



# **RUBBER PARK INDIA (P) LTD**

(J/V OF KINFRA & RUBBER BOARD)

## **LAND ALLOTMENT, MANAGEMENT GOVERNANCE AND DISPOSAL REGULATIONS**

OF

**Rubber Park - Piravanthur, Kollam(Dt.)**

### **RUBBER PARK INDIA [P] LTD**

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## **Rubber Park - Piravanthur, Kollam(Dt.)**

### **LAND ALLOTMENT, MANAGEMENT, GOVERNANCE AND DISPOSAL REGULATIONS**

The Land Disposal Regulations are framed as a binding document in dealing with application, allotment and leasing of land for setting up of industrial units in the Rubber Park-(Piravanthur) .

#### **1. Short Title and application**

These regulations may be called “**Rubber Park (Piravanthur) Land allotment , Management , Governance and Disposal Regulations 2022 ”**

- A) These regulations shall apply to all lands purchased or acquired directly by Rubber Park or held or taken on lease or lands transferred to or placed at the disposal of the Rubber Park by Government or KINFRA from time to time and land allotted and leased to entrepreneurs for setting up industrial or commercial units
- B) It shall come into force and shall deemed to have come into force with effect from 30.12.2022.

#### **2. Definitions**

In these regulations unless the context otherwise requires:

- i. “**Allottee**” means any person to whom land is allotted under these regulations and includes his successors in interest or permitted assignees.

- ii. **“Applicant ”** means any person who has applied for allotment of land under these regulations.
- iii. **“Common Amenities”** means amenities such as canteen, telecom and internet facilities, warehouse, training centres, and the like which are made available in the Park for the common use of the allottees.
- iv. **“Common Portions/Common Areas”** means those parts of the building and/or premises including land, gateway, enclosures, compound walls, fencing, paths, internal roads, open grounds, gardens, passages, corridors, staircase, terrace, cabins, fittings, fixtures and installations whether for water supply, drainage or lighting purpose which are permitted to be used in common by all persons to whom land has been allotted/leased.
- v. **“Common Services”** in relation to common portions means the services, which are rendered by the Rubber Park for maintaining, running or keeping in good condition the common portions/common areas as may be regulated by the Rubber Park
- vi. **“Entrepreneur”** means any individual, partnership firm, limited liability partnership, private limited company, public limited company, co-operative society, societies registered under the charitable societies Act or any other body corporate engaged in industrial, commercial or business activity.
- vii. **“Industrial Activity”** means the activity of setting up and running any rubber and rubber wood based industrial unit other than Red Category notified by Pollution Control Board or any other activity for development of infrastructure facility within the Rubber Park.

- viii. **“Industrial Park”** means those lands developed by RPIPL as an industrial Park under the name Rubber Park for carrying out industrial/commercial activity
- ix. **“Infrastructure Structure facility”** means provision for roads, street lighting, Sewage, drainage , telecommunication, internet , security , effluent treatment plant and any other common facility provided by Rubber Park for the beneficial enjoyment of land allotted to entrepreneurs.
- x. **“KINFRA”** means Kerala Industrial Infrastructure Development Corporation, a statutory body of Government of Kerala having its head office at Sasthamangalam, Thiruvananthapuram-695 010.
- xi. **“Land”** means land as defined in regulation1(A).
- xii. **“Land Allotment Committee”** means the Committee constituted by the Board of RPIPL with such powers and functions for dealing with all matters connected with allotment, lease or transfer or the disposal of land owned or held by the RPIPL and developed as an industrial Park. The Committee shall consist of such number of members not less than three and not more than nine nominated by the Board of Directors of the RPIPL.
- xiii. **“Lease Premium** “means the lease premium fixed by the Pricing Committee constituted by RPIPL for leasing out the land to the allottees either as one-time down payment or on installments under clause 6 below.
- xiv. **“Lessee”** means any person-to whom land in Rubber Park is leased for specific duration either on payment of lease premium or rent or both for industrial or Commercial or business activity and includes his successors in interest or permitted assignees or permitted sub-lessee.

- xv. **“Managing Director”** means the Managing Director of RPIPL appointed by the Board of Directors of RPIPL and includes any other Officer to whom the powers and functions of the Managing Director may be delegated/assigned by the Board.
- xvi. **“Designated Officer”** means any officer who is appointed in the permanent service of the RPIPL or on deputation from other organization or on contract basis to whom such powers, duties or functions of the Rubber Park, Piravanthur may be assigned.
- xvii. **“Plot”** means the plot of land at Rubber Park demarcated for allotment to entrepreneurs under these regulations.
- xviii. **“Pricing Committee”** means the committee constituted by the Board of RPIPL for fixing the Development cost / Lease Premium and the committee shall consist of such number of members as may be determined by the Board from time to time
- xix. **“Rent”** means the annual periodical payment to be made by the lessee for the plot allotted by the RPIPL in addition to the lease premium payable under the lease deed
- xx. **“Rubber Park, Piravanthur”** means the Industrial park developed by RPIPL at Piravanthur, Punalur in Kollam (Dt) for allotment to the entrepreneurs intending to set up rubber and rubber wood based industrial units .
- xxi. **“RPIPL ”** means the Rubber Park India (P) Ltd, a joint venture of Kerala Industrial Infrastructure Development Corporation (KINFRA), and Rubber Board, incorporated under the Companies Act, 1956 and having its registered office at 2A Kaudileeyam, Valayanchirangara , Ernakulam District 683 556 and includes its successors in interest.

