

# RUBBER PARK INDIA (P) LTD



## MANUAL OF INSTRUCTIONS TO THE LESSEES

(Forms part of the Lease Agreement)  
(Revised & Updated as on 30.06.2018)

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## **Welcome to Rubber Park.....**

Undoubtedly you have made the right decision in making Rubber Park your investment destination.

Rubber Park India (P) Ltd is a joint venture of Rubber Board, a statutory body constituted by the Govt. of India and Kerala Industrial Infrastructure Development Corporation (KINFRA), a Statutory Corporation constituted by the Govt. of Kerala under the Kerala Industrial Infrastructure Development Act 1993, a Company incorporated under the Companies Act 1956, having its registered office at 2A, Kautileeyam, Rubber Park Campus, Valayanchirangara – 683 556 It was incorporated on 10.12.1997. The very purpose of the Company is to establish an industrial estate exclusively for rubber and rubber wood based industries with all possible infrastructure facilities.

*No effort has been spared in making your Rubber Park the most investor friendly and the place of convenience and to speak your language - rubber.*

Taking cues from the failures of other industrial zones, areas or parks, as much safeguards as possible have been incorporated to make this lush green industrial abode a spectacular haven for you. The best possible infrastructure like quality power, water, common effluent treatment plant, testing and certification centre, accommodation for workers and executives, canteen, commercial space, training & board rooms, convention centre etc are provided.

As you would appreciate, to maintain these facilities at its best and to keep your Rubber Park neat, tidy and an ideal one, your unstinted cooperation and wholehearted efforts are very much required.

The following instructions are to guide you to steer your Park to better heights and to farther goals. Essentially, these instructions form a part of the agreement you have made/will be making while taking the land on lease. It is tried to make it as clear as possible, as simple as it can be. Should you have any problem, please do feel free in talking to us.

Once again, welcome aboard!

**Managing Director**

## **Salient Features of your Rubber Park**

Location : Irapuram Village (76° 29'; 10° 03'), Mazhuvannur Panchayat, Kunnathunadu Taluk, Ernakulam Dist.  
Total Area : 44.51 Ha (110 acres) – Industrial area – 30.87 Ha (76.30 acres)  
Rainfall : 330 cm (avg)/annum  
Height : 30 to 45 m from MSL  
Wind Velocity : 10 to 24 Kmph  
Subsoil : Sand clay loam to hard laterite with rock outcrops.  
Pile/raft foundation may not be required.

20 km from Kochi International Airport and 35 km from Kochi Sea Port and 20 km from Aluva Railway Station.

Your Postal Address : Plot No .... , Rubber Park,  
Valayanchirangara P. O  
Ernakulam – 683 556

Income Tax office : Aluva  
Excise Office : Kolencherry  
ESI Dispensary : Perumbavoor  
District : Ernakulam  
Taluk : Kunnathunad  
Grama Panchayat : Mazhuvannur (Ward # XIX)  
Registration Office : Puthencruz  
Block Panchayat : Vadavucode  
Zilla Panchayat : Ernakulam  
Village : Irapuram  
Kara : Vadakke Mazhuvannur

## General

Your Rubber Park is divided in to two parts – Site A & B - by the low and high level canals of the Periyar Valley Irrigation Project.

**Site A** - the “Carbon Zone” – comprises of 65 acres with :

- Plot # 45 - 83,
- “Sarovaram”-the 25 million litre capacity rain harvesting pond and
- “Punarjani” – the 250 m<sup>3</sup> capacity common effluent treatment plant.

The main entrance area to this zone is christened as “**HANCOCK SQUARE**” after Mr. Thomas Hancock (1786-1865), the English man who invented pickling machine for masticating rubber paving the way for the modern rubber industry.

**Site B** – The “Carbon Free Zone” comprises 45 acres of land with Plot Nos. 1 to 44 and the following establishments :

### 1. “Kautileeyam” Complex

- “J J Murphy Research Centre” – the Testing & Certification Laboratory (Room # 1A, Ground Floor)
- “Kedaram”- the Shopping Mall (Block # 1B)
- Rubber Park Registered Office (Room # 2A, 2<sup>nd</sup> Floor)
- “Tan Sree Dr. B C Sekhar Hall”- the Conference Room (Room # 3A, 3<sup>rd</sup> floor)
- “Oruma” – Office of the Rubber Park Manufacturers Association (Room # 3B, 3<sup>rd</sup> Floor)
- “Thapasya”–the Common Board Room (Room # 3C, 3<sup>rd</sup> Floor)
- “Sadhana” – the Training Centre (Room # 3D, 3<sup>rd</sup> Floor)
- “Nalanda” – the Library (Room # 3E, 3<sup>rd</sup> Floor) etc

2. “Soorya” – the 110/11kV – 25 MVA Substation

3. “Athira & Aswathy” - the Guest suites – 1<sup>st</sup> Floor of Water Tank

4. **“Chaithram”** - Dormitory for 120 male workers

5. **“Vysakh”** - Hostel for 18 male Executives

The main entrance to this zone is named as **“WIKHAM SQUARE”** after Sir. Henry Wikham (1846-1928), the botanist who carried rubber seeds from South Africa to South East Asia pioneering the rubber plantation industry. He only collected 70,000 rubber seeds from Amazon jungles and germinated them at the Kew Botanical Gardens, London.

In this zone only latex based industries and dry rubber units, sans carbon black mixing, are allowed.

# Detailed Instructions

## **Prelude**

### **1.0 Socially Responsive Investment**

In the changed world scenario, every investment is to have three bottom lines. Every Investment is to be Socially Responsive (SRI) and according to Dow Jones, “future is there only for companies making profit and showing good results on a triple bottom line.” Your Rubber Park is bound to be a Socially Responsive Investment and naturally you can never be different. While striving for monetary returns, let us not forget environmental sustainability and social benefits - the three bottom lines.

It is in your – our- best interests, we should ensure social benefits and environmental sustainability. It is our bounden duty to make good for the (adverse) impacts our activities make on the environment, habitat around us. *We should be more accountable not only to the shareholders / investors and to the employees but also to all those affected by our actions - our commissions, omissions and aspirations - including future generations.*

Let us be missionaries with vision and not mere mercenaries.



## 2.0 Allotment of Land in the Park

Rubber Park sprawls in to an extent of 110 acres of which about 76.30 acres are available for industrial occupation. KINFRA (one of our Promoters) have made available this land to us on a 99 year lease with an option for extension. This being the case, land can be given for industrial purpose only on lease.

- 2.01 *Allotment of land* – Allotted only on lease.
- 2.02 Land is allotted on lease *initially for 90 years*, or up to 31.12.2097 which ever is earlier with option for further extension.
- 2.03 (a) **Lease Rent** – As fixed by the management from time to time.  
This is to be paid in advance before 30<sup>th</sup> April every year.
- (b) **Monthly maintenance charge payable**: To maintain your Park to top quality, there will be a monthly maintenance charge payable, which shall be fixed by the management from time to time. Maintenance charges for any unit with more than 10 acres of land will be fixed separately by the Board of Directors of your Park.
- 2.04 (a) **Lease Premium/Development Charges** – This is to be paid in one lump before registration of lease deed. This is only a one time payment. The Company has the right to revise it periodically and shall be fixed by the management from time to time.
- (b) The development cost / lease premium so paid is based on the present day cost of acquisition of the land comprising the Rubber Park of which the leased premises is a part and if additional compensation becomes payable in respect of the land acquired for the Rubber Park, as a result of any orders of any Court proceedings pursuant to the provisions of the Land Acquisition Act, the development cost/lease premium payable will get enhanced proportionately to that extent and the Promoter shall be liable to pay the same as and when called upon to do so.

- 2.05 **Registration** –Lease Deed is to be registered at Sub Registry – Puthencruz, in duplicate.
- 2.06 **Registration Charges** – Lease Deed for units inside rubber park is exempted from payment of stamp duty and registration fee as per G.O(P) No.108/2004/TD dt.08<sup>th</sup> July, 2004 and G.O (P) No. 109/2004/TD dt. 08<sup>th</sup> July, 2004 of Govt. of Kerala. and clarification of Govt. of Kerala vide order No. 25689/E2/2015/Ni Va, dated 09.12.2015.
- 2.07 **Possibility for mortgaging the land for availing industrial loan** : As the lease is for more than 15 years, the land allotted can be mortgaged to any Bank/Financial Institution for availing loan. The land value will be reckoned as per the certificate given by the Park authorities. This valuation certificate with permission for mortgage/ hypothecation will be addressed to the Banker / FI of your choice on request.
- 2.08 **Whether the land leased to a unit can be subleased to anybody else or transferred or change in constitution permitted** – Consideration of requests of transfer/change of constitution and subleasing of land is permitted subject to the terms and conditions specified in the Land Disposal Regulation framed by Rubber Park India (P) Ltd. from time to time.
- 2.09 **What all industries can be started at the Park ?** – As a matter of policy, land is allotted only for manufacturing industries using natural rubber or rubber wood as raw material.
- 2.10 **What about process industries like centrifuging, creeping, crumbing etc.?**  
To minimize the possibility of environmental pollution of both air and water, industries likely to produce large quantities of effluent or that may cause air pollution are not being encouraged inside the Park. However, a manufacturing industry with a captive processing unit may be encouraged. Eg: A mattress / condom or a glove unit with a centrifuge with matching capacity may be allowed at the discretion of the Board of Directors of the Rubber Park.

However, creeping mills will never be promoted. In the case of TSR (Crumb) if there are a number of other units coming up in the Park, requiring TSR as a raw material, we might consider the possibility of one such unit as an additional infrastructure. In any case, a clear written recommendation from the Rubber Board is required in the case of captive centrifuge or TSR unit.

2.11 ***Why such restrictions?***

Environmental pollution is a highly volatile issue in Kerala with its high literacy and density of population. It would be extremely dangerous and delicate to have polluting industries within an industrial estate with close proximity to habitats. Thus, your Rubber Park situated in a highly populated area cannot afford to have another “Karimugal” or “Plachimada” repeated!

2.12 ***Utilisation of land – Time Frame*** : The land allotted is to be put to industrial use in 24 months from the date of taking over possession or from the date of execution of lease agreement, whichever is earlier. If no effective steps are seen taken by the Promoter, for the proper utilization of the land despite reminders, the Park will have the full right to take back the land after issuing a notice in which event 10% of the development cost/lease premium paid will stand forfeited and the cost of damages caused if any shall be recovered from the balance 90% payable to the Promoter. This is important as your Park is established at tax payers cost and we cannot afford to waste it or keep it underutilised. Similarly in the event the Lessee backs out from the proposal of setting up the industrial unit in the Rubber Park, any time, on his own accord, 10% of the lease premium/development cost paid by him shall stand forfeited and the cost of damages caused if any shall be recovered from the balance 90% payable.

### **3.0 Documents to be executed**

3.1 Memorandum of Understanding: An MoU is to be signed on a stamp paper agreeing to abide by the rules and regulations of the Rubber Park while expressing one's decision to take land on lease. This is to be done immediately once your decision is taken but before lease deed is registered. Format to be used is given in **Annexure : I. (see page # 25)**

3.2 Lease Deed : To be registered after making the full payment of Lease Premium/ Development Cost of land. **(Annexure : II) (see page # 33)**

#### **4.0 Dues and Deposits**

- 4.1 Deposits made with the Park : Any deposit made with us will fetch interest at the rate as paid by the SBI on 01<sup>st</sup> April of that financial year for a deposit of 1(one) year duration.
- 4.2 Dues outstanding : Any dues, be it lease rent, maintenance charge, water, effluent treatment charge or anything, to the Park from a unit, outstanding despite repeated notices, shall be adjusted against any deposit the unit has with the Park, irrespective of the purpose of the deposit.
- 4.3 As your Park do not enjoy any subsidy or grant, no dues can be left uncared for. In the event any unit is found to be in default of any dues to the company despite notices, any or all utilities like water, and effluent treatment etc to the unit will be disconnected / discontinued.

## **5.0 Drainage**

- 5.01 Your Park is provided with concrete drains all throughout. However, it is meant only to carry unpolluted storm water and not any polluted water or effluent from any industrial unit.
- 5.02 Every industrial unit is to have their own soak pits to receive wash water, waste water, water from hand wash basins and toilets. No waste water outlets shall be open to the drains.
- 5.03 Any overflow from the soak pits may be collected in a separate tank and we will be happy to take it away for treatment along with effluent at cost.

## **6.0 Building Rules**

- 6.01 Rubber Park is not exempted from the operation of Kerala Buildings Act. All buildings to be constructed inside the Park are to conform to the regulation laid out in the Building Act. Promoters are required to get plans for their buildings prepared by recognized Architects, Engineers, Designers only.
- 6.02 Promoters are to get their building plan approved by the Rubber Park before any construction is taken up.
- 6.03 You are requested to keep the tone of the Rubber Park as far as possible while designing your factory buildings.

## 7.0 Utilities

### 7.01 Utility Development Cost

Every unit is to pay infrastructure/utility development cost on demand for availing any facility like water, effluent treatment. The amount payable will be Rs. 1750/KVA as a thumb rule. For easy calculation, the actual connected load in the case of LT connections and in the case of HT consumers, the capacity of the transformer(s) installed will be taken as the base.

#### (A) Water

##### i. Industrial Water

- (i) Any industrial unit will be provided with water for industrial use from the water supply system from the day one onwards. Connection will be given from the pipelines running along the roads through pipes of 15 mm to 50 mm diameter, as required. For construction purposes also water connection could be given but at a different tariff.
- (ii) The Promoter shall not tap the ground water by constructing open/tube wells or by any other means. The Promoter shall confine to the water supplied by the Park Authorities.
- (iii) How to apply for connection?  
An application in the prescribed **format (Annexure. III A) (see page # 43)** is to be given to the Manager (T). The applicant will have to bear the cost of materials involved for taking connection including the water meter. A deposit equivalent to 3 months anticipated water charges is to be furnished along with application. This deposit will be a function of the actual consumption and tariff. This deposit will fetch you interest at SBI rates as at 01<sup>st</sup> April for deposit of 1 year.
- (iv) Connection Charges : Connection charges as per the following details is also to be remitted along with the application.

Up to 20 mm dia	- Rs. 500/-
20-24 mm dia	- Rs. 750/-
25-32 mm dia	- Rs. 1000/-
33-50 mm dia	- Rs. 1500/-
- (v) Tariff & Invoicing : The water charge levied is in line with that of the KWA. There will be periodic revision. Monthly invoices for the consumption raised by the Park authorities will have to be settled immediately on receipt. (Say in max 10 days)



- (vi) **Penalty & Reconnection Charges:** Delay in settling the bills beyond 10 days will attract penalty @ 16.5% p.a. However, any delay beyond 15 days may result in disconnection of supply.

Please note: Should there be a disconnection due to non payment of dues, the consumer will have to pay a Reconnection charge of Rs. 250/- in addition to all dues for getting water supply restored.

- (vii) As the maintenance of your 3 MLD water supply system is a costly affair, a minimum amount shall be payable by all consumers every month irrespective of any consumption or not.
- (viii) 25% of the tariff will be a fixed component payable by every unit irrespective whether there is any consumption of water or not. The monthly contracted quantity or the actual monthly average consumption which ever is more will be reckoned for this purpose.
- (ix) An agreement is to be executed in a stamp paper in the prescribed format. **(Annexure III B) (see page # 46)**
- (x) **Rain Harvesting :** Your Park is provided with a massive rain harvesting system – “Sarovaram” with a capacity to store 25 million litres of water. It takes care of storm water of more than 150 acres of land in and around the Park. However, you are at liberty to have rain harvesting system if you wish.

## **ii. Drinking Water**

- (i) You can have drinking water which is further purified using micro filters and activated carbon & UV treated in 20 litre bottles from the Park at cost.

## **(B) Power**

The power supply systems at Rubber Park are top-notch, guaranteeing a smooth functioning throughout. Rubber Park offers electricity through a 110/11kV, 25 MVA Substation and dedicated internal power distribution system with built-in redundancies. Your Rubber Park is the licensee for the distribution of power inside.

- (i) You have a 110/11kV 25 MVA Substation – “SOORYA” already in existence inside your Park. The underground distribution network is of ring main type with 9 unitized Substations. All LT connections will be given directly from these unitized Substations of 250/500 KVA capacity. HT connections would be made available from the underground 11kV cables through a dedicated ring main unit. Any amount of power could be made available to any unit as stipulated in the Electricity Act 2003 and Kerala State Electricity Supply Code 2014 and its amendments.
- (ii) The tariff applicable will be as declared by the KSERC from time to time for industrial / other consumers. As on 30/06/2018, it is the same as that of KSEB Ltd.
- (iii) Temporary power connection for construction purposes can be had at 3Ø / 1Ø LT at the applicable tariff.
- (iv) Cost of any item/materials used exclusively for the unit will have to be borne by the unit.
- (v) All efforts that are humanly possible have been taken to ensure that you are getting quality power. Power is taken from KSEB at 110kV through double circuit dedicated lines. Always you are connected to the generating station or to the load dispatch center at Kalamassery. The Substation has two nos of 10/12.5 MVA transformers to make the distribution balanced and reliable. The ring main distribution system with 11kV underground cables and 9 nos unitized substations make it really reliable. However, nobody can guarantee 100% fail proof/reliable power. As such, you are requested to have your own alternate arrangements for power should you feel that your system is critical.
- (vi) Redressal of grievances: Rubber Park is having an exclusive Consumer Grievance Redressal Forum for redressing the electricity related complaints of the consumers. The Consumers are advised to approach the appropriate Officers of the Rubber Park for redressing their grievances initially. If the complaint is not rectified in time to their satisfaction they may approach the Chairman, Consumer Grievance Redressal Forum (CGRF), Rubber Park for further redressal of the complaint. CGRF shall settle the disputes in accordance with the provisions of Electricity Act 2003 and Electricity Supply Code issued by the Kerala State Electricity Regulatory Commission. If the grievances are not satisfactorily solved by the CGRF, the consumer can make appeal to the State Electricity Ombudsman for further redressal of the complaint.

(vii) How to apply for power ?

Consult our Electrical Wing and please do make your application in the prescribed format. An agreement is to be executed in a stamp paper in the prescribed format.

(viii) **A word about Prepaid Meter System :**

Rubber Park is following prepaid meter billing system for the Electricity Consumers.

In this connection, the following points are to be noted to make this an asset:-

1. You have to have a deposit equivalent to at least two months anticipated Energy bill or theoretical consumption to start with. Value of your money is guaranteed as you can draw power to the last paise.
2. You can top up your pre payment account normally when your consumption reaches 75% of average monthly bill during the initial stabilization period. You may be able to replenish it with a smaller amounts several times a month, probably later on. The credit establishment charges in the prepaid billing system will be as approved by the KSERC from time to time (As on 30/06/2018, the first credit establishment is free of cost and subsequent each credit establishment in a month attracts Rs. 100 as credit establishment charge). You can recharge your prepaid electricity account through RTGS/NEFT/DD.
3. You may put in any amount of money to your prepaid account when the sun shines as it will be in your good stead when it rains.
4. Once your balance becomes zero or negative, your supply will be disconnected.
5. To enable us to help you better, please do furnish the mobile number and email id of your designated officer to which warnings/information's are to be sent.
6. The supply can be reinstated on recharging your account. But please note that the monthly fixed charge will be debited first (on the basis of 75% of contracted demand for HT & based on the connected load for LT) on the first day of the month and adjustments on MD charges

based on your actual demand, if any, will be done as and when it occurs.

7. A reconnection charge as approved by the KSERC will be charged when supply is restored consequent to disconnection due to zero or negative balance.

### **(C) Waste Management**

Your Park is designed to have maximum cleanliness inside. However, it all depends how you put them to use. This mother earth is not ours alone. It also belongs to the generations to come. As declared by the Rio Earth Summit, we are duty bound to keep it clean, safe and habitable not only for us but for the billions to follow us as well. We have no right to pollute it, to abuse its faculties or to endanger its flora and fauna.

At your Park, we have taken all possible measures to keep not only the entire Park area but also the area around, the air around, the fields around and the water around absolutely clean and free of pollution.

You have your Common Effluent Treatment Plant to take care of your effluent. You have specialized agency to process your solid waste.

The Common Effluent Treatment Plant accepts effluent of maximum BOD limit of 1500 mg/litre and a COD of 2700 mg/liter and treats it to a level of less than 30 mg/litre. and 200 mg/respectively before it is being used for irrigation.

- (i) Here are the *ten commandments* for you to make your Rubber Park an ideal one:
  - a. Thou shall not keep any material, be it raw material, semi finished or finished goods, or waste, be it liquid or solid – in the open.
  - b. Thou shall ensure that every storage is only on raised platforms with roof, protected from rain.
  - c. Thou shall ensure that no rainwater gets polluted by you or your materials before it reaches the drain. As the drains are connected to the paddy fields around, any colour, any smell, any chemical may invite public wrath and you may not be able to function smoothly.

- d. Thou shall not let any water – be it from your hand wash basin, be it waste water from your floor, toilet,. shop or anything – to the drains of the Park as drains are to carry only the storm water.
  - e. Thou shall have soak pits of your own to receive water from your hand wash basins, shop floors/toilets etc
  - f. Thou shall not litter your Park with any debris.
  - g. Thou shall remove all the debris as and when it is produced – be it construction waste, production waste or packing materials.
  - h. Thou shall keep your factory and premises, the entire land allotted to you with its drive way from the main roads neat, tidy and beautiful.
  - i. Thou shall strictly abide by the rules and regulations laid out by the Pollution Control Board for avoiding / minimizing pollution of all sorts.
  - j. Thou shall spare no effort to have your own in-house waste management to the best of your ability.
- (ii) All these ten commandments can be abridged to the two cardinal ones:
- 1. Thou shall keep your unit and premises in the Park as clean as your own body and soul.
  - 2. Thou shall help the Park authorities and your fellow men to keep your entire Park and surroundings an ideal abode, a pollution free dreamland.
- (iii) Taking cue from the Rio Summit, let us make a solemn oath and a covenant that we shall not pollute our Rubber Park; we shall not cause damage/pollution to our fellowmen around by any omission or commission on our part.
- (iv) “As the Promoters and owners of industrial units in the Rubber Park, we do covenant that in case any of our action either by omission or commission is detected to be causing pollution either to the air around or to the water around, and in case we are found to repeat the same or not to heed to the warnings/instructions of the Pollution Control Board/Rubber Park, the Rubber Park is authorised to disconnect either water or power supply or both to our units without any further warning. This authorisation given to the Rubber Park under this covenant is made solemnly and we further undertake that we will not question the action taken by the Rubber Park under this covenant in any court of law.”

### **Treating your effluent at the Common Effluent Treatment Plant (CETP)**

- (v) Every unit producing effluent will have to have an underground storage tank of sufficient capacity to hold atleast 3 days discharge. This tank is to be located conveniently to facilitate easy pumping off by the tanker lorry provided by the Park.
- (vi) There shall be a 32A 3ø metal clad power plug located near to your tank to facilitate easy pumping. It shall be within 5m from the point of the tanker for pumping. The tanker is equipped with an electrically driven pump.
- (vii) How to apply for availing this facility? Application in the prescribed format (Annexure IV A) (See page # 49) is to be submitted.
- (viii) The present tariff is per population equivalent, for any effluent with BoD < 1500mg/ltr. However, the tariff will be a function of the quality of effluent including BoD, CoD, TDS, oil & grease, TSS etc. The population equivalent of effluent with a BoD of 1500 mg/ltr max comes to 18.75/m<sup>3</sup>.
- (xi) A security deposit equivalent to 3 months anticipated treatment charges is to be made along with the application and an agreement executed in the prescribed format (Annexure IV B) (see page # 51). And this deposit will fetch you an interest at the rate as per the SBI norms prevailing at the 01<sup>st</sup> April of every year applicable for a deposit of 1 year.
- (ix) Fixed Minimum Charge : As the O&M of the CETP is costly, it is imperative that every unit producing effluent and availing the services of plant, pay a minimum amount every month irrespective whether any effluent is produced or not.

25% of the unit rate for the monthly contracted demand/production or the actual monthly average of effluent produced, which ever is more will be the minimum monthly amount payable.

### **(D) Testing & Certification – J J Murphy Research Centre**

Your Park is equipped with a full fledged Research & Development Centre named after James Joseph Murphy, the Irish man who brought Rubber cultivation to the country. H. E. the Maharaja of Travancore gave 300 acres of land in Thattekkad to the erstwhile Travancore Syndicate, a Company formed by Mr. J J Murphy in 1897 for rubber plantation. Later Mr. Murphy developed his own estate in Mundakayam named after his mother “En Thayar” in Tamil!

All your technical problems could be got sorted out here. New products could be developed by reverse engineering or by original research. You could get your products tested and certified to any international standards here at nominal /minimum cost.

## **8.0 Other Facilities**

### **(a) Single Window Clearance**

- (i) Rubber Park has been declared as an agency for Single Window Clearance by the Govt. of Kerala vide G.O (Rt) No. 517/200/ID dt. 01.06.01. All licences and clearances to be given by the State Govt/Agencies including Pollution Control Board can be got by making an application through this Single Window system.
- (ii) Rubber Park is not exempted from the operation of the Pollution Control Acts. So every unit coming up in the Park is to obtain clearance from the State Pollution Control Board for both setting their unit before commencement of construction as well as for operating their unit after completing construction. All applications required can be had from the office of the Park and all licences/clearances can be got through the fastest Single Window track.

### **(b) Investment Subsidy**

- (i) All the units in the Park is entitled to a State Investment Subsidy as fixed by the government from time to time

### **(c) Accommodation**

#### **(i) Guest Suites**

You can be boastful of the two air-conditioned guest suites “Aswathy” & “Athira” provided under the water tank.

- These suites can be had for temporary accommodation of your guests at nominal rates.
- Booking will be made only on industrial units names against payment in advance.

**(ii) Hostel for Male Executives - Vysakh**

At present we have 16 single rooms for male Executives

- This facility can be availed only by industrial units and not by any individual
- Application forms for accommodation and agreement to be executed are given in Annexure V A (see page # 56).

**(iii) Dormitory for Male Workers - Chaithram**

A dormitory for 120 workers is also provided.

- This facility can be availed only by industrial units and not by any individual
- Application forms for accommodation and agreement to be executed are given in Annexure V B (See page # 60).

All buildings are provided with recreation facilities and washing and drying area.

Accommodation for ladies could be provided on demand later.

**(d) Meetings**

Your Park is having facilities for conducting conferences, meetings, trainings etc at the “Kautileeyam.”

**(i) Board Room**

- An air-conditioned board room “Thapasya” for conducting Board meetings / discussions available at nominal rates. (Room # 3C)



**(ii) Training Room**

- A seminar/training room – “Sadhana”- (40 seats) provided in the same complex is available.(Room # 3D)

**(iii) Conference Room**

- A conference room with 200 seats is also made available. (Room # 3A). This facility has since been re-christened as “TanSree Dr. B C Sekhar Hall”, after Late Dr. B C Sekhar, the great son of Kerala and Malaysia, who contributed much to the cause of Natural Rubber, to be known as “Mr. Natural Rubber” universally and was bestowed with the rare civilian award “TanSree” by the Malaysian Govt.

For details contact : Manager – Technical

**(e) Association of the Industrial Units in the Park**

Your Association, christened as “Rubber Park Rubber Products Manufacturers Association”, (RUPMA) has its office in the 2<sup>nd</sup> floor of your “Kautileeyam” Complex. (Room # 3B) – at “ORUMA” – (Office of the Rubber Park Manufacturers Association)

As the Park is ultimately going to be your own, it is imperative that every Promoter takes keen interest in the activities of your association and makes it effective.

**(f) Commercial Space**

“Kedaram” – your shopping mall in the Kautileeyam Complex has 4 shop rooms.

Please contact our Manager – Technical for details.

**(g) Canteen**

Your Park is equipped with “Poorna” – a full fledged canteen with all modern amenities including a biogas plant. It is located next to the WIKHAM SQUARE.

# **ANNEXURES**

**ANNEXURE : I**

**DRAFT MOU**

**THIS MEMORANDUM OF UNDERSTANDING** made on this .....,  
the ..... day of ....., 200..... **BETWEEN RUBBER PARK  
INDIA (P) LTD**, a joint venture of Rubber Board, a statutory body constituted by  
the Govt. of India and Kerala Industrial Infrastructure Development Corporation  
(KINFRA), a Statutory Corporation constituted by the Govt. of Kerala under the  
Kerala Industrial Infrastructure Development Act 1993, a Company incorporated  
under the Companies Act 1956, having its registered office at 2A, Kautileeyam,  
Rubber Park Campus, Valayanchirangara – 683 556, represented by its Managing  
Director, **Mr.** ....., son of ....., aged ..... years  
(.....), residing at ....., (hereinafter referred to  
as the Rubber Park which expression shall where the context so admits or implies  
includes its successors and assigns) of the First Part and **M/s.** .....,  
PAN ..... represented by its ....., Mr. ....  
, son of ....., aged ..... years ( .....) residing at  
....., (hereinafter referred to as the Promoters) which  
expression shall where the context so admits or implies includes their successors  
and legal representatives of the Second Part.

**WHEREAS**

1. Rubber Park India (P) Ltd, a joint venture promoted by Rubber Board and KINFRA for the purpose of promotion of natural rubber and rubber wood based industries is willing to be associated with the Promoters.
2. The Promoters, i.e., M/s. .... are willing to associate with the Rubber Park for setting up a rubber based industry in the Rubber Park at Irapuram.

3. The Promoters have paid a sum of Rs. .... /- towards the registration charges/EMD for ..... Ares of land in the Rubber Park.
4. The Promoters will have to pay a sum of Rs. .... (i.e., Rs. ..../cent) plus GST as applicable for .....cents of land towards development/lease premium and Rs..... (i.e., Rs. ..../cent) plus GST as applicable for .....cents of land towards additional compensation in respect of the land acquired for the Rubber Park as the result of court orders.
5. However, the development cost / lease premium so paid is based on the present day cost of acquisition of the land comprising the Rubber Park of which the leased premises is a part and if additional compensation becomes payable in respect of the land acquired for the Rubber Park, as a result of any orders of any Court proceedings pursuant to the provisions of the Land Acquisition Act, the development cost/lease premium payable will get enhanced proportionately to that extent and the Promoter shall be liable to pay the same as and when called upon to do so.
6. It is the objective of the promoters to establish a rubber based manufacturing facility in the name and style of M/s..... as a Proprietary/Partnership/Limited Company at the leased land at Irapuram, in Mazhuvannur Panchayat near Perumbavoor, Ernakulam Dist for the manufacture of .....
7. It is the objective of the Rubber Park to acquire / develop and lease out land at Irapuram, near Perumbavoor, Ernakulam Dist and to provide infrastructural facilities for rubber and rubber wood based industries at the Project Site.

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING  
WITNESSTH as follows :**

8. Rubber Park shall allot ... Ares (... cents) approx of land in (plot #.. . – Site...) at the Rubber Park at Irapuram, as detailed in the Schedule “A” forming part of this MOU, to the proposed Company on .... years lease on such terms and conditions as set out in the lease deed, which forms part of this MOU. The Promoters agree that they will pay the required Lease Premium / Development Cost & GST as applicable and execute the lease deed for and on behalf of the manufacturing facility as Proprietors /Partners/Directors before taking possession of the land and commencement of civil works and shall abide by the terms of this MOU, Land Disposal Regulation, lease deed and the “Manual of instructions to the Promoters in the Rubber Park”.
9. The Promoters shall, within █..... days from the date hereof, remit the balance development cost/lease premium, if any, and take over possession of the land allotted and execute the lease deed.
10. In case Rubber Park is not in a position to confirm the provisional allotment made and to hand over the land, for no fault of the promoters, the entire money paid by the promoters shall be refunded to them.
11. In case the Promoters fail to pay the balance development cost/lease premium and to take over the land within the agreed period or in case they back out from the proposal of setting up a unit in the Rubber Park on their own, the Rubber Park shall have the absolute right to cancel the allotment made and in which event, 10% of the amount paid by the Promoters shall automatically stand forfeited.

12. The Promoter shall within three months from the date taking over the possession of land hereof submit the Plans and Drawings prepared for the construction of the said building for the approval of the Rubber Park and the Promoter shall proceed with the construction of the building only on getting the written approval thereof from the Managing Director of the Rubber Park or his duly authorised representative and complete all activities in terms of the following programme as enjoined by this agreement.

	<b>Description</b>	<b>Max. period from the date of lease agreement/taking over of possession of land</b>
	Submission of application for clearances/plans and drawings for the construction of the buildings	3 months
	Commencement of construction of the buildings	6 months
	Completion of Installation of plant and machinery	20 months
	Commencement of commercial production	24 months

13. The Promoters shall pay the following to the Rubber Park :
- **Annual Lease rent** as fixed by the Rubber Park from time to time. At present it is @ Rs. ....../Are/year plus GST as applicable rounded off to the nearest ten. This aforementioned rate of rent is subject to periodic revision.

- **The monthly maintenance charge** fixed by the Rubber Park from time to time. At present it is @ Rs. ....../cent/month plus GST as applicable at the present rate of Rs...../cent / month, subject to a minimum of Rs. .... /month per unit. Bills in respect of this will be included in the water bill for that month and shall be paid by the Promoter within the due date mentioned therein, failing which it would attract penalty @ 16.5 % p.a and may result in disconnection of water supply. This maintenance charge will be subject to periodic revision.
  - **Water charges** at the rates ruling at the time of consumption (existing tariff : Rs. ....../KL) for industrial consumption subject to periodic revision.
  - **Power connection and energy charges** at the rate fixed by the Rubber Park as approved by the SERC
  - **Utility Development Charges:** fixed by the Rubber Park, from time to time. Though it is a function of the area of the plot, water consumed, effluent produced, manpower employed etc, it is now fixed as Rs......./KVA of connected load as a thumb rule plus GST as applicable. In the case of LT consumers the actual load connected and for the HT, capacity of the transformer(s) installed will be taken for this purpose.
  - **Waste Management fee** fixed by the Rubber Park from time to time
  - **Effluent Treatment Charges** fixed by the Rubber Park time to time (existing tariff : Rs.....per population Eqvt i.e, approx. Rs. ....../KL)
14. Any other levies that would be charge by the Rubber Park in consultation with the lessees in the Rubber Park.

15. Any deposits made by the Promoters to the Rubber Park towards availing any services / utility shall bear an interest at the same rates as of SBI for a 1 year fixed deposit prevailing as on 1<sup>st</sup> April of the Financial Year for which interest is due.
16. In case of the facilities / services provided by the Rubber Park and availed by the Promoters, after executing an agreement and making deposits, there shall be a monthly fixed charge @ 25% of the unit tariff payable, irrespective whether the facility / service was utilised or not for any month, for the monthly contracted quantum/unit or the monthly average quantum/unit which ever is higher.
17. Upon failure of either of the parties to this agreement to fulfil any of its obligations under this agreement, the party by such default may give the offending party notice in writing by registered post to rectify the same and if the default is not rectified or at least sufficient steps are not taken to the satisfaction of the aggrieved party for such rectification within a period of Sixty days from the date of receipt of notice the aggrieved party may terminate the agreement at any time thereafter without further notice.
18. The MOU shall not be considered to grant any rights or impose any duty other than those specifically provided herein and in the event of any matters arising during the period of this MOU, which is not provided for herein, such matters shall be dealt with mutual consent of the parties hereto.
19. The parties will support each other consistent with the provisions of this MOU in all deliberations to ensure that the provisions of the MOU are complied with and execute further deeds and agreement to implement this MOU.
20. All notices and other communications between the parties hereto shall be sent to the addresses given above unless any of the parties have informed the other by written communication of any change in address.



21. All disputes and differences that may arise between the parties relating the interpretations of this agreement or in any way touching or concerning this agreement shall be settled by mutual discussions. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kerala and only Courts in Kochi shall have jurisdiction to determine the same.
22. As 'Site B' comprising of about 45 acres of land (plot # 1-44) of the Rubber Park is earmarked only for industrial units where no carbon black is allowed to be brought in and mixed at any time, the Promoter shall not at any time bring into or use carbon black at his factory set up in Site B of the Park.
23. The Promoter shall not cause or allow to cause any water, air or other pollution in Rubber Park in any manner whatsoever by commission or omission on their part and shall observe and comply with all pollution control laws, orders and directions issued by the Pollution Control Board/Rubber Park Authorities.
24. The Promoter shall complete construction of the factory and put the land to industrial use in 24 months (max) from the date of taking over possession of the land failing which the Rubber Park will have the right to cancel the lease deed and take back the land.
25. If any pollution is caused or allowed to be caused in any manner contrary to clause 23 above and such pollution is not stopped/abated despite notice or direction from the Pollution Control Authorities and / or the Rubber Park authorities, the Rubber Park shall have the absolute right and authority to disconnect the electricity supply to the Promoters unit without prejudice to other action and proceedings against the Promoter and the Promoter covenants that they shall not challenge the action taken by the Rubber Park in disconnecting power supply to the Promoter in any Court of Law.

26. The Promoters will have to clear dues if any to the Rubber Park by way of lease rent, maintenance charges, water charges, utility development cost etc and produce a “No dues Certificate” to get utilities to their units.
27. The Promoters shall not tap the ground water by constructing open/tube wells or by any other means. The Promoter shall confine to the water supplied by the Park authorities.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signature to this MOU, which will have effect from .....

For **Rubber Park India (P) Ltd**

For .....

Witness:

**ANNEXURE : II**

**DRAFT LEASE DEED**

**THIS DEED OF LEASE** made on .....the ..... day of two thousand and ..... **BETWEEN RUBBER PARK INDIA (P) LTD.**, CIN ..... a Joint Venture of Kerala Industrial Infrastructure Development Corporation (KINFRA) and Rubber Board, a Company incorporated under the Companies Act 1956, carrying on business of providing infrastructure facilities to the Rubber and Rubber wood based industries and having its registered office at 2A, Kautileeyam, Rubber Park Campus, Valayanchirangara – 683 556 represented by its Managing Director, **Mr.** ....., son of ....., aged .....years (.....), residing at ..... Pin ....., PAN ..... hereinafter called the **Lessor** which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) **OF THE ONE PART AND M/s.** ....., PAN ..... represented by its ....., Mr....., son of ....., aged..... (.....), residing at .....Pin ..... ,PAN ..... (hereinafter called the **Lessee**, which expression shall, unless repugnant to the context, be deemed to include its/his successors and permitted assigns) **OF THE OTHER PART.**

**WHEREAS the Lessor** is the lease hold owner of the property comprising of ..... Ares (.....Cents) approx in plot # ..... in (Site .....) of Rubber Park in Re-survey No. .... ,village: Irapuram, Taluk : Kunnathunadu, District : Ernakulam, Kerala State, and more duly described in the First Schedule hereunder written being part of **RUBBER PARK**, Ernakulam, Kerala.

**AND WHEREAS** the Lessee has applied to the Lessor for a lease of the property described in the First Schedule hereunder written for a term of ..... years commencing from .....

**AND WHEREAS** the Lessor has agreed to grant on Lease the said property to the Lessee for setting up and running an industrial unit for the manufacture of ..... for a period of ..... on the terms and conditions contained therein.

**AND WHEREAS** the Lessor and the Lessee have entered into a Memorandum of Understanding on ..... which essentially forms part of this lease deed.

**AND WHEREAS** the Lessee have paid the development cost / lease premium of Rs. .... @ Rs. .... /cent for .....cents of land and Rs.....@ Rs..... /cent for .....cents towards partial share of additional compensation in respect of the land acquired for the Rubber Park, as a result of Court orders and Rs.....as GST and CESS as per the following payment details.

- 1.
- 2.
- 3.

**AND WHEREAS** the Development Cost / Lease Premium so paid is based on the present day cost of acquisition of land comprising the Rubber Park of which the leased premises is a part and if additional compensation becomes payable in respect of the land acquired for the Rubber Park as a result of any orders of any Court in proceedings pursuant to the provision of the Land Acquisition Act, the Development Cost / Lease Premium payable will get enhanced proportionately to that extent and the Lessee shall be liable to pay the balance amount as and when called upon to do so.

**AND WHEREAS** it is agreed between the parties hereto that the Lessor will grant a lease in favour of the Lessee in respect of the land described in the schedule hereto for the period from ..... to ..... on the terms and conditions herein contained.

**NOW THIS DEED** witnesseth as follows:

1. The Lessee shall pay the Lessor during the said term of the lease an yearly rent as fixed by the Lessor from time to time and currently an amount of Rs. .... - at the present rate of Rs..... per Are (Rupees ..... only) (Rs. .... /cent)- payable in advance on or before 30<sup>th</sup> day of April every year for that financial year (1<sup>st</sup> April to 31<sup>st</sup> March), the Lessee having already paid the rent payable for the current year and if the same is not paid within the said period the same shall carry interest at 16.5% per annum.
2. The Lessee shall pay monthly maintenance charge as fixed by the Lessor from time to time – Rs..... - at the present rate of Rs. .... /cent/month - subject to a minimum of Rs. .... /month per unit. This amount shall be included in the monthly water charges by the Lessor and shall be paid by the Lessee in 7 days from the receipt of bill. Late payment will attract penal interest @ 16.5% p.a and may result in disconnection of water supply.
3. The Lessee shall pay utility development cost fixed by the Lessor from time to time. Though it is a function of the area of the plot, water consumed, effluent produced, manpower employed etc, it now fixed as Rs. ....per KVA of connected load as a thumb rule plus GST at the applicable rate. In the case of LT consumers the actual load connected and for the HT, capacity of the transformer(s) installed will be taken for this purpose.

4. The Lessee shall from time to time and at all times during said term pay and discharge all rates, taxes, charges and assessments of every description now subsisting or which may hereafter at any time be imposed, charged, or assessed upon the premises hereby demised or the building structures etc erected or to be erected thereon. The Lessee shall be bound to pay interest on all overdue payments from the day they become due at 16.5% per annum.
5. The Lessee shall also pay the Lessor the proportionate cost of lighting etc as well as the cost of administration of the Rubber Park, Irapuram, Ernakulam Dist, Kerala State as Maintenance Charges.
6. The Lessee shall use the said land and the buildings constructed thereon only for setting up the industry and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay from the said land or cut/remove any trees from the land.
7. The Lessee shall not assign, transfer or sub-let the premises hereby demised or any part thereof or any buildings erected thereon or any part thereof without the prior consent in writing of the Lessor. Upon such assignment, transfer of sub lease of the demised premises or any part thereof or of the building erected thereon or any part thereof, with the consent of the Lessor in writing and at any rate within three calendar months thereafter the Lessee shall deliver a notice of such assignments, transfer or sub lease to the Lessor setting forth the names and descriptions of the parties thereto and particulars and effect thereof. The grant of permission for the transfer of the same will be subject to the land disposal regulation framed by the Lessor as applicable from time to time.
8. The Lessee shall not tap the ground water by constructing open/tube wells or by any other means. The Lessee shall confine to the water supplied by the Park Authorities, at the rate fixed by the Park Authorities from time to time.

9. The Lessee shall not at any time without the previous consent in writing of the Lessor use the said land or the building thereon or permit the same to be used for any purposes other than that of setting up and running an industrial unit for the manufacture of ..... etc.

10.

(a) The Lessor shall at all times during the said term of the Lease maintain the premises in good sanitary condition and repair and keep the buildings erected thereon in a good and substantial condition. Solid waste if any, of all nature shall not be allowed to litter around the Lessee's premises or inside the Park. It shall be collected and removed by the Lessee. It shall never be allowed to decay/decompose causing disturbance to the neighboring units or shall not be allowed to form any obnoxious smell or toxic gas. Nor it shall be allowed to be in the rain as the running water may get polluted and flow in to the drains causing problems to the public. Also the Lessee shall not let out any waste water to the Park drains., They should have their own septic tank/soak pit/collection pits. Except storm water (rainwater) no other liquid shall be allowed to flow in to the drains built by the Park. Any liquid effluent shall be treated by the Lessee or given to the Lessor for further treatment on agreement and the Lessee shall carry out all requirements and assistance to the Lessor in that behalf. No materials, be it raw material/waste/finished goods shall be kept in the open to be drenched by rain. It shall be kept only on raised platform under proper roof protected from rain or storm water.

(b) The Lessee will ensure that adequate built up storage space on raised platforms with proper roof is provided for the raw material/finished/semi finished goods, debris/waste materials to make them eligible to apply for power connection. They shall obtain a certificate to this effect from the Manager Technical of the Rubber Park and attach the same along with their application for Power.

(c) The Lessee shall not cause or allow to cause any water, air or other pollution in Rubber Park in any manner whatsoever by any commission or omission on their part and shall observe and comply with all pollution control laws, orders and directions issued by the Pollution Control Board/Lessor.

11. No carbon black will be bought into or used at the factory of the Lessee, as it is located in the carbon free zone of the Rubber Park. The Lessee shall bring in master batches of compounds mixed with carbon black from outside.
12. If any pollution is caused or allowed to be caused in any manner contrary to clause 10 & 11 above and such pollution is not stopped/contained despite notice or direction from the Pollution Control Authorities and / or the Rubber Park authorities, the Lessor shall have the absolute right and authority to disconnect the power and/or water supply to the Lessee's unit without prejudice to other action and proceedings against the Lessee and the Lessee covenants that they shall not challenge the action taken by the Lessor in disconnecting water or power supply or both to the Lessee in such an eventuality, in any Court of Law.
13. Since the land is acquired from the public under LA Act for the specific purpose of creating an industrial park, the Lessee shall complete construction of buildings etc and put the land into industrial use in 24 months (max) from



the date of this lease deed failing which the Rubber Park will have the right to cancel the lease deed and take over the land. The Lessee shall, in such an event, be entitled to get back 90% of the development cost/lease premium actually paid less the damages caused by them to the Lessor. Similarly in the event the Lessee backs out from the proposal of setting up the industrial unit in the Rubber Park, any time, on his own accord, 10% of the lease premium/development cost paid by him shall stand forfeited and the cost of damages caused if any shall be recovered from the balance 90% payable.

14. The Lessee shall have the option to renew the lease for such period as may be fixed by the Lessor if the owner of the land renews or extend the period of lease on the expiry of the period of lease to the Lessor by the owner.
15. The Lessor hereby agrees that the Lessee observing all the aforesaid conditions shall peaceably HOLD and ENJOY the said land during the said term of the Lease without any interruption by Lessor, PROVIDED that, upon any breach or non-observance by the Lessee or by any person claiming through or under the Promoter of any of the aforesaid covenant or conditions, the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the said premises and re-possess it, as if this Lease had not been granted and thereupon this demise shall absolutely determine and the Lessee shall be entitled within three calendar months from the date of such re-entry to remove all buildings and fixtures which at any time during the currency of this Lease shall have been erected or affixed by the Lessee upon the said land without any claim to any compensation whatever by the Lessee.
16. The Lessor does hereby further agree that before the expiry of the term of the Lease, the Lessee shall be entitled to remove all or any buildings and structures which at any time during the currency of this Lease shall have been erected or affixed by the Lessee upon the said land without any claim for compensation whatever.

17. It is distinctly agreed that the Lessee shall not claim or be entitled to claim any compensation whatsoever except as regards to the buildings and fixtures not removed by the Lessee from the said land in compliance with any request in writing in this behalf by the Lessor.
18. The Lessee shall have no dues whatsoever like lease rent, water charges, maintenance charges, utility development cost etc outstanding to be eligible to get power connection.
19. The Lessor being the Licensee for the distribution of power inside the Park, the Lessee shall take power from the Lessor. The Lessee shall not generate power on his own or accept power from any other source except with the permission of the Lessor in writing.
20. It is also agreed by the Lessee that any amount due to the Lessor outstanding against the Lessee, despite written reminders could be treated by the Lessor as dues under Electrical Energy Charges and adjusted against any deposit or available balance in the prepaid energy charges. It is further agreed by the Lessee that the Lessor could take actions like serving any or all utilities including water and electricity to the Lessee in case of any default despite repeated request.
21. The Lessor shall be entitled to allow any common utility services such as electric posts, or cables, water supply and sanitary lines, or telegraph post or cables to be taken through the said land, the Lessee shall not be entitled to any compensation in respect of the same including compensation, if any, relating to the space occupied by such utility service. Provided that while allowing such utility services to be taken through the said land, only the minimum possible hindrance shall be caused to the structure in the said land.
22. It is also distinctly agreed that the Lessee shall deliver up the demised premises at the expiration or sooner determination of tenancy, restored to its former conditions.

23. It is further agreed that if the Lessee does not remove the building and fixtures as allowed herein before or restore the demised premises to its original condition, within the time prescribed, the Lessor shall have the right to remove the said buildings and fixtures and restore the demised premises to its original condition and cost of such removal and restoration shall be realised from the Lessee by the Lessor. In case there is any amount left from the sale price of the materials so removed, after realisation of the cost of removal and restoration referred to herein, the same may be utilised by the Lessor for recovery of any other amount that may be due to the Lessor from the Lessee and the balance alone repayable to the Lessee.
24. It is further declared by the Lessee that the Lessee is bound by the provisions of the Land Disposal Regulation, Manual of Instructions framed by the Lessor as well as modifications made thereof from time to time to suit the time and space.
25. The MOU signed by the Lessor and Lessee on .....forms part of this Lease Deed. The Lessee shall also be bound by the terms and conditions of the MOU.
26. This Lease Deed is registered in duplicate and all expenses towards the execution and registration of the same, if any, thereof shall be borne by the Lessee.
27. As per order # 19(11) /95 -Plant B dt. 29.07.1997 of the Ministry of Commerce, Govt. of India Rubber Park India (P) Ltd is Joint Venture of the KINFRA & Rubber Board.
28. This Lease Deed is exempted from payment of stamp duty and registration fee as per G.O(P) #108/2004/TD dt.08<sup>th</sup> July,2004 and G.O (P) # 109/2004/TD dt. 08<sup>th</sup> July, 2004 of Govt. of Kerala and clarification of Govt. of Kerala vide Order # 25689/E2/2105/Ni Va, dt. 09.12.2015.

**FIRST SCHEDULE HEREIN BEFORE MENTIONED**

District : Ernakulam  
Sub District : Puthencruz  
Taluk : Kunnathunad  
Village : Irapuram  
Kara : Irapuram  
Panchayat : Mazhuvannur  
Re-Survey # :  
Old Survey # :  
Area :  
Type of Land :  
Sellers Thandaper # :  
Buyers Thandaper # :  
Description of land :An extent of .....Ares ( .....Cents) approx of dry land  
in Block # .... Re-survey No. .... , situated Irapuram  
Village, Kunathunadu Taluk, Ernakulam Dist, Kerala State.  
  
North :  
East :  
South :  
West :

**IN WITNESS WHEREOF** the parties hereto have affixed their signatures to this  
**DEED** on the day and year first above written.

**(Lessor)**

**(Lessee)**

Witness :

**ANNEXURE : III A.**

**Application for water connection**

To:

**The Manager (Technical )  
Rubber Park India (P) Ltd  
Irapuram**

1. I/We.....hereby request you to supply water on temporary/permanent basis to the premises occupied by me/us hereinafter described. (The Consumer shall disclose his full identity by disclosing his name and his corporate nature, i.e., whether individual, firm, corporation, etc)
2. I/We hereby agree to take the water and pay for the said water, service connection and other dues including the deposit of such security as may be demanded in accordance with the tariff and the conditions and miscellaneous charges for supply of water of Rubber Park for the time being in force and as amended from time to time which shall be binding upon me/us in respect of all matters therein dealt with and further declare and agree to take water supply for the under mentioned purposes for my/our bonafide use.
3. I/We also undertake to receive supply within three months from the date Rubber Park intimates that it is ready to give supply to our premises, failing which I/We undertake to pay Rubber Park the minimum charges as may be applicable.
4. This requisition is for:
  - a) New services
  - b) A re-connection
  - c) An alteration to my existing installation
  - d) A temporary service
  - e) A change of name from .....
5. I/We, am/are the bonafide tenants of the premises (plot # ..... ) occupation of the premises in respect of which this requisition is made in support of which documentary proof is enclosed with this application.

6. Description of the premises:

Plot No : \_\_\_\_\_

Name of Factory : \_\_\_\_\_

Owners Address : \_\_\_\_\_

**(Please strike out items not applicable)**

7. My/our requirements are as follows:

1. Purpose : Construction / Industrial :

2. Connection size: .... mm

3. Quantity required : ..... KL/day

4. Date by which connection is to be effected :

8. Necessary meter/meters/metering equipment shall be provided by me/us may be provided by Rubber Park/for which the full cost will be paid by me/us in accordance with the rules and regulations of Rubber Park in force from time to time.

**Details of Meter :**

a) Make :

b) Model :

c) Size :

d) Serial No. :

e) Test Certificate No. & Date :

(From approved testing authority, original to be submitted along with application)

Signature of the applicant or the person  
Authorised to sign the application

Date :

Name of Applicant :

Designation of Applicant :

Or

Name of the institution on whose behalf

The application is signed .....

(Whether an individual, registered firm, limited company, registered society, local body i.e., municipality, panchayath, corporation, zilla panchayath, etc., should be stated)

**NOTE**

A firm, registered society should quote the authority of the person signing this form. A limited company should comply fully with the requirements under the Companies Act and also state the designation of the authorised person, resolution of the Board of Directors and one of Directors should also sign this form with the seal of the company affixed. The connection shall be in the name of the entity such as partnership., firm, company, etc which shall be the consumer and not the person signing the form on its behalf.

**For office use:**

- Consumer No.
- Type of Connection – Industrial/Construction
- Connection size
- Initial Meter reading
- Rate per KL
- Connection Charges
- Security Deposit
- Others

**FINANCE**

**ENGINEER IN CHARGE**

**APPROVED BY**

**Annexure III B.**

**AGREEMENT FOR THE SUPPLY OF WATER**

**Agreement No:.....**

This agreement is made on the ..... ,  
between **M/s. RUBBER PARK INDIA (P) LTD**, 2A, Kautileeyam, Rubber Park  
Campus, Valayanchirangara – 683 556 represented by its Company Secretary,  
hereinafter referred to as **RUBBER PARK** of the one part and M/s.  
....., represented by its ..... hereinafter referred to as the  
**CONSUMER** of the other part whereby it is agreed as follows :

1. The RUBBER PARK shall supply to the CONSUMER and the CONSUMER shall take from RUBBER PARK all the water required by the CONSUMER for operating the CONSUMERS ..... located at ..... up to a total quantity .....KLD.
2. The supply to the CONSUMER shall be through PVC pipe of ..... mm diameter.
3. The CONSUMER shall pay to the RUBBER PARK on demand for the said supply at the tariff rates and on the conditions of supply in force from time to time and for all such other proper charges as become due from time to time at rates prescribed by RUBBER PARK.
4. The CONSUMER shall deposit with the RUBBER PARK the sum of Rs. .... (Rupees ... .. only ) as security for the purpose of payment or satisfaction of all or any money which shall become due or owing by the CONSUMER to the RUBBER PARK in respect of the water supply or otherwise under this agreement.



5. The CONSUMER shall not be at liberty, save with the consent of the RUBBER PARK to terminate this agreement.
6. The CONSUMER hereby declares that the premise to which service connection is to be given as per his/her application is under his/her occupation as Promoter.
7. In case of the water line laid for giving water connection to the premises mentioned in the schedule requires to be deviated at a later stage, all expenses found necessary for the alterations shall be met by the CONSUMER., and if by circumstance beyond control no alternate route is feasible for maintaining supply to the said premises the CONSUMER agrees to have the supply discontinued.
8. All dues that may become payable by the consumer under or by virtue of this agreement by reason of breach or otherwise are recoverable under the provisions of the Revenue Recovery Act,. as if they are arrears of public revenue due on land or in such other manner as RUBBER PARK may deem fit.
9. The rates shown in the schedule are liable to revision by the RUBBER PARK and the revised rate/rates shall be binding on the CONSUMER and the levy of charges shall be at the revised rate or rates. The bills in respect of this will normally be sent every month and the same shall be paid by the CONSUMER before due date, failing which interest @ 16.5% per annum will have to be paid up to the date of payment. The CONSUMER also agrees that the RUBBER PARK will be free to alter the method of billing whenever it chooses to do so.
10. The consumer also agrees to pay a fixed/minimum charges @ 25% of the applicable tariff for the contracted monthly demand or the actual average monthly consumption every month irrespective whether there is any consumption or not during any month once the industrial water connection is made available by the Rubber Park to the Consumer.

**THE SCHEDULE TO THE AGREEMENT**

1.
  - (a) Address of the premises to which power supply is sought
  - (b) Permanent address of the CONSUMER
  - (c) Description of the premises
2. Purposes for which supply is required: Construction / Industrial :
3. Maximum water required: ..... KLD
4. Tariff applicable : Rs. /KL Rent Payable : Rs. /pm

Signed and delivered by :

**Company Secretary  
Acting for and on behalf of and  
By order and direction of RUBBER PARK**

**(CONSUMER)**

**In the presence of:**

- 1.
- 2.

**ANNEXURE : IV A**

**Application for Treating Effluent**

To  
**The Manager (Technical)**  
Rubber Park India (P) Ltd  
**Irapuram**

Sir,

We would like the Rubber Park to treat the effluent produced by our factory as detailed below:

1. Date of commencement of production
2. Quantity of effluent                      m<sup>3</sup>/day
3. Capacity of storage tank    .....m x .....m x .....m (.....m<sup>3</sup>)
4. Location of the storage tank
5. Availability of 3 ø 32A power plug within 5m from the tanker lorry's position for pumping: Yes / No
6. Quality of effluent

<b>Characteristics of effluents</b>		
<b>Characteristic</b>	<b>Unit</b>	<b>Value</b>
PH		
B.O.D	mg/litre (at 27°C for 3 days max)	
C.O.D (max)	mg/litre	
Suspended Solids	mg/litre	
Sulphides	mg/litre	
Oil & Grease	mg/litre	

7. Security Deposit : 3 months anticipated treatment charge ie. Rs.....

Signature of authorized signatory  
(With name & designation, Telephone #)

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For Rubber Park Office use :

1. Date of receipt of application :
2. Date of commencement of collection of effluent:
3. Date of agreement
4. Details of security deposit

**ANNEXURE : IV B**

**AGREEMENT for Waste Water Management Services in Rubber Park**

This Agreement made on the .....day of ..... Two Thousand ..... between Rubber Park India ( P ) Ltd represented by the Company Secretary, hereinafter referred to as “Rubber Park”, in which expression shall unless the context does not so admit, include his successors in office and assigns, on the one part, and M/s. ....represented by its ....., a Unit located in the Rubber Park as per the lease deed executed by Rubber Park, hereinafter referred to as the “Unit”, in which expression are included, unless such inclusions are inconsistent with the context of the meaning thereof, its heirs, executors, administrators and assigns, of the other part;

Whereas Rubber Park is to provide all basic infrastructure services to the various units in the Park including waste management.

And Whereas Rubber Park have constructed a common effluent treatment plant as per the norms laid down in this regard by the Kerala State Pollution Control Board with the intention to minimize the adverse impact on environment from the operation of units in Rubber Park . All units causing water pollution shall utilize this facility to be more cost effective and socially responsive and environment conscious.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the charges hereby reserved and of the covenants and agreements on the part of the Unit hereinafter contained, Rubber Park do hereby permit the Unit to avail the services of the Common Effluent Treatment System of the Rubber Park

for such time that the Unit exists in the Rubber Park on payment of the Charges every month;

The Unit do hereby covenants with RUBBER PARK as follows:-

1. The Unit shall construct a tank of adequate capacity of atleast of 3 days theoretical max-effluent for the collection of effluent near the entry point to their premises where from it can be pumped out by the truck engaged by the Rubber Park. Therefore, the location of the tank should be such that to facilitate easy pumping and transportation.  
The storage tank shall be protected from rain. Transfer and transportation of effluent should be possible even during heavy monsoon within 5m from the tank there shall also be a 32A 3 ø metal clad power plug point.
2. The Unit shall discharge effluents only to the tank provided for the same at their premises. The unit shall not discharge the effluents into the open drains, storm water drains, public waterways or canals. Violation of this condition shall make the Unit liable for compensating any consequential loss or damage that may be wrought upon RUBBER PARK or other units in the Park, and for imposition of fines by the Managing Director, Rubber Park.
3. The Unit shall discharge its effluents only after primary screening to remove solid particles to ensure economy as well as easy pumping.
4. The Unit shall make an initial security deposit to RUBBER PARK, equivalent to three months' projected charges payable by the Unit for treating their effluents. In the event of the Unit consuming more than the contracted volume or on revision of tariff, the deposit amount shall be modified accordingly and the Unit shall pay the balance due.

5. The Unit shall pay the Effluent Treatment Charges as fixed by RUBBER PARK from time to time. RUBBER PARK shall fix the charges on the basis of Population Equivalent Units (PEU). However, the BOD, COD, TDS, suspended solids and odour of the effluents discharged by the Unit also will have bearing on this. The tariff now fixed is Rs. .... for every PEU which will work out to Rs. .... /m<sup>3</sup> approx. 25% of this will be fixed charges and that shall be payable by the units every month irrespective whether there is any effluent generated or not. The contracted monthly quantity or the monthly average which ever is more will be reckoned for this purpose.
6. RUBBER PARK may revise the Effluent Treatment Charges upwards or downwards once in every 6 months based on changes in costs, total quantity of effluent available or upon revision of the power charges, whichever occurs earlier.
7. RUBBER PARK or their nominated agency shall raise bills for effluent discharged before the 5<sup>th</sup> of every succeeding month based on the actual quantity collected by the representative of RUBBER PARK, and the Unit shall pay the bill amount on or before the 10<sup>th</sup> of that month. A log book showing the quantity collected is to be maintained and signed by the representative of the unit as well as of the Rubber Park.
8. (a) If the Unit does not pay the charges on or before the 10<sup>th</sup> of the month, a fine of 16.5% p.a shall be levied for each day of delay. If there is default on payment, RUBBER PARK may set off the deposit towards the amounts due from the Unit by way of charges, fines, costs, losses or any other amounts.
- 8 (b) If the unit refuses/fails to pay the treatment charges and there is no sufficient amount as deposit for adjustments the Rubber Park shall have the absolute right for disconnecting the power and water connection to the unit.

9. The Unit agrees that the Managing Director, Rubber Park shall have full authority to decide on issues connected with effluent treatment/discharge.
  
10. RUBBER PARK shall endeavor to run the treatment system in an integrated manner so as to minimize the impact on the environment from the operation of the units in Rubber Park as a whole.
  
11. RUBBER PARK shall endeavor to run the system in a cost-efficient manner. RUBBER PARK may run it either directly or through a nominated agency.
  
12. The unit shall invariably inform the Rubber Park in writing, in advance about any stoppage of resumption of work affecting the availability of effluent for treatment. This is important as the CETP is maintained only for the units. Should the unit fail to supply the contracted quantum of effluent on any reason, they shall be liable to pay a minimum of 25% of the monthly average of treatment charge every month.
  
13. The quality of effluent accepted for treatment at the CETP is as under:

<b>Characteristics of effluents</b>		
<b>Characteristic</b>	<b>Unit</b>	<b>Value</b>
PH		
B.O.D	mg/litre (at 27°C for 3 days max)	
C.O.D (max)	mg/litre	
Suspended solids	mg/litre	
Sulphides	mg/litre	
Oil & Grease	mg/litre	



It is the bounden duty of the unit to bring the quality of their effluent within the above limits by their own preliminary treatment as the CETP is designed to treat effluent within the above limits only.

IN WITNESS hereof these presents have been executed by the RUBBER PARK and the Unit on the day and year first above written.

Signed and delivered by :

**Company Secretary  
Acting for and on behalf of and  
By order and direction of RUBBER PARK**

**(CONSUMER)**

**In the presence of:**

- 1.
- 2.

## **Annexure V A**

### **Agreement for Executive Hostel**

This Deed of License made on the ..... between Rubber Park India (P) Ltd. 2A, Kautileeyam, Rubber Park, Valayanchirangara – 683 556 represented by its Company Secretary, (hereinafter called the Licensor) of the one part and M/s....., represented by its .....(Designation) Mr. .... (hereinafter called the Licensee of the other part)

Whereas the Licensee is owner in possession and enjoyment of Room # ..... of the building “Vysakh” at Rubber Park. (Detailed schedule of property attached)

And whereas the Licensor has agreed to give licence to use the said premises, (hereinafter called the demised premises) to the licensee.

Now this indenture witnesseth that in consideration of the license fee reserved hereunder, the licensor hereby give license to use the demised premises for a period of 11 months commencing from ..... and subject to terms and conditions hereinafter mentioned for the residential purpose of the employees of the licensee:

1. In consideration of the license fee hereby reserved and of the covenants and stipulations hereinafter contained on the part of the licensee to be paid and observed, the licensor hereby demise unto the licensee the demised premises to have and to hold for a period of 11 months commencing from the yielding and paying therefore unto the licensor during the said period a monthly license fee of Rs...../-.

The license fee shall be remitted in advance at the office of the licensor on or before 8<sup>th</sup> of every month. And delay in remittance will carry a penalty @ 16.5% p.a.

2. The licensee shall deposit with the licensor an interest free deposit of 3 months license fee. The Licensor shall return this security deposit to the licensee after deducting dues and/or compensating damage caused if any at the time of vacating the premises.
3. The Licensee shall be entitled to use the demised premises for residential purpose of their employee only.
4. Rooms in the Executive Hostel is meant only for single occupancy. The licensees are not expected to keep any guests inside the room. If any such occupation is detected any time, a fine @ Rs. 50/day will be charged for the period of occupation and the licensee will have to vacate the premises forthwith.
5. The licensee shall pay all charges for electrical energy, water charges & other charges for recreational facilities etc at actuals.
6. The licensee shall keep the demised premises in good condition without causing damage to any part of it including fixtures and furniture provided therein. If any damage is caused to the building and fittings therein, the licensee shall pay the cost of the materials damaged to the licensor.
7. The licensor or his agent shall have the right to enter the demised premises at all reasonable times during day time for the purpose of viewing the state of repair conditions of the demised premises and of doing works and things as may be required for any repairs to the demised premises or any part thereof.
8. The licensee shall not assign, transfer or sublet premises hereby demised or any part thereof.

9. The licensee paying the license fees performing and observing the covenants and stipulations on its part herein contained shall, during the period of license quietly enjoy the demised premises and the furniture and fittings (as listed in Annexure) provided in the room without any interruption by the licensor or any person lawfully claiming under or in trust.
10. The licensee shall vacate the demised premises at any time before the expiry of the license period herein before mentioned provided one months notice in writing to this effect is furnished to the licensee by the licensor.
11. The licensee can vacate the demised premises at any time before the expiry of the license period mentioned herein before by giving one month's notice to this effect to the licensor.
12. If there is any breach of covenant by any of the parties either side can terminate the licensee by giving one month's notice to the other.
13. The premises is provided with all electrical bulbs and fixtures in working condition and it shall be surrendered in the same working conditions at the time of vacating as well and during the period of license, the licensee shall be responsible for replacing the fused bulbs etc.
14. Occupation for a period less than 15 days will be treated as half a month and above 15 days will be taken as one full month for the purpose of calculating the license fee for any particular month.
15. In the event of default in payment of license fee beyond a period of one month from the due date, the Licensor will have every right to cancel the license forthwith without notice and adjust the dues from the deposit and get the premises vacated by the licensee.

In witness whereof the parties have executed these presents in the day and the year first above written.

Rubber Park India (P) Ltd  
Licensee

Licenser

In presence of witness:

**Annexure V B**

**Agreement for Workers Dormitory**

This Deed of License made on the ..... between Rubber Park India (P) Ltd. 2A, Kautileeyam, Rubber Park, Valayanchirangara – 683 556 represented by its Company Secretary, (hereinafter called the Licensor) of the one part and M/s. ...., represented by its .....(Designation) Mr. .... (hereinafter called the Licensee of the other part)

Whereas the Licensee is owner in possession and enjoyment of Room # ..... of the building “Chaithram” at Rubber Park. (Detailed schedule of property attached)

And whereas the Licensor has agreed to give licence to use the said premises, (hereinafter called the demised premises) to the licensee.

Now this indenture witnesseth that in consideration of the license fee reserved hereunder, the licensor hereby give license to use the demised premises for a period of 11 months commencing from ..... and subject to terms and conditions hereinafter mentioned for the residential purpose of the employees of the licensee:

1. In consideration of the license fee hereby reserved and of the covenants and stipulations hereinafter contained on the part of the licensee to be paid and observed, the licensor hereby demise unto the licensee the demised premises to have and to hold for a period of 11 months commencing from the yielding and paying therefore unto the licensor during the said period a monthly license fee of Rs. ..../- . The

license fee shall be remitted in advance at the office of the licensor on or before 8<sup>th</sup> of every month. And delay in remittance will carry a penalty @ 16.5% p.a.

1. The licensee shall deposit with the licensor an interest free deposit of 3 months license fee. The Licensor shall return this security deposit to the licensee after deducting dues and/or compensating damage caused if any at the time of vacating the premises.
2. The Licensee shall be entitled to use the demised premises for residential purpose of their employee only.
3. Rooms in the Workers Dormitory is meant only for 10 workers of the Licensee. If at any time, more than 10 persons are seen occupying the room the Licensee shall be liable to pay a fine @ Rs. 50 /day/person for the period of such occupation and the licensee will have to vacate the premises forthwith.
4. The licensee shall pay all charges for electrical energy, water charges & other charges for recreational facilities etc at actuals.
5. The licensee shall keep the demised premises in good condition without causing damage to any part of it including fixtures and furniture provided therein. If any damage is caused to the building and fittings therein, the licensee shall pay the cost of the materials damaged to the licensor.
6. The licensor or his agent shall have the right to enter the demised premises at all reasonable times during day time for the purpose of viewing the state of repair conditions of the demised premises and of doing works and things as may be required for any repairs to the demised premises or any part thereof.
7. The licensee shall not assign, transfer or sublet premises hereby demised or any part thereof.

8. The licensee paying the license fees performing and observing the covenants and stipulations on its part herein contained shall, during the period of license quietly enjoy the demised premises and the furniture and fittings (as listed in Annexure) provided in the room without any interruption by the licensor or any person lawfully claiming under or in trust.
9. The licensee shall vacate the demised premises at any time before the expiry of the license period herein before mentioned provided one months notice in writing to this effect is furnished to the licensee by the licensor.
10. The licensee can vacate the demised premises at any time before the expiry of the license period mentioned herein before by giving one month's notice to this effect to the licensor.
11. If there is any breach of covenant by any of the parties either side can terminate the licensee by giving one month's notice to the other.
12. The premises is provided with all electrical bulbs and fixtures in working condition and it shall be surrendered in the same working conditions at the time of vacating as well and during the period of license, the licensee shall be responsible for replacing the fused bulbs etc.
13. Occupation for a period less than 15 days will be treated as half a month and above 15 days will be taken as one full month for the purpose of calculating the license fee for any particular month.
14. In the event of default in payment of license fee beyond a period of one month from the due date, the Licensor will have every right to cancel the license forthwith without notice and adjust the dues from the deposit and get the premises vacated by the licensee.



In witness whereof the parties have executed these presents in the day and the year first above written.

Rubber Park India (P) Ltd  
Licensee

Licensor

In presence of witness:

### WHOM TO CONTACT FOR WHAT

1	<p>Land</p> <ul style="list-style-type: none"> <li>• Registration</li> <li>• Payment of <ul style="list-style-type: none"> <li>Lease premium</li> <li>Lease Rent</li> <li>Maintenance Charges</li> </ul> </li> </ul>	<p>Chief Financial Officer &amp; Company Secretary Ph# 2655548/2657218</p>
2	Execution of all documents / agreements	
3	Payment of all dues	
4	Land Allotment	
5	<p>Water Supply</p> <ul style="list-style-type: none"> <li>Drinking</li> <li>Industrial &amp; Construction</li> </ul>	<p>Manager (Technical) Ph # 2655548 / 2657218</p>
6	Waste Management	
7	<p>Accommodation</p> <ul style="list-style-type: none"> <li>Exec. Hostel</li> <li>Dormitory</li> <li>Guest Rooms</li> </ul>	
8	<p>Board Room</p> <p>Training Room</p> <p>Dr. B C Sekhar Convention Centre</p> <p>Commercial space</p>	<p>Manager – Civil</p> <p>Ph# 2655548/2657218</p>
9	Single Window Clearance	
8	<p>Power Connection, Distribution</p> <p>Power failure</p>	<p>Resident Engineer – Electrical</p> <p>Ph# 655548/2657218 Ph#2655218 (Substation)</p>
11	J J Murphy Research Centre for Testing & Certification	<p>Asst. Director -Research Ph# 2657218</p>
12	For all your appeals/unabated problems	<p>Managing Director Ph# 2655538</p>