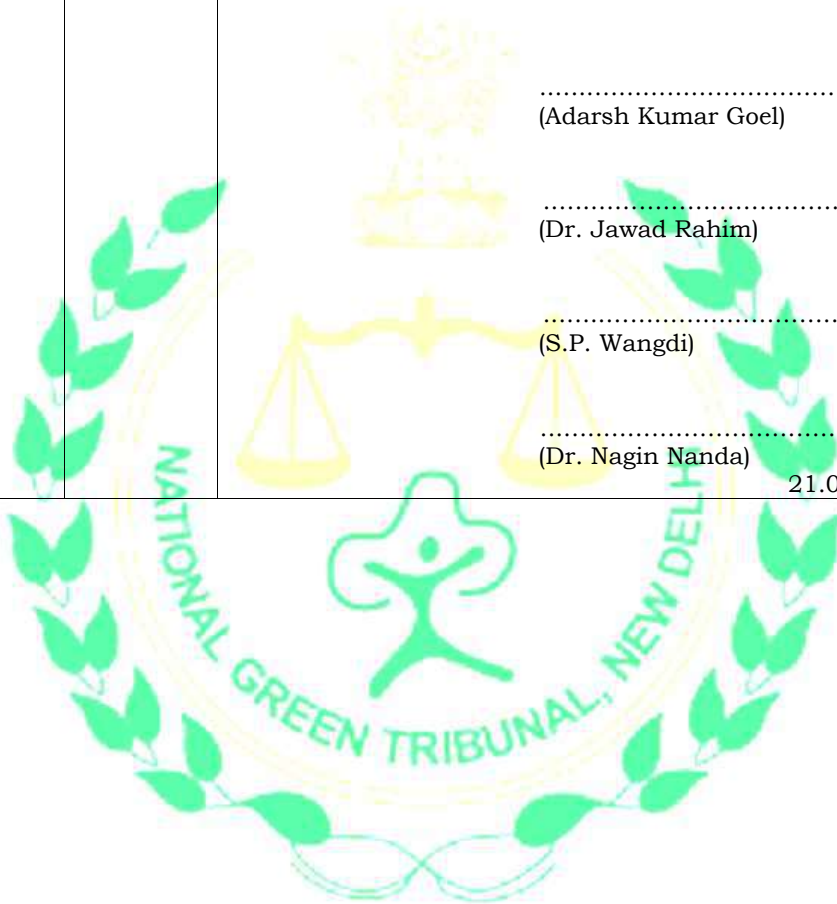
**ANNEXURE-R13****BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI****Original Application No. 595/2018  
(M. A. No. 1285/2018)****IN THE MATTER OF:****Sri. B. Raghupathy Vs. Union of India & Ors.****CORAM : HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON  
HON'BLE DR. JUSTICE JAWAD RAHIM, JUDICIAL MEMBER  
HON'BLE MR. JUSTICE S.P. WANGDI, JUDICIAL MEMBER  
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER****Present: Applicant: Mr. S.S. Behl and Mr. Eeshan Chaturvedi,  
Advs.**

	<b>Date and Remarks</b>	<b>Orders of the Tribunal</b>
	<b>Item No. 02</b>  <b>August 21, 2018</b>  <b>R</b>	<p>1. Grievance in this application is that respondent no. 11 - Sri K.S. Satish and respondent no. 12 - M/s. New Ark Project are proceeding with the project without mandatory requirement of environmental clearance. The project is in violation of buffer zone requirement stipulated in the judgment of this Tribunal dated 04.05.2016 in Original Application No. 222/2014 -<i>Forward Foundation &amp;Ors. vs. State of Karnataka &amp; Ors.</i></p> <p>2. According to the applicant, the project consists of high-rise residential apartments and a commercial complex. The project involves extraction of ground water, generation of waste, generation of effluents, pollution of water streams, adverse population density and increased vehicular emissions. The project is in the catchment area of <i>Bellandur</i> and/or <i>Varthur</i> Lakes. The land in question was agricultural land and there existed 'PhutKharab' land/Public land admeasuring 3.5 guntas (3811.5 Square Feet). The Private Respondent had submitted an application on 16.11.2009 seeking conversion of agriculture land to non-agriculture purposes i.e. HI-TECH. When the said application was pending, the Project</p>

<p><b>Item No.</b> <b>02</b></p> <p><b>August 21,</b> <b>2018</b></p> <p><b>R</b></p>	<p>Proponent without awaiting passing of the order by the Deputy Commissioner, Bangalore District made another application to the Bangalore Development Authority on 24.11.2009 requesting for change of land use of the said land from HI-TECH to Commercial, when the land was still Agricultural. Strangely, both these applications were allowed subject to conditions by different authorities on 29.01.2010 and 28.05.2010 respectively.</p> <p>3. The conversion of land from agricultural to HI-TECH was illegal and contrary to the Revised Master Plan of 2015. The project is at a distance of 320 meters (on the Western side) from the Kaikondarahalli Lake which makes it an extremely eco-fragile land (including the presence of Rajakaluve buffer zone on the project site.</p> <p>4. The secondary <i>nalla</i> flowing adjacent to the Project Site serves as a feeder canal to the lakes in question and the subsistence of the wetlands is thus dependant on such feeder canals. The trifecta of the wetlands and their eco-fragile nature, the water bodies surrounding the project in question, and the secondary nalla, buffer zone of which is within the project site makes it an extremely important site for ecosystem services and any construction thereupon would be detrimental to the environment. The catchment area falling within the project site along with the buffer zone of the secondary nalla makes the present Project site a zone of influence in terms of the eco-system services provided by the wetlands and must be protected at any cost.</p> <p>5. In view of the zoning regulations and the RMP-2015 the maximum utilizable area for residential development was 55% of the total land area. In fact the net plot area</p>
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	<p><b>Item No. 02</b></p> <p><b>August 21, 2018</b></p> <p><b>R</b></p>	<p>(for coverage) was only 3918.24 sq. mtrs and the maximum permissible area for constructions is 55% of the total net area of the plot, and this will work out to 2155.03 sq. mtrs. Therefore, the balance area is mandatorily required to be earmarked for amenities, open spaces, parks etc.</p> <p>6. The maximum permissible construction which ought to include both residential and commercial components had to be a maximum of 8816.04 sq. mtrs. By contrast, the BBMP site plan (13.10.2015) has itself strangely permitted residential FAR area of 8645.23 sq. mtrs (excluding commercial component) and since the balance area is 170.81 sq. mtrs, therefore the commercial component on the above said balance plot area obviously cannot be physically constructed having regard to the constructions of the project proponents.</p> <p>7. We have heard learned counsel for the applicant and considered the averments in the application.</p> <p>8. While on the one hand, it is repeatedly mentioned in the application that the project is being set up without any valid consent, there is also a plea that permission granted is illegal. The applicant has annexed letter dated 08.06.2016 issued by the Karnataka State Pollution Control Board granting consent for establishment to construct residential apartment with 72 flats. No appeal has been preferred against the said order. It is also stated that the project is at advanced stage and the applicant has not even approached the concerned statutory authorities with these objections put forward after more than two years after consent to establish is given.</p> <p>9. In view of above, we do not consider it to be a fit</p>
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<p><b>Item No.</b> <b>02</b></p> <p><b>August 21,</b> <b>2018</b></p> <p><b>R</b></p>	<p>case for being directly taken up by the Tribunal.</p> <p>10. However, we leave it open to the applicant to approach the concerned authority for his grievance in accordance with law. If the applicant approaches the concerned authority, the said authority may pass an order within one month and convey the same to the applicant.</p> <p>The application is disposed of.</p> <p>....., CP (Adarsh Kumar Goel)</p> <p>....., JM (Dr. Jawad Rahim)</p> <p>.....,JM (S.P. Wangdi)</p> <p>.....,EM (Dr. Nagin Nanda)</p> <p>21.08.2018</p>
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**ANNEXURE-R14**

1

**IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION****CIVIL APPEAL NO.10661 OF 2018****B. RAGHUPATHY****Appellant(s)****VERSUS****UNION OF INDIA & ORS.****Respondent(s)****O R D E R**

Learned counsel for the appellant submits that the appellant had specifically urged about violation of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notifications and buffer zone violations, as can be discerned from pages 249-250 of the paper book which is part of the original application. In other words, permission or consent given by the Pollution Control Board, by itself, cannot be the basis for permitting the project to proceed. However, the National Green Tribunal has not addressed this aspect at all.

The appellant is free to bring this aspect to the notice of the National Green Tribunal, if so advised, by filing a review petition.

However, if the review petition is dismissed, it will be open to the appellant to challenge the said order as well as the impugned order before this Court.

In view of the above, the appeal stands disposed of.

.....J.  
(A.M. KHANWILKAR)

.....J.  
(DEEPAK GUPTA)

NEW DELHI  
NOVEMBER 13, 2018

3

ITEM NO.27

COURT NO.12

SECTION XVII

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s).10661/2018

B. RAGHUPATHY

Appellant(s)

VERSUS

UNION OF INDIA &amp; ORS.

Respondent(s)

(WITH IA No.152786/2018-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT and IA No.152783/2018-STAY APPLICATION)

Date : 13-11-2018 This appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE A.M. KHANWILKAR  
HON'BLE MR. JUSTICE DEEPAK GUPTA

For Appellant(s) Ms. Meenakshi Arora, Sr. Adv.  
Mr. Jagjit Singh Chhabra, AOR  
Mr. Saksham Maheshwari, Adv.  
Mr. Eeshan Chaturvedi, Adv.

For Respondent(s) Mr. Anoop Kr. Srivastav, AOR  
Mr. Ravindra Nath Pareek, Adv.  
Mr. Vipin Kumar Saxena, Adv.  
Mr. P.K. Sinha, Adv.  
Mr. Akash V.T., Adv.  
Mr. Vijay Pal Sharma, Adv.  
Mr. Sudhir Kumar, Adv.  
Mr. Aakash VT, Adv.

UPON hearing the counsel the Court made the following  
O R D E R

The appeal is disposed of in terms of the signed order.

Pending applications are disposed of.

(SANJAY KUMAR-I)  
AR-CUM-PS

(KAILASH CHANDER)  
ASSISTANT REGISTRAR

(Signed order is placed on the file)

**ANNEXURE-R15**

Item No. 11

Court No. 1

**BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI**

Review Application No. 52/2018  
IN  
O. A. No. 595/2018 (M.A. No. 1769/2018)

B. Raghupathy

Applicant(s)

Versus

Union of India &amp; Ors.

Respondent(s)

Date of hearing: 14.03.2019

**CORAM:** HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON  
HON'BLE MR. JUSTICE S.P. WANGDI, JUDICIAL MEMBER  
HON'BLE MR. JUSTICE K. RAMAKRISHNAN, JUDICIAL MEMBER  
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER

For Applicant(s): Mr. Eeshan Chaturvedi, Advocate

**ORDER**

1. The issue raised for consideration is the violation of the environment norms by respondent No. 11, K.S. Satish and respondent No. 12, M/s New Ark Project.
2. The application was earlier disposed of leaving applicant to approach the concerned authorities, in view of the fact that the applicant had not filed an appeal against the order of the Karnataka State Pollution Control Board (KSPCB) dated 08.06.2016, granting consent for establishment to the project to construct residential apartments. The applicant had not

approached the concerned Authorities with the objections sought to be raised before this Tribunal.

3. The Hon'ble Supreme Court vide order dated 13.11.2018 in Civil Appeal No. 10661 of 2018, *B. Raghupathy Vs. Union of India & Ors.*, gave liberty to the applicant file a review application with the observation that the allegations of violation of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone can be gone into to consider whether the project can be permitted. We have, thus, taken up the Review Application.
4. We may note that though one of the Members of this Bench (Justice K. Ramakrishnan) was not a Member of the original Bench and Justice Jawad Rahim who was earlier Member is not available, we have taken up the matter in the present Bench.
5. Before considering the issue raised in the Review Application with regard to violation of provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone, we are of the view that it is necessary to obtain an expert report on the subject from a Committee comprising representatives of Ministry of Environment,

Forests and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), Central Ground Water Authority (CGWA), Bruhat Bengaluru Mahanagara Palike (BBMP) and KSPCB. The KSPCB will be the nodal agency for coordination and compliance. Report may be furnished to this Tribunal within two months by e-mail at [ngt.filing@gmail.com](mailto:ngt.filing@gmail.com).

6. The applicant is at liberty to furnish a set of papers to the above authorities.

A copy of this order be also sent to KSPCB by e-mail.

List for further consideration on 10.07.2019.



Adarsh Kumar Goel, CP

S.P. Wangdi, JM

K. Ramakrishnan, JM

Dr. Nagin Nanda, EM

March 14, 2019  
Review Application No. 52/2018  
IN  
O. A. No. 595/2018 (M.A. No. 1769/2018)  
A

**ANNEXURE R16**

Fax: 080-25586321 25581383, 25589112  
 E-mail: [ho@kspcb.gov.in](mailto:ho@kspcb.gov.in) 25588151, 25588270  
 Website : <http://kspcb.gov.in> 25588142, 25586520

Karnataka State Pollution Control Board  
 "Parisara Bhavana", 1<sup>st</sup> to 5<sup>th</sup> Floor, #49, Church Street,  
 Bengaluru-560 001, Karnataka, India  
 No.PCB/CNP/41/GEN-New ARK/NGT/18 6901

Date: 29 MAR 2019

**OFFICE MEMORANDUM**

Sub: Constitution of monitoring Committee to inspect the M/s.  
 New ARK Projects, Khatha No. 3802, Sy. No. 76/2 of  
 Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk,  
 Bengaluru, as per the direction of NGT OA No. 595 of 2018

Ref: 1. NGT order in respect of OA No. 595 of 2018  
 2. KSPCB Office Memorandum No. PCB/CN/41/GEN-New  
 ARK/NGT/18 dated 28.03.2019

<<<>>>

While enclosing Office Memorandum with respect to the NGT OA  
 No. 595 of 2018 it is required to submit the Joint Inspection  
 report with respect to M/s New ARK Projects, Khatha No. 3802  
 Sy. No. 76/2 of Kasavanahalli Village, Varthur Hobli, Bengaluru  
 East Taluk, Bengaluru to NGT before 13.5.2019. In this  
 connection a preliminary meeting is convened on 05.04.2019 at  
 3.00 PM at 3<sup>rd</sup> Floor, Parisara Bhavan, Church Street, Bangalore

before Chairman, KSPCB to discuss the issues before conducting the Joint Inspection.

Sd/-  
MEMBER SECRETARY

To

1. Ministry of Environment Forest & Climate Change,  
South Zone Office, E-3/240, Kendriya Sadan, 4<sup>th</sup> Floor,  
E&F Wings, 17<sup>th</sup> Main Road, 2<sup>nd</sup> Block,  
Koramangala, Bengaluru – 560 034
2. The Regional Director  
CPCB, Nisarga Bhavan,  
Bengaluru
3. The Commissioner  
Bruhat Bangalore Mahanagara Palike,  
(BBMP), Bengaluru
4. The Director  
Central Ground Water Authority,  
27<sup>th</sup> Main, Sector-1, 7<sup>th</sup> Cross Road,  
H.S.R. Layout, BENGALURU-560 102
5. Regional Senior Environmental Officer,  
Karnataka State Pollution Control Board,  
Bengaluru South, Bengaluru.

Copy to:

4. SEO, Infrastructure to Co-ordinate to conduct preliminary meeting at Board Office along with the above organization.
5. RSEO, Bengaluru South to attend the meeting along with relevant information.
6. R.O. Bommanahalli to attend the meeting along with relevant information.

SD/-  
Member Secretary

//TRUE COPY//

**ANNEXURE-R17****STATE POLLUTION CONTROL BOARD**

NISARGA BHAVAN,  
2<sup>ND</sup> FLOOR,  
THIMALAI ROAD,  
7<sup>TH</sup> D MAIN,  
SHIVNAGAR

Phone: (0) 080 -23221552

Website: [www.kspcb.gov.in](http://www.kspcb.gov.in) and E-mail: [bommanhalli@kspcb.gov.in](mailto:bommanhalli@kspcb.gov.in)

No. KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45

Dated 27<sup>th</sup> April 2019

To

Mr. K.S. Jagadeesh Reddy-Partner  
M/s. New ARK Projects  
Sy. no. 76/2 of Kasavanahalli Main Road,  
Near Karnataka Bank, Sarjapura Road,  
Bengaluru-560 035

**SHOW-CAUSE NOTICE**

Sir,

Sub: Non-compliance under the provisions of  
Water (Prevention & Control of Pollution) Act,  
1974 & Air (Prevention & Control of Pollution)  
Act, 1981 by your project at above said  
location.-reg.

Ref: 1) Consent for Establishment (CFE) issued  
by the Board vide no. PCB/220/  
CNP/15/H-196 dated 08.06.2016

2) Hon'ble NGT order OA No. 595 of 2018

3) Joint inspection of your project on  
25.04.2019

With reference to the above subject, it is to inform that, you have obtained Consent for Establishment (CFE) from the Board vide ref (1) to construct residential apartment with 72 flats having BUA 14,344.81 sq.m at above said location. The said CFE is valid upto 07.06.2021. Further, as per Hon'ble NGT order OA No.595 of 2018 vide ref (2), a Committee has been constituted to look into the issue of encroachment of Kharab land and environmental issues in respect of M/s. New ARK Projects.

Later, a joint inspection of your project was conducted by the said Committee Members on 25.04.2019 vide ref (3) and observed that, you have constructed both Residential apartment & Commercial complex in the above said project site in violation to CFE obtained for construction of only residential apartment. Also, you have already given few

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residential flats for occupancy without obtaining prior Consent for Operation (CFO) from the Board. Further, as noticed during inspection, there are 2 number of bore wells within your premises for which you have failed to furnish the copy of permission/sanction obtained from the concerned authority. Also, you are hereby informed to submit point wise compliance to CFE conditions and to submit the copy of permission/ sanction obtained for drawing ground water.

Hence, in view of the above said facts & observations, you are hereby called upon to "SHOW-CAUSE" within 7 days from the date of receipt of this notice as to why the Board shall not;

1. WITHDRAW the Consent for Establishment issued to your project cited at ref (1).
2. Issue directions to BESCO to cutoff power supply and BWSSB to stop water

supply to your project under section 33  
(A) of Water (Prevention and Control of  
Pollution) Act, 1974.

Please note that, action will be initiated without  
further notice, if you fail to submit your reply  
along with compliance report within Three Days  
from the date of receipt of this Notice.

Yours faithfully,

Environmental Office  
Bengaluru-Bommanahalli

//TRUE COPY//

**ANNEXURE R18****BRUHAT BENGALURU MAHANAGARA PALIKE**

Office of the Joint Director of Town Planning (North), N.R.  
Square, Bengaluru-560 002.

No.BBMP/Addl.Dir/JDNORTH/LP/173/2015-16 Date: 30-04-2019

To,

Member Secretary  
Karnataka State Pollution Control Board  
Parisara Bhavan, 1<sup>st</sup> to 5<sup>th</sup> Floor,  
No. 49, Church Street,  
Bangalore – 560 001.

Sir,

Sub: Furnishing the details with respect to M/s New ARK Projects located at Khata No. 3802 Sy. No. 76/2, Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore in connection with the Hon'ble NGT Order OA No. 595-2018-reg.

Ref: 1) Your office letter No. PCB/CNP/42/GEN/18/389 Dated: 10-04-2019  
2) Your office letter No. PCB/CNP/42/GEN/18/443 Dated: 12-04-2019

\*\*\*\*\*

With reference to the above subject and consequent to your letter reference (1) & (2) information as sought is submitted for favour of kind perusal.

Floor wise FAR Statement (Commercial and Residential) as per Sanctioned Plan

Name of Floor	Total Built up area in	Commercial FAR Area in	Residential FAR Area in	Total FAR Area in	No. of Residential

	Sq.mtrs	Sq.mtrs	Sq.mtrs	Sq.mtrs	Units
Terrace Floor	47.87	0.00	0.00	0.00	-
Eight Floor	1091.15	0.00	1077.23	1077.23	9
Seventh Floor	1091.15	0.00	1077.23	1077.23	9
Sixth Floor	1091.15	0.00	1077.23	1077.23	9
Fifth Floor	1091.15	0.00	1077.23	1077.23	9
Fourth Floor	1091.15	0.00	1077.23	1077.23	9
Third Floor	1091.15	0.00	1077.23	1077.23	9
Second Floor	1091.15	0.00	1077.23	1077.23	9
First Floor	1326.65	252.50	1060.23	1312.73	9
Ground Floor	1359.04	220.81	44.37	302.62	-
Basement Floor	2603.89	0.00	0.00	37.44	-
Total	12975.48	473.31	8645.23	9193.42	72

The Copy of sanctioned building plan is enclosed herewith for your kind information.