xxii. **“Standard design factory buildings”** means factory buildings constructed as per the standard designs approved by the RPIPL and other Statutory authorities for leasing out to entrepreneurs for setting up industrial units

xxiii. **“Subsidiary Companies”** means subsidiaries formed by RPIPL to develop industrial infrastructure facilities in which RPIPL shall hold not less 51% of the equity capital.

The words and expressions used in these Regulations but not defined therein shall have the same meaning respectively assigned to them by the Companies Act, 2013.

### **3. Layout of Industrial Park**

Allotment of plot shall be made as per the Lay out plan prepared by RPIPL and same shall be made available to the entrepreneurs/applicants for verification before allotment under these regulations.

### **4. Parties to whom the land may be allotted**

The plots of land may be allotted to

1. Entrepreneurs for setting up industrial unit in the industrial park other than units under Red category.
2. Providers/ Developers of common amenities/infrastructure in the Rubber Park.

Provided that land may also be allotted to subsidiary companies/ other public sector undertakings by the Rubber Park on such terms as may be decided from time to time.

## 5. Manner of disposal of land

- (a) The plots of land may be disposed after considering individual applications in the prescribed form on lease hold basis.
- (b) Lease will be granted initially for a period of 30 years which can be extended for a further term of 30 years on payment of a processing fee of Rs.5000/- (Rupees five thousand only) plus applicable GST(tax)/levies provided that the Lessee has complied with all the terms and conditions under in the previous lease deed and there is no outstanding dues pending from the Lessee. Since, the land is obtained by Rubber Park on lease from KINFRA, the period of lease to the allottee or its renewal there of shall not exceed the period of lease covered in the original lease from KINFRA .
- (c) In exceptional circumstances land may be allotted to Central or State Governments, Statutory Corporations or Government Companies or public sector undertakings for the provision of common amenities on such terms and conditions as the Board may decide.
- (d) Notification No.12/2017-Central Tax (Rate) Dt.28.06.2017 and Office Memorandum No.CBIC-190354/176/2023-TO (TRU II)-CBEC Dt.22.09.2023, both issued by the Ministry of Finance, Govt. of India, the lease premium/development charges being collected for granting long term lease (lease of thirty years or more) of industrial plots in Rubber Park would be exempted from GST
- (e) If the lessee opts to prematurely terminate the lease, GST will be payable at appropriate rates, and it will be deducted from any amount outstanding to be paid as per Office Memorandum No.CBIC-190354/176/2023-TO (TRU II)-CBEC Dt.22.09.2023, issued by the Ministry of Finance, Govt. of India.

## 6. Fixing of Lease Premium

- (i) **Lease Premium** - The lease premium will be fixed by the Pricing Committee taking into consideration the cost of acquisition of land and development cost including cost of infrastructure facilities and common amenities(if any) provided in the Park. The Pricing Committee will consist of Managing Director and other members nominated by the Board of Directors of RPIPL from time to time.
- (ii) **Additional Premium** - The lease premium is fixed based on the present day cost of acquisition of land / present lease premium fixed by the original owners of land, cost of development including cost of infrastructure facilities and common amenities (if any) provided in the Park. In the event of the Rubber Park( RPIPL) is called upon to pay enhanced compensation in LAR cases awarded by court or enhanced lease premium payable to the owners of land, the lessee or the allottee shall pay such enhanced cost of acquisition or enhanced lease premium proportionate to the area of land allotted to the lessee/ allottee when called up on to do so by the Rubber Parkas if it were part of the original premium.
- (iii) **Revision of Lease Premium-** Lease premium fixed at Rubber Park is liable to be periodically reviewed and revised by the Pricing Committee subject to approval of the Board of Directors of RPIPL. The revised lease premium shall apply prospectively to allotments made after the revision.

7. In addition to the Lease premium the Allottee is liable to pay Annual lease rent as fixed by the Rubber Park from time to time.



8. The Allottee is also liable to pay monthly maintenance charge, towards the maintenance of the common facilities in the park fixed by the RPIPL from time to time.
9. The Allottee/Lessee is liable to pay taxes/duties , cess and levies as fixed by Govt. of India/Kerala from time to time, at the applicable rate , on any payment made towards EMD (Earnest Money Deposit), lease premium, lease rent, monthly common facility/maintenance charges, etc
10. All outstanding dues after the due date of payment shall carry interest at 14.5 % per annum or such other rate as may be fixed from time to time by the Board of RPIPL

#### **11. Utility and Other Charges**

- (a) Water required for the industrial units will be distributed by Rubber Park/KINFRA, from the water supply system developed by Rubber Park/KINFRA, as per the tariff fixed by the Rubber Park/KINFRA authorities from time to time and the allottee/ Lessee shall pay water charges as per monthly bills / invoice raised by Rubber Park.
- (b) At present, Electricity supply required for the industrial unit and Park is provided by KSEB Ltd. The Allottee/Lessee shall apply and obtain Electricity connection directly from KSEB Ltd and provide separate electricity meter for each unit and pay Electricity charges to KSEB Ltd as per the tariff fixed by the Kerala State Electricity Regulatory Commission(KSERC) from time to time.
- (c) The Allottee/ Lessee is also required to pay Waste management fee (if any) fixed by the Rubber Park from time to time.
- (d) Any other levies that would be charged by the Rubber Park in consultation with the lessees in the park

- (e) All outstanding dues to Rubber Park after the due date of payment shall carry interest at 14.5 % per annum or such other rate as may be fixed by RPIPL from time to time .

## **12. Mode of Payment**

The allottee/ lessee shall pay 100% of the lease premium as one time down payment. The payment schedule for other payments if any by the allottee/lessee will be as decided by the Rubber Park from time to time.

## **13. Application for land in Rubber Parks**

The application for allotment of land shall be made in the prescribed form (Form No.A) along with an application fee of Rs.5,000/- (subject to periodic revision) plus GST by way of demand draft drawn in favour of Managing Director, Rubber Park India (P) Ltd payable at Ernakulam, along with a project profile/ Project report of the industrial unit proposed to be established. The application fee is not refundable. The application will be considered on first come first out basis depending on the availability of plot

## **14. Consideration of applications for plots by the Land Allotment Committee**

On receipt of application and project profile/project report from the applicant, the Managing Director/ Designated Officer shall make such enquiries, as he deems necessary and place it before the Land Allotment Committee with his recommendations. Managing Director/ Designated Officer may call for additional documents and information as he may deem necessary for scrutiny of the application before it is placed before the committee.

## **15. Allotment of land**

The Land Allotment Committee shall consider the application along with the recommendation of Managing Director/ Designated Officer and if it is found that the application is in order, Committee may decide to allot the land. Committee shall have the right to determine the maximum area to be allotted to a single applicant depending up on the availability of land irrespective of the area applied for.

The Committee shall meet as often as it is necessary and minutes of the meeting shall be communicated to all members Managing Director/ Designated Officer shall issue notice convening the meeting and he shall keep the record of all proceedings of the meeting.

The allottee shall pay 100% lease premium fixed by the Pricing Committee for the plot allotted to the applicant on receipt of final letter of allotment after deducting any EMD paid by him along with application for allotment.

## **16. Letter of intimation:**

On allotment of land by land allotment committee, the Managing Director or Designated Officer shall issue a letter of intimation to the applicant in the prescribed form (Form No.B) stating the extent of land proposed to be allotted, the lease premium/ payable by the applicant and direct the applicant to remit 10 % of the lease premium/as EMD within 15 days from date of receipt of letter of intimation in order to make a firm allotment of land. The EMD shall be adjusted against the lease premium, once the allottee makes payment of balance lease premium within the stipulated time and enter into a MoU with Rubber Park.

## **17. Allotment Letter/Order**

On receipt of EMD under clause 16 ,Managing Director/ Designated Officer shall issue a letter of allotment in the prescribed form (Form No.D) to the allottee making a firm allotment of land and directing the allottee to make payment of balance 90% of the lease premium along within 60 days from the date of allotment letter .In case the allottee fail to pay the balance lease premium and fails to take over the land within the agreed period or in case the allottee backs out from the proposal of setting up a unit in the Park, Managing Director shall have the absolute right to cancel the allotment made to the allottee and in which event, 10% of the amount paid as EMD shall be forfeited and Land can be allotted to any other entrepreneur

## **18. Handing over possession of land to the allottee**

Within 30 (thirty) days from the remittance of full amount towards lease premium the possession of land shall be handed over to the allottee after executing an MoU/License agreement . No allottee shall be given possession of the land allotted to him before remittance of full amount and before executing a MoU/ License agreement.

## **19.Approval of building plan**

With three months from the date of handing over possession of the plot and before commencement of construction of building or development of plot, the allottee shall submit a plan and drawing of the building to the Managing Director/ Designated Officer for his approval and after getting the approval from Managing Director/ Designated Officer the allottee shall submit the lay out plan, building plan and drawings to the local authority/ single window clearance board and obtain the building permit and approval of lay out plan and comply with and observe all building rules and regulations prescribed under Kerala Municipal

Building Rules/ Kerala Panchayat building rules as amended from time to time. The main entry to the plot will be finalized by RPIPL either during finalization of layