

Filed On: 12/04/2021

**BEFORE THE NATIONAL GREEN TRIBUNAL SITTING AT CHENNAI
MEMORANDUM OF APPLICATION**

O.A. No.159 of 2020

Between:

K.K.Muhammed Iqbal : Applicant

And

Kerala Coastal Zone Management Authority : Respondents
and Others

REPLY AFFIDAVIT FILED BY THE 9TH RESPONDENT

P.K.IBRAHIM (K/215B/1982)

Counsel for the 9th Respondent

**BEFORE THE NATIONAL GREEN TRIBUNAL SITTING AT CHENNAI
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Dated this the 9th day of April, 2021



P.K.IBRAHIM

COUNSEL FOR THE 9TH RESPONDENT

**BEFORE THE NATIONAL GREEN TRIBUNAL SITTING AT CHENNAI
MEMORANDUM OF APPLICATION**

O.A. No.159 of 2020

Between:

K.K.Muhammed Iqbal : Applicant

And

Kerala Coastal Zone Management Authority : Respondents
and Others

REPLY AFFIDAVIT FILED BY THE 9TH RESPONDENT

I, M/s. Alliance Marine Products, Industrial Development Area, Edayar, Binanipuram P.O., Ernakulam, Pin 683 502 represented by its Managing Partner, Abdul Latheef K.K., Age 49, S/o. Kochunni, Kulangarathottathil House, South Vellarappilly P.O., Sreemoolanagaram, Ernakulam, Pin 683 580, do hereby solemnly affirm and declare as under:

1. That I am the Managing Partner of the Partnership firm M/s. Alliance Marine Products and authorized to represent respondent No.9. I am conversant with the facts and circumstance of the above case and am thereby competent to dispose as under.
2. That the contents of the Application, unless specifically admitted are hereby denied to the extent they are inconsistent with submissions made hereinafter.
3. The applicant has filed the above O.A. seeking a declaration that the Pollution Control Board is not empowered to issue consent to set up an industry in CRZ area. This prayer, without challenging the order constituting the Pollution Control Board with powers to issue consent for setting up of



industrial Units under Water (Prevention and Control of Pollution) Act, 1974, Sec. 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Environmental (Protection) Act, 1986, is not maintainable. Further such reliefs, even if granted can have only prospective operation and therefore cannot in any manner affect the functioning of the 9th respondent or for that matter even other existing units which have come up with consent of the competent authorities.

4. The above O.A. is not maintainable either in law or on facts. It is filed without any bonafides. The above O.A is an act of vengeance and intended to settle personal score. The unit of the 9th respondent is in the industrial estate area known as Eloor-Edayar Industrial Estate, which spread on either side of the Periyar River in its lower stretches. Applicant is a resident of Eloor Municipality. The industries in Eloor belt have also set up close to the river Periyar but the applicant has not chosen to challenge the establishment of these units alleging violation of CRZ notification, 2011. The applicant has targeted this respondent out of personal enmity that caused on account of this respondent's refusal to meet his illegal demand. Applicant has been after the life of this respondent for his failure to oblige him by meeting his illegal demand. Applicant has targeted this respondent and sought relief against this respondent only which itself expose the malafide intention of the applicant. The above O.A. lacks bonafides. It is an act of vengeance and an abuse of the process of this Forum. The above O.A. is liable to be dismissed with cost.

5. It is submitted that 1.8-acre land in Edayar Industrial development Area comprised in Survey No: 57/2, 57/3 and 57/4 of Kadungalloor village was earlier allotted to M/s Alliance block rubber vide Government Order dated 09.12.2009. However, the land was lying unutilized for industrial purpose. M/s Alliance Marine products approached the State Government



with a request to transfer the said land, namely 1.8 Acres land along with the existing factory building, and Power connection in Edayar Industrial development Area comprised in Survey No: 57/2, 57/3 and 57/4 of Kadungalloor village, for manufacturing fish meal & fish oil extraction and slaughter waste processing including chicken waste with an intention to manufacture chicken feather oil & chicken meal. The Director of Industries vide his letter dated 02.07.2018 recommended the application for transfer. Accordingly, the State government by G.O.(MS)No.303/2018/RD dated 16.08.2018 was pleased to transfer and allot 1.8 acres of land comprised in survey no. 57/2, 57/3 and 57/4 of Kadungalloor village in favor of the 9th respondent for establishing a unit for producing fish meal and chicken meal under Rule 9 of the Kerala allotment of Government lands in development areas on hire purchase for industrial purpose Rules 1969. The allotment was made subject to conditions inter alia that the land should be used only for the purpose for which it is allotted, namely for production of fish meal and chicken meal and that the work connect with the said purpose should commence within a period of one year from the date of issue of 'Patta'. True copy of the order of assignment of land in the prescribed form is produced herewith and marked for reference as **Annexure-R9(a)**. Pursuant to Annexure-R9(a), the Tahsildar, North Paravur issued 'Patta' No: 36281 vide proceedings No: B1/9222/2018 dated 19.03.2019 subject to the following among other conditions:

1. That the land assigned shall be heritable and shall not be alienated or encumbered without the prior permission in writing of the government.
2. That the land assigned shall be used only for "Manufacturing of fishmeal and chicken meal".



3. That the work connected with the above purposes shall commence within a period of 1 year from the date of issue of Patta.
4. That the registry shall be liable to be cancelled for contravention of conditions 1 and 2 above and also for conditions specified in the Patta.

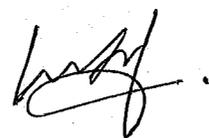
True copy of the 'Patta' issued in the prescribed form is produced herewith and marked for reference as **Annexure-R9(b)**.

6. As per the procedure for setting up of an industrial unit in an industrial development area, the building permit from the local body is not required. However, consent to establish as required under Sec. 25 of Water (Prevention and Control of Pollution) Act, 1974, Sec. 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Environmental (Protection) Act, 1986 has to be obtained from the State Pollution Control Board. Accordingly, this respondent made an application in the prescribed format seeking integrated consent to establish an industrial unit in the name and style of "M/s. Alliance Marine Products" in the Industrial Development Area at Edayar for the processing of the slaughter waste Fish meal, chicken meal, fish oil, chicken oil etc. The application was submitted on 30.01.2019 remitting Rs.3,37,500/- (Three Lakhs Thirty-Seven Thousand and Five hundred) as fee against the integrated consent to establish (ICE). True copy of the online payment receipt issued against the remittance of fee of Rs.3,37,500/- for integrated consent to establish is produced herewith and marked as **Annexure-R9(c)**. In addition to the fee for integrated consent to establish, the State Pollution Control Board insisted for a security deposit in the form of Bank guarantee of Rs.2 lakhs for a period of 5 years as an assurance to guaranteed performance of the effluent treatment system, and air pollution control devices. In addition, Kerala State pollution control



board had insisted for the submission of annual Maintenance contract (AMC) from an approved environmental consultancy for the assurance of the performance of the pollution control devices. Accordingly, the respondent had executed a bank guarantee for Rs.2 lakhs which is valid from 10.07.2019 to 09.07.2024. True copy of the Bank Guarantee executed by this respondent in favour of the Kerala State Pollution Control Board is produced herewith and marked for reference as **Annexure-R9(d)**.

7. The application form contained the site plan showing all the structures, water bodies, roads within 100 meter radius, the location of building plan, equipment locations, Effluent Treatment plant, biofilter and all accessories, distance from the river to these Units. The site inspection was conducted by the offices of the Pollution Control Board. As per the procedure, the application of industries in red and orange categories is required to be placed before the expert committee constituted for evaluation of consent applications with powers to recommend/reject the applications received for consent to establish. This procedure is in vogue since April, 2012. Accordingly, the application of this respondent was placed before the expert committee for evaluation of consent from environmental aspects. The Expert committee comprising five-member expert panel headed by Dr. G. Madhu, Professor, School of Engineering, Cochin University of Science and Technology as its Chairman evaluated the application and directed to install more stringent pollution control measures like Dissolved Air Flotation (DAF) and ultra-Filtration (UF). Incorporating all the control measures suggested by the expert committee, the file was forwarded to office of the Chairman, Kerala State Pollution Control Department for further decision. On their recommendation, the integrated consent to establish was issued on 26.07.2019. True copy of the order granting consent to establish as required under Sec. 25 of Water (Prevention and Control of Pollution) Act, 1974, Sec.



21 of the Air (Prevention and Control of Pollution) Act, 1981 and Environmental (Protection) Act, 1986 is produced herewith and marked for reference as **Annexure-R9(e)**. True copy of the approved site plan which is part of the consent to establish is produced herewith and marked for reference as **Annexure-R9(f)**.

8. It is submitted that Central Pollution Control Board (CPCB) has issued orders categorizing river stretches based on the principles of "Best Designated Use" (BDU). The river stretch close to this respondent's unit is under "E" category, permitting controlled waste disposal. True copy of the classification standard categorizing the river into categories such as "A, B, C, D, E" is produced herewith and marked for reference as **Annexure-R9(g)**.

9. It is submitted that this respondent approached government seeking permission to mortgage the industrial Patta land for raising loan. The government by Order dated 03.06.2020 has allowed this respondent to raise loan from Union Bank of India by mortgaging the industrial land. Accordingly, this respondent availed 11 crore rupees loan from Union Bank of India, Kalady branch and has constructed the buildings as per the site plan. The building work of the unit is completed and the machineries have been erected. The Unit is ready for its trial run and hopes to start its commercial operation within a month.

10. The restriction on constructions under Costal Regulation Zone notification, 2011 has not been enforced in the industrial belt till date. No area is earmarked in the industrial belt as no development zone based on CRZ notification 2011. No decision has been taken by the Government to exclude the areas falling under Costal Regulation Zone Notification from allotment to industries.

11. The land where the Unit is set up is part of the Eloor- Edayar Industrial Development Area. There are more than 270 major, medium and minor



industries functioning in this industrial belt. Some of industrial buildings in this industrial area have been constructed close to the river bank. Even major and medium industries having high pollution potential has been given approval for expansion, up gradation and even product change in the recent past by the concerned government authorities without considering the restrictions under costal regulation zone notification 2011. Another notable fact is the Industrial development area established by Kerala state industries department at Aroor in Alleppey district is located close to Vembanadu backwaters and the industries set up there also are also close to the backwaters.

12. It is submitted that CRZ Regulation, 2011 is not enforced in the areas declared as industrial development zone. The entire land in the industrial zone is for development of industries. The land is allotted by the Director of Industries and Commerce taking into consideration the ability and suitability of the industry proposed in the area.

13. The land allotted to this respondent is having 128 meters length towards landside from the river. If the restriction for construction based on CRZ Regulation, 2011 is enforced, more than 75% of the area cannot be utilized and this respondent would not have ventured to set up the present Unit. Further, all the constructions made in this industrial belt will have to be held illegal and order for its closure if CRZ Regulation 2011 is enforced retrospectively.

14. Government acquires land for industrial purpose and such lands are allotted for setting up of industries. The areas so acquired for industrial purpose include areas falling under costal regulation zone notification wherein construction activities are prohibited. However, since Costal Regulation Zone notification has not been extended to industrial development areas, the land in the industrial development area has been



allotted for industrial purpose without any prohibition or restriction as to the construction in the allotted area.

15. It is submitted that the Industrial Unit of this respondent is established in full compliance of the procedure prescribed by law. The industrial plots adjacent to his unit on either side have made similar constructions close to the river. Existing companies established prior to 2011 in the Industrial Development Area has been given consent for expansions and for constructions close to the river even after the CRZ notification 2011 has been notified. Seeing all the constructions in and around his unit, and also the conduct of the officials, this respondent had no reason to believe that the construction undertaken by him is in violation of any law. Further the work undertaken by this respondent is within the knowledge of the various government departments such as Department of Revenue (the department which allotted the land), the Department of Environment and Climate Control, the Kerala State Pollution Control Board, and the Director of Industries and Commerce. If this respondent had acted in violation of any mandatory rule or Regulation, these concerned departments/ authorities would have issued prohibitory orders.

16. The 9th respondent has been issued with integrated consent to establish a Unit of Fish Meal, Fish Oil, Chicken Meal, Chicken Oil and Tallow on 26/07/2019 and accordingly the 9th respondent has set up its Unit in the Industrial Development Area at Edayar, a portion of which comes under CRZ area. The Unit has come into being in terms of the consent issued by the State Pollution Control Board under Water (Prevention and Control of Pollution) Act, 1974, Sec. 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Environmental (Protection) Act, 1986.

17. It is submitted that as per Sec.6 of the Environmental Protection Act the Central Government is empowered to make Rules inter alia in respect of



prohibition and restriction on the location of the industries and carrying on process and operations in the different areas. Such Rules shall have to be made as per the procedure under Sec.26 of the Environmental Protection Act. The Central Government has not made any Rule so far under Sec.6 r/w Sec.26 of the Environmental Protection Act.

18. It is submitted that as per the provisions in the CRZ notification 2011, the original or delegated powers under the Environment Protection Act 1986, for the purpose of implementation enforcement of the provisions of the notification and compliance with the conditions stipulated there under are with the Ministry of Environment, State Government or the Union Territory Administration, NCZMA and SCZMA. The Government being one among the authorities for implementation and enforcement of the CRZ Regulations, it was the obligation of the government not to allot such land in the Industrial development Area that falls under 'No Development Zone' or specify such areas as 'no development zone' for industrial purpose. As a matter of fact, Government when allot land for industries in the development areas specify certain conditions. The Government order specifying the conditions for allotment of land for industrial purpose. True copy of the G.O.(Ms)No.297/70/ID dated 24.8.1970 is produced herewith and marked for reference as **Annexure-R9(h)**. Annexure R9(h) does not contain any prohibition or restriction in the use of land to ensure compliance of the provisions of the CRZ notification 2011. Further the order allotting land also has no such prohibition or restriction in respect of its use. The respondent having set up its industry in compliance with land allotment order and in conformity with consent order, it cannot be faulted for violation of CRZ notification 2011.

19. It is submitted that Ministry of Environment, Forest and Climate change constitute Kerala Coastal Zone Management Authority (KCZMA) for



3 years. The tenure of the previous authority expired on 09.06.2019. The new authority was re-constituted with effect from 30.10.2019 only. There was no enforcing body during the period from 10.06.2019 to 29.10.2019 constituted under the CRZ notification, 2011. The KCZMA now in office have the following 13 Members:

1. Principal Secretary to Environment as KCZMA Chairman.
2. Director, Directorate of Environment and Climate change as Member Secretary.
3. Principal Secretary of Local Self Government as Member
4. Principal Secretary, Department of Industries as Member
5. Principal Secretary, Department of Forest and Wildlife as Member
6. Principal Secretary, Department of Fisheries as Member
7. Principal Secretary, Department of Revenue as Member
8. Principal Secretary, Department of Urban Affairs as Member
9. P.K.Thulasidas, Senior Scientist and Head (Retired), Wood science and Technology Division, Kerala Forest Research Institute as Member
10. Richard Scaria, Assistant Professor, Department of Geography, Government College, Chittoor as Member
11. Mr. Dineshan Cheruvat, Director National Institute of Fisheries, Administration and Management (NIFAM) as Member
12. Mrs. Amritha Sathisan, Assistant Professor, Mar Grigorious College of Law, Nalanchira, Thiruvananthapuram as Member and Legal Expert
13. Mr. Chandanathil Pappachan Jeevan, Member representing NGO

The Department of Revenue, the Department of Industries and the Directorate of Environment and Climate change who are members of the KCZMA have full knowledge about the allotment of land for industrial purpose. The members of KCZMA when discharge their duty, it is presumed that the said orders are in conformity with the powers vest in them under

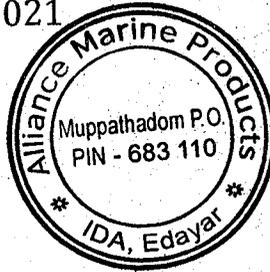


difference statutes. Therefore, it cannot be said that the unit established by this respondent is without the knowledge of the KCZMA.

20. It is submitted that the O.A. challenging the establishment of the 9th respondent Unit is devoid of any merit and without any bonafides. It is liable to be dismissed finding that the 9th respondent cannot be faulted alleging violation of any law, much less provisions of the CRZ Notification, 2011.

Hence it is most humbly prayed that this Hon'ble Tribunal may be pleased to dismiss the O.A. with cost.

Dated this the 9th day of April, 2021



For Alliance Marine Products

[Signature]
Mg. Partner

Deponent

I, Abdul Latheef K.K., Age 49, S/o.Kochunni, Kulangarathottathil House, South Vellarappilly P.O., Sreemoolanagaram, Ernakulam, Pin 683 580 representing M/s. Alliance Marine Products, Industrial Development Area, Edayar, Binanipuram P.O., Ernakulam, Pin 683 502 in my capacity as Managing Partner, do hereby verify that the contents of Paragraph 1 to 20 of the above reply affidavit and the Annexures marked therein are true to my knowledge and are believed to be true and that I have not suppressed any material facts.

Verified at Ernakulam on this the 9th day of April, 2021.



[Signature]

M/s. Alliance Marine Products
represented by its Managing Partner
Abdul Latheef K.K.

B1-9222/18

APPENDIX II
(Rule 18)

Form of Order of Assignment of Government Land on Registry for Industrial Purposes.
M/s Alliance Marine Products , Industrial Development Area, Edayar, Muppathadam P. O.

Kadungalloor Village is informed that their application for the land/lands described in the schedule appended to this order has been accepted and that the above land/lands is/are assigned to them on registry subject to the following conditions:-

- 1) (i) That the land/lands assigned shall be heritable shall not be alienated or encumbered without the prior permission in writing of the Government.
- (ii) That the land assigned shall be used only for the following purposes.
 - (a) For the Manufacturing of Fish Meals, Chicken Meals
- 2) That the work connected with the above purposes shall commence within a period of one year from the date of issue of patta.
- 3) That the registry shall be liable to be cancelled for contravention of conditions 1 and 2 above and also for the conditions specified in the patta.
- 4) That the registry shall also be liable for cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation of facts or in excess of the limits of the powers delegated to the assigning authority or there was an irregularity in the procedure.
- 5) That in the event of cancellation of the registry the Government may take possession of the land with the buildings and improvements, if any thereon and pay the industrialist the amount paid by him as value of the land under the rules or the estimated market value of the land at the time of resumption as may be fixed by the District Collector whichever is less after deducting there from interest at 6% per annum on Government investment on the land for the period from the date of award to the date of resumption by the Government and also the value of any building constructed or of any improvements effected therein by the assignee.
- 6) That the assignee shall be liable for the payment of the full assessment charged on the land with effect from the year in which the patta is issued.
- 7) That the land shall be subject to all local taxes and local rates payable by law or custom.
- 8) That the assignee shall be liable to pay all amounts as provided for in the rules.
- 9) That the existing and customary rights of Government and the Public in roads and paths and rivers, streams and channels running through or bounding the land, and the right of Government to the mines and quarry in and adjacent to the said land are reserved and are in no way affected by the grant.
- 10) That the assignee shall be bound by the Rules for the Assignment of Government land of industrialists in the Development Areas in forces from time to time.
- 11) (Other conditions, if any, which the Government may impose)
- 12) And also the following conditions specified on GO(MS) No. 303/2018/RD, Tvm, dated. 16/08/2018.
 1. That the land shall be utilized only for the purpose for which the land allotted and assigned.
 2. That the assignee shall not alienate or misuse the assigned land.
 3. That the assigned land shall not be given on lease, sub lease or on ground rent.
 4. That **M/s Alliance Marine Products** shall be liable to protect the land from any encroachment.

5. In contravention of this conditions specified above, the assignment (Patta) shall be cancelled and the land with improvement shall be liable to be resumed immediately to the Government.

SCHEDULE OF LAND

District	Taluk	Village	Sy. No.	Extent (Hectares (Ares))
Ernakulam	Paravur	Kadungalloor	5712, 5713, 5714	72.85 Ares

Boundaries:

North : Industrial road

East : Industrial road

South : Indo German Company

West : Cochin Petro Mines Pvt limited, Yoman Born & Allied Products, Periyar river

Assessment:-

Rs. np.

Basic Tax Arrear	Survey & Demarcation Charge	Land Value	Tree Value	Value of other improvements	Total amounts due
1	2	3	4	5	6
upto 2017-18 as per rules	520/-	-	-	-	Rs. 520/- + Basic Tax arrear

(By Order to the Governor)
Signature and designation of the
Officer issuing the Order.

DECLARATION

I declare that I shall hold the grant subject to the conditions specified above and shall abide by the Rules which are now in force or may hereafter be issued by Government in regard to the assignment of Government Land in Development Areas.

TAHSILDAR
N. PARAVUR

771-833513

Signature of Assignee

This is the true copy of the original document marked as Annex-R9@ in the accompanying Reply affidavit

Adv.P.K.Ibrahim

B1-9222/18

FORM OF PATTa

This patta is issued on the 19th day of March 2019 in favour of M/s Alliance Marine Products, Industrial Development Area, Edayar, Muppathadam.P.O, Kadungalloor vaillage contemplated in GO(MS).No.303/2018/RD, TVM dated 16.08.2018.

APPENDIX -III

(Rule 19)

Number : 36281

Taluk : Paravur

Village : Kadungalloor

Pattadar: **M/s Alliance Marine Products, Industrial Development Area, Edayar, Muppathadam.P.O, Kadungalloor vaillage**

The amount of tax as per this patta should be paid to the Village Officer, Kadungalloor according to the Kistbandi mentioned below and receipt obtained therefore.

Station: Paravur.

Date : 19.03.2019

Kist.

- | | | |
|------------------|---|------------------|
| 1. Survey Number | : | 57/2, 57/3, 57/4 |
| 2. Sub Division | : | " |
| 3. Wet/Dry | : | Dry |
| 4. Area | : | 72.84 Are |
| 5. Tax | : | 365/- |



TAHSILDAR, PARAVUR

TAHSILDAR
H. PARAVUR
PIN - 683 513

CONDITIONS

- 1) (i) That the land/lands assigned shall be heritable shall not be alienated or encumbered without the prior permission in writing of the Government.
- (ii) That the land assigned shall be used only for the following purposes.
 - (a) For the Manufacturing of **Fish meals & Chicken meals**
- 2) That the work connected with the above purposes shall commence within a period of one year from the date of issue of patta.
- 3) That the registry shall be liable to be cancelled for contravention of conditions 1 and 2 above and also for the conditions specified in the patta.
- 4) That the registry shall also be liable for cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation of facts or in excess of the limits of the powers delegated to the assigning authority or there was an irregularity in the procedure.
- 5) That in the event of cancellation of the registry the Government may take possession of the land with the buildings and improvements, if any thereon and pay the industrialist the amount paid by him as value of the land under the rules or the estimated market value of the land at the time of

resumption as may be fixed by the District Collector whichever is less after deducting there from interest at 6% per annum on Government investment on the land for the period from the date of award to the date of resumption by the Government and also the value of any building constructed or of any improvements effected therein by the assignee.

- 6) That the assignee shall be liable for the payment of the full assessment charged on the land with effect from the year in which the patta is issued.
- 7) That the land shall be subject to all local taxes and local rates payable by law or custom.
- 8) That the assignee shall be liable to pay all amounts as provided for in the rules.
- 9) That the existing and customary rights of Government and the Public in roads and paths and rivers, streams and channels running through or bounding the land, and the right of Government to the mines and quarry in and adjacent to the said land are reserved and are in no way affected by the grant.
- 10) That the assignee shall be bound by the Rules for the Assignment of Government land of industrialists in the Development Areas in force from time to time.
- 11) Other conditions, if any, which the Government may impose.
- 12) And also the following condition specified in **GO(Ms) No. 303/2018/RD dated 16.08.2018**
 1. That the land shall be utilized only for the purpose for which the land allotted and assigned.
 2. That the assignee shall not alienate or misuse the assigned land.
 3. That the assigned land shall not be given on lease, sub lease or on ground rent.
 4. That **M/s Alliance Marine Products** shall be liable to protect the land from any encroachment.
 5. In contravention of this conditions specified above, the assignment (Patta) shall be cancelled and the land with improvement shall be liable to be resumed immediately to the Government.

SCHEDULE

1. District : Ernakulam
2. Taluk : Paravur
3. Village : Kadungalloor
4. Area : Development Area Edayar
5. Panchayat : Kadungalloor

SCHEDULE OF LAND

District	Taluk	Village	Sy. No.	Extent (Hectares (Ares))
Ernakulam	Paravur	Kadungalloor	57/2	20.23
			57/3	44.39
			57/4	8.22

[Handwritten Signature]

Boundaries:

North : Industrial Road

East : Industrial Road

South : Indo German Company

West : Cochin Petro Mines Pvt limited, Yoman Born & allies Products, Periyar River.

Assessment:-

Survey & Demarcation Charges:

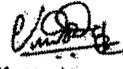
Land Value :
 Tree Value : NIL
 Total Value Done :
 Value of improvements :

DECLARATION

I declare that I shall hold the grant subject to the conditions specified above and shall abide by the Rules which are now in force or may hereafter be issued by the Government in regard to the assignment of Land in the Development Area For Alliance Marine Products


 Signature of Assignee

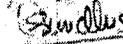
In the Presence of witness:-

1. Vinu Dasary 920 Dasary, Kallakandy, Adent. 
2. Muhamad Ali 90 Abdul Rahman, Kattapam, Muppattal. 

This document is signed by Sri. Sureshkumar.N.S. Tahsildar, Paravur on behalf of Government of Kerala

TAHSILDAR, PARAVUR
 NISHAP
 N. PARAVUR
 682 513

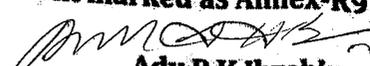
In the presence of witnesses:

1. Sindhu.S, Senior CLerk, Taluk Office, Paravur. 
2. Preethi.P, CLerk, Taluk Office, Paravur. 

The document is typewritten /correction if any

TAHSILDAR, PARAVUR

This is the true copy of the original document marked as Annex-R9 (b) in the accompanying Reply affidavit


 Adv.P.K.Ibrahim

1/30/2019

SPCB



Kerala
State Pollution Control Board

Online Consent Management & Monitoring System

Ministry of Environment, Forest and Climate Change
Government of India



Welcome ALLIANCE MARINE PRODUCTS

On-line Payment Receipt

Receipt No. 494336665
 Depositor Name ABDUL LATHEEF K.K
 Bank Id.
 Bank Name.
 Application No.
 Name and Address of Industry
 Name of Regional Office
 Applied For
 Payment Date

ICE (Rs.) 337500.0
 Total Amount Paid (Rs.) 00337500.00
 Transaction Status Successfully Completed

Payment Details

DO ESC
 CTE - Air/Water/HWM - new
 Wed Jan 30 17:31:28 IST 2019

17

ALLIANCE MARINE PRODUCTS, EDAYAR MUPPATHADOM P.O - 683502. PARAVUR, ESC

Annexure-R9(C)

This is the true copy of the original document marked as Annex-R9(C) accompanying Reply affidavit

Adv.P.K.Ibrahim In the



കേരളം കേരल KERALA 338601620000619 CC 831190

BANK GUARANTEE

BGN No. : 338601620000619
 Issue date : 10.07.2019
 Valid Upto : 09.07.2024

This Deed of Guarantee made at Kalady on this 10th day of July 2019 by the BANK Union Bank, a body corporate constituted under the banking companies (Acquisition & Transfer of undertakings) Act, 1970 and, for the purpose of this Guarantee, acting through its Kalady branch presently situated at M. C. Road, Kalady Ernakulam District (hereinafter referred to "Bank" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) in favour of Kerala State Pollution Control Board, a statutory body established under the Water (Prevention and Control of Pollution) Act, 1974 having its Head Office at Plamoodu, Pattom P. O., Thiruvananthapuram - 695 004 (hereinafter referred to a KSPCB), which expression shall include its successors and assigns.

For Alliance Marine Products

[Signature]
 Mg. Partner

For Alliance Marine Products

[Signature]
 Partner
 For UNION BANK

कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

[Signature]
 वरिष्ठ पदचक्र (Senior Manager)
 कालडि शाखा / Kalady Branch

No. 3/31/10-7-19 Rs 100/
 കേരള പൊതു മലിനീകരണ നിയന്ത്രണ ബോർഡ്

[Signature]

P. N. GOPAKUMAR
 STAMP VENDOR

08 JUL 2019

[Signature]



കേരളം കേരल KERALA

CC 831191

-2-

WHEREAS pollution control system for the effluent and emissions that may generate from the proposed activity of M/s Alliance Marine Products in IDA Edayar (hereinafter referred to as the Company) will have to be installed.

WHEREAS as an assurance of establish operation and maintenance of the total system including ETP and air pollution control device for a minimum of 5 years shall be submitted by the entrepreneur, to ensure compliance with enviromental law a Bank Guarantee may execute for a minimum of 5 years.

AND WHEREAS Bank Guarantee is one such means of checks and controls and the KSPCB has demanded execution of Bank Guarantee of Rs. 2,00,000 (Rupees Two lakhs only) for Five years.

NOW THEREFORE the Bank on request by the Alliance Marine Products IDA, Edayar (company address) that a Bank Guarantee for Rs. 2,00,000 (Rupees Two lakhs only) for five years the executed in favour of KSPCB hereby executes the Bank Guarantee in the manner hereinafter appearing.

For Alliance Marine Products

For Alliance Marine Products

[Signature]
[Signature]

Mg. Partner

[Signature]
 Partner

UNION BANK OF INDIA
 KERALA BRANCH
 KALADY BRANCH

No 3132/107-19 Rs 4000
 കേരള പരിസ്ഥിതി സംരക്ഷണ കമ്മീഷൻ
 കോട്ടയം ഓഫീസ്

P. N. GOPAKUMAR

8 JUL 2019

[Handwritten Signature]

- The bank understands that the KSPCB on convinced of any failure, violation or shortcomings on the part of the Company, which causes or may cause significant pollution problems, may invoke the Bank Guarantee.
- The Bank hereby undertake to guarantee KSPCB an amount of Rs. 2,00,000 (Rupees Two lakhs only) without any demur on a demand from the KSPCB During the validity period of the Bank guarantee. However the liability of the Bank under this guarantee shall be restricted to an amount of Rs. 2,00,000 (Rupees Two lakhs only). The guarantor does hereby expressly waive all or any of the rights of the guarantor as surety which may at any time be inconsistent with any of the provisions of this guarantee.
- The guarantee shall remain in force until 5 (FIVE) YEARS FROM THE DATE OF EXECUTION OR BANK GUARANTEE and unless a demand to enforce a claim is made under this Bank Guarantee by the KSPCB to the bank within the said date, the rights of the KSPCB under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under.
- The guarantor does hereby confirm and declare that the guarantor is entitled to issue this guarantee and a duly authorised person on behalf of the guarantor signs this guarantee.
- The bank undertakes NOT to revoke this guarantee during its currency without the previous consent of the KSPCB in writing.

Now withstanding anything to the contrary contained herein:

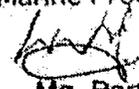
The liability under this Bank guarantee shall not exceed 2,00,000/- (Rupees Two Lakhs only) This bank Guarantee shall be valid upto 5 YEARS FROM THE DATE OF EXECUTION OF BANK GUARANTEE i.e. 10.07.2019.

We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve us a written claim or demand on or before expiry date of this Bank guarantee.

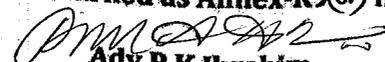
In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day, the 10th day of July 2019.

Signature
 Name **कृते युनियन बैंक ऑफ इंडिया**
 For UNION BANK OF INDIA
 Designation **एग्ज. प्रोपोजर मैनेजर**

कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

For Alliance Marine Products

 Mg. Partner
 For Alliance Marine Products

This is the true copy of the original document marked as Annex-R9(d) in the accompanying Reply affidavit


Adv.P.K.Ibrahim

FILE NO. :PCB/ESC/CTE-11/2019

Date of issue :26/07/2019



KERALA STATE POLLUTION CONTROL BOARD

CONSENT TO ESTABLISH

ISSUED UNDER

**Section 25 of Water (Prevention & Control of Pollution) Act, 1974
Section 21 of the Air (Prevention & Control of Pollution) Act, 1981**

and

Environment (Protection) Act, 1986

As per Application No. :9908698

Dated:11-07-2019

TO

M/s ALLIANCE MARINE PRODUCTS

I.D.A. EDAYAR

MUPPATHADOM P.O - 683502

Consent No. :PCB/ESC/IC/CE-28/19

Valid Upto :10/07/2024

1. GENERAL

1.1. This integrated consent is granted subject to the power of the Board to withdraw consent, review and make variation in or revoke all or any of the conditions as the Board deems fit.

1	VALIDITY	10/07/2024
2	Name and Address of the establishment	ALLIANCE MARINE PRODUCTS I.D.A. EDAYAR MUPPATHADOM P.O - 683502 683502
3	Communication	Telephone :91-9447130157 Fax :- E-mail:consultancyfield@gmail.com
4	Occupier Details	ABDUL LATHEEF K.K KULANGARATHOTTATHIL HOUSE SOUTH VELLARAPPILLY P.O SREEMOOLANAGARAM,ERNAKULAM - 683580
5	Local Body	KADUNGALLOOR PANCHAYATH
6	Survey Number	57/2,57/3,57/4
7	Village	KADUNGALLOOR
8	Taluk	PARAVUR
9	District	Esc eloor
10	Capital Investment(Rs in Lakhs)	Rs.850 Lakhs
11	Scale	Medium
12	Category	RED
13	Annual fee(Rs)	Rs.65000/-
	Total Fee remitted(Rs)	Rs.3,37,500/-
14	RAW MATERIAL	PRODUCTS
	CHICKEN WASTE @ 30 Metric Tonnes/day ANIMAL WASTE @ 30 Metric Tonnes/day FISH @ 100 Metric Tonnes/day	FISH MEAL @ 40 Metric Tonnes /day FISH OIL @ 05 Metric Tonnes /day CHICKEN MEAL @ 15 Metric Tonnes /day MBM @ 22 Metric Tonnes /day CHICKEN OIL @ 03 Metric Tonnes /day TALLOW @ 03 Metric Tonnes /day
15	Total Power Required (HP)	926 HP

2. CONDITIONS AS PER

The Water(Prevention and Control of Pollution)Act, 1974

- 2.1 In case of generation of trade effluent from the industry, effluent treatment system consisting of treatment units having adequate capacity established as per the proposal submitted along with the application shall be made functional before commissioning. Additional facilities required, if any, to achieve the standards laid down by the Board u/s 17(1) (g) of the Water Act shall also be made along with.
- 2.2 Water Consumption : 16,5000 litre/day
- 2.3 Effluent Generation : 100000 liters/day
- 2.4 The characteristics of effluent after treatment shall confirm to the following tolerance limits:

SI.NO.	Characteristics	Unit	Tolerance Limit	
			Sewage	Trade Effluent
1	PH	-	-	6.5- 8.5

2	BOD (3 Days 27 deg c)	mg/lit	-	30
3	COD	mg/lit	-	250
4	SS	mg/lit	-	50
5	Sulphides	mg/lit	-	2
6	Ammoniacal Nitrogen	mg/lit	-	50
7	Oil and Grease	mg/lit	-	10

2.5 Mode of disposal of treated effluent : Reuse and Soak pit

3. CONDITIONS AS PER

The Air(Prevention and Control of Pollution)Act, 1981

- 3.1 Adequate air pollution control measures shall be provided before commissioning of the industry. Additional facilities required, if any, to achieve the standards laid down by the Board shall also be made along with.

Stack No.	Sources of Emission	Emission Rate(Nm ³ /Hr)	Stack Height above		Control Equipment
			Ground Level	Roof Level	

- 3.2 Emission characteristics shall not exceed the following:

Sl.No.	Parameter	Limiting Standards (mg/Nm ³)

4. CONDITIONS AS PER

The Environment (Protection) Act, 1986.

- 4.1 The construction activities shall be carried out strictly in compliance with the provisions of the Noise Pollution (Regulation and Control) Rules 2000.
- 4.2 Used lead acid batteries shall be disposed of as per the Batteries (Management and Handling) Rules, 2001
- 4.3 Hazardous waste generated, if any, shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- 4.4 e-waste shall be disposed off safely as per the E-Waste (Management) Rules, 2016.

5. SPECIFIC CONDITIONS

- 5.1. This consent is granted subject to the power of the Board to review and make variation in the conditions or revoke the consent as the Board deems fit and the copy of the documents submitted including affidavit in stamp paper and Bank guarantee of 2 lakhs (Two lakhs) submitted for 5 years ensuring the establishment of air and water pollution control facilities.
- 5.2. At the end of the validity period if the construction is in progress, the same shall be got renewed. If the construction is not started in the consent period, the applicant shall apply a fresh for consent to establish.
- 5.3. The applicant shall comply with the instructions that the Board may issue from time to time regarding the prevention and control of air, water, land and sound pollution.
- 5.4. The date of commissioning shall be intimated, at least one month in advance, to the District Office of the Board.
- 5.5. Consent to Operate / Authorisation shall be obtained, before commissioning the industry, under the Water (Prevention and Control of Pollution) Act 1974, the Air (Prevention and Control of Pollution) Act 1981 and the relevant Rules under Environment (Protection) Act 1986.
- 5.6. The location of all buildings and structures shall be as per the approved site plan. No change or alteration of the industrial plant is to be made without the prior written permission of the Board. Any change in the particulars furnished and/or in the identity of the occupier/authorised agent is to be intimated to the Board forthwith.
- 5.7. Sanitation facilities shall be provided to the workers and the effluent generated any shall be disposed of scientifically
- 5.8. All operations likely to produce dust or noise shall be carried out with appropriate enclosure.
- 5.9. Necessary arrangement for collection, segregation, storage, handling and disposal of solid waste including garbage shall be provided before commissioning.
- 5.10. Scientific facility for the odor control i.e Bio filter of adequate capacity as per the proposal submitted may be established prior to the commissioning of the unit.
- 5.11. ETP of 100 KLD capacity as per the proposal submitted shall be established prior to obtaining consent to operate., so as to meet the effluent standards as per condition 2.4 .
- The ETP shall be as per the proposal submitted comprising of the following components.
1. Bar-screen chamber 2. Grit Chamber 3. Fat and Oil Removal with dissolved air floatation method 4. Fat & Oil Trap 5. High Rate Anaerobic Digester 6 Biological nitrification/denitrification. 7. Anaerobic feed Tank 8. Equalization tank 8. Anoxic (Denitrification) Tank 9. Extended Activated Sludge Process 10. Secondary Clarifier 11. Ultrafiltration (UF) 12. Chlorination / disinfection: 13. PSF 14. ACF 15. Sludge Management: Filter press
- 5.12. All vents shall be routed to the odour control system.
- 5.13. Boiler shall be provided chimney of min 30 M height and may provide air pollution control device to control particulate matter .
- 5.14. The generator of 500 KVA must have acoustic enclosure, and emissions shall be routed through an exhaust pipe of minimum height 4.5 meter from the roof level of nearest building.
- 5.15. A separate area shall be earmarked for the storage of raw material and shall be kept enclosed
- 5.16. Storm water shall not be mixed with process effluent.
- 5.17. The applicant shall put up a sign board of size 6 x 4 ft. near the main entrance of the plant to display the name of the unit and important consent conditions.
- 5.18. Chilled room of adequate capacity shall be provided for the storage of raw materials.

DATE :26/07/2019

Digitally signed by P B
SREELAKSHMY
Date: 2019.07.27 00:11:19 +05'45'
SIGNATURE & SEAL OF ISSUING AUTHORITY
ENVIRONMENTAL ENGINEER,DO-3



To

Abdul Latheef K.K
Kulangarathottathil House
South Vellarappilly P.O
Sreemoolanagaram,Ernakulam

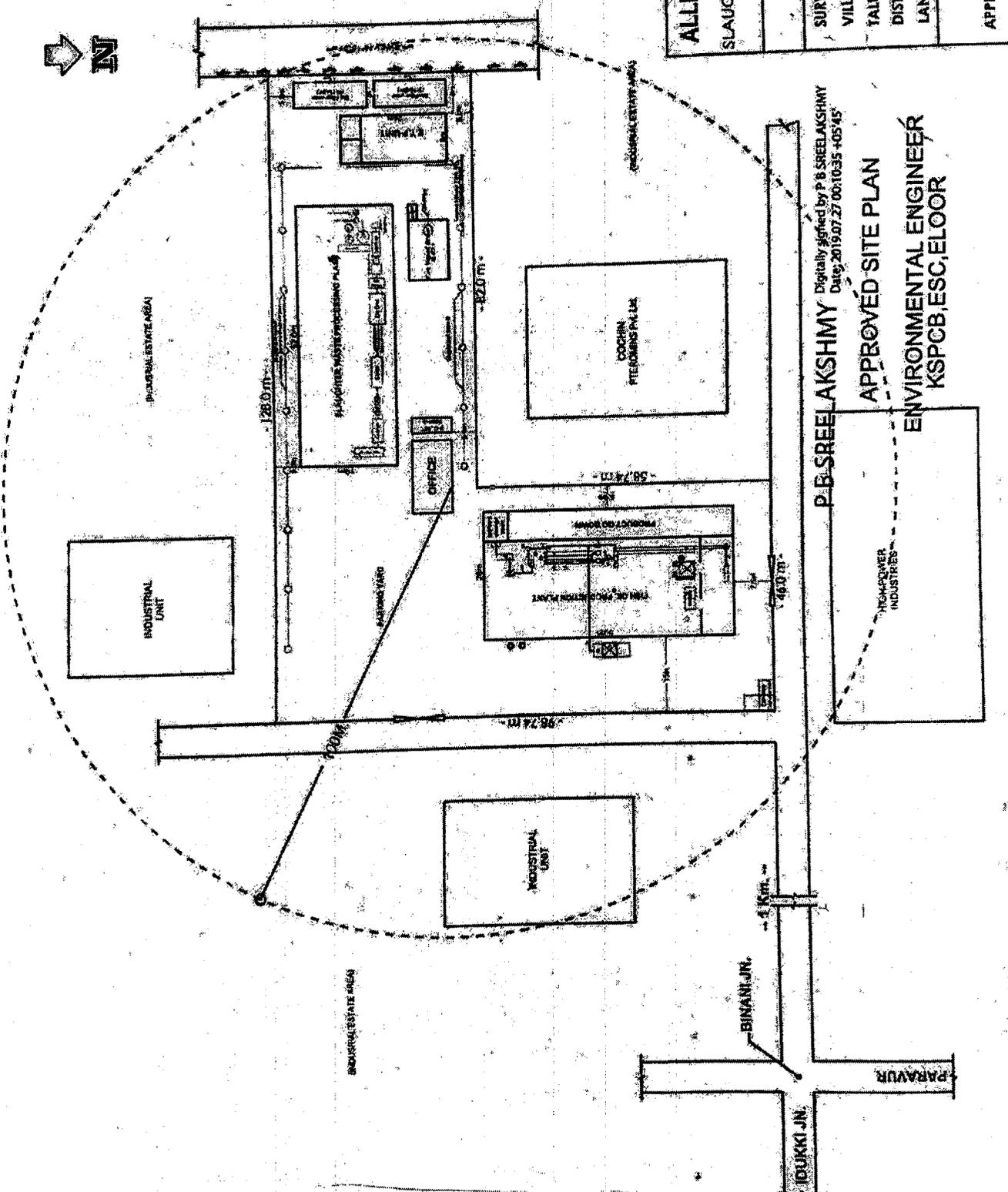
1. This digitally signed document is legally valid as per the Information Technology Act 2000
2. For verifying this document please go to krocmmms.nic.in and search using date of issue/name of the unit/Application Number in "Consent Granted Applications" link in the home page of the Board's Online Consent Management and Monitoring System.

This is the true copy of the original document marked as Annex-R9(e) in the accompanying Reply affidavit

Adv.P.K.Ibrahim

1	Water Treatment Plant
2	Boiler House
3	Chemical Storage
4	Control Room
5	Office
6	Store
7	Workshop
8	Accommodation
9	Site Office
10	Site Office
11	Site Office
12	Site Office
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49	Site Office
50	Site Office

ALLIANCE MARINE PROD (PROPOSED FISH OIL & SLAUGHTER WASTE PROCESSING I.D.A EDAYAR	
SITE GUM LOCATION PLAN	SCALE - 1 : 1000
SURVEY NO.	57/2, 57
VILLAGE	KADUNK
TALUK	PARAVU
DISTRICT	ERNAKULAM
LAND EXTENT	1.80 AC
APPLICANT	ABDUL LATIF (Mgt. Partner)



P. B. SREELAKSHMY
Digitally signed by P. B. SREELAKSHMY
Date: 2019.07.27 00:10:35 +05'45'

APPROVED SITE PLAN
ENVIRONMENTAL ENGINEER
KSPCB, ESC, ELOOR

This is the true copy of the original document marked as Annex-R9 (P) in the accompanying Reply affidavit
[Signature]
 Adv. P. K. Ibrahim

Annexure III WATER QUALITY CRITERIA (CPCB)

The water quality management in India is performed under the provisions of Water (Prevention and Control of Pollution) Act, 1974. But the Act does not define the level of wholesomeness to be maintained or restored in different water bodies of the country. It was considered ambitious to maintain or restore all natural water body at pristine level. Planning pollution control activities to attain such a goal is bound to be deterrent to developmental activities and is also cost prohibitive. Thus the Central Pollution Control Board evolved a concept of "Designated Best Use (DBU) to define the level of wholesomeness of the different water bodies to be maintained or restored according to the primary use of the water body.

Use based classification of surface waters in India.

Designated-Best-Use	Class of water	Criteria
Drinking Water Source without conventional treatment but after disinfection	A	Total Coliforms Organism MPN/100ml shall be 50 or less pH between 6.5 and 8.5 Dissolved Oxygen 6mg/l or more Biochemical Oxygen Demand 5 days 20C 2mg/l or less
Outdoor bathing (Organised)	B	Total Coliforms Organism MPN/100ml shall be 500 or less pH between 6.5 and 8.5 Dissolved Oxygen 5mg/l or more Biochemical Oxygen Demand 5 days 20C 3mg/l or less
Drinking water source after conventional treatment and disinfection	C	Total Coliforms Organism MPN/100ml shall be 5000 or less pH between 6 to 9 Dissolved Oxygen 4mg/l or more Biochemical Oxygen Demand 5 days 20C 3mg/l or less
Propagation of Wild life and Fisheries	D	pH between 6.5 to 8.5 Dissolved Oxygen 4mg/l or more Free Ammonia (as N) 1.2 mg/l or less
Irrigation, Industrial Cooling, Controlled Waste disposal	E	pH between 6.0 to 8.5 Electrical Conductivity at 25C micro mhos/cm Max. 2250 Sodium absorption Ratio Max. 26 Boron Max. 2mg/l
	Class-E	Not Meeting A, B, C, D & E Criteria

GOVERNMENT OF KERALA

ABSTRACT

Indutries - Development plots - Rules for sale of land on hire purchase basis - Re-issued

INDUSTRIES (D) DEPARTMENT

G.O. (Ms) No. 297/70/ID.

Dated: 24/8/1970

- Read:
1. G.O. (Ms) No.156/67/ID dated 18-4-1967
 2. G.O. (Ms) No.91/70/ID dated 13-3-1970
 3. G.O. (Ms) No.227/70/ID dated 27-6-1970.

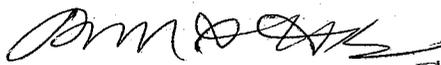
ORDER

The Rules for sale of land in Development plots on hire purchase basis were issued by the Government in the G.O. first cited. Since then, various amendments have been issued to the Rules in the G.Os, second and third cited.

The Government hereby re-issue the Rules or sale of land in Development Plots on hire purchase basis incorporating all the amendments issued till date. The Rules as amended till date are appended to this G.O.

By order of the Governor,

K.N. Thankam
Under Secretary to Govt.



RULES FOR THE ALLOTMENT OF LAND IN DEVELOPMENT PLOTS ON HIRE PURCHASE BASIS:

1. These rules shall be applicable for the sale on hire purchase of land in development plots in the State for construction of buildings for Small Scale Industries.
2. A land allotted under these rules shall be used only for the industrial purpose for which it is allotted.
3. Application for land in a Development Plot shall be in the prescribed form appended and that shall be sent to the Director of Industries & Commerce through the District Industries Officer.
4. Land may be allotted in a Development Plot to an individual, an association of individuals, a Company, a Co-operative Society or a firm engaged in, or intending to engage in the business of any Small Scale Industry, subject to such limitations and conditions as may be imposed by Government or any officer or officers empowered by Government in this behalf.
5. Application for land under these rules shall be disposed of taking into consideration the desirability and the suitability of the industry proposed in the area and also the capacity of the applicant to conduct the industry or any other matter the department may consider relevant. Any application can be rejected by the Department without assigning reasons therefor.
6. In putting up construction such as compound walls, factory sheds and such other improvements in the land, the allottee shall send up detailed plans to the Director of Industries & Commerce and constructions shall be taken up only after getting the approval of the Director of Industries and Commerce. Before giving such approval, the Director of Industries & Commerce may consult the appropriate authorities of the Public Works Department which may have to be consulted in the matter.
7. The land allotted under these rules and/or the improvements thereon including super-structures, buildings etc. shall not be alienated or encumbered in any manner without the prior sanction in writing of the Director of Industries & Commerce. Every alienation or encumbrance duly made by the hirer shall be notified by the hirer and the Director of Industries and Commerce to the already existing alienee/holder of encumbrance right in the interest if any.

8. The allottee shall pay all taxes and other relevant dues payable in respect of the land to the authorities concerned from time to time.
9. The Director of Industries & Commerce shall have the power to resume the land allotted to an industrialist as per these Rules under any of the following circumstances:
- (i) If the allottee contravenes any of the provisions of these rules or of the agreement executed by him.
 - (ii) In the event of the concern belonging to the industrialist being wound up or transferred to another person or company or groups of persons without prior approval of the Director of Industries & Commerce.
 - (iii) If the allottee does not require the land for the purpose for which it is allotted and informs the Director of Industries & Commerce accordingly.
 - (iv) In the event of the allottee defaulting payment of two instalments consecutively.
 - (v) In the event of the allottee not commissioning the industry within one year of the date of allotment or within such further time as may be granted by the Director of Industries and Commerce.
10. The land allotted will be on hire purchase basis. However, in special cases where outright purchase is requested by the allottee the same shall be considered by the Director of Industries and Commerce on its own merits and the Director of Industries & Commerce shall be competent to decide the issue.
11. The total area available will be divided into convenient small plots of land. Normally, one such plot will be allotted to one industrialist. However, an industrialist may be given more than one plot in different areas or in contiguous proximity according to the requirement of the particular industry.
12. The Director of Industries & Commerce shall be competent to decide the number of plots to be assigned to each applicant.
13. The cost of the land allotted under these rules shall be fixed by the Director of Industries & Commerce in accordance with the following principles:
- a) The area occupied by roads and other common amenities in the Development plot shall be excluded from the area actually occupied by the allottees.



- b) Only 50% of the cost of land utilised for roads and other common amenities shall be added on to the cost of land payable by the allottees.
- c) An estimate of the cost of the development works in the Development plot shall be drawn up and 50% of the estimated cost shall be added on to the cost of land payable by the allottees.
- d) While calculating the cost of acquisition of land, interest at 6% per annum from the date of award to the date of allotment shall also be taken into account.
- e) The cost of land payable by the allottees will be fixed on the basis of the above principles. If any amount becomes payable towards enhanced compensation to land owners as per court decrees and, or orders of Government, the cost of land once fixed shall be refixed, such enhanced compensation being equally divided amongst the assignees and charged on them on a pro-rata basis with reference to the extent of land allotted to each assignee.

14. In the event of an allottee not requiring the area for the purpose for which it is allotted, he shall inform the Director of Industries & Commerce of this fact in writing within a period of sixty days from the date of allotment and thereupon the Director of Industries & Commerce may dispose of that area in any manner Government may direct. The allottee shall start work on the land atleast within a period of six months from the date of allotment of the land and unless the allottee starts work within this period, the allotment is liable to be cancelled. However the Director of Industries & Commerce shall be competent to grant further extension of time upto six months in deserving cases.

15. In case of resumption the following procedure shall be adopted:

- a) If the allottee has made any improvement on the land without mortgaging such improvement to any financial institution, he shall be paid compensation for such improvement based on the valuation made by competent authority after deducting all amounts due to Government. Provided that instead of paying the value of the improvement it shall be open to the Director of Industries & Commerce to direct the allottee to remove any of the improvements within such time as may be specified at the cost of the allottee and if he fails to do so, the Director of Industries & Commerce may arrange the same to be removed at the cost of the allottee and dispose of the materials by public auction. If the proceeds of such disposals are in excess of the amount due to Government from

the allottee, such excess shall be paid to the allottee. If even after adjustment of the amount thus calculated further amounts are due from the allottee, the same shall be recovered from him as if they were arrears of land revenue.

-) If the allottee has mortgaged or in any way encumbered the improvements on the land, superstructure etc. to a bank or financial institution for the purpose of raising funds for the construction of buildings, purchase of machinery, working capital etc. thereby creating a first charge in favour of such bank or financial institution, the Director of Industries & Commerce will, if he finds an alternate person or persons or company to whom the land and building could be allotted, pay to the mortgagee the value of these improvements on the basis of the valuation made by an officer not below the status of an Executive Engineer of the Public Works Department provided that the amount payable shall not exceed the amount for which the improvements have been valued by the above competent authority less valuation charges. After settlement of the dues of the above said bank or financial institution and the claims of the Government, the ownership of the improvement shall vest in the Government. The Director of Industries & Commerce shall, then dispose of the land and improvements thereon to any other person or group of persons or company in accordance with the rules for sale on hire purchase of Industrial Estate.

If, however, the Director of Industries & Commerce is not able to readily find an alternate party as mentioned above, the land and improvement together will be auctioned by him and after reduction of the value of the land due to the Government the balance amount will be made available to the bank or Financial Institution subject to the limits mentioned above.

In either of the above cases the Director of Industries & Commerce will arrange to pay the dues to the above said Bank or Financial Institution within six months of resumption of the land.

A notice from the concerned Bank or Financial institution intimating the fact of the allottee having created a mortgage, either registered or equitable or other encumbrance in their favour with information regarding the exact nature of the charge created shall be sufficient for the Director of Industries & Commerce to act in accordance with this Rule. Action under this Rule shall be taken by the Director of Industries & Commerce under intimation to the concerned Bank/Financial institution.

John A. A. H.

- C. If the allottee does not start construction of building or make any improvement of appreciable nature on the land allotted within a period of one year and further extension of time has not been given by the Competent authority in this regard, the land shall be resumed realising 6% interest on the full cost of the land from the date of handing over to the date of resumption. In case the amount remitted by the allottee towards initial payment and subsequent instalments with interest if any is in excess of the 6% interest on the cost of land, the balance amount shall be refunded to the allottee. On the other hand if the amount already remitted by the allottee falls short of 6% interest on the cost of land, the same shall be recoverable from the allottee under the provisions of the Revenue Recovery Act for the time being in force.

(Modified vide G.O. No.227/77/ID dated 12-9-1977)

6. All costs and expenses incidental to the execution of any document under these rules shall be borne by the allottee.
7. * Each application for allotment of land shall be accompanied by an earnest money of Rs. 1000/- (Rupees One Thousand only). This amount shall be adjusted towards the first payment that has to be made by the allottee at the time of taking over the land.

The earnest money shall not be refunded except where (1) The application is rejected and (2) Non-allotment of land is not due to the fault of the applicant.

(* Modified vide G.O. (MS) No. 317/78/ID Dt. Trivandrum 26-8-78.)

18. The allottee shall pay 10% of the total value of the land arrived at as detailed in clause 13 before taking possession of the land. The balance amount of 90% of the cost shall be paid to Government in equal annual instalments within a period of ten years with interest at 5¹/₂% per annum.

18. A. * * "The amount of 10% of the value of the land paid by the allottee will be credited to the head of account" 95 Capital outlay on Industrial and Economic Development Part III Details of Receipts and Recoveries on capital account (e) other miscellaneous undertaking-6-Recoveries in respect of Development Plots". The balance 90% of the cost of land to be realised in annual instalments will be adjusted as debit under Q Loans and Advances"

(** Modified vide G.O. (MS) 277/76/ID dtd. 4-12-1976)

19. The first instalment thus due has to be remitted on the date of completion of one year from the date of taking over the land. The subsequent instalments shall be paid on the corresponding dates of the succeeding years.
20. Interest of 5.5% shall be charged for the amount outstanding at the time of remittance of each instalment.
21. The instalment amount and interest shall be remitted in separate chalans under the relevent heads of account into the nearest Government Treasury and the receipted chalans shall be forwarded to the Regional Joint Director of Industries and Commerce of the region for safe custody.
22. In case of defaulted payment, penal interest at the rate of 2% per annum over and above the normal interest of 5 1/2% shall be paid on the defaulted instalments calculated from the due date of actual payment.
23. The allottee shall execute in duplicate the bond in the form appended and register the same in the appropriate stamped paper. Both the copies of the bond shall be in the custody of the Government except where the allottee wants to create an equitable mortgage in favour of a Bank or financial institution under the Rules.
24. On completion of payment to Government by paying the full cost of the land allotted to the allottee and after the industry is established, arrangements shall be made by the Director of Industries & Commerce to get the land assigned to the allottee through proper authorities.
25. The Director of Industries & Commerce or any officer authorised by him shall have the authority to inspect the premises without giving prior notice, provided that the Director of Industries & Commerce shall have power to grant extension of time up to 2 years for payment of instalments of value of land subject to the payment of penal interest.
(Modified vide G.O. (M.S.) No. 200/73 dted 20-7-73)
26. The Government shall have complete title and ownership to the land till the land is assigned to the allottee.
27. The defaulted instalments and all other amounts due to Government under these rules shall be recoverable as though they are arrears of land revenue in accordance with the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Director of Industries and Commerce may deem fit.

[Handwritten signature]

FORM OF BOND

(Vide Rule 23)

ARTICLES of Agreement made thisday of one thousand
 hundred and seventy.....**BETWEEN** The Governor of Kerala
 (after referred to as "the Government ") of the one part and-
son of Shri.....aged.....
Taluk.....Company/.....
Co-operative Society incorporated/registered under the
Act and having its office at.....a
 constituted under.....and
 its office at.....(hereinafter referred to as "the
 which term where the context so admits include his/their heirs, ex-
 s, administrators, legal representatives and permitted assignees) of the
 part.

WHEREAS on the application of the Hirer under the Rules for the
 ent of land in Development Plots on hire purchase basis (hereinafter
 ad to as the Rules which shall form part of this agreement) the Govern-
 have agreed to let and the hirer has agreed to take on hire the plot of
 more particularly mentioned and described in the Scheudle hereunder
 1 (hereinafter referred to as the plot) for the purpose of.....

AND WHEREAS the Hirer has paid a sum of Rs.....the receipt of
 the Government hereby acknowledge, representing 10% of the total
 of the plot including any improvements thereon as fixed by the Govern-
 and requested the Government to treat the balance amount as a loan
 ced to the party repayable on such terms and conditions as herein
 ned and those contained in the rules together with interest as herein
 led).

DM AAB

**NOW THIS DEED WITNESSETH AND IT IS HEREBY
AGREED AS FOLLOWS:-**

1. The balance of the value of the plot i.e. 90% of the total value of the plot namely Rs.....shall be paid in 10 years in equal annual instalments with 5 1/2% interest, the first instalment being payable on.....and the subsequent instalment shall be paid on the corresponding dates of the succeeding years.
2. The amount already paid by the hirer namely Rs.....and the amount mentioned in clause 1 above namely Rs.....together constitutes the value paid by Government by way of compensation to the previous owners. In case Government have to pay any excess amount by way of compensation for acquisition of the said land either on account of any decision by a court of law or otherwise and any expense which the Government will have to incur towards cost of defending any suits in court or otherwise such amounts shall be paid by the hirer as per the instructions given by the Government and their officers from time to time.
3. The interest due on the entire amount outstanding at the time of payment of an instalment shall be paid along with that instalment.
4. Interest at the rate of 2% per annum over and above the usual rate of interest shall be paid on defaulted instalments calculated from the due date of such instalment to the date of actual payment of that instalment.
5. During the period of the hire, the plot shall not be used by the Hirer for any purpose other than that for which it is hired.
6. It is hereby agreed and declared that until the entire value of the plot with interest as mentioned above is paid in full, the plot shall remain the property of the Government and the Hirer shall not have any right or title over the plot.
7. ~~The hirer shall not sublet, lease, part with possession or in any way encumber the plot and the improvements thereon including superstructures and building or any part thereof during the continuance of this agreement without the previous sanction in writing of the Director of Industries & Commerce or any other officer authorised by the Government.~~



hirer shall at all times during the continuance of this agreement keep the plot and premises properly.

Officers of the Industries Department authorised by the Government in this behalf shall have power and authority to inspect the said plot at any time and the Hirer shall render the assistance and facilities for such inspection.

Hirer shall have the right to purchase the said plot at any time by paying the full amount due to Government.

When all the sums due to Government are paid and the Government have ascertained that the Plot is maintained properly the Government shall transfer complete ownership of the plot to the hirer.

Hirer shall not put up additional structures within the area hired out to him without the Prior Written approval of the Director of Industries & Commerce. Any additional structures so constructed at his own cost shall be removed by the Hirer on a written request from the Director of Industries & Commerce, the non-compliance of which will result in the removal of the said structure by the Director of Industries & Commerce at the Hirer's expense.

Hirer shall pay all taxes, cess, and other charges payable in respect of the said property to Government, State or Central, Corporation or any other legally constituted body in due time.

In case the Hirer commits breach of all or any of the provisions herein contained or those contained in the Rules, the hirer shall surrender possession of the plot to the Government immediately on demand and the Government shall have power to deal with the plot in any manner they deem fit.

In case the Hirer fails to surrender the said plot when demanded, the Hirer shall be considered to be a trespasser liable to be proceeded against and punished under the provisions of the Land Conservancy Act for the time being in force.

In case the hirer fails to complete the construction of factory building or other any improvements appreciable nature on the land allotted within a period of one year and further extension of time has not been granted by competent authority in this regard, the land shall be resumed, realising interest on the full cost of land from the date of handing over to the date of resumption.

[Handwritten Signature]

- 17. All sums found due to the Government under or by virtue of this Agreement shall be recoverable from the Hirer and his assets movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.
- 18. In all matters of doubts concerning and in respect of this agreement the decision of the Government shall be final and binding on the hirer.
- 19. During the continuance of this agreement, the Government shall have the power to add, delete or amend the conditions laid down herein and in the Rules.
- 20. The hirer shall be bound by the terms and conditions of the Rules with additions and amendments there to which shall form part of this Agreement as if incorporated herein.

IN WITNESS WHEREOF Shri.....
 for and on behalf of the Governor of Kerala and Shri.....
 the Hirer, who has been authorised to execute this agree-
 ment for and on behalf of the Hirer have here into set their hands and the seals
 on the day and year first above written.

[Handwritten signature]

SCHEDULE

(Here enter the details of the plot)

igned by Shri.....
..... for and on behalf of the Government In the presence of
S :-

igned by Shri.....
.....the Hirer who has been authorised to execute this agreement on
f the Hirer.

the presence of witnesses:-



**APPLICATION FOR ALLOTMENT OF LAND IN THE
DEVELOPMENT PLOT ON HIRE PURCHASE.**

1. Name of the applicant and full permanent address.
2. Present address.
3. Name and address of the existing / proposed industry.
4. Items manufactured / proposed to be manufactured in the industrial unit with quantity.
5. Nature and quantity of raw materials used / proposed to be used.
 - (a) Imported
 - (b) Indigenous
6. Details of the plot required.
 - (a) Plot No.
 - (b) Extent
 - (c) S. No.
 - (d) Name of village
Name of Taluk
7. If existing industry present location and reasons for changing the same.
8. The total estimated cost for
 - (a) Building
 - (b) Machinery and equipments (a) Imported (b) Indigenous
 - (c) Working capital
9. Nature of Management.
 - (a) Proprietary
 - (b) Partnership
 - (c) Registered Company
 - (d) Industrial Co-operative



10. The position held by the applicant in the undertaking and the name of the person who is authorised to execute the agreement on behalf of the organisation.

11. No. and date of chalan to prove remittance of earnest money

I have read and understood the rules prescribed for hire purchase of plots in the development plot of Kerala State as per G.O. No. and I hereby declare to abide by them.

Place

Date

(signature of the Applicant)

Om GHB

No. ID2-22962/93.

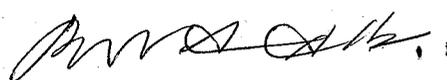
**DIRECTORATE OF INDUSTRIES AND
COMMERCE,
Vikas Bhavan,**

Trivandrum, Dated, 24-6-1993.

CIRCULAR

1. In order to achieve uniformity and to facilitate evaluation of site proposals, the format appended with this Circular is hereby prescribed.
2. All proposals for selection of sites for Development Areas/Development Plots submitted by the General Managers to this Office should be in the prescribed format.
3. The same format shall 'mutatis mutandis' be used by the General Managers while submitting proposals to the District Level Site Selection Committee.

*(Paul Antony, I.A.S.)
Director of Industries & Commerce.*



SCHEDULE
(Here enter the details of the plot)

Signed by Shri.....
for and on behalf of the Government in the presence of witnesses :-

- 1.
- 2.

Signed by Shri.....the
Hirer who has been authorised to execute this agreement on behalf of the Hirer
in the presence of witnesses.

- 1.
- 2.

This is the true copy of the original document marked as Annex-R9(h) in the
accompanying Reply affidavit

Adv. P.K. Ibrahim
Adv. P.K. Ibrahim