2. (a) The Plan sanctioning authority after noticing that there are no classified drains as per Revised Master Plan-2015 in and around the property in question within a distance of 50.00 mtrs. Hence no nala buffer was considered at the time of sanction.

(b) As per the DC conversion order it is found that there is no Kharab land in the converted site area. But as per Akhar Bandh document there is a Bandi Dhari Kharab of 3.5 Guntas, which is found to be merged in the existing 12.20 m wide public road adjacent to this property. The site area Considered for plan sanction is exclusive of this 3.50 Guntas Kharab.

(c) Apart from this an area of 219.41 Sq.mtrs is left out of site area for road widening portion of proposed 18.00 mtr

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wide road as per RMP-2015 which has been already relinquishment deed dated 19-09-2016.

3. The Total built up area and FAR area shown in the building plan sanctioned is as per the zoning regulations of Revised Master Plan – 2015 and Building bye laws – 2003.

Yours faithfully,

Sd/-

Joint Director Town Planning (North)  
BRUHAT Bengaluru MAHANAGARA PALIKE

Enclose: 1) Sanction Plan Copy.  
2) DC Conversion Order.

//TRUE COPY//

**ANNEXURE-R19**

Date: 03.05.2019

To

Environmental Officer,  
Bommanahalli, Bengaluru,  
Karnataka State Pollution Control Board  
Nisarga Bhavan, 2<sup>nd</sup> Floor,  
Thimmaiah Road, 7<sup>th</sup> D Main, Shivanagar  
Opp. Pushpanjali Theatre, Bengaluru – 560010

Sir,

SUB: REPLY TO YOUR SHOW CAUSE NOTICE DATED:  
27.04.2019, BEARING NO: - KSPCB/RO-BOM/EO/DEO/AEO-  
2/2019-20/45.

1. I, Mr. K.S. Jagadeesh Reddy, partner of M/s New Ark Projects do hereby file my reply along with documents to show-cause notice issued by you, dated: 27.04.2019, bearing No:- **KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45**. The said show cause notice was received by my office staff on 30.05.2019.
2. I would like to bring it to your notice that, on perusal of the show reuse notice issued by you it is forthcoming that, I was called upon to show cause within 7days from the date of receipt of notice as to why the Board shall not:-
  - 1) Withdraw the Consent for Establishment issued to my project

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- II) Issue directions to BESCOM and BWSSB to cut off power supply and water supply to my project.

Although the First page in your notice stipulates a period of 7days for issuing the reply to the aforesaid show cause notice, but the second page of the notice issued by you stipulates that the action will be initiated within 3 days without any further notice if I fail to submit reply along with compliance report. I state that, the contradictory time frame set out by you to furnish my reply and the actions that are sought to be enforced as against my Project, immediately after unreasonable duration of 3 days, creates reasonable suspicion as to the intention/object for which the said show cause-notice is issued. However in abundant caution, and to restrain the Board from taking any malafide action, which is detrimental to the interest of my project, I am issuing this reply within 3 days from the date of receipt of show-cause notice.

3. I state that, I in the capacity of Managing partner of M/s New Ark Projects had entered into joint development agreement with Sri. K.S Satish for putting up construction in Property bearing Sy No. 76/2, bearing Khat No: - 3802, situated at Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, herein after referred to as Schedule Property. The joint development agreement dated:

26.03.2015 registered in the office of Sub-registrar, Ulsoor is produced herewith as **Document No.1.**

4. I state that, the Schedule property was converted from agricultural to High-tech purpose vide order dated: 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 passed by Spl. Deputy Commissioner, Bengaluru. The Conversion order passed by the Spl. Deputy Commissioner, Bengaluru is produced herewith as **Document No.2.** I further state the usage of land in schedule property was further changed from High. tech purpose to commercial purpose vide order dated: 28.05.2010 passed by Commissioner, Bangalore Development Authority. The order dated: 28.05.2010 is produced herewith as **Document No.3.** I state that pursuant to order of conversion issued by Deputy Commissioner Bengaluru, the B.B.M.P has issued Khata in the name of Sri. K.S Satish. The Khata Certificate and Khata Extract issued by B.B.M.P are produced herewith as **Document No. 4 and 5.**

5. I state that pursuant to joint development agreement, I have obtained plan sanction and commencement certificate from B.B.M.P, the copy of the same is produced herewith as **Document No. 6 and 7.** It is relevant to point out that, the sanction plan issued by B.B.M.P is for putting up construction of

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both residential units and commercial units. The B.B.M.P in the sanction plan has accorded permission to put construction of 473.31 square meter of commercial area in the Ground Floor and the First Floor.

6. I submit that after obtaining the sanctioned plan from B.B.M.P, I have obtained Consent for Establishment from your institution vide order dated: 08.06.2016. I further submit that before obtaining the aforesaid order, I had furnished various documents to your authority along with the plan sanctioned by B.B.M.P, which itself demonstrates the fact that the proposed project consist of both residential and commercial units. I state that after Inspection and after going through the sanctioned plan issued by B.B.M.P. you have issued permission to "New Ark Project." The Copy of the Inspection Report and consent granted by your Board/Institution is produced herewith as **Document No. 8 and 9.**

7. I state that, in view of the fact that your Institution had granted consent to put up construction in Schedule property after Inspection and after going through the sanctioned plan, and the said consent is valid up to 07.06.2021. I state that, it is forthcoming from the Inspection report issued by you dated: 26.10.2015, that the total project consist of total built up area of

14,344.81 square meter and the said built up area consist of both commercial and residential. In view of the fact that permission is accorded by the Board for total built up area of 14,344.81 square meter and the said built up area consist of both commercial and residential, no separate permission is required to be obtained from Board.

8. I state that, I have also obtained No Objection certificate from various authorities, before commencing construction in the Schedule premises, they are as Follows:-

- i) N.O.C. issued by BSNL dated 18.06.2015
- ii) N.O.C. issued by BESCOM dated 22.06.2015
- iii) N.O.C. issued by BWSSB dated: 10.07.2015
- iv) N.O.C. issued by Fire Services Department dated: 01.08.2015
- v) N.O.C. issued by Airport Authority of India dated: 07.07.2015

The N.O.C issued by the aforesaid authorities is produced herewith as **Document No. 10 to 14.**

9. I further state that, I am not aware of any joint inspection conducted by your authorities on 25.04.2019 of my project. Although, the show cause notice dated: 27.04.2019, refers to a

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joint inspection of my project on 25.04.2019, I or Mr. K.S Satish has not received any notice of Inspection nor I am aware of any Inspection conducted by you or any other officers in the Schedule premises.

10. I state that I am not aware about constitution of any Committee by your Institution/Board and I would request you to kindly furnish the details of Inspection conducted and also the details of the Committee that is constituted and perhaps the reason for constituting the Committee.

11. I am shocked and surprised to notice that the recitals of the show cause notice, refers to encroachment of Kharab land, the same is hereby denied as false and Kharab land in construction of schedule premises. I further state that, I have duly complied with all the conditions stipulated by the Board in C.F.E and it is also learnt that, the C.F.E is granted by the Board only from the point of Water Pollution and does not have any relevance over land dispute or any other issues pertaining to land dispute as per condition No.5 of C.F.E.

12. I state that, before entering into the joint development agreement with the land lord for putting up construction in Schedule premises, there existed bore well in the Schedule premises. Hence, seeking permission for the same does not arise

for consideration. The borewells were installed for the purpose of irrigation in the schedule premises even before entering into joint Development Agreement.

13. I state that, one Mr. Raghupathy, at the behest of interest of certain person detrimental to the interest of land lord, in order to extract money by raising certain unwanted litigation has filed a false case, by suppressing various facts before the National Green Tribunal. It is relevant to submit that, the said Raghupathy is agent engaged by certain person whose interest is adverse/inimical to the land lord and the said person is engaged in order to -coerce me and the landlord to pay some illegal gratification to persons who have engaged Mr. Raghupathy.

14. I state that, the construction put up by me in the Schedule premises is in the accordance with the sanctioned plan and in accordance with the conditions envisaged in the Consent for Establishment issued by the Board. However as sought by you in the show cause notice, I am hereby issuing point wise compliance of C.F.E conditions:-

- I) I state that as per condition No.1, the CFE issued by the Board is for a period of five years and the said is valid upto 08.06.2021.

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- II) I state that as per condition No.2, I have not taken any expansions/diversification without the prior consent of the Board.
- III) I state that as per condition No.3, I have obtained necessary license/clearance from competent authorities before putting up construction and the copies of the same are produced along with this reply.
- IV) I state as per condition No.4, I shall obtain consent for operation from the Board before handing over the apartment complex to residents association. I would hereby bring it to your notice, as a matter of fact, the Resident association is not yet formed. Therefore at this juncture handing over of apartment complex to Residential Association or obtaining C.F.O from the Board does not arise for consideration.
- V) I state that as per condition No.5 and 6, I have installed requisite S.T.P units in the Apartment complex and other necessary measures as per the C.F.E issued by the Board.

Wherefore, I hereby request you to consider the reply along with all the necessary documents submitted herewith and withdraw

the show-cause notice dated 27.04.2019 and not to proceed with any action as against my project in pursuance of the show cause notice.

Sd/-  
For NEWARK PROJECTS  
AUTHORISED SIGNATORY

Your's Faithfully

Copy to  
Chairman,  
Karnataka State Pollution Control Board,  
"Parisara Bhavana, 1<sup>st</sup> to 5<sup>th</sup> Floor,  
No.49, Church Street, Bengaluru – 560001

//TRUE COPY//

**ANNEXURE-2**

EP/12.8/New-Ark-NGT

Dated: 09/05/2019

To,

The Member Secretary  
Karnataka State Pollution Control Board  
Parisara bhawan, 4<sup>th</sup> & 5<sup>th</sup> Floor  
No.49, Church Road  
Bengaluru 560001  
Karnataka

Sub: Constitution of monitoring committee as per the NGT  
Direction to inspect the M/s New Ark Projects at  
Kasavanahalli Village, Varthur Hobli, Bengaluru – Built-up  
area-reg.

Ref: (1) NGT direction vide OA No. 595 of 2018  
(2) Site inspection by the monitoring committee on  
25.04.2019  
(3) BBMP's Letter No. BBMP/Addl.Dir/JDNORTH/  
LP/173/2015-16 dated 30.04.2019

Sir,

This is in response to the subject and letters referred above  
requesting this office elucidate if the project in question requires  
environmental clearance. In this regard, it is to inform you that as  
per the EIA Notification (2006) (and its subsequent amendments),

the threshold built-up area limit for building construction projects that require prior environmental clearance is  $\geq 20.000$  Sq.m.

It is noted from the communication from the BBMP (cited above) that the project has a built-up area of 12.975.48 Sq.m. Hence, it does not attract the provisions of the EIA Notification (2006) and does not receive environmental clearance for its construction.

Yours faithfully  
Sd/-  
(Dr. U.Sridharan)  
Scientist 'G'

//TRUER COPY//

**ANNEXURE-R21**

IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
(ORIGINAL JURISDICTION)

WRIT PETITION No: - 21491 /2019

**BETWEEN:**

**M/s. NEW ARK PROJECT**

**PETITIONER**

**AND**

**ENVIRONMENTAL OFFICER AND ANOTHER**

**RESPONDENTS**

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1.	Dates, Events and Synopsis.		01 - 06
2.	Memorandum of writ petition under article 226 and 227 of the Constitution Of India.		07 - 21
3.	Verifying Affidavit.		22 - 22
4.	Show cause notice bearing No: - KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45, dated:- 27/04/2019 issued by Respondent No.1 to the Petitioner. (Impugned Notice under challenge in this petition).	A	23 - 24
5.	Copy of the registered Joint Development agreement dated 26/03/2015, bearing Document No: - HLS-1-05909-2014-15.	B	25 - 64
6.	Copy of the order passed by Special Deputy Commissioner, Bengaluru dated 29/01/2010, bearing No: - ALN (EVH) SR	C	65 - 67

	162/2009-10.		
7.	Copy of the order passed by Commissioner, Bangalore Development Authority dated:-28/05/2010, bearing No: - BDA/NAYOSA/CLU: 135/09-10/699/2010-11.	D	68-69
8.	Copy of the Khata Certificate issued by Bruhat Bengaluru Mahanagara Pailke, dated: - 30.04.2014 in favour of Sri. K.S Satish.	E	70-70
9.	Copy of the Khata Extract issued by Bruhat Bengaluru Mahanagara Pailke, dated: - 30.04.2014 in favour of Sri. K.S Satish.	F	71-71
10.	Copy of Sanction Plan issued by Bruhat Bengaluru Mahanagara Pailke, dated: 13.10.2015, bearing No: - BBMP/Addl.Dir/JDNORTH/ 0173/2015-16.	G	72-72
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12.	Copy of No Objection Certificate issued by BSNL dated: - 18.06.2015, bearing No:- DE/SAN/BG/S-11/VOLIII/14-	J	75-75

	14/37.		
13.	Copy of No Objection Certificate issued by BESCO dated: - 22.06.2015, bearing No:- EE/HSR/AEE (0)/AE-1/15-16/461.	K	76-77
14.	Copy of No Objection Certificate issued by BWSSB dated: - 13.08.2015, bearing No:- BWSSB/EIC/CE(M)/ACE(M)-III/DCE(M)-I/TA(M)-III/4972/2015-16.	L	78-79
15.	Copy of No Objection Certificate issued by Fire Services Department dated: - 01.08.2015, bearing No:- GBC(1) 286/2015.	M	80-94
16.	Copy of No Objection Certificate issued by Airport Authority of India dated: - 07.07.2015, bearing No: - AAI/KIA/ATM/NOC/2071-74.	N	95-96
17.	Copy of the Inspection report furnished by Respondent No.1 dated:- 26.10.2015, bearing No:- PCB/BMN/2015/Tech-57/EO/IR/2015-16/9579.	P	97-99
18.	Copy of Consent for establishment granted by Respondent No.2 dated: - 08.06.2016, bearing No:- PCB/220/CNP/15/H-196.	Q	100 - 107
19.	Copy of the Order dated:-21.08.2018 Passed by Hon'ble N.G.T in O.A No: - 595/2018.	R	108 - 111

20.	Copy of the Order dated:-13.11.2018 Passed by the Hon'ble Supreme Court of India in Civil Appeal No: 10661/2018.	S	112 - 114
21.	Copy of the Order dated:-14/03/2019 Passed by Hon'ble National Green Tribunal, Delhi in Review Application No. 52/2018 in O.A No:- 595/2018.	T	115 - 117
22.	Reply issued by Petitioner, dated: 03.05.2019 to Respondent No.1 to show cause Notice: - dated 27/04/2019 issued by Respondent No.1 to the Petitioner.	V	118 - 126
23.	Reply issued by Petitioner, dated: 03.05.2019 to Respondent No.2 to show cause Notice: - dated 27/04/2019 issued by Respondent No.1 to the Petitioner.	W	127 - 135
24.	Copy of Inspection Policy and Guidelines bearing No: - PCB/782/COC/2016/7158 dated: - 31.03.2016 issued by Respondent No.2.	X	136 - 144
25.	Vakalathnama		145 - 145

PLACE: BANGALORE  
DATE: 10.05.2019

  
ADVOCATE FOR PETITIONER  
(AKASH. V. T)

1

IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
(ORIGINAL JURISDICTION)

WRIT PETITION No: - 21497/2019

BETWEEN:

M/s. NEW ARK PROJECT

AND

Environmental Officer and another



PETITIONER

RESPONDENTS

DATES AND EVENTS

SL.NO.	DATE OF EVENT	DESCRIPTION
1.	29.01.2010	The Schedule Property was converted from agricultural to Hi-tech Purpose vide order passed by Special Deputy Commissioner, Bengaluru, bearing No: - ALN (EVH) SR 162/2009-10.
2.	28.05.2010	The usage of land in schedule property was changed from High-Tech purpose to Commercial purpose vide order passed by Commissioner, Bangalore Development Authority, bearing No: - BDA/GC-801/3333/2009-10.
3.	26.03.2015	The petitioner entered in to Joint Development agreement with one Mr K.S Satish for putting up construction in Schedule Property.
4.	18.06.2015	Petitioner obtained No Objection Certificate from BSNL for putting up construction in Schedule Property.
5.	22.06.2015	Petitioner obtained No Objection Certificate from BESCOM for putting up construction in Schedule Property.
6.	07.07.2015	Petitioner obtained No Objection Certificate

*[Handwritten signature]*

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		from Airport Authority of India for putting up construction in Schedule Property
7.	01.08.2015	Petitioner obtained No Objection Certificate from Fire Services Department for putting up construction in Schedule Property.
8.	13.08.2015	Petitioner obtained No Objection Certificate from BWSSB for putting up construction in Schedule Property.
9.	13.10.2015	Plan sanction issued by B.B.M.P to put up construction of Residential and commercial complex in schedule premises.
10.	26.10.2015	Inspection conducted by Respondent No.1 to issue Consent For Establishment.
11.	08.06.2016	Petitioner obtained Consent for establishment from Respondent No.2 for putting up construction in Schedule Property.
12.	17.08.2018	Mr. Raghupathy filed an Original Application viz O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi, challenging the Consent for Establishment dated: 08.06.2016 issued by Respondent No.2 and also seeking other reliefs.
13.	21.08.2018	The said O.A No:- 595/2018 filed by Mr. Raghupathy came to be disposed off by the Hon'ble N.G.T vide Order dated: 21.08.2018.
14.	11.10.2018	The said Raghupathy filed an appeal before the Hon'ble Supreme Court of India in Civil Appeal No: - 10661/2018, challenging the Order dated: 21.08.2018 passed by the Hon'ble National Green Tribunal in O.A No: - 595/2018.
15.	13.11.2018	The Civil Appeal, in Civil Appeal No:- 10661/2018

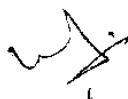
3

		came to be dismissed by the Hon'ble Supreme Court of India vide Order dated 13.11.2018 and also thereby granted liberty to Appellant i.e Mr. Raghupathy, to prefer a Revision before the National Green Tribunal, Delhi.
16.	14.03.2019	The order passed by Hon'ble National Green Tribunal, Delhi in Review Application No. 52/2018 in O.A No: - 595/2018.
17.	27.04.2019	The Respondent No. 1 issued a show-cause notice to the Petitioner (Impugned Notice under challenge in this petition).
18.	03.05.2019	Reply notice issued by Petitioner to Respondent No.1 and 2, to show-cause dated: 27.04.2019 to Petitioner.

SYNOPSIS

The Petitioner had entered into Joint Development Agreement dated:- 26.03.2015 with one Mr. K.S Satish for putting up construction in Property bearing Sy No. 76/2, bearing Khata No: 3802, situated at Kasavanahalli Village, VarthurHobli, Bengaluru East Taluk, Bangalore (herein after referred to as Schedule Property). A copy of the Joint Development Agreement dated: 26.03.2015, bearing Document No: - HLS-1-05909-2014-15, in C.D No: - HLSD114, registered in the office of Sub-Registrar, Ulsoor.

The Schedule Property was converted from agricultural to High-tech purpose vide order dated: 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 passed by Special Deputy Commissioner, Bengaluru. The Petitioner further states that, the usage of land in schedule property was further changed from High-Tech purpose to Commercial purpose vide order dated: 28.05.2010, bearing No: - BDA/GC-801/3333/2009-10 passed by Commissioner, Bangalore Development Authority. Pursuant to order of conversion dated: - 29.01.2010,



**4**

bearing No: - ALN (EVH) SR 162/2009-10 issued by Special Deputy Commissioner, Bengaluru, the B.B.M.P has issued Khata in the name of Sri. K.S Satish.

Thereafter, Petitioner had obtained necessary Sanction Plan and Commencement Certificate from Bruhat Bengaluru Mahanagara Pailke, Bengaluru (herein after referred as B.B.M.P) for putting up construction of both residential units and commercial units in Schedule Property. The B.B.M.P in the sanction plan and commencement certificate has accorded permission to put construction of residential and commercial complex building having 72 residential units and commercial complex comprising of Basement + Ground + 8 Upper Floors in the Schedule Property. The Petitioner has also obtained "No Objection Certificates," from various authorities, before commencing construction in the Schedule Property. The Petitioner had also obtained Consent for Establishment from Respondent No.2 vide order dated: 08.06.2016 as per the Provisions of Water Act and the Respondent No.2 issued the said order of consent for Establishment, after inspection report furnished by Respondent No.1.

Mr. Raghupathy, an absolute stranger to Schedule property, having no right/title interest over the schedule property and having no locus standi, acting at the instance of person inimical to the interests of Petitioner herein, filed an Original Application viz O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi, challenging the Consent for Establishment dated: 08.06.2016 issued by Respondent No.2 (ANNEXURE-Q ) and also seeking other reliefs. The said Original Application came to be disposed off vide Order dated: 21.08.2018. The operative portion of the Order passed by the Hon'ble National Green Tribunal in O.A No:- 595/2018 is as follows:-



**5**

*".....However, we leave it open to the applicant to approach the concerned authority for his grievance in accordance with law. If the applicant approaches the concerned authority, the said authority may pass an order within one month and convey the same to the applicant....."*

Mr. Raghupathy filed an appeal before the Hon'ble Supreme Court of India in Civil Appeal No: - 10661/2018, challenging the Order dated: 21.08.2018 passed by the Hon'ble National Green Tribunal in O.A No: - 595/2018. The Civil Appeal came to be dismissed by the Hon'ble Supreme Court of India vide Order dated 13.11.2018 and also thereby granted liberty to Appellant i.e Mr. Raghupathy, to prefer a Revision before the National Green Tribunal, Delhi. Pursuant to dismissal of Civil Appeal No: - 10661/2018 by the Hon'ble Supreme Court of India, Mr. Raghupathy filed a Revision Application No. 52/2018 in O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi. The Hon'ble National Green Tribunal, Delhi passed an order dated 14.03.2019 in Review Application No. 52/2018. The relevant portion of the order is extracted below:-

*".....Before considering the issue raised in the Review Application with regard to violation of provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone, we are of the view that it is necessary to obtain an expert report on the subject from a Committee comprising representatives of Ministry of Environment, Forests and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), Central Ground Water Authority (CGWA), Bruhat Bengaluru Mahanagara Palike (BBMP) and KSPCB. The KSPCB will be the nodal agency for coordination and compliance. Report may be*



**6**

*furnished to this Tribunal within two months by e-mail at ngt.filing@gmail.com...."*


To the shock and surprise of the Petitioner, the Respondent No. 1 issued a show cause notice dated 27.04.2019 i.e., after three years from the date of granting consent for establishment by Respondent No.2, The Respondent No.1 vide show-cause notice dated: 27.04.2019, bearing No: - KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45 has intended to initiate the below mentioned action against the Petitioner within three days:-

- 1) Withdraw the Consent for Establishment issued to the project.
- 2) Issue directions to BESCO and BWSSB to cut off power supply and water supply to the project.

The Respondent authority in their show-cause notice falsely claims that an inspection was conducted on Petitioner's Schedule Property on 25.04.2019 in their show cause notice. However no intimation/notice was issued by the Petitioner about the alleged Inspection claimed to have been conducted. Although the show cause notice was dated: 27.04.2019, the same is received by the office staff of Petitioner on 30.04.2019. The Petitioner with abundant caution has issued reply to the Respondent No.1 and 2 to show-cause notice issued by the Respondent No.1 dated 27.04.2019.

**PLACE: BANGALORE**

**DATE: 10.05.2019**

  
**ADVOCATE FOR PETITIONER  
( AKASH. V. T )**



IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
(ORIGINAL JURISDICTION)

WRIT PETITION No: - 21491 / 2019

**BETWEEN:**

**M/s. NEW ARK PROJECT**

A registered Partnership Firm,  
Represented by its Partner,  
Sri. K.S Jagadeesh Reddy,  
S/o Late K. Srinivas Reddy,  
Aged about 52years,  
Having office at No. 76/2 of,  
Kasavanhalli Main Road, Near Karnataka Bank,  
Sarjapur Road, Bengaluru-560035

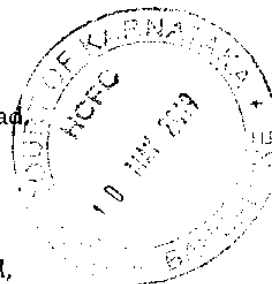
**PETITIONER**

**AND**

1) Environmental Officer,  
Office of the Regional Officer,  
Karnataka State Pollution Control Board,  
Bengaluru Bommanahalli,  
"Nisarga Bhavan," 2<sup>nd</sup> floor, Thimmaiah Road,  
7<sup>th</sup> 'D' Main, Shivanagar,  
Opp. Pushpanjali Theatre,  
Bengaluru-560010.

2) The Karnataka State Pollution Control Board,  
Represented by its Chairman,  
Parisara Bhavan, 4<sup>th</sup> and 5<sup>th</sup> Floor  
No. 49, Church Street,  
Bangalore-560001.

**RESPONDENTS**



**MEMORANDUM OF WRIT PETITION UNDER ARTICLE 226 AND  
227 OF THE CONSTITUTION OF INDIA**

The Petitioner most respectfully submits as follows-

1. The addresses of the Petitioner for the service of all notices and processes of this Hon'ble Court is as stated in the cause title above and also that of its counsel, Mr. AKASH V.T, M/s Sanmarga Law Chambers, No. 71/2, 18th cross, 2nd Floor, 1st Block, Rajainagar, Bangalore-560010.
2. The addresses of the Respondents for the same purposes are as stated in the cause title above.

**8**

3. The Petitioner being aggrieved by the show cause notice dated: 27.04.2019, bearing No: - KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45 issued by Respondent No.1 and having no other alternative and effective remedy has preferred the present Writ Petition. A copy of the said notice issued by Respondent No.1 is produced herewith and marked as ANNEXURE - A.
  
4. The Petitioner states that, it had entered into Joint Development Agreement dated 26.03.2015 with one Mr. K.S Satish for putting up construction in Property bearing Sy No. 76/2, bearing Khata No: 3802, situated at Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, Bangalore, (more fully described herein under and herein after referred to as Schedule Property). A copy of the Joint Development Agreement dated: 26.03.2015, bearing Document No: - HLS-1-05909-2014-15, in C.D No: - HLSD114, registered in the office of Sub-Registrar, Ulsoor is produced herewith and marked as ANNEXURE-B.
  
5. The Petitioner submits that, the Schedule Property was converted from agricultural to high-tech purpose vide order dated: 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 passed by Special Deputy Commissioner, Bengaluru. A copy of the Conversion order dated: 29.10.2010 passed by the Special Deputy Commissioner, Bengaluru is produced herewith and marked as ANNEXURE-C. The Petitioner further states that, the usage of land in schedule property was further changed from High-Tech purpose to Commercial purpose vide order dated: 28.05.2010, bearing No: - BDA/NAYOSA/CLU: 135/09-10/699/2010-11 passed by Commissioner, Bangalore Development



**9**

Authority. A copy of the Order dated: 28.05.2010 passed by Commissioner, Bengaluru Development Authority, is produced herewith and marked as ANNEXURE-D. Pursuant to order of conversion dated: - 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 issued by Special Deputy Commissioner, Bengaluru, the B.B.M.P has issued Khata in the name of Sri. K.S Satish. A copy of Khata Certificate, dated: - 30.04.2014 and Khata Extract, dated:- 30.04.2014 issued by B.B.M.P are produced herewith and marked as ANNEXURES-E and F respectively.

6. The Petitioner submits that, pursuant to Joint Development Agreement dated:- 26.03.2015, Petitioner had obtained necessary Sanction Plan and Commencement Certificate from Bruhat Bengaluru Mahanagara Pailke, Bengaluru (herein after referred as B.B.M.P) for putting up construction of both residential units and commercial units in Schedule Property. The B.B.M.P in the sanction plan and commencement certificate has accorded permission to put construction of residential and commercial complex building having 72 residential units and commercial complex comprising of Basement + Ground + 8 Upper Floors in the Schedule Property. A copy of the sanction plan dated:- 13.10.2015, bearing No:- BBMP/Addl.Dir/JDNORTH/0173/2015-16 and commencement certificate dated:-19.09.2016, bearing No:- BBMP/Addl.Dir/JDNORTH/ LP/0173/2015-16 issued by B.B.M.P are produced herewith and marked as ANNEXURE-G and H respectively.

**10**

7. The Petitioner submits that, the Petitioner has also obtained "No Objection Certificates," from various authorities, before commencing construction in the Schedule Property as detailed herein below:-

- i) No Objection Certificate issued by BSNL dated: 18.06.2015, bearing No: - DE/ SAN/ BG/ S-11/ VOL III/ 14-15/ 37.
- ii) No Objection Certificate issued by BESCOM dated: 22.06.2015, bearing No: - EE/HSR/AEE (0)/ AE-1/15-16/461.
- iii) No Objection Certificate issued by BWSSB dated: 13.08.2015, bearing No: - BWSSB/ EIC/ CE (M)/ ACE (M)-III/ DCE (M)-I/TA (M)-III/4972/2015-16.
- iv) No Objection Certificate issued by Fire Services Department dated: 01.08.2015, bearing No: - GBC (1) 286/2015.
- v) No Objection Certificate issued by Airport Authority of India dated: 07.07.2015, bearing No:- AAI/ KIA/ ATM/ NOC/ 2071-74.

The copies of No Objection Certificate issued by the aforesaid authorities are produced herewith and marked as ANNEXURES- I to N respectively.

8. The Petitioner states that, it had also obtained Consent for Establishment from Respondent No.2 vide order dated: 08.06.2016 and the Respondent No.2 issued the said order of consent for Establishment, after inspection report furnished by Respondent No.1. A Copy of the Inspection Report, dated: - 26.10.2015, bearing No: - PCB/ BMN/ 2015/ Tech-57/EO/IR/2015-16/9579 submitted by Respondent No.1 and consent granted by Respondent No.2,

~~NOT AVAILABLE~~

**12**

Appeal came to be dismissed by the Hon'ble Supreme Court of India vide Order dated 13.11.2018 and also thereby granted liberty to Appellant i.e Mr. Raghupathy, to prefer a Revision before the National Green Tribunal, Delhi. The copy of the order dated 13.11.2018 passed by the Hon'ble Supreme Court of India in Civil Appeal No: - 10661/2018 is produced herewith and marked as ANNEXURE-S.

11. The Petitioner submits that, pursuant to dismissal of Civil Appeal No: - 10661/2018 by the Hon'ble Supreme Court of India, Mr. Raghupathy filed a Revision Application No. 52/2018 in O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi. The Hon'ble National Green Tribunal, Delhi passed an order dated 14.03.2019 in Review Application No. 52/2018. The copy of the order dated: 14.03.2019 passed by Hon'ble N.G.T in Review Application No: - 52/2018 is produced herewith and marked as Annexure-T. The relevant portion of the order is extracted below:-

*".....Before considering the issue raised in the Review Application with regard to violation of provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone, we are of the view that it is necessary to obtain an expert report on the subject from a Committee comprising representatives of Ministry of Environment, Forests and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), Central Ground Water Authority (CGWA), Bruhat Bengaluru Mahanagara Palike (BBMP) and KSPCB. The KSPCB will be the nodal agency for coordination and compliance. Report may be*

13

*furnished to this Tribunal within two months by e-mail at ngt.filing@gmail.com...*"

12. To the shock and surprise of the Petitioner, the Respondent No. 1 issued a show cause notice dated 27.04.2019 i.e., after three years from the date of granting consent for establishment by Respondent No.2, the Respondent No.1 vide show-cause notice dated: 27.04.2019, bearing No: - KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45 has intended to initiate the below mentioned action against the Petitioner within three days:-

- I. Withdraw the Consent for Establishment issued to the project.
- II. Issue directions to BESCO and BWSSB to cut off power supply and water supply to the project.

13. The Petitioner states that Respondent authority in their show-cause notice falsely claims that an inspection was conducted on Petitioner's Schedule Property on 25.04.2019 in their show cause notice. However no intimation/notice was issued by the Petitioner about the alleged Inspection claimed to have been conducted. Although the show cause notice was dated: - 27.04.2019, the same was received by the office staff of Petitioner on 30.04.2019.

14. The Petitioner with abundant caution has issued reply to the Respondent No.1 and 2 to show-cause notice issued by the Respondent No.1 dated 27.04.2019. The copy of the said reply issued to Respondent No.1 and 2 is produced herewith as ANNEXURES-T and V respectively.

**14**

15. The Respondents are amenable to the Writ jurisdiction of this Hon'ble Court. There are no other proceedings pending in any other Court/s Courts with respect to the same cause of action between the parties apart from those disclosed in the present writ petition. The Petitioner has no other alternative remedy before any other Court/Tribunal.

GROUNDS

16. That the impugned show-cause notice dated: - 27/4/2019 issued by the Respondent No.2 is highly illegal, arbitrary, contrary to the provisions of law and principles of Natural Justice and passed without any authority/jurisdiction. Hence the same is liable to be set aside.

17. The B.B.M.P has permitted the Petitioner to put construction in schedule property, for Achieved Built up Area of 12990.48 square meters, out of which the commercial establishment/built up area is 473.31 square meters and the residential F.A.R is 8645.23 square meters. The Commercial Establishment/built up area is less than 4% of the total built up area constructed by the Petitioner. It is not in dispute, that the Respondents have accorded consent for establishment of residential units in schedule property, vide Annexure-Q (which is valid up to 07.06.2021). Despite there being valid consent granted by the Respondent No.2 to construct residential units, the Respondent No.1 could not have issued the impugned show-cause notice, intending to cut off power supply to the entire building/Project (i.e. commercial and residential), the



**15**

said action sought to be initiated by the Respondent as against the Petitioner is unsustainable in law and same is liable to be set aside.

18. It is submitted that, the question of violation of C.F.E (consent for establishment) granted by the Respondent No.2, vide Annexure-Q, is pending for consideration before the Hon'ble National Green Tribunal in Review Application No: - 52/2018, as such the impugned notice issued by the Respondent No.1, is virtually a decision rendered on the subject matter that is pending for the adjudication before the Hon'ble National Green Tribunal.

19. The Hon'ble National Green Tribunal, Delhi in Review Application No: - 52/2018, vide order dated:- 14.03.2019, had directed the Respondent No.2 to submit a report within two months from the date of order. However, without complying with the said order of the Tribunal i.e., before submitting the Report to the Hon'ble National Green Tribunal, the 1<sup>st</sup> Respondent has proceeded to initiate unlawful action vide show-cause notice, dated:- 27.04.2019, at Annexure-A, against the Petitioner. The same is illegal and arbitrary and hence the show-cause notice issued by Respondent No.1 is liable to be set aside.

20. The Petitioner submits that, the impugned Notice at Annexure A is issued by the Respondent, without bringing it to the notice of the Petitioner, the violations alleged to have been committed by the Petitioner. Therefore, the issuance of impugned notice to the Petitioner, without issuing notice regarding the alleged violation and providing reasonable time/opportunity to rectify the defects



**16**

alleged to have been committed by the Petitioner, is arbitrary and the same is in contradiction to the provision of section 25(5) of the Water Act.

21. It is submitted that, although the nomenclature of the impugned notice issued at Annexure-A, is termed as "Show-Cause Notice," the said impugned notice is issued in the form of a final order. Hence, the impugned notice is liable to be quashed.

22. The Petitioner states that the recitals in the impugned notice refer to issuance of directions to BESCO and BWSSB, to stop supply of water and electricity to Petitioner's project, without any further notice to the petitioner or without providing any opportunity of being heard. Thus, the same is in clear violation of the principles of Natural Justice and the Petitioner would be put to great prejudice and undue hardship, which cannot be compensated in terms of money, if no opportunity of hearing is granted to the Petitioner.

23. That the impugned notice dated: - 27.04.2019 issued by Respondent No.2 refers to Joint Inspection of the Petitioner's project allegedly claimed to have been conducted by the Respondents on 25.04.2019. However the Respondents have not issued notice to the Petitioner before conducting the said inspection which is in utter violation of the Rule No.6 of Inspection Policy and guidelines issued by Respondent No.2. The Inspection Policy and guidelines framed by Respondent No.2, vide Ref No: - PCB/782/COC/2016/7158 in accordance, with section 17 of Water Act is produced herewith as ANNEXURE-X.



**17**

24. The Respondent No.1 has arbitrarily directed to file compliance report within a period of 3 days from the date of receipt of show-cause notice, regarding the alleged violations, the same is unreasonable, arbitrary and establishes the malafide motive behind which the impugned notice issued.

25. The Respondent No.1 instead of complying with the order passed by Hon'ble National Green Tribunal, Delhi in Review Application No: - 52/2018, has proceeded to initiate action against this Petitioner during the pendency of said proceedings. In view of the fact that the matter is pending before the Hon'ble National Green Tribunal, the alleged inspection was conducted in pursuance of the order of the Hon'ble National Green Tribunal, the show-cause notice issued by the Respondent No.1 in pursuance of the said inspection is bad in law and the same deserves to be quashed.

26. That as per the guidelines and policy of Inspection of Respondent No.2, (issued by the Respondent Institution), the Respondent No. 2 ought not to have proceeded with the Inspection without issuing a notice to Petitioner. Hence, the alleged inspection claimed to be conducted, is in clear violation of their own rules and regulation and violation of principles of Natural Justice. The action of the Respondents No 1 is highly illegal, arbitrary and abridges the fundamental right of the Petitioner as enshrined in Article 19(1) (g) of the Constitution of India. The Respondents have also intentionally not provided the Petitioner copy of the Inspection report alleged to have conducted on 25.04.2019.



**18**

27. The action sought to be initiated by Respondent No.2 vide the impugned Notice at Annexure A to Withdraw the Consent for Establishment and to direct the BWSSB and BESCOM to stop water supply and power supply to the Petitioner's project is by virtue of the Power conferred U/s 33 A of the Water Act 1974 and the same cannot be invoked without following the mandatory procedure provided under section 25(5) of the Water Act, 1974. The act of the Respondents without following the mandatory procedure and in violation of the statutory provisions is arbitrary and unsustainable in law.

28. The Petitioner submits that, since the Petitioner before commencement of construction has obtained consent for establishment from Respondent No.2 vide Annexure-Q. The Respondents instead of issuing show-cause notice for withdrawing the Consent for establishment (C.F.E) could have issued notice imposing certain conditions as stipulated under section 25(5) of the Water Act.

29. The Petitioner has obtained sanctioned plan from the B.B.M.P on 13/10/2015, and pursuant to sanction plan granted by B.B.M.P, the Respondent No.2 has granted consent for establishment to Petitioner. The permission to construct commercial building in Schedule Property is forthcoming in the sanction plan granted by B.B.M.P. Therefore, the very contention raised by the Respondent, in the impugned notice, that the consent was not obtained to put up commercial building in the schedule property is without

**19**

considering the sanction plan and commencement certificate issued by B.B.M.P and the said action is unilateral, without application of mind.

30. The Petitioner submits that, the Petitioner has put up construction in accordance with the sanction plan issued by B.B.M.P, and also by complying with all the conditions imposed by Respondents as per C.F.E. The Petitioner further submits that, the show-cause notice issued by the Respondent is baseless, in view of the fact that the Respondents in the show-cause notice, have not pointed out, any condition which is violated by the Petitioner as per the C.F.E granted by the Respondent.

31. The Petitioner carves leave of this Hon'ble Court to urge any other ground/s at the time of hearing of the Petition.

**GROUNDS FOR INTERIM PRAYER**

32. That, the Petitioner having invested huge amount, by raising huge amount of loan from various banks to develop the said project and having various contractual obligations to various prospective purchasers, the high handed unilateral act of disconnection of BESCO electricity and BWSSB connection, without following the statutory provisions or providing any opportunity of being heard, the Petitioner would be put to great prejudice. Further, the Respondent No. 1 is hereby unlawfully initiating steps to take action to direct the BESCO to cut off electricity without following the statutory mandate procedure.



**20**

33. The Project being at the advanced stage and the Respondents action without providing any hearing to the Petitioner, directing the B.W.S.S.B to stop water supply and BESCO to stop electricity is arbitrary and as a result of which, the entire project would be stalled and the Petitioner may have to incur huge loss and consequently the employees employed in the construction project may also suffer from the aforesaid action.

34. The Respondent has not issued notice of Inspection to the Petitioner, which is in violation of principles of natural justice. The Respondent in their impugned notice, have made it clear, that without any further notice action would be initiated, which demonstrates the malafide intention for which the notice is issued by the Respondent. Therefore, it is prayed that pending disposal of the above Writ Petition, the impugned notice issued by the Respondent deserves to be stayed.

35. It is submitted that, if the Respondents are not restrained from taking any further course of action pursuant to the Impugned Notice at Annexure A, the Writ petition itself becomes infructuous and the Petitioner would be put to undue hardship and irreparable loss.

**PRAYER**

**WHEREFORE**, the Petitioner prays that this Hon'ble Court be pleased to:

- (a) Quash the Impugned Notice dated:-27.04.2019, bearing No: -  
KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45 issued by  
Respondent No.1 at Annexure-A.



**21**

(b) Grant such other relief/s as this Hon'ble Court deems fit under the circumstances of the case in the interest of justice and equity.

**INTERIM PRAYER**

The Petitioner most respectfully prays that during the pendency of the above Writ Petition this Hon'ble Court may be pleased to direct the Respondent Nos. 1 and 2 to restrain from initiating any action/proceedings in pursuance of Impugned Notice dated: 27.04.2019, bearing No: - KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45 issued by Respondent No.1 at Annexure-A.

**SCHEDULE PROPERTY**

All that piece and parcel of the immovable property bearing Sy No. 76/2, BBMP Khata No. 3802/Sy No.76/2, measuring 1 acre 04 guntas, situated at Kasavanahalli village, Varthur hobli, Bengaluru East taluk, Bengaluru-560035 and bounded on:-

East by: - Road

West by: - Sy No. 74

North by: - Road

South By: - Sy No. 76/1


**BANGALORE**

**DATE: 10.05.2019**

**ADDRESS FOR SERVICE:**

**AKASH V. T  
ADVOCATE**

Sanmarga Law Chambers,  
No. 71/2, 18<sup>th</sup> cross, 2<sup>nd</sup> Floor,  
1<sup>st</sup> Block, Rajainagar, Bengaluru-560010

  
**ADVOCATE FOR PETITIONER  
(AKASH V.T)**

22

## IN THE HIGH COURT OF KARNATAKA AT BENGALURU

W.P 21491 /2019

BETWEEN

M/s. NEW ARK PROJECT

PETITIONER

AND

ENVIRONMENTAL OFFICER AND ANOTHER

RESPONDENT

VERIFYING AFFIDAVIT

I, K.S Jagdeesh Reddy, S/o Late K. Srinivas Reddy, Aged about 52years, Partner of M/s New Ark Project, having office at No.78/2, Kasavanhalli, Carmalaram Post, Bengaluru-560037, do hereby solemnly affirm on oath and state as follows:-

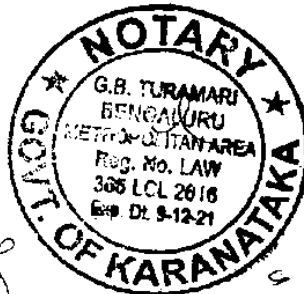
1. I am the petitioner in the above matter, I know the facts of the case. I am swearing to this affidavit verifying the Petition.
2. I state that the averments made in Para No.1 to <sup>35</sup> of the petition are true and correct to the best of my knowledge and information and I believe them to be true.
3. The documents produced at Annexure B to X produced along with the Petition are true copies of the originals. Annexure-A of this Writ Petition is the original copy.

I, the deponent, do hereby verify that all that is stated hereinabove is true to the best of my knowledge, information and belief.

IDENTIFIED BY ME

  
ADVOCATE  
BENGALURU

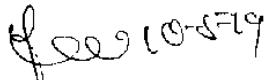
DATE: 10.05.2019



For NEW ARK PROJECT

  
DEPONENT  
Partner

SWORN TO BEFORE ME

  
G.B. TURAMARI  
ADVOCATE & NOTARY  
# 46/1, Behind Binny MM,  
Mafra Road, Banjanagar Extn  
BENGALURU - 560 032

**ANNEXURE-22**

Translated Copy

Aa.Sa. 20040519402787      Village: Kasavanahalli  
 20040519417281      Hobali: Varthuru  
 Bhu.Sa.Ni/(Po)/Itare:39/2019-20

1) submitted:

As requested by the Senior Environment Officer, Karnataka Pollutions Control Board, Bangalore South to give Sketch and report regarding encroachment of canal pit area in Sy.No.76/2, 75 of Kasavanahalli Village, Varthuru Hobali, Bangalore East Taluk, survey measurement was conducted in the said Sy.Nos in the presence of Village Accountant, Revenue Inspector and B.B.M.P. Officers and prepared a sketch and the same has been furnished to your office for further action.

Sd/- 15.5.19  
 Taluk Surveyor  
 Bangalore East Taluk  
 K.R.Puram

2) Verifier:

Report of the Surveyor is submitted for further action.

Sd/- 1.6

Verifier

Ta/Copy No: 9/19-20

Receipt No:2354523

Application filed on: 3.12.19

Name of the Applicant:Prakash

Copy prepared by: Xerox

Sd/-  
 Superintendent  
 Bangalore East Taluk

Translated Copy

Village: Kasavanahalli, Hobali:Varthuru, Taluk:  
Bangalore East Taluk, Re.Sy.No.76

Sketch

1. As per the letter of the Assistant Director of Land Records bearing No.Bhu.Sa.Ni (Po) Itare:39/19-20 and Letter of the Environment Officer, Karnataka State Pollution Control Board bearing No.PCB/RSEO/BNG-South/19-20 dated:27.04.2019, Survey measurement was conducted regarding encroachment of canal pit area in Sy.No.76/2, of Kasavanahalli Village, Varthuru Hobali, Bangalore East Taluk as per the original survey records in the presence of Village Accountant, Revenue Inspector and B.B.M.P. Officers.
2. The area shown in --- this colour is 0-03 ½ Guntas in Sy.No.76/2 and is Kharab land regarding way and there is no any encroachment as per the original Survey Records. There is no Canal in the said Sy.No.

Sd/- 15.5.19  
Taluk Surveyor  
Bangalore East Taluk  
K.R.Puram

Ta/Copy No: 9/19-20  
Receipt No:2354523  
Application filed on: 3.12.19  
Name of the Applicant:Prakash  
Copy prepared by: Xerox

Sd/-  
Superintendent  
Bangalore East Taluk

TRUE COPY

**ANNEXURE 23**

Translated Copy

Government of Karnataka

No.Bhu.Sa.Ni/Phodi/Itare/ Office of the Assistant  
39/2019-20 Director of Land Records,  
Bangalore East Taluk,  
K.R.Puram, Bangalore

Date:12-06-2019

Office of the Senior Environment Officer,  
Karnataka State Pollution Control Board,  
'Nisarga Bhavan', 3<sup>rd</sup> floor, Thimmaiah Road,  
7<sup>th</sup> 'D' Main Road, Shivanagara, Bangalore-560 010

Sir,

**Sub:** Regarding conducting of Survey and furnishing  
of sketch regarding encroachment of land or  
canal/pit in Sy.No.76/2, 75 of Kasavanahalli  
Village, Varthuru Hobali, Bangalore East  
Taluk.

**Ref:** Your Office Letter bearing No:PCB/RSEO/BNG-  
SOUTH/2019-20/71, Dated:27.04.2019

\*\*\*\*\*

In connection with the above subject, it has  
been instructed to conduct Survey and furnish sketch  
regarding encroachment of land or canal/pit in

Sy.No.76/2, 75 of Kasavanahalli Village, Varthuru Hobali, Bangalore East Taluk.

Regarding conducting of Survey and furnishing of report along with Sketch regarding encroachment of land or canal/pit in the Sy.No's of the above village, the case was delegated to the Surveyor. The Surveyor completed the survey work regarding the encroachment of Canal/Pit in the Sy.No's of the above village in presence of BBMP Officers, Revenue Inspector and Village Accountant, and has submitted the report to this Office along with sketch. The report of the Surveyor along with Sketch has been enclosed along with this letter for your further action.

Yours faithfully

Sd/-

Assistant Director of Land Records  
Bangalore East Taluk  
Bangalore

TRUE COPY

**ANNEXURE-R24**

**COMMISSIONER, BRUHAT BANGALORE MAHANAGARA PALIKE**

Narasimha Raja Square, Bangalore-560.002. INDIA

Phone : 080-22237455 / 22221286 Fax : 080-22223194

E-Mail : commissioner@bmonline.org

No.COMM/PSR(4)/4541/2019-20

25<sup>th</sup> July 2019

**SHOW CAUSE NOTICE-CUM-STOP WORK NOTICE AND TO RESTRAIN FROM  
VIOLATING SECTION 310 OF KMC ACT, 1976**

To,

**M/S NEW ARK PROJECT**

Through its partner Sri K.S. Jagadish Reddy

(S/o Late K. Srinivasa Reddy)

Residing at No.45, Kasavanahalli, Bellandur Post

Bangalore-560 035

Having address also at Project Site:

Survey No.76/2, BBMP Katha No.3802

Next to Wama Ibbane Apartments

Kasavanahalli Main Road,

Bangalore-560 035

Sir,

**Sub:** Breach and/or non-compliance of environmental laws in force as well as provisions of municipal laws by your composite project consisting of high-rise residential apartments and commercial complex for commercial facility in LP No.Addl.Dir/JD North/173-2015-16, namely, 'New Ark Springs' by the Project Proponent, M/s New Ark Project, BBMP Khata No.3802, Survey No.76/2, Kasavanahalli Village, Varthur Hubli, Bangalore East Taluk, Bengaluru.

**Ref:**

- i. Original Application No.595 of 2018 filed before Hon'ble National Green Tribunal, Principal Bench, New Delhi in the matter of *Sri B. Raghupathy vs. Union of India & Ors* and order dated 21.08.2018;
- ii. Civil Appeal No.10661 of 2018 filed before the Hon'ble Supreme Court of India in the matter of *Sri B. Raghupathy vs. Union of India & Ors* and order dated 13.11.2018
- iii. Review Application No.52 of 2018 in OA No.595/2018, in the matter of *Sri B. Raghupathy vs. Union of India & Ors* and order dated 14.03.2019;
- iv. Inspection of the project in question by the 5 member Joint Committee (constituted by the Hon'ble National Green Tribunal) on 25.04.2019;



Continuation Sheet.....

v. Letter dated 13.05.2019 submitted by the Original Applicant *Sri B. Raghupathy* to the Members of the Five Member Joint Committee.

\*\*\*\*\*

1. With reference to the above captioned subject matter i.e. project lands comprised in Survey No.76/2 of Kasavanahalli Village, BBMP Khata No.3802 admeasuring 1 acre 4 guntas (originally agricultural lands), situated in the catchment area of the Kaikondarahalli Lake and the project lands is situated at 320 meters distance from Eastern side of eco-fragile Kaikondarahalli lake and the area around it is "*ecologically sensitive zone*" as stated by the Joint Committee constituted by the Hon'ble NGT arising out of another matter pertaining to restoration of Kaikondarahalli lake as well as the fragile buffer zone around the said lake.

**NGT CASE:**

2. In this regard, *Sri B. Raghupathy* has filed an Original Application in OA No.595 of 2018 and has raised substantial questions relating to environment and large scale illegalities and statutory violations in the project in question, namely, **NEW ARK SPRINGS** as well as violation of environmental laws in force and municipal laws. Therefore, the project in question hits the principle of sustainable development as well as precautionary principle that requires anticipated action. Thus, the project is legally impermissible. The said project is a composite project consisting of high-rise residential apartments and a commercial complex for commercial facilities.
3. The said Original Application was disposed of by the Hon'ble National Green Tribunal *vide* its order dated **21.08.2018** wherein the Hon'ble NGT has recorded various grievances raised in regard to violation of environmental laws and planning laws and at paragraph 10 permitted the applicant *Sri B. Raghupathy* to approach the concerned authorities in regard to grievances raised and if the applicant approaches the said authority to pass an order within one month. The applicant *Sri B. Raghupathy* filed Civil Appeal against the aforesaid order of the NGT before the Hon'ble Supreme Court of India in Civil Appeal No.10661/2018 and the said Appeal was disposed by the Hon'ble Supreme Court in the presence of the Counsel for the Project Proponent *vide* its order dated 13.11.2018 and gave liberty to the Applicant to file Review Application before the National Green Tribunal.
4. The Applicant *Sri B. Raghupathy* filed Review Application before the National Green Tribunal in Review Application No.52 of 2018 in OA No.595 of 2018 wherein *vide* order dated 14.03.2019 it is stated at paragraphs 3 and 5 as under:



Continuation Sheet.....

"3. The Hon'ble Supreme Court vide order dated 13.11.2018 in Civil Appeal No.10661 of 2018, B. Raghupathy Vs. Union of India & Ors., gave liberty to the applicant file a review application with the observation that the allegations of violation of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone can be gone into to consider whether the project can be permitted. We have, thus, taken up the Review Application.

5.....We are of the view that it is necessary to obtain an expert report on the subject from a Committee comprising representatives of Ministry of Environment, Forests and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), Central Ground Water Authority (CGWA), Bruhat Bengaluru Mahanagara Palike (BBMP) and KSPCB. The KSPCB will be the nodal agency for coordination and compliance."

5. The project in question is stricken with large scale illegalities and statutory violations of municipal laws/planning laws and environmental laws in force as well as certain permissions/NOCs are issued in the teeth of the restraining order passed by the NGT at paragraph 85(12) in judgment dated 07.05.2015 in OA No.222 of 2014. Therefore, BBMP is well within its rights and is entitled to take remedial action and corrective measures/steps and in accordance with the constitutional mandate and scheme under Article 47, 48-A read with duties specified under Schedule XII of Article 243W.
6. The issues raised by the applicant in regard to this project are reproduced as under:
  - i). Violation of the dictum in the latest judgment passed by the Hon'ble Supreme Court in the matter of *Goel Ganga Developers Pvt. Ltd vs. Union of India & Ors, [2018 (9) SCALE 530]* whereunder the impugned project is required to obtain the mandatory prior Environment Clearance;
  - ii). Violation of Rule 14 of Environment Protection Rules, 1986.
  - ii). Violation of Wetlands (Conservation and Management) Rules, 2017
  - iii). Violation of the judgment passed by the Hon'ble NGT in *Forward Foundation and Others v/s State of Karnataka and Others* dated 04.05.2016.
  - iv). Various permissions obtained for the project is in the teeth of the restraining order at Para 85(12) of the full bench Judgment dated 07.05.2015 passed by the Hon'ble NGT in Forward Foundation and Others v/s State of Karnataka and Others.
  - v). Violation of Air (Prevention and Control of Pollution) Act, 1981, omission of obtain the mandatory consent to establish the project.



Continuation Sheet.....

- vi). *Omission to take mandatory consent from Central Ground Water Authority (CGWA) for the impugned project.*
- vii). *Omission to obtain consent for Commercial Component of the project from the Pollution Control Board despite the mandatory requirement to safeguard the environment from the increased discharge of, inter-alia, sewage, trade effluents and like pollution sources.*
- viii). *Violation of Section 25 of Water (Prevention and Control of Pollution) Act, 1974 inasmuch as there is no 'consent to operate' for the project which is distinct and different from 'consent to establish'. Besides this, consent is not sought for the actual, whole and proper utilisation of the Project.*
- ix). *Large scale violations of conditions imposed in the incomplete consent to establish the project (for residential component only) under the Water Act, 1974.*
- x). *Misrepresentation in the Application for consent (for residential component only) under the Water Act, 1974. Hence, it is trite law that the aforestated consent is vitiated and it is a nullity and non-est and deserves to be set aside by this Hon'ble Tribunal."*

**THE PROJECT IS MISCONCEIVED AND IT IS BASED ON MISREPRESENTATION OF FACTS AND CONCEALING INFORMATION TO PUBLIC AUTHORITIES:**

7. At the outset it is pertinent to mention that building plan in LP No.173/2015-16 is issued subject to fulfilling all the 46 conditions imposed in the said plan and the project proponent has failed to comply and it is explained in this notice. Therefore, condition no.45 is attracted for the project, Condition 45 is reproduced below:

*"45. In case of false information, misrepresentation of facts, or pending court cases, the plan sanction is deemed cancelled."*

Based on the documentary evidence it reveals that the entire project is *misconceived and it is based on gross misrepresentation of facts and concealing information* from this office and other public authorities about the nature, scope and configuration of the "expanded" project, particularly, given the substantial increase in the size of the residential project with approved FAR only to the extent of 8,645.23 square meters from this office to 14,344.89 square meters (more than 65 percent increase in FAR) and for this altered project there is no approved building plan and building license by the BBMP, and this directly impacts on the constructions of commercial complex component that is raised by the Project Proponent.



## Continuation Sheet.....

8. Misrepresentation by the project proponent is two-fold: Firstly, the Project Proponent have obtained 'consent to establish' (there is lack of 'consent to operate' even till today for the entire project) solely for constructing residential project for 72 flats and high-rise building for an area of 14,344.81 sq. meters *vide* consent to establish (CFE) dated 8.6.2016 subject to complying with 8 different categories of conditions imposed therein, they are listed below:

Sl. No.	Category of Condition	Number of Conditions
1.	Environmental aspects and management during the course of construction	8
2.	Water Consumption	2
3.	Water Pollution Control	7
4.	Air Control	3
5.	Noise Control	2
6.	Solid Waste and Hazardous Waste disposal	5
7.	Health and Safety	2
8.	General	24

9. Further, the consent dated 8.6.2016 has also specifically imposed that separate conditions of the Board for Discharge of Liquid Effluents and Emission to the air shall have to be obtained or remitting prescribed consent fee. The application for consent has to be made 45 days in advance to the completion for construction work of residential apartments. Issue of consent will be considered only after completion of Water Pollution Control measures, Solid Waste Management facilities and installation of air pollution control measures. The project is in violation of these conditions.
10. The said consent has specifically imposed the condition that:
- "2. The applicant shall not take expansion/diversification without the prior consent.*
- 3. The applicant shall obtain necessary licenses/clearances from their relevant agencies before taking up construction.*
- 4. The applicant shall obtain consent for operation from the Board before handing over of the apartment complex to residents association."*
11. The documentary evidence reveals that the Project Proponent has obtained three different permissions for various purposes of the project i.e., HI-TECH, in terms of the Deputy Commissioner's order; Commercial, in terms of change of land use order by the Bangalore Development Authority;



Continuation Sheet.....

composite (residential plus commercial) for construction permission by the BBMP and solely residential for the purpose of consent to establish from KSPCB.

12. The second aspect of misrepresentation in the consent to establish relates to the construction proposed for the purpose of obtaining the consent to establish from the KSPCB is for the built-up area of 14,344.81 sq.mtrs and for 72 residential apartments. Whereas, before the BBMP the permission for a total built up area/FAR for residential purpose is obtained for 8,645.23 sq. meters and the total commercial FAR is shown as 473.31 sq.meters. The above discrepancy in furnishing different information to obtain different permissions from different public authorities indicates deliberate misrepresentation by the Project Proponent to obtain different permissions from different public authorities by taking contradictory stands by the Project Proponent.

**JUDGMENT OF THE NGT AND SUPREME COURT: PERMISSIONS IN VIOLATION OF SECTION 25 OF WATER ACT, 1974 :**

13. Besides what is stated above- the fact is that the constructions and permissions is clearly in violation of Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 for lack of mandatory prior consent under the said Act and it is violation of the Hon'ble NGT Judgment dated 6.12.2013 in the case of *Divya Granites vs Karnataka State Pollution Control Board* in Appeal Nos. 98-101, 105-113 and 156-158 of 2013 (SZ), it is clearly stated at paragraph 15 that steps to take building plan, conversion order, civil works cannot be undertaken without first obtaining the mandatory prior consent from the Karnataka State Pollution Control Board under Section 25 of the Water Act, 1974 and that the said consent is a "condition precedent for establishment or taking any steps for establishment".

Paragraph 15 is reproduced below:

*"Section 25 of the Water Act, makes obtaining of consent for operation of the industry mandatory....."*

*The words employed in the above provision "establish or take any steps to establish any industry" were interpreted by Hon'ble Supreme Court in Andhra Pradesh Pollution Control Board vs B.V.Naidu reported in 2001 (2) SCC 62 as follows:*



Continuation Sheet.....

Point 4:

This point deals with the principle of promissory estoppel applied by the appellate authority, on the ground that once building permission and permission for change of land use were granted, the appellant Board could not refuse NOC.

...After the amendment, the prohibition now extends even to 'establishment' of the industry of taking of steps for that process and therefore before consent of the Pollution Board is obtained, neither can the industry be established nor any steps can be taken to establish it. The learned Additional Solicitor General of India, Sri Trivedi is right in contending that the 7th respondent industry ought not to have taken steps to obtain approval of plans by the Gram Panchayat, nor for conversion of land use by the Collector, nor should it have proceeded with civil work in a installation of machinery. The action of the industry being contrary to the provisions of the Act, no equities can be claimed. The learned Appellate Authority erred in thinking that because of the approval of plan by the Panchayat, or conversion of land use by the Collector or grant of letter of intent by the Central Government, a case for applying principle of "promissory estoppel" applied to the facts of this case. There could be no estoppel against the statute. The industry could not therefore seek an NOC after violating the policy decision of the Government. Point 4 is decided against the 7th respondent accordingly.

The very reading of the judgment of the Apex Court would make it clear that the consent of the Pollution Control Board of the State is a condition precedent for establishment of an Industry or for taking any steps for establishment. Thus, it can well be stated that all the appellants, were carrying on their units illegally, since they were operating the units without the consent of the Board. The contention by the appellants' side that they have obtained necessary license from the local panchayat authorities cannot in any way confer any right on the appellants either to establish or operate their units in the absence of requisite consent under the Water Act and Air Act."



Continuation Sheet.....

14. Similarly, the Hon'ble Supreme Court in the case of Anirudh Kumar v. MCD, (2015) 7 SCC 779 has at paragraph 50 decided on the legality of commencing operations without obtaining mandatory prior consent. Paragraph 50 is reproduced below-

*"50. It is an undisputed fact that consent was not obtained by the respondent owners from DPCC under Section 25 of the Water (Prevention and Control of Pollution) Act which states that no person shall, without the previous consent of DPCC, establish or take any steps to establish any industry, operation or process or any treatment and disposal system or any extension or addition thereto which is likely to discharge sewage or trade effluent into a stream or well or sewer or land. It is mandatory under the said provision to first obtain consent from DPCC and admittedly such consent has neither been obtained by the respondent owners nor granted by Respondent 5, DPCC, nor has the same been placed before the learned Single Judge or the Division Bench or this Court. The running of the pathological lab for which the generator sets and other heavy equipments have been installed not only create sound pollution and air pollution but also the same is in contravention of the Water, Air and the Environment Protection Acts referred to supra. Therefore, in view of the relevant provisions of law referred to supra, the facts of the case and the evidence on record, we have to hold that the running of the pathological lab by the respondent owners in the building concerned is in violation of law."*

15. From the foregoing, it is clear that in a given case and much like in the project in question cannot take steps for obtaining the building plan and building license, conversion of the land and starting of civil works without first obtaining the consent from the KSPCB. The building plan and building license is approved by BBMP on 5.9.2015, conversion of land and change of land use and constructions were raised including footing/columns and during that period there was lack of mandatory "prior" consent under Section 25 of Water Act, 1974. Hence, approvals for building plan and building license, constructions raised is in violation of Section 25 of water Act, 1974 as well as the above said Judgment of the Hon'ble NGT and consequently have to be revoked/cancelled.

Admittedly, on the one hand there is no mandatory 'prior' consent to establish even till today for the commercial complex/commercial component, and on the other hand, there is NO mandatory "prior" consent for operation for the entire project muchless mandatory written permission under Section 310(2) of KMC Act, 1976 for the entire project. Hence, the project in any case must and ought not to be commissioned,



Continuation Sheet.....

however, the project proponent has brazenly and illegally commissioned the project by creating third party rights and continuing to further create third party rights. Hence, the occupants are all illegal and unauthorized and without authority of law. The project proponent shall be forthwith restrained/stopped from violating Section 310 of the KMC Act, 1976.

**POLLUTING PROJECT AND CONSTRUCTIONS ARE DEEMED TO HAVE CAUSED POLLUTION OF WATER BODIES:**

16. The Hon'ble NGT in its judgment dated 07.05.2015 has clearly stated at paragraph 81 that if the constructions and allied activities are contrary to law, they even would be deemed to have caused pollution of environment as well as lake/waterbodies. Paragraph 81 is reproduced as under :

*" 81. ....Since the construction and allied activities were being carried on contrary to law, they even would be deemed to have caused pollution not only of the environment but more particularly of the lakes and caused obstructions of the Rajakaluves in the area. Applying the Principle of 'Polluter Pays' as contemplated under Section 20 of the NGT Act, the project proponents must be held liable to pay compensation for restoration and restitution of the environmental pollution and degradation"*

Hence, the project is a polluting project situated within the catchment area (320 meters distance from the lake) of the Kaikondarahalli Lake and the area around it is 'ecologically sensitive zone' (as per the joint committee report constituted by the NGT in a matter pertaining to restoration of Kaikondarahalli Lake and its fragile buffer zone).

**VIOLATION OF SECTION 300 AND 310 KMC ACT, 1976, CONDITION No.21 OF BUILDING PLAN & SUPREME COURT JUDGMENT:**

17. The subsequently altered project with solely residential component of 14,344.89 square meters (as per the consent to establish dated 8.6.2016 from KSPCB) is in violation of Section 300 & 310 KMC Act, 1976. Hence, the entire project is illegal and unauthorized. Section 300 and 310 is reproduced below:

*"300. Prohibition against commencement of work without permission—The construction or reconstruction of building shall not be begun unless and until the Commissioner has granted permission for the execution of the work."*



Continuation Sheet.....

Despite this statutory prohibition the project is raised. So also there is violation of Section 310 of KMC Act, 1976 and it is reproduced below:

**"310. Completion certificate and permission to occupy or use. -**

**(1) Every person shall, within one month after the completion of the erection of a building or the execution of any such work, deliver or send or cause to be delivered or sent to the Commissioner at his office notice in writing of such completion, accompanied by a certificate in the form prescribed in the bye-laws signed and subscribed in the manner prescribed and shall give to the Commissioner all necessary facilities for the inspection of such buildings or of such work and shall apply for permission to occupy the building.**

*[(1A) Notwithstanding anything contained in sub-section (1), where permission is granted to any person for erection of a building having more than one floor, such person shall, within one month after completion of execution of any of the floors of such building, deliver or send or cause to be delivered or sent to the Commissioner at his office, a notice in writing of such completion accompanied by a certificate in the form prescribed in the bye-laws, signed and subscribed in the manner prescribed and shall give to the Commissioner all necessary facilities for inspection of such floor of the building and may apply for permission to occupy such floor of the building.]*

**(2) No person shall occupy or permit to be occupied any such building, for part of the building] or use or permit to be used the building or part thereof affected by any work, until-**

**(a) permission has been received from the Commissioner in this behalf; or**

**(b) the Commissioner has failed for [thirty] days after receipt of the notice of completion to intimate his refusal of the said permission.**

The division bench judgment of the Hon'ble High Court of Karnataka in the matter of *Mahadeva vs Karnataka Electricity Board*, ILR 1987 KAR 3720 is squarely applicable for the project in question. In the said decision it is clearly stated that in view of Section 310 of KMC Act, securing of permission to occupy new buildings/premises, each or part of the floors thereof is a condition precedent and in the event of violation of Section 310 of KMC Act the premises shall have to be necessarily sealed lest it is held that *"It is the rule of law that will be demolished"*.



Continuation Sheet.....

Besides this, irrefutably the project does not have completion certificate, occupancy certificate, consent to establish for the commercial component, consent to operate for the entire project and lack of commencement certificate and fresh approvals for the altered project. In this context, the Hon'ble Supreme Court of India in the matter of *Priyanka Estate International Pvt Ltd & Ors vs State of Assam and Ors*, AIR 2010 SC 1030, at paragraph 78 has held as under:

*"78. In the case in hand, admittedly, at no point of time Appellant No.1- M/s. Priyanka Estates International Pvt Ltd was able to show to its prospective purchasers the Occupancy Certificate or Completion Certificate issued by the authorities concerned. The same could not have embarked into sale of flats as it was mandatorily required."*

The building Plan issued by the BBMP in LP No. 173/2015-16 dated 13.10.2015 is subject to fulfilling (a) 46 conditions; (b) four condition under the heading 'Special Conditions as per Labour Department of Government of Karnataka' and (c) Conditions imposed in the No objection certificates (NOC) issued by Fire Force, BWSSB, BSNL, BESCO and AAI, in other words it is a conditional approval/permission and the BBMP reserves the right to revoke/cancel the building plan if there is violation of any conditions imposed in the building plan and building license.

In this regard, condition No.21 of the building plan is apparently violated, and it is reproduced as under:

*"21. The building should not be occupied without obtaining 'OCCUPANCY CERTIFICATE' from the competent authority."*

From the foregoing, it is clear that BBMP cannot issue occupancy certificate and accordingly BBMP has not issued occupancy certificate. Despite this the project proponent has illegally has highhandedly created third party rights and occupation of the premises and is brazenly continuing with illegalities.

**VIOLATION OF CONDITIONS OF BUILDING PLAN IN LP No.173/2015-16:**

18. The project has resulted in gross violations of the conditions imposed in the building plan. The following are the list of conditions that are violated:
- (i) *Condition No.21: The building should not be occupied without obtaining occupancy certificate from the competent authority.*



Continuation Sheet.....

- (ii) Condition No.23: The applicant shall ensure that the Rain Water Harvesting Structures are provided & maintained in good minimum total capacity mentioned in the Bye-law 32(a).
- (iii) Condition No.25: The applicant should provide solar water heaters as per table 17 of Bye-law No.29 for the building.
- (iv) Condition No.26: Facilities for physically handicapped persons prescribed in schedule XI (Bye-laws-31) of Building bye-laws 2003 shall be ensured.
- (v) Condition No.32: The NOC from KSPCB should be taken before commencement of work.
- (vi) Condition No.35: The Owner/ Association of Highrise building shall obtain clearance certificate from Fire Force Department every Two years with due inspection by the department regarding working condition of Fire safety Measures installed. The certificate should be produced to the corporation and shall get the renewal of the permission issued once in Two years.
- (vii) Condition No.46: Area reserved for plan for proposed road widening as per RMP-2015 should be relinquished to BBMP before obtaining commencement certificate.
- (viii) Special Condition as per Labour Department of Government of Karnataka: Condition No.2: The Applicant/ Builder/ Owner/ Contractor should submit the Registration of establishment and list of constructions workers engaged at the time of Commencement of Commencement Certificate. A copy of the same shall also be submitted to the concerned local Engineer in order to inspect the establishment and ensure the registration of establishment and workers working at construction site or work place.
- (ix) Special Condition as per Labour Department of Government of Karnataka: Condition No.4: At no point time No Applicant/ Builder/ Owner/ Contractor shall engage a construction worker in his site or work place who is not registered with the "Karnataka Building and Other Construction workers Welfare Board"

**Note:**

1. Accommodation shall be provided for setting up of schools for imparting education to the children of construction workers in the labour camps / construction sites.
2. List if children of workers shall be furnished by the builder/ contractor to the Labour Department which is mandatory.



Continuation Sheet.....

**4. Obtaining NOC from the labour Department before commencing the construction activities is a must.**

**THE APPLICATION SEEKING BUILDING PLAN AND BUILDING LICENSE IN INVALID AND IT IS NOT IN ACCORDANCE WITH THE MANDATORY REQUIREMENTS UNDER THE KMC ACT, 1976 AND BBMP BUILDING BYE-LAWS 2003**

AND

**VIOLATION OF ZONING REGULATIONS UNDER THE KARNATAKA TOWN AND COUNTRY PLANNING ACT, 1961 :**

19. Building bye law No.3.2 is as under:

*"3.2 Application and documents to be submitted with the application,— Every person who intends to erect or re-erect or alter a building, including temporary structures for the purpose of exhibitions, trade fair or circus or execute any of the works other than repairs, as specified in Section 299, 304 or 312 of the Act, shall give an application in writing to the Authority in the Form set forth in Schedule II and such application shall be accompanied by plans, documents and information as required hereunder:*

*Schedule-II (Building Bye-law No.3.2) i.e. Form of application for building license required that:*

3. *Site Plan, showing the existing features like trees, well etc. (Block levels to be furnished in cases where the gradient of the land exceeds 5% (1:20) or where basement/cellar floors are proposed below ground level)*

10. *No objection certificate from agencies like, BDA, BESCOM, BWSSB, KSCB, District Magistrate, Director of Factories and Boilers, Controller of Explosives, Railways, Fire Force Department, Airport Authority of India, Government Health Department and any other authority wherever applicable."*

The mandatory requirements at serial number 3 and 10 is not complied with by the project proponent.

Similarly, certain provisions relating to and aimed at protection of environment and ecology that is applicable is, Regulation No.3.16 (XV) of the Zoning Regulations of the Revised Master Plan 2015 (RMP). The said provision is as under:



Continuation Sheet.....

"3.16) General Notes: .....

**Tree Planting:** Planting of minimum one tree is mandatory for a site measuring more than 2400 Sq ft and minimum 2 trees for a site measuring more than 4000 sq ft. The concerned authorities shall ensure that the trees are planted before approval of building plan and tax shall be assessed only after confirming the existence of trees in the site in question. The tree shall be planted only in the rear set back of the area."

This provision is also violated. So also, condition no.13 of the building plan specifically imposed planting of two trees in the premises, this condition is also violated. In this context, the consent to establish (CFE) has imposed at condition no.16 of General Conditions that "to plant indigenous specific local species in three rows all around the boundary of the complex". This condition is completely violated. It is revealed that there are absolutely no trees within the project site, leave alone 3 rows of indigenous local species of trees muchless any space left for planting of trees. In fact, compliance of planting of trees is necessary for protection of environment and ecology and to comply with principle of sustainable development and precautionary principle as stated by the NGT in the matter of *Neeliah vs Union of India and Others*, in Application No. 243 & 245 of 2016 (SZ) and OA No.121 of 2014 in the matter of *Yoginder Mohan Sengupta vs. Union of India & Ors* and in the matter of *Court on Its Own Motion vs State of HP & Ors* in OA No.237 (TMC)/2013 cases.

20. In fact in *Neeliah's* case: arising out of importance of trees it is observed that trees provide various ecosystem services/ecological services to humans and the environment like production of oxygen, carbon sequestration, cleaning and cooling of the air, providing shade and shelter, providing habitat to birds and biodiversity, acting as windbreaks, preventing soil erosion, cleaning of the soil through phytoremediation, regulating flow of storm water runoff, helping in reducing noise, helping in nutrient recycling and regulation of groundwater table and such ecosystem services are provided by trees.

**FIVE PERMISSIONS/NOC's ISSUED IN THE TEETH OF THE RESTRAINING ORDER PASSED BY THE HON'BLE NGT AT PARAGRAPH 85 (12) VIDE JUDGMENT DATED 7.5.2015 IN OA NO.222 OF 2014:**

21. The Hon'ble NGT has passed a restraining order *vide* judgment dated 7.5.2015 in OA No.222 of 2014 in the matter of *Forward Foundation and Anr. Vs State of Karnataka and Ors.*, at paragraph 85 (12) as under:



Continuation Sheet.....

"85 (12). The committee shall submit its report to MoEF and to this Tribunal as expeditiously as possible and in any case not later than three months from today. During that period we restrain MoEF, SEIAA, and/or any public authority from sanctioning any construction project on the wetlands and catchment areas of the waterbodies in the city of Bangalore."

During this period of restraining order, the following five permissions/NOC's are issued.

Sl No	Date	Authority	Permission/NOC
1	18.6.2015	BSNL	For height clearance
2	22.6.2015	BESCOM	For Power supply
3	7.7.2015	AAI	For height clearance
4	10.7.2015	BWSSB	From Water board
5	1.8.2015	Fires Services Department	Commencement Certificate

From the above it is clear that said five 'prior' permissions are nullity, illegal, invalid, inoperative and void-ab-intio. Hence, the application for building plan and building license is invalid inasmuch as the said application must and ought to have been submitted along with five 'valid' permissions (NOC's) as a condition precedent as explained above, which is obviously not the case. Consequently, all acts done and constructions raised pursuant thereto are illegal and without sanction of law.

**ILLEGAL EXTRACTION OF GROUND WATER/NATURAL RESOURCE WITHOUT MANDATORY PRIOR CONSENT FROM CGWA/SGWA:**

21. The project in question is illegally extracting ground water (a scarce natural resource) for such a large high rise building as well as for construction of the project without the mandatorily required "prior" permission from the CGWA/SGWA (Central Ground Water Authority/ State Ground Water Authority). The continuous illegal extraction of ground water is ongoing even till today in the project lands within the catchment area of Kaikondarahalli Lake situated at 320 meters distance from the lake.

The Hon'ble Supreme Court of India in its order dated 11.7.2018 in WP (civil) No.4677 of 1985 in the matter of *MC Mehta vs Union of India (In re: sealing issue)* has stated as under:



Continuation Sheet.....

*"Our attention has also been drawn to a recent Report of Niti Aayog on "Composite Water Management Index", June 2018, in which it is stated, inter-alia, "In fact, by 2020, 21 major cities, including Delhi, Bangalore, and Hyderabad, are expected to reach zero groundwater levels, affecting access for 100 million people". Obviously the situation is critical and not merely semi-critical."*

**APPLICATION FOR SEEKING CONVERSION OF AGRICULTURAL LANDS TO NON-AGRICULTURAL PURPOSES I.E. HI-TECH.**

22. Violation of conditions of Deputy Commissioner's conversion order dated 29.01.2010. In this regard the observations by the Hon'ble NGT, vide its order dated 21.08.2018 at paragraph 2 has stated as under:

*"The Private Respondent had submitted an application on 16.11.2009 seeking conversion of agricultural lands to non-agricultural purposes i.e. HITECH. When the said application was pending, the Private Respondent without awaiting passing of the order by the Deputy Commissioner, Bangalore District made another application to Bangalore Development Authority on 24.11.2009 requesting for change of land use of the said land from HITECH to Commercial, when the land was still agricultural. Strangely, both these applications were allowed subject to conditions by different authorities on 29.01.2010 and 28.05.2010 respectively.*

3. *The conversion of land from agricultural to HITECH was illegal and contrary to the Revised Master Plan, 2015. The project is at a distance of 320 meters (on the Western side) from the Kaikondarahalli Lake which makes it an extremely eco-fragile land (including the presence of Rajakaluve buffer zone on the project site."*

From the above it is clear that when the application dated 16.11.2009 was pending before the Deputy Commissioner, Bangalore District, the applicant could not have submitted another application to Bangalore Development Authority on 24.11.2009 requesting for change of land use from HITECH to Commercial, when the projects land was still agricultural land. Therefore, the application dated 24.11.2009 submitted before the Bangalore Development Authority was legally impermissible and



Continuation Sheet.....

consequently order dated 28.05.2010 pursuant to the said invalid application cannot enure to the benefit of the applicant/land owner and/or the project proponent. In fact, the project is developed between the two brothers residing together in the same house i.e., K.S. Satish (land owner) and K.S. Jagadish Reddy, partner of the project proponent.

23. As regards the Deputy Commissioner's orders dated 29.01.2010 was passed and imposed 18 conditions subject to complying with the said conditions. Some of the relevant conditions as well as conditions that are violated are as under:

"1. For the purpose of utilizing this land for the purpose of which it is converted unless obtaining the sanction from the competent authority i.e. Bangalore Development Authority/ BMRDA (Local Planning Authority), BMICAPA/ Pollution Control Board, this order shall not confer any right whatsoever to the occupant.

2. This converted land should be utilized for the HI-TECH purpose only. This land should not be utilized for other purpose without prior permission.

4. Other required road margins and open spaces etc., should also be reserved in the area as per rules and the specifications of the Bangalore Development Authority / BMRDA (Local Planning Authority), BMICAPA/ Pollution Control Board, as fixed by them.

6. It is the responsibility of the applicant to provide all the civic amenities on the said land in the interest of the public to the site holders such as electricity, water supply, drainage system etc by keeping in mind the health, cleanliness and safety.

7. The Phut Kharab is there in this land the same should be reserved to Government under Section 67 of the Karnataka Land Revenue Act, 1964 and the Conversion has been accorded to utilize the land subjected for conversion at present for HI-TECH purpose. The extent of B-Kharab has been reserved for the public purpose. The applicant has no right whatsoever over this extent. The right over this B Kharab extent is always vested with the Government. The Tahsildar shall make entries clearly to this effect in the RTC.

9. For the purpose of which conversion is granted the land should be utilized for the said purpose only within two years from the date hereof.



Continuation Sheet.....

11. *This order is subjected to the Judgment that may be passed by the court in any suit/writ petition/appeal pertaining to the said land.*
17. *In case if it is confirmed that the applicant has obtained this Official Memorandum on the basis of the unauthorized documents by suppressing the true facts, this Official Memorandum shall stand automatically cancelled without any intimation and the loss if any sustained either to the applicant or his legal representatives, neither the Government nor this authority is in any way responsible. Its entire liability is on the applicant only.*
18. *Non-compliance with any of the conditions specified above will result in cancellation of these orders of sanction as well as initiation of proceedings and penalties provided under Section 96 of the Karnataka Land Revenue Act, 1964. Constructions if any put up in such a case were also liable to be demolished without compensation and the cost incurred to Government thereof will be recovered from the Kathedar."*
24. In consonance with the above conditions it is irrefutable that Deputy Commissioner of Bangalore did not pass an order conversion of land from agricultural to any other purpose except HITECH; and the validity of the conversion order was restricted for a period of two years *vide* Condition No.9. Thus, the conversion order expired on 29.01.2012 and subsequently the validity has not been extended till today. Therefore, permission/sanction issued for any other purpose is legally impermissible. Further, the conversion order also contained conditions relating to protection of environment and the project in question was required to be in accordance with the Revised Master Plan, 2015 (RMP, 2015) and the use of land was restricted to only HITECH. By alteration and deviation of the purpose of user and development in contravention to the Deputy Commissioner's order would also adversely impact protection of environment and its various components including extraction of water, utilization of water, generation of sewage, generation of municipal solid waste, and earmarking and utilisation of green and protected area.
25. Since, admittedly, the project that is raised has a material component of commercial complex for commercial facilities that would generate not only domestic waste, sewage but would also generate trade effluents which may contain unknown pollutants that will cause pollution to the nearby water bodies and ground water.



Continuation Sheet.....

26. In accordance with Condition No.7 of the Deputy Commissioner's order, Phut kharab area/public lands was always vested with the Government and, therefore, relinquishment of this area was legally impermissible and that the land owner had no right whatsoever on this land portion and that the kharab land must and ought to have been reserved for public purpose. Therefore, relinquishment of this kharab area within the project land as stated in Condition No.7 of the Deputy Commissioner's order cannot be relinquished to show compliance of Condition No.46 of the building plan.

In other words, the project proponent has sought to give away public land/Phut Kharab land that did not belong to him to another public authority, namely, BBMP to allegedly show compliance of Condition No.46/provisions of RMP, 2015. In furtherance to this there is another violation, in that, specific condition i.e. Condition No.1 stipulated in the change of land use order dated 28.05.2010 issued by BDA, clearly states that non-compliance and for obtaining the building plan and building license from BBMP it was a condition precedent for the project proponent to comply with first reserving the land for road widening purpose as prescribed in RMP, 2015 and thereafter seek sanction of building plan and building license from BBMP, admittedly it has failed to do so and as on the date building plan was approved by the BBMP *vide* order dated 05.09.2015, there is no relinquishment by the project proponent to show compliance of RMP, 2015.

**VIOLATION OF GOVERNMENT OF KARNATAKA NOTIFICATION NO. EN 396 NEC 2006 dated 13.11.2007 ISSUED UNDER SECTION 18 OF THE ENERGY CONSERVATION ACT, 2001:**

27. The project in question is in violation of the binding directions issued by Govt. of Karnataka *vide* Notification No.EN 396 NEC 2006 dated 13.11.2007 issued under Section 18 of the Energy Conservation Act, 2001 clearly stipulating mandatory use of solar water heater systems including for the project in question. Relevant portion is reproduced as under:

**"1. Mandatory use of Solar Water Heating Systems:**

*1. The use of solar water heating systems will be mandatory under the following categories of building, namely:*

*(vi). All residential buildings built on 600 square feet and floor area or side area of 1200 sq.ft. and above falling within the limitation of municipal committees/corporations and Bangalore Development Authority sectors etc."*



Continuation Sheet.....

The project in question is in complete violation of the mandatory binding directions stated above. Further, the Hon'ble High Court of Karnataka has clearly stated that compliance of the directions under the above said Notification is towards reducing environment pollution and protection of environment. The Hon'ble High Court has *vide* judgment dated 29.08.2017 in Writ Petition No.102060 of 2013 (GM/RES), in the matter of Md. Hasnuddin Vs. State of Karnataka & Ors has held at paragraph 8 as under:

*"8. The advantage of using solar energy is more. It reduces environment pollution avoiding the use of fuel, economically is also viable as solar energy is available freely. It is known to reduce the use of electrical energy which requires to be generated depending upon the various favours ..... easily available energy is solar energy..... With this avowed object a paradigm shift is necessary by way of imposition the condition of installing solar water heating system in the building ..... It sub-serves the object of reducing the electricity bills besides protecting environment."*

**ENCROACHMENT OF FEEDER CANAL/ RAJAKALUVE ON THE NORTHERN SIDE OF THE PROJECT LANDS**

28. On the northern side of the project lands and as can be seen from the Kasavanahalli village map it clearly indicates the feeder canal/rajalaluve leading upto the Kaikondarahalli lake is completely encroached and it is converted as access road abutting the project land. Further, the buffer zone of the said rajakaluve is within the project lands. The ADLR report (Assistant Director, Land Records) on encroachment of 9 guntas (9801 square feet), is issued pursuant to Official Memorandum of Commissioner, Land Survey, Settlement and Land Records Department, dated 16.01.2016. Therefore, the prescribed buffer zone/prohibited area of the said rajakaluves is in accordance with Regulation No.4.12.2 of the Revised Master Plan, 2015. This buffer zone is towards northern side of the project land impacting the development of the project and it is contrary to the said regulation under the Revised Master Plan 2015. Even for this reason, the project in question is legally impermissible.



Continuation Sheet.....

**VIOLATION OF SECTION 505 (ii) OF THE KARNATAKA MUNICIPAL CORPORATION ACT, 1976**

29. Section 505 (ii) is reproduced as under :

*"505. Exercise of powers by a corporation to be in conformity with the provisions of the Karnataka Town and Country Planning Act, 1961.-*

*Notwithstanding anything contained in this Act, a corporation or any officer or other authority required by or under this Act to exercise any power, or perform any function or discharge any duty,-*

*(i) with regard to any matter relating to land use or development as defined in the Explanation to section 14 of the Karnataka Town and Country Planning Act, 1961, shall exercise such power, or perform such function or discharge such duty with regard to such land use or development plan or where there is no development plan, with the concurrence of the Planning Authority;*

*(ii) shall not grant any permission, approval or sanction required by or under this Act to any person if it relates to any matter in respect of which compliance with the provisions of the Karnataka Town and Country Planning Act, 1961 is necessary unless evidence in support of having complied with the provisions of the said Act is produced by such person to the satisfaction of the corporation or the officer or other authority, as the case may be."*

In view of the foregoing, there is violation of provisions of the Karnataka Town and Country Planning Act, 1961, in that, Regulation No.3.16 and Buffer Zone Regulations under the Revised Master Plan 2015 stated above has resulted in breach of Section 505 (ii) of KMC Act. 1976. Thus, the building plan, building license and permissions issued under the KMC Act are required to be revoked and/or cancelled.

**VIOLATION OF FIRE SAFETY NORMS AND BREACH OF KARNATAKA GAZETTE NOTIFICATION No. HD 33 SFB 2011, BANGALORE, DATED 07.07.2011**

30. The project in question does not have the mandatory completion certificate from the Fire and Emergency Services Department. Therefore, the question of commissioning the project cannot arise and it is in gross violation of the fire safety norms.



Continuation Sheet.....

As can be seen from the naked eye itself the project has not earmarked the mandatory space for the drive away all around high-rise building for unobstructed/free movement of fire tender vehicle and without compromising on the turning radius all round the building for movement of the fire tender vehicle. This fire safety requirement is absolutely essential for high rise building like the project in question and this is clearly violated. Hence, the project in question is in breach of mandatory fire safety norms and the related conditions imposed in the building plan.

Apart from the above, the altered project as explained above does not have mandatory prior No-objection Certificate and Completion Certificate for the actual/ total built-up area of the high rise building.

In addition to violation as already stated above, there is violation of condition No.35 imposed in the building plan. The project is in gross violation of mandatory requirement under the above said Karnataka State Government Gazette Notification dated 07.07.2011. The said Notification vide Clause Nos. 2 and 3 mandates that for non-compliance of the requirement under the said Gazette Notification, the BBMP shall not grant occupancy certificate. Clause No.4 of the Notification is also violated as the Fire Safety Certificate has to be produced before the BBMP once in every 2 years.

The Hon'ble NGT in the case of *J.Mehta Vs. Union of India and Others*, 2013 ALL (1) NGT Reporter (2) Delhi, has clearly stated that "compliance of fire safety requirement/norms, building bye-laws, municipal laws are all interconnected, indivisible and interlinked and is in furtherance of the principle of 'sustainable development'.

In addition, the project is a high-rise building, is a bulk generator of municipal solid waste and is in non-compliance of Municipal Solid Waste Management Rules, 2016.

31. Therefore, for the above reasons and facts and circumstances you are required to forthwith stop/restrained from: (i) violation of Section 310 of the KMC Act, 1976, (ii) stop all types of constructions/constructions activities, (iii) submit your reply within three days upon service of this show cause notice, failing which further action will be taken in accordance with law.

True Copy

\_\_\_\_\_  
COMMISSIONER  
BRUHAT BENGALURU MAHANAGRA PALIKE 29/1/2016

Copy to:

- 1) Shri. B. Raghupathy, S/o Sriramulu, No.27, 4<sup>th</sup> Cross, 24<sup>th</sup> Main Road, HSR Layout (Agara), Bengaluru-560102

This document is referred to as

Annexure AAffidavit Smt / Sri K.S. Sadih


Oath commissioner



## ANNEXURE-R25

Date: 06.08.2019

To,

  
 COMMISSIONER, BBMP  
 NARASIMHA RAJA SQUARE,  
 BENGALURU-560002.

ದಿ.ಬಿ.ಎಂ.ಪಿ. ಅಧ್ಯಕ್ಷರ ಆದ್ಯ ಕಾರ್ಯಾಲಯ  
 ಸಂಖ್ಯೆ ಪಿ.ಎಸ್.ಆರ್. ( ).....  
 ದಿನಾಂಕ..6.8.19.....

Sir,

**SUB: -PRELIMINARY REPLY TO YOUR SHOW CAUSE NOTICE-CUM-STOP WORK NOTICE AND TO RESTARIN FROM VIOLATING SECTION 310 OF KMC ACT, 1976 DATED: -25.07.2019, BEARING NO: - COMM/PSR (4)/4541/2019-20.**

1. I, Mr. K.S Jagadeesh Reddy, partner of M/s New Ark Projects do hereby file my reply along with documents to show-cause notice issued by you, dated: 25.07.2019, bearing No:- **COMM/PSR (4)/4541/2019-20**. The said show cause notice was received by my office staff, vide Speed Post on 03.08.2019.
2. I state that, on perusal of the aforesaid show-cause notice, it is forthcoming that, one Mr. Raghupathy, who is stranger to me and my project, has addressed a letter to your esteemed office, it appears that, the outcome of the said letter addressed by Raghupathy, is the show-cause

NEWARK PROJECTS

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76/2, Kasavanahalli Main Road, Next to Karnataka Bank, Bangalore - 560 035

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notice that is issued by you, solely on the basis of the representation given by the said Raghupathy. It appears from the perusal of the show-cause notice, that the allegations levelled against me by Sri. Raghupathy, vide his letter dated:- 13.05.2019, has been extracted and the same is converted into a show cause notice and sent to me .It also appears from the contents of the show-cause notice, that various allegations made by Sri. Raghupathy against me have been considered to be true, without ascertaining the true facts, which indicates the malafide in the issuance of the show cause notice by your Hon'ble authority.

3. I submit that, Sri. Raghupathy has intentionally and deliberately misrepresented the facts and has made vague and bald allegations against me and my project, without any evidence, so as to make unlawful gains at my cost. This is the modus operandi adopted by certain unscrupulous people who are involved with the said raghupathy, and are actively involved in filling frivolous litigation, with an intention to deter me and gain undue benefits out of the said frivolous litigation.
4. I would like to bring it to your notice that, on perusal of the show cause notice issued by you, it is forthcoming that though the notice was captioned has show-cause notice, certain orders/directions, in the form of final orders have been passed without according an opportunity to



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me, and the said orders/directions are arbitrary and they are opposed to principle of natural justice, and they are as follows:-

- 1) Stop violation of section 310 of KMC Act, 1976.
  - 2) Stop all types of constructions/ constructions activities.
  - 3) Submit your reply within 3 days upon service of show cause notice.
5. I state that, the time frame set out by you to furnish my reply and the actions that are sought to be enforced as against my Project, immediately after unreasonable duration of 3 days, creates reasonable suspicion as to the Intention/object for which show cause-notice is issued. However in abundant caution, and to restrain you from taking any malafide action, which is detrimental to the interest of my project, I am issuing this Preliminary reply to the show-cause notice, thereby reserving my rights to file a detailed reply after 15 days from the date of this Preliminary reply.
6. I state that, I in the capacity of Managing partner of M/s New Ark Projects had entered into joint development agreement with Sri. K.S Satish for putting up construction in Property bearing Sy No. 76/2, bearing Khata No: - 3802, situated at Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, herein after referred to as Schedule Property. The Joint development agreement dated: 26.03.2015 registered

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in the office of Sub-registrar, Ulsoor is produced herewith as Document No.1.

7. I state that, the Schedule property was converted from agricultural to High-tech purpose vide order dated: 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 passed by Spl. Deputy Commissioner, Bengaluru. The Conversion order passed by the Spl. Deputy Commissioner, Bengaluru is produced herewith as Document No.2. I further state the usage of land in schedule property was further changed from High tech purpose to commercial purpose vide order dated: 28.05.2010 passed by Commissioner, Bangalore Development Authority. The order dated: 28.05.2010 is produced herewith as Document No.3. I state that pursuant to order of conversion issued by Deputy Commissioner Bengaluru, the B.B.M.P has issued Khata in the name of Sri. K.S Satish. The Khata Certificate and Khata Extract issued by B.B.M.P are produced herewith as Document No. 4 and 5.

8. I state that pursuant to joint development agreement, I have obtained plan sanction and commencement certificate from your Institution, the copy of the commencement certificate is produced herewith as Document No. 6.



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9. I submit that after obtaining the sanctioned plan from your institution, I have obtained Consent for Establishment from Karnataka State Pollution Control Board vide order dated: 08.06.2016. The copy of the aforesaid order is produced herewith as Document No. 7.

10. I state that, I have also obtained No Objection certificate from various authorities, before commencing construction in the Schedule premises, they are as Follows:-

- i) N.O.C issued by BSNL dated: 18.06.2015
- ii) N.O.C issued by BESCO dated: 22.06.2015
- iii) N.O.C issued by BWSSB dated: 10.07.2015
- iv) N.O.C issued by Fire Services Department dated: 01.08.2015
- v) N.O.C issued by Airport Authority of India dated: 07.07.2015

The N.O.C issued by the aforesaid authorities is produced herewith as Document No. 8 to 12.

11. I further state that, I am not aware of any joint inspection conducted by your authorities on 25.04.2019 of my project. Although, the show cause notice dated: 25.07.2019, refers to a joint inspection of my project on 25.04.2019, I or Mr. K.S Satish, i.e landlord, has not received any notice of

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Inspection nor I am aware of any Inspection conducted by you or any other officers in the Schedule premises.

12. I state that I am not aware about constitution of any Committee by your authority and I would request you to kindly furnish the details of Inspection conducted and also the details of the Committee that is constituted and perhaps the reason for constituting the Committee. It is relevant to point out that, the Hon'ble N.G.T, in Review Application No. 52 of 2018, filed by Raghupathy has directed you to submit report, instead of submitting the report to N.G.T, you have issued show-cause notice, which contradictory to orders passed by the Hon'ble N.G.T. The relevant portion of the order passed by the Hon'ble NGT is extracted herein below for your quick reference:-

*".....Before considering the issue raised in the Review Application with regard to violation of provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone, we are of the view that it is necessary to obtain an expert report on the subject from a Committee comprising representatives of Ministry of Environment, Forests and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), Central Ground Water Authority (CGWA), Bruhat Bengaluru MahanagaraPalike (BBMP) and KSPCB. The KSPCB will be*



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*the nodal agency for coordination and compliance. Report may be furnished to this Tribunal within two months by e-mail at [nst.filing@gmail.com](mailto:nst.filing@gmail.com)...."*

13. I would further like to point out that, the Building constructed by me, is as per the sanction plan issued by your authority, and I have not made any deviations in putting up construction and it is also pertinent to note that; I have raised crores of Rupees loan to put up the construction in the above project, after putting up construction in accordance with the sanction plan and also after complying with all the statutory guidelines, you have issued this notice, at the instance of Sri. Raghupathy, who is working at the behest of interest of certain persons adverse to me and my brother, Sri. K.S Satish interest.

14. I state that, one Mr. Raghupathy, at the behest of interest of certain person's enmical to the interest of myself and land lord, in order to extract money by raising certain unwanted litigation has filed a false case, by suppressing various facts before the National Green Tribunal. It is relevant to submit that, the said Raghupathy is agent engaged by certain person whose interest is adverse/inimical to the land lord and

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the said person is engaged in order to coerce me and the landlord to pay some illegal gratification to persons who have engaged Mr. Raghupathy.

15. I state that, the construction put up by me in the Schedule premises is in the accordance with the sanctioned plan and in accordance with the conditions envisaged in the Consent for Establishment issued by the Karnataka State Pollution Control Board. I further submit that, I have not violated section 310 of K.M.C Act, and the direction issued by you to stop construction is arbitrary and without authority of law. It is pertinent to point out that, there is no stay/restraint order passed by any court/tribunal restraining me from alienating/creating third party rights of apartments constructed in schedule Property.

16. I would hereby place my preliminary reply to various allegations put forth by you, to show cause notice dated:- 25.07.2019, bearing No:- COMM/PSR (4)/4541/2019-20, reserving my liberty to file detailed reply within 15 days from the date of this Preliminary reply:-

- i) The Project is carried on by providing relevant information's as per the public documents placed on record before your authorities, the total built up area of the project is, Achieved Built up Area of 12990.48 square meters, out of which the commercial



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establishment/built up area is 473.31 square meters and the residential F.A.R is 8645.23 square meters. There is no suppression or misrepresentation of facts to obtain plan sanction or commencement certificate, the allegation of misrepresentation is vague and misconceived.

- ii) It is relevant to point out that, the parameters to calculate total built up area for Karnataka State Pollution Control Board, and your institution are different. Hence the total built up area as per your authorities building plan sanction is 12990.48 square meters, whereas the total built up area as per K.S.P.C.B is 14,344 square meters. The Hon'ble Supreme Court of India has explained the parameters to calculate total built up area for Pollution control Board in the case of M/s Goel Ganga Developer India Pvt Ltd vs Union of India reported in 2018 SAR (Civil) 1049.
- iii) There is no violation of section 25 of Water (Prevention and control of Pollution Act), 1974, I have obtained permission from Karnataka State Pollution Control Board under section 25 of Water (Prevention and control of Pollution Act), 1974, vide order dated: 08.06.2016, before commencing construction activity and hence there is no question of violation of section 25 of Water Act, 1974.

#### NEWARK PROJECTS

76/2, Kasavanahalli Main Road, Next to Karnataka Bank, Bangalore - 560 035

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- iv) I have not violated section 300 or 310 of K.M.C Act, I have obtained commencement certificate to commence the work as contemplated under section 300 of K.M.C Act, the major construction activity is completed, and the minor interior works are being carried out. I submit that, I have applied for clearance certificate from Karnataka State Fire Service Department, I would forthwith apply for the occupancy certificate, after obtaining clearance certificate from Karnataka State Fire Service Department.
- v) I state that, since as per BBMP building bye law 5.62, before applying for occupancy certificate, there is a duty cast on me to obtain, clearance from the Karnataka State Fire Service Department, I am in the process of obtaining clearance certificate from the said department. The relevant provision of the building bye law is extracted herein below, for your quick reference:-
- vi) OCCUPANCY CERTIFICATE 5.6.1 (A) *Every person shall before the expiry of five years from the date of issue of licence shall complete the construction or reconstruction of a building for which the licence was obtained and within one month after the completion of the erection of a building shall send intimation to the Commissioner in writing of such completion accompanied by a certificate in Schedule VIII certified by a*



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*Registered Architect / Engineer / Supervisor and shall apply for permission to occupy the building. The Authority shall decide after due physical inspection of the building (including whether the owner had obtained commencement certificate as per section 300 of the Karnataka Municipal Corporations Act, 1976 and compliance regarding production of all required documents including clearance from the Fire Service Department in the case of high rise buildings at the time of submitting application) and intimate the applicant within thirty days of receipt of the intimation whether the application for occupancy certificate is accepted or rejected. In case, the application is accepted, the occupancy certificate shall be issued in the form given in Schedule IX provided the building is in accordance with the sanctioned plan.*

*(b) Physical inspection means the Authority shall find out whether the building has been constructed in all respects as per the sanctioned plan and requirement of building byelaws, and includes inspections by the Fire Service Department wherever necessary. Building Bye-Laws – 2003 18 (c) If the construction or reconstruction of a building is not completed within five years from the date of issue of licence for such a construction, the owner shall intimate the Authority, the stage of work at the expiry of five years. The work shall not be continued after the expiry of five years without obtaining prior permission from the Authority. Such continuation shall be permitted, if the construction or reconstruction is carried out according to the licenced*

**NEWARK PROJECTS**

76/2, Kasavanahalli Main Road, Next to Karnataka Bank, Bangalore - 560 035

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*plan and if the Authority is satisfied that at least 75 percent of the permitted floor area of the building is completed before the expiry of five years. If not, the work shall be continued according to a fresh licence to be obtained from the Authority.*

*5.6.2 For all high rise buildings, the work shall also be subject to inspection by the officers of the Karnataka State Fire Service Department and the occupancy certificate shall be issued only after obtaining a clearance certificate from the Director of Fire Services.*

- vii) I state that, in order to obtain clearance certificate from Karnataka State Fire Service Department, I have to obtain electrical installation permission from Chief Electrical Inspectorate, Govt of Karnataka, in pursuance of the said permission, I have obtained the same on 15.07.2019, pursuant to obtaining the said permission I have applied for clearance certificate from Karnataka State Fire Service Department.
- viii) I submit that, in order to apply for occupancy certificate, there are various departmental clearance certificate that are required to be obtained, I am involved in the process of obtaining permissions/clearance from various departments one after another. Therefore I hereby would for apply for the occupancy certificate, after



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obtaining clearance certificate from Karnataka State Fire Service Department without any delay. The document issued by Chief Electrical Inspectorate to Govt, bearing No: - CEIG/TEC/BS-265/19-20/16896-902, is produced herewith as Document No. 13.

- ix) I state that, I have not contravened any conditions put forth in the building plan by your authority, and it is also relevant to submit that, the construction is carried out in accordance with the sanctioned plan and there is no deviation in putting up of construction.
- x) The Application filed by me, is in accordance with the K.M.C Act, therefore you had issue building plan, the allegation by Sri. Raghupathy, that the application submitted to building plan is not proper invalid is baseless and non-est.
- xi) The Project is not constructed extracting any ground water, as such the allegation that illegal extraction of ground water by the Project proponent, without mandatory consent from CGWA is untenable and baseless.
- xii) The Project is constructed after obtaining requisite conversion order from competent authority, if at all Sri. Raghupathy has any grievance with respect to conversion orders passed by the Deputy

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Commissioner or Bengaluru Development Authority, the competent authority to adjudicate the said matter is Bangalore Deputy Commissioner.

Wherefore, I hereby request you to consider this Preliminary reply along with documents submitted herewith, and to grant 15 days time from the date of this preliminary reply, to give detailed reply to the show-cause notice dated: 25.07.2019, bearing No:- COMM/PSR(4)/4541/2019-20 and I also request your authorities not to proceed with any action as against my project in pursuance of the show cause notice.

For NEWARK PROJECTS

  
Authorised Signatory

YOUR'S FAITHFULLY

  
**TRUE COPY**

This documents is referred to as  
Annexure.....*W*.....in the  
Affidavit Smt./Sri.....*K.S. Jayashankar Reddy*

Oath commissioner

**ANNEXURE-R26**

**IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
(ORIGINAL JURISDICTION)**

WRIT PETITION No: - 35569 /2019

**BETWEEN:**

M/s. NEW ARK PROJECT

PETITIONER

**AND**

COMMISSIONER, BBMP AND ANOTHER

RESPONDENTS

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SL. NO.	DESCRIPTION	ANNEXURE	PAGE NO
1.	Dates, Events and Synopsis.		01 - 06
2.	Memorandum of writ petition under article 226 and 227 of the Constitution Of India.		07 - 23
3.	Verifying Affidavit.		24
4.	Original Show cause notice bearing No: - COMM/PSR(4)/4541/2019-20, dated: 25.07.2019, issued by Respondent No.1. To the Petitioner. (Impugned Notice under challenge in this petition).	A	25 - 46
5.	Copy of the registered Joint Development agreement dated 26/03/2015, bearing Document No: - HLS-1-05909-2014-15.	B	47 - 86
6.	Copy of the order passed by Special Deputy Commissioner, Bengaluru dated 29/01/2010, bearing No: - ALN (EVH) SR 162/2009-10.	C	87 - 89
7.	Copy of the order passed by Commissioner,	D	90 - 91

	Bangalore Development Authority dated:-28/05/2010, bearing No: - BDA/NAYOSA/CLU:135/09-10/699/2010-11.		90 - 91
8.	Copy of the Khata Certificate issued by Bruhat Bengaluru Mahanagara Pailke, dated: - 30.04.2014 in favour of Sri. K.S Satish.	E	92
9.	Typed Copy of Annexure-E.		93
10.	Copy of the Khata Extract issued by Respondent No.2, dated: - 30.04.2014 in favour of Sri. K.S Satish.	F	94
11.	Typed Copy of Annexure - F		95 - 96
12.	Copy of Sanction Plan issued by Respondent No.2, dated:- 13.10.2015, bearing No: - BBMP/Addl.Dir/JDNORTH/ 0173/2015-16.	G	97
13.	Copy of Commencement certificate issued by RespondentNo.2,dated:19.09.2016,bearingNo:B BMP/Addl.Dir/JDNORTH/ LP/0173/2015- 16.	H	98 - 99
14.	Typed Copy of Annexure-H.		100 - 102
15.	Copy of No Objection Certificate issued by BSNL dated: - 18.06.2015, bearing No: - DE/SAN/BG/S-11/VOLIII/14-14/37.	J	103
16.	Copy of No Objection Certificate issued by BESCOM dated: - 22.06.2015, bearing No:- EE/HSR/AEE (0)/AE-1/15-16/461.	K	104 - 105

17.	Copy of No Objection Certificate issued by BWSSB dated: - 13.08.2015, bearing No:- BWSSB/EIC/CE(M)/ACE(M)-III/DCE(M)-I/TA(M)-III/4972/2015-16.	L	106 - 107
18.	Copy of No Objection Certificate issued by Fire Services Department dated: - 01.08.2015, bearing No:- GBC(1) 286/2015.	M	108 - 122
19.	Copy of No Objection Certificate issued by Airport Authority of India dated: - 07.07.2015, bearing No: - AAI/KIA/ATM/NOC/2071-74.	N	123 - 124
20.	Copy of Consent for establishment granted by Respondent No.2 dated: - 08.06.2016, bearing No:- PCB/220/CNP/15/H-196.	P	125 - 132
21.	Copy of the Order dated:-21.08.2018 Passed by Hon'ble N.G.T in O.A No: - 595/2018.	Q	133 - 136
22.	Copy of the Order dated:-13.11.2018 Passed by the Hon'ble Supreme Court of India in Civil Appeal No: 10661/2018.	R	137 - 139
23.	Copy of the Order dated:-14/03/2019 Passed by Hon'ble National Green Tribunal, Delhi in Review Application No. 52/2018 in O.A No:- 595/2018.	S	140 - 142
24.	Copy of show cause notice dated:- 27.04.2019, issued by the Karnataka State Pollution Control Board.	T	143 - 144.
25.	Certified Copy of the interim order passed by this Hon'ble Court in W.P No:- 21491/2019.	V	145 - 146

26.	Copy of the Reply issued by Petitioner, dated: 03.05.2019 to Respondent No.1 to show cause Notice: - dated 27/04/2019 issued by Respondent No.1 to the Petitioner.	W	147-160
27.	The Copy of the letter dated: - 15.07.2019, issued by Government of Karnataka, department of electrical Inspectorate.	X	161-162
28.	The acknowledgment issued by the Karnataka State Fire & Emergency Services, dated: - 07.08.2019.	Y	163
29.	Vakalathnama		164

PLACE: BANGALORE  
DATE: 13.08.2019

  
ADVOCATE FOR PETITIONER  
(AKASH V. T)

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IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
(ORIGINAL JURISDICTION)

WRIT PETITION No: - 35568 /2019

BETWEEN:

M/s. NEW ARK PROJECT

AND

COMMISSIONER, BBMP AND ANOTHER



DATES AND EVENTS

SL.NO.	DATE OF EVENT	DESCRIPTION
1.	29.01.2010	The Schedule Property was converted from agricultural to Hi-tech Purpose vide order passed by Special Deputy Commissioner, Bengaluru, bearing No: - ALN (EVH) SR 162/2009-10.
2.	28.05.2010	The usage of land in schedule property was changed from High-Tech purpose to Commercial purpose vide order passed by Commissioner, Bangalore Development Authority, bearing No: - BDA/GC-801/3333/2009-10.
3.	26.03.2015	The petitioner entered in to Joint Development agreement with one Mr K.S Satish for putting up construction in Schedule Property.
4.	18.06.2015	Petitioner obtained No Objection Certificate from BSNL for putting up construction in Schedule Property.
5.	22.06.2015	Petitioner obtained No Objection Certificate

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		from BESCOM for putting up construction in Schedule Property.
6.	07.07.2015	Petitioner obtained No Objection Certificate from Airport Authority of India for putting up construction in Schedule Property
7.	01.08.2015	Petitioner obtained No Objection Certificate from Fire Services Department for putting up construction in Schedule Property.
8.	13.08.2015	Petitioner obtained No Objection Certificate from BWSSB for putting up construction in Schedule Property.
9.	13.10.2015	Plan sanction issued by B.B.M.P to put up construction of Residential and commercial complex in schedule premises.
10.	08.06.2016	Petitioner obtained Consent for establishment from Respondent No.2 for putting up construction in Schedule Property.
11.	17.08.2018	Mr. Raghupathy filed an Original Application viz O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi, challenging the Consent for Establishment dated: 08.06.2016 issued by Respondent No.2 and also seeking other reliefs.
12.	21.08.2018	The said O.A No:- 595/2018 filed by Mr. Raghupathy came to be disposed off by the Hon'ble N.G.T vide Order dated: 21.08.2018.
13.	11.10.2018	The said Raghupathy filed an appeal before the Hon'ble Supreme Court of India in Civil Appeal No: - 10661/2018, challenging the Order dated: 21.08.2018 passed by the Hon'ble National Green Tribunal in O.A No: - 595/2018.
14.	13.11.2018	The Civil Appeal, in Civil Appeal No:- 10661/2018 came to be dismissed by the Hon'ble Supreme Court

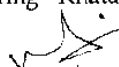
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		of India vide Order dated 13.11.2018 and also thereby granted liberty to Appellant i.e Mr. Raghupathy, to prefer a Revision before the National Green Tribunal, Delhi.
15.	14.03.2019	The order passed by Hon'ble National Green Tribunal, Delhi in Review Application No. 52/2018 in O.A No: - 595/2018.
16.	27.04.2019	The Karnataka State Pollution Control Board issued a show-cause notice to the Petitioner, during the pendency of Review Application No. 52/2018 in O.A No: - 595/2018 before the Hon'ble N.G.T.
17.	14.05.2019	This Hon'ble Court, vide interim order in W.P No:- 21491/2019, stayed the operation of the show-cause notice issued by Karnataka State Pollution Control Board.
18.	15.07.2019	Electrical Inspectorate, Government of Karnataka, granted electrical Installation to Petitioner's schedule property.
19.	25.07.2019	Impugned show cause notice at <u>Annexure-A</u> , issued by the Respondent No.1.
20.	06.08.2019	Reply issued by the Petitioner to the First Respondent.
21.	07.08.2019	The acknowledgment issued by Karnataka State Fire and Emergency Services, for request of clearance certificate.

### SYNOPSIS

The Petitioner being aggrieved by the show cause notice dated: 25.07.2019, bearing No: - COMM/PSR (4)/4541/2019-20 issued by Respondent No.1 and having no other alternative and effective remedy has preferred the present Writ Petition.

The Petitioner states that, it had entered into Joint Development Agreement dated 26.03.2015 with one Mr. K.S Satish for putting up construction in Property bearing Sy No. 76/2, bearing Khata No: 3802, situated at



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Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, Bangalore, (more fully described herein under and herein after referred to as Schedule Property).

The Petitioner submits that, the Schedule Property was converted from agricultural to high-tech purpose vide order dated: 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 passed by Special Deputy Commissioner, Bengaluru. Pursuant to order of conversion dated: - 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 issued by Special Deputy Commissioner, Bengaluru, the B.B.M.P has issued Khata in the name of Sri. K.S Satish.

The Petitioner submits that, pursuant to Joint Development Agreement dated:- 26.03.2015, Petitioner had obtained necessary Sanction Plan and Commencement Certificate from Respondent No.2 for putting up construction of both residential units and commercial units in Schedule Property. The Respondent No.2 in the sanction plan and commencement certificate has accorded permission to put construction of residential and commercial complex building having 72 residential units and commercial complex comprising of Basement + Ground + 8 Upper Floors in the Schedule Property. The Petitioner has also obtained No Objection Certificate from various statutory authorities, they are produced as Annexure-J To N.

The Petitioner states that, it had also obtained Consent for Establishment from Karnataka State Pollution Control Board vide order dated: 08.06.2016. The Petitioner submits that, Mr. Raghupathy, an absolute stranger to Schedule property, having no right/title interest over the schedule property and having no locus standi, acting at the instance of person inimical to the interests of Petitioner herein, filed an Original Application viz O.A No:- 595/2018 before



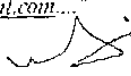
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the Hon'ble National Green Tribunal, Delhi, challenging the Consent for Establishment dated: 08.06.2016 issued by Karnataka State Pollution Control Board (ANNEXURE-P ) and also seeking other reliefs. The said Original Application came to be disposed off vide order dated: 21.08.2018.

The Petitioner states that the said Mr. Raghupathy filed an appeal before the Hon'ble Supreme Court of India in Civil Appeal No: - 10661/2018, challenging the order dated: 21.08.2018 passed by the Hon'ble National Green Tribunal in O.A No: - 595/2018. The Civil Appeal came to be dismissed by the Hon'ble Supreme Court of India vide Order dated 13.11.2018 and also thereby granted liberty to Appellant i.e. Mr. Raghupathy, to prefer a Revision before the National Green Tribunal, Delhi.

The Petitioner submits that, pursuant to dismissal of Civil Appeal No: - 10661/2018 by the Hon'ble Supreme Court of India, Mr. Raghupathy filed a Revision Application No. 52/2018 in O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi. The Hon'ble National Green Tribunal, Delhi passed an order dated 14.03.2019 in Review Application No. 52/2018. The relevant portion of the order is extracted below:-

*".....Before considering the issue raised in the Review Application with regard to violation of provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone, we are of the view that it is necessary to obtain an expert report on the subject from a Committee comprising representatives of Ministry of Environment, Forests and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), Central Ground Water Authority (CGWA), Bruhat Bengaluru Mahanagara Palike (BBMP) and KSPCB. The KSPCB will be the nodal agency for coordination and compliance. Report may be furnished to this Tribunal within two months by e-mail at [ngt.filing@gmail.com](mailto:ngt.filing@gmail.com)...."*



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To the shock and surprise of the Petitioner, the Respondent No. 1 issued a show cause notice dated 25.07.2019 i.e., after three years from the date of granting Plan sanction and commencement certificate, the Respondent No.1 vide show-cause notice dated:-25.07.2019, bearing No: - **COMM/PSR(4)/4541/2019-20** has intended to initiate the below mentioned action against the Petitioner within three days:-

- I. Stop violation of section 310 of KMC Act, 1976.
- II. Stop all types of constructions/constructions activities.

The Petitioner submits a similar show-cause notice was issued to it from Karnataka State Pollution Control Board, vide letter dated:- 27.04.2019, bearing No:- KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45, the operation of the said show cause notice same came to be stayed by this Hon'ble Court, in W.P No:- 21491/2019, in view of the fact that the matter was caesed of the Hon'ble N.G.T in O.A No:- 595/2018

It is submitted that, altho'gh the nomenclature of the impugned notice issued at Annexure-A, is termed as "Show-Cause Notice," the said impugned notice is issued in the form of a final order. The commissioner in the form of "Show-cause notice," passes an order restraining the Petitioner from putting up construction, without providing an opportunity, and the same is violative of principle of natural justice and hence, the impugned notice is liable to be quashed/set aside.

PLACE: BANGALORE

DATE: 13.08.2019

  
ADVOCATE FOR PETITIONER  
(AKASH. V. T)

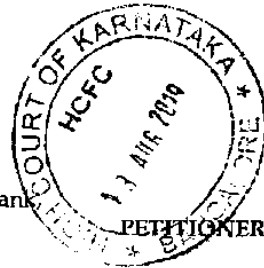
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IN THE HIGH COURT OF KARNATAKA AT BANGALORE  
(ORIGINAL JURISDICTION)

WRIT PETITION No: - 35868 / 2019

**BETWEEN:**

- 1) **M/s. NEW ARK PROJECT**  
A registered Partnership Firm,  
Represented by its Partner,  
Sri. K.S Jagadeesh Reddy,  
S/o Late K. Srinivas Reddy,  
Aged about 52years,  
Having office at No. 76/2 of,  
Kasavanhalli Main Road, Near Karnataka Bank  
Sarjapur Road, Bengaluru-560035



**AND**

- 1) **COMMISSIONER,**  
Bruhat Bangalore Mahanagara Palike,  
Having its Office at Narasimha Raja Square,  
Bengaluru-560002.
- 2) **BRUHAT BANGALORE MAHANAGARA PALIKE,**  
Represented by its Commissioner,  
Having its Office its Narasimha Raja Square,  
Bengaluru-560002.

- 3) *Mr. B. Raghupathay*  
*Son of Srinivas Reddy*  
*Aged 53 years, Plot No. 27, 4th Cross*  
*24th Cross Road, MSR Layout, Bengaluru-560102.*

RESPONDENTS

**MEMORANDUM OF WRIT PETITION UNDER ARTICLE 226 AND**  
**227 OF THE CONSTITUTION OF INDIA**

The Petitioner most respectfully submits as follows-

1. The addresses of the Petitioner for the service of summons, notice, etc of this Hon'ble Court is as stated in the cause title above and also that of its counsel, Mr. AKASH V.T, M/s Sanmarga Law Chambers, No. 71/2, 18th cross, 2nd Floor, 1st Block, Rajainagar, Bangalore-560010.
2. The addresses of the Respondents for the same purposes are as stated in the cause title above.
3. The Petitioner being aggrieved by the show cause notice dated: 25.07.2019, bearing No: - COMM/PSR (4)/4541/2019-20 issued by

*AKASH V.T*  
*KAR 825/14*  
*Advocate for*  
*Petitioner*

*Amendment carried*  
*out as per Court*

*order*  
*dated: 24/9/19*  
*03/10/19*


*[Signature]*

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Respondent No.1 and having no other alternative and effective remedy has preferred the present Writ Petition. A copy of the said notice issued by Respondent No.1 is produced herewith and marked as ANNEXURE - A.

4. The Petitioner states that, it had entered into Joint Development Agreement dated 26.03.2015 with one Mr. K.S Satish for putting up construction in Property bearing Sy No. 76/2, bearing Khata No: 3802, situated at Kasavanahalli Village, Varthur Hobli, Bengaluru East Taluk, Bangalore, (more fully described herein under and herein after referred to as Schedule Property). A copy of the Joint Development Agreement dated: 26.03.2015, bearing Document No: - HLS-1-05909-2014-15, in C.D No: - HLSD114, registered in the office of Sub-Registrar, Ulsoor is produced herewith and marked as ANNEXURE-B.

5. The Petitioner submits that, the Schedule Property was converted from agricultural to high-tech purpose vide order dated: 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 passed by Special Deputy Commissioner, Bengaluru. A copy of the Conversion order dated: 29.10.2010 passed by the Special Deputy Commissioner, Bengaluru is produced herewith and marked as ANNEXURE-C. The Petitioner further states that, the usage of land in schedule property was further changed from High-Tech purpose to Commercial purpose vide order dated: 28.05.2010, bearing No: - BDA/NAYOSA/CLU: 135/09-10/699/2010-11 passed by Commissioner, Bangalore Development Authority. A copy of the order dated: 28.05.2010 passed by Commissioner, Bengaluru Development Authority, is produced



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herewith and marked as ANNEXURE-D. Pursuant to order of conversion dated: - 29.01.2010, bearing No: - ALN (EVH) SR 162/2009-10 issued by Special Deputy Commissioner, Bengaluru, the B.B.M.P has issued Khata in the name of Sri. K.S Satish. A copy of Khata Certificate, dated: - 30.04.2014 and Khata Extract, dated:- 30.04.2014 issued by B.B.M.P are produced herewith and marked as ANNEXURES-E and F respectively.

6. The Petitioner submits that, pursuant to Joint Development Agreement dated:- 26.03.2015, Petitioner had obtained necessary Sanction Plan and Commencement Certificate from Respondent No.2 for putting up construction of both residential units and commercial units in Schedule Property. The Respondent No.2 in the sanction plan and commencement certificate has accorded permission to put construction of residential and commercial complex building having 72 residential units and commercial complex comprising of Basement + Ground + 8 Upper Floors in the Schedule Property. A copy of the sanction plan dated: - 13.10.2015, bearing No:- BBMP/Addl.Dir/JDNORTH/0173/2015-16 and commencement certificate dated:-19.09.2016, bearing No:- BBMP/Addl.Dir/JDNORTH/ LP/0173/2015-16 issued by Respondent No.2 are produced herewith and marked as ANNEXURE-G and H respectively.

7. The Petitioner submits that, the Petitioner has also obtained "No Objection Certificates," from various authorities, before commencing construction in the Schedule Property as detailed herein below:-



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- i) No Objection Certificate issued by BSNL dated: 18.06.2015, bearing No: - DE/ SAN/ BG/ S-11/ VOL III/ 14-15/ 37.
- ii) No Objection Certificate issued by BESCOM dated: 22.06.2015, bearing No: - EE/HSR/AEE (0)/ AE-1/15-16/461.
- iii) No Objection Certificate issued by BWSSB dated: 13.08.2015, bearing No: - BWSSB/ EIC/ CE (M)/ ACE (M)-III/ DCE (M)-I/TA (M)-III/4972/2015-16.
- iv) No Objection Certificate issued by Fire Services Department dated: 01.08.2015, bearing No: - GBC (I) 286/2015.
- v) No Objection Certificate issued by Airport Authority of India dated: 07.07.2015, bearing No:- AAI/ KIA/ ATM/ NOC/ 2071-74.

The copies of No Objection Certificate issued by the aforesaid authorities are produced herewith and marked as ANNEXURES- J to N respectively.

8. The Petitioner states that, it had also obtained Consent for Establishment from Karnataka State Pollution Control Board vide order dated: 08.06.2016. The copy of the consent granted by Karnataka State Pollution Control Board, dated: - 08.06.2016, bearing No: - PCB/220/CNP/15/H-196 to put up construction in Schedule Property are produced herewith and marked as ANNEXURES- P.
9. The Petitioner submits that, Mr. Raghupathy, an absolute stranger to Schedule property, having no right/title interest over the schedule property and having no locus standi, acting at the instance of person inimical to the interests of Petitioner herein,



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filed an Original Application viz O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi, challenging the Consent for Establishment dated: 08.06.2016 issued by Karnataka State Pollution Control Board (ANNEXURE-P ) and also seeking other reliefs. The said Original Application came to be disposed off vide order dated: 21.08.2018. A copy of the Order dated 21.08.2018 passed by the Hon'ble National Green Tribunal, Delhi in O.A No: - 595/2018 is produced herewith and marked as ANNEXURE-Q. The operative portion of the Order passed by the Hon'ble National Green Tribunal in O.A No:- 595/2018 is as follows:-

*".....However, we leave it open to the applicant to approach the concerned authority for his grievance in accordance with law. If the applicant approaches the concerned authority, the said authority may pass an order within one month and convey the same to the applicant....."*

10. The Petitioner states that the said Mr. Raghupathy filed an appeal before the Hon'ble Supreme Court of India in Civil Appeal No: - 10661/2018, challenging the order dated: 21.08.2018 passed by the Hon'ble National Green Tribunal in O.A No: - 595/2018. The Civil Appeal came to be dismissed by the Hon'ble Supreme Court of India vide Order dated 13.11.2018 and also thereby granted liberty to Appellant i.e. Mr. Raghupathy, to prefer a Revision before the National Green Tribunal, Delhi. The copy of the order dated 13.11.2018 passed by the Hon'ble Supreme Court of India in Civil Appeal No: - 10661/2018 is produced herewith and marked as ANNEXURE-R.



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11. The Petitioner submits that, pursuant to dismissal of Civil Appeal No: - 10661/2018 by the Hon'ble Supreme Court of India, Mr. Raghupathy filed a Revision Application No. 52/2018 in O.A No:- 595/2018 before the Hon'ble National Green Tribunal, Delhi. The Hon'ble National Green Tribunal, Delhi passed an order dated 14.03.2019 in Review Application No. 52/2018. The copy of the order dated: 14.03.2019 passed by Hon'ble N.G.T in Review Application No: - 52/2018 is produced herewith and marked as **Annexure-S**. The relevant portion of the order is extracted below:-

*".....Before considering the issue raised in the Review Application with regard to violation of provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EIA clearance notification requirement and buffer zone, we are of the view that it is necessary to obtain an expert report on the subject from a Committee comprising representatives of Ministry of Environment, Forests and Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), Central Ground Water Authority (CGWA), Bruhat Bengaluru Mahanagara Palike (BBMP) and KSPCB. The KSPCB will be the nodal agency for coordination and compliance. Report may be furnished to this Tribunal within two months by e-mail at [ngt.filing@gmail.com](mailto:ngt.filing@gmail.com)...."*

12. To the shock and surprise of the Petitioner, the Respondent No. 1 issued a show cause notice dated 25.07.2019 i.e., after three years from the date of granting Plan sanction and commencement certificate, the Respondent No.1 vide show-cause notice dated:- 25.07.2019, bearing No: - **COMM/PSR(4)/4541/2019-20** has



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*intended to initiate the below mentioned action against the  
Petitioner within three days:-*

- I. *Stop violation of section 310 of KMC Act, 1976.*
- II. *Stop all types of constructions/constructions activities.*

13. The Petitioner states that Respondent No.1 in their show-cause notice falsely claims that an inspection was conducted in the Petitioner's Schedule Property on 25.04.2019. However no intimation/notice was issued to the Petitioner about the alleged Inspection claimed to have been conducted. Although the show cause notice was dated: - 25.07.2019, the same was received by the office staff of Petitioner on 03.08.2019.

14. The Petitioner submits a similar show-cause notice was issued to it from Karnataka State Pollution Control Board, vide letter dated:- 27.04.2019, bearing No:- KSPCB/RO-BOM/EO/DEO/AEO-2/2019-20/45, the operation of the said show cause notice same came to be stayed by this Hon'ble Court, in W.P No:- 21491/2019. The show cause notice dated:- 27.04.2019, issued by the Karnataka State Pollution Control Board is produced herewith and marked as Annexure-T and the interim order passed by this Hon'ble Court in W.P No:- 21491/2019 is produced herewith and marked as Annexure-V.

15. The Petitioner with abundant caution has issued reply to the Respondent No.1 to show-cause notice issued by the Respondent No.1 dated 25.07.2019. The copy of the said reply issued to Respondent No.1 is produced herewith as ANNEXURES-W.



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16. The Petitioner submits that, the major construction work is completed and certain minor interior works are being carried out in the Schedule property, the Petitioner pursuant to completion of the major construction work, has also obtained permission for electrical installations from the Government of Karnataka, department of electrical Inspectorate, vide letter dated: - 15.07.2019, and the copy of the same is produced herewith and marked as ANNEXURE-X.

17. The Petitioner submits that, in order to obtain occupancy certificate from the Respondent No.2, the Petitioner has to obtain clearance certificate from the Karnataka State Fire & Emergency Services, as per 5.6.2 of BBMP Bye Laws, 2003. The Petitioner submits that, he has applied for clearance certificate from the Department of Karnataka State Fire & Emergency Services, the said application is pending for consideration. The acknowledgment issued by the Karnataka State Fire & Emergency Services, dated: - 07.08.2019 is produced herewith as Annexure-Y.

18. The Respondents are amenable to the Writ jurisdiction of this Hon'ble Court. There are no other proceedings pending in any other Court/s Courts with respect to the same cause of action between the parties apart from those disclosed in the present writ petition. The Petitioner has no other alternative remedy before any other Court/Tribunal.

#### GROUNDS

19. That the impugned show-cause notice dated: - 25/7/2019 issued by the Respondent No.1 is illegal, arbitrary, contrary to the provisions of law and principles of Natural Justice and passed



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without any authority/jurisdiction. Hence the same is liable to be set aside.

20. It is submitted that, although the nomenclature of the impugned notice issued at Annexure-A, is termed as "Show-Cause Notice," the said impugned notice is issued in the form of a final order. The commissioner in the form of "Show-Cause, 'notice passes an order restraining the Petitioner from putting up construction, without providing an opportunity, and the same is violative of principle of natural justice and hence, the impugned notice is liable to be quashed/set aside.


21. On perusal of the impugned show-cause notice dated: ~ 25/7/2019, it is forthcoming that, the allegations made by Sri. Raghupathy, vide his letter dated: - 13.05.2019, is extracted as it is and the show-cause notice at his instance of Sri. Raghupathy is issued to this Petitioner. The show cause notice issued to the Petitioner suffers from non-application of mind and the same is vague and hence the same is liable to be quashed.

22. It is relevant to point out that, the Respondent in the show-cause notice, does not specify as to what condition is violated/not complied by the Petitioner. The Respondent No.1 in the show-cause notice, does not also state as to how the conditions mentioned in the impugned show-cause notice is violated/not complied.



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23. The Respondent No.1, before issuance of the show-cause notice, dated: - 25.07.2019, ought to have verified the allegations made by Raghupathy against this Petitioner. The Respondent No.1, without verifying the allegations of Raghupathy, has issued the impugned show-cause notice at the behest of Sri. Raghupathy.
24. The Respondent No.1, before issuance of the impugned show cause notice, ought to have verified the locus standi of Sri. Raghupathy, since he has no right/title/interest in the project constructed by this Petitioner. Sri. Raghupathy, who is an utter stranger to the Schedule property, and who is actively engaged by certain persons, to create frivolous litigation, which is inimical to the interest of the landlord.
25. The Petitioner has obtained a valid sanction plan for putting up construction, from the Respondent authority, vide Annexure- G. The Petitioner as per 5.6.1(c) of BBMP Building bye-law is required to obtain permission if the construction is not completed within 5years. Admittedly in the aforesaid Project, the major construction work is completed, and minor interior work is being carried on in the Schedule property. The Respondent No.1 has no authority until completion of 5years, to stay the construction work in the Petitioner Project.
26. The Respondent No.2 has sanctioned building plan, in accordance with law, there is no misrepresentation or concealment of information to obtain sanction plan by this Petitioner. The allegation of concealment or misrepresentation of facts in the



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sanction plan is false and the Respondent No.1 authority, without ascertaining the true facts, has issued the impugned show cause notice at the instance of Sri. Raghupathy.

27. The competent authority to adjudicate, the violation as per section 25 of Water Act, is Karnataka State Pollution control Board, and it is relevant to point out that, they are also one of the authorities in the joint committee constituted by the Hon'ble N.G.T in O.A No:- 595/2018.

28. There is no violation of section 300 of K.M.C Act, since the Petitioners have obtained commencement certificate, which is produced as Annexure-H. The Respondent No.1, without ascertaining the true facts, has issued this notice, only on the basis of the representation/letter addressed by Sri. Raghupathy.

29. It is submitted that, the Respondent No.1 is not the competent authority to adjudicate the aspect of the legality of the order of conversion, passed by the B.D.A commissioner, vide Annexure-D. The Petitioner has not violated any conditions in the sanctioned plan, and the construction put up by the Petitioner, is in accordance with the sanctioned plan and there is no deviation in construction of the building put up by the Petitioner.

30. The Petitioner has not violated section 505 of K.M.C Act, and the Petitioner has also not violated safety norms, issued by the State of Karnataka, the show-cause notice does not refer to any act committed by the Petitioner which is in violation of section 505 of



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K.M.C Act. The show-cause notice merely makes an allegation that the Petitioner has violated section 505 of K.M.C act, which is impermissible in law and the same is liable to be set aside.

31. The B.B.M.P has permitted the Petitioner to put construction in schedule property, for Achieved Built up Area of 12990.48 square meters, out of which the commercial establishment/built up area is 473.31 square meters and the residential F.A.R is 8645.23 square meters. After issuing the plan sanction and commencement certificate in favor of the Petitioner, now the Respondent No.1, without application of mind has issued the impugned show cause notice, only based on the representation made by Sri. Raghupathy, which is impermissible in law.

32. It is submitted that, the question of violation of C.F.E (consent for establishment) granted by the Karnataka State Pollution Control Board, vide Annexure-P, is pending for consideration before the Hon'ble National Green Tribunal in Review Application No: - 52/2018, as such the impugned notice issued by the Respondent No.1, is virtually a decision rendered on the subject matter that is pending for the adjudication before the Hon'ble National Green Tribunal.

33. The Hon'ble National Green Tribunal, Delhi in Review Application No: - 52/2018, vide order dated:- 14.03.2019, had directed the Respondent No.2 to submit a report within two months from the date of order. However, without complying with the said order of the Tribunal i.e., before submitting the Report to



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the Hon'ble National Green Tribunal, the 1<sup>st</sup> Respondent has proceeded to initiate unlawful action vide show-cause notice, dated:- 25.07.2019, at Annexure-A, against the Petitioner. The same is illegal and arbitrary and hence the show-cause notice issued by Respondent No.1 is liable to be set aside.

34. The Petitioner submits that, the impugned Notice at Annexure A is issued by the Respondent, without bringing it to the notice of the Petitioner, the violations alleged to have been committed by the Petitioner. Therefore, the issuance of impugned notice to the Petitioner, without issuing notice regarding the alleged violation and providing reasonable time/opportunity to rectify the defects alleged to have been committed by the Petitioner, is arbitrary and the same is in contradiction to the provision of section 300 of K.M.C Act.

35. That the impugned notice dated: - 25.07.2019 issued by Respondent No.2 refers to Joint Inspection of the Petitioner's project allegedly claimed to have been conducted by the Respondents on 25.04.2019. However the Respondents have not issued notice to the Petitioner before conducting the said inspection which is in utter violation of the

36. The Respondent No.1 has arbitrarily directed to file reply within a period of 3 days from the date of receipt of show-cause notice, regarding the alleged violations, the same is unreasonable,



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arbitrary and establishes the malafide motive behind which the impugned notice issued.

37. The Respondent No.1 instead of complying with the order passed by Hon'ble National Green Tribunal, Delhi in Review Application No: - 52/2018, has proceeded to initiate action against this Petitioner during the pendency of said proceedings. In view of the fact that the matter is pending before the Hon'ble National Green Tribunal, the alleged inspection was conducted in pursuance of the order of the Hon'ble National Green Tribunal, the show-cause notice issued by the Respondent No.1 in pursuance of the said inspection is bad in law and the same deserves to be quashed.

38. The Petitioner has obtained sanctioned plan from the B.B.M.P on 13/10/2015, and pursuant to sanction plan granted by B.B.M.P, the Respondent No.2 has granted consent for establishment to Petitioner. The permission to construct commercial building in Schedule Property is forthcoming in the sanction plan granted by B.B.M.P. Therefore, the very contention raised by the Respondent No.1, in the impugned notice, that the consent was not obtained to put up commercial building in the schedule property is without considering the sanction plan and commencement certificate issued by Respondent No.2 and the said action is unilateral, without application of mind.

39. The Petitioner submits that, the Petitioner has put up construction in accordance with the sanction plan issued by B.B.M.P, and also





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the above Writ Petition, the impugned notice issued by the Respondent deserves to be stayed.

43. It is submitted that, if the Respondents are not restrained from taking any further course of action pursuant to the Impugned Notice at **Annexure A**, the Writ petition itself becomes infructuous and the Petitioner would be put to undue hardship and irreparable loss.

**PRAYER**

**WHEREFORE**, the Petitioner prays that this Hon'ble Court be pleased to:

(a) Quash the Impugned Notice **dated: 25.07.2019**, bearing No: - **COMM/PSR (4)/4541/2019-20** issued by Respondent No.1 at **Annexure-A**.

(b) Grant such other relief/s as this Hon'ble Court deems fit under the circumstances of the case in the interest of justice and equity.

**INTERIM PRAYER**

The Petitioner most respectfully prays that during the pendency of the above Writ Petition this Hon'ble Court may be pleased to direct the Respondent Nos. 1 and 2 to restrain from initiating any action/proceedings in pursuance of Impugned Notice **dated: 25.07.2019**, bearing No: - **COMM/PSR(4)/4541/2019-20** issued by Respondent No.1 at Annexure-A.



**23****SCHEDULE PROPERTY**

All that piece and parcel of the immovable property bearing Sy No. 76/2, BBMP Khata No. 3802/Sy No.76/2, measuring 1 acre 04 guntas, situated at Kasavanahalli village, Varthur hobli, Bengaluru East taluk, Bengaluru-560035 and bounded on:-

East by: - Road

West by: - Sy No. 74

North by: - Road

South By: - Sy No. 76/1

**BANGALORE**

**DATE: 13.08.2019**

**ADDRESS FOR SERVICE:**

**AKASH V. T**

**ADVOCATE**

**Sanmarga Law Chambers,**

**No. 71/2, 18<sup>th</sup> cross, 2<sup>nd</sup> Floor,**

**1<sup>st</sup> Block, Rajainagar, Bengaluru-560010**



**ADVOCATE FOR PETITIONER  
(AKASH V.T)**

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## IN THE HIGH COURT OF KARNATAKA AT BENGALURU

W.P. 35868 /2019

BETWEEN

M/s. NEW ARK PROJECT

PETITIONER

AND

COMMISSIONER, BBMP AND ANOTHER

RESPONDENT

VERIFYING AFFIDAVIT

I, K.S Jagdeesh Reddy, S/o Late K. Srinivas Reddy, Aged about 52years, Partner of M/s New Ark Project, having office at No.78/2, Kasavanhalli, Carmalaram Post, Bengaluru-560037, do hereby solemnly affirm on oath and state as follows:-

1. I am the petitioner in the above matter, I know the facts of the case. I am swearing to this affidavit verifying the Petition.
2. I state that the averments made in Para No.1 to 4<sup>3</sup> of the petition are true and correct to the best of my knowledge and information and I believe them to be true.
3. The documents produced at Annexure B to T, W to Y produced along with the Petition are true copies of the originals. Annexure-A of this Writ Petition is the original copy and Annexure-V is the certified copy.

I, the deponent, do hereby verify that all that is stated hereinabove is true to the best of my knowledge, information and belief.

IDENTIFIED BY ME



ADVOCATE  
BENGALURU

DATE: 13.08.2019

For NEW ARK PROJECT

Partner

Solemnly DEPONENT

the 13<sup>th</sup> of August 2019

Place: Bengaluru

Sl: No. 20142019-27

RAGS

Address: No. 13, Street  
Halasuru, Bengaluru.

NO OF CORRECTIONS: 1

**VAKALATNAMA**  
**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH**  
**AT NEW DELHI**  
**Original Application No. 595/2018**

**IN THE MATTER OF:**  
**B. RAGHUPATHY**

**...APPLICANT**

**VERSUS**

**UNION OF INDIA & ORS**

**...RESPONDENTS**

KNOW ALL to whom these present shall come that I, Nishanth Reddy J, aged major, Partner of M/s. New ARK Project R/o. 76/2, of Kasavanhalli Mani Road, Near Karnataka Bank, Sarjapur Road, Bangalore Karnataka- 560035, the **Respondent No. 12** in the above noted case, do hereby appoint and retain:

**Mr. SAKET GOGIA,**  
**Ms. GAURI PANDE, Mr. MAN SINGH, Ms. SHEETAL MAGGON**  
**M/s LAWTTITUDE**  
**ADVOCATES & SOLICITORS**  
**1, BIRBAL ROAD, JANGPURA EXTN., NEW DELHI - 110 014**  
[saketgogia@lawttitude.com](mailto:saketgogia@lawttitude.com) / **97390 46560**

(herein after called as advocate/s) to be my /our advocate in the above -noted case and authorised him:-

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to Payment of fees separately for each court payable by me /us.

To sign, file verify and present pleadings, appeals, cross-objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as which may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and / or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

To deposit, draw and receive money, cheques cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the courts of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on my / our behalf.

And I /We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my / our own acts, as if done by me / us to all intents and purposes.

And I/we undertake that I /we or my / our duly authorised agent would appear in the Court on all hearing and will inform the Advocate for appearance when the case is called.

And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

And I/we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me /us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I /we hereby agree that once the fee is paid I /we will not be entitled for the refund of the same in any case whatsoever. If the case prolongs for more than 3 years the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years, or part thereof.

**IN WITNESS WHERE OF** I/we do hereunto set my/our hand to these presents, the contents of which have been understood by me /us on this **10 Day of Sept.**, 2025

Accepted subject to the terms of the fees.

Advocates

Saket Gogia  
D/1664/2017

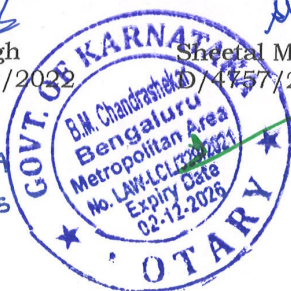
Gauri Pande  
D/11553/2022

Man Singh  
D/11419/2022

Sheetal Maggon  
D/11457/2023

Nishanth Reddy J  
(Respondent No. 11)  
(Partner of M/s New ARK)

D. Meena  
DEEPESH MEENA  
MP/5519/2025



**ATTESTED BY ME**

For Newark Projects

**B.M. CHANDRASHEKAR** Authorised Signatory  
 Advocate & Notary Public  
 # 47, B.D.A. Complex, Koramangala,  
 BANGALORE - 560 034.





Office Saket &lt;office.saket@lawttitude.com&gt;

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**OA 595 of 2018 "B Raghupathy Vs. Union of India & Ora."**

1 message

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**Office Saket** <office.saket@lawttitude.com>  
To: litigation@dclawchambers.com

15 September 2025 at 12:41

Dear Sir,

Kindly find the herein below mentioned PDF of the Reply on behalf of the Respondent No. 12 in the above captioned matter.

Kindly acknowledge the receipt of the same.

--

**Thanks & Regards**  
**Saket Gogia**  
**M/s. Law'ttitude,**  
**# 1, Birbal Road,**  
**Jangpura Extention,**  
**New Delhi 110 014.**

**Reply by New Ark R12 OA 595 of 2018.pdf**  
12604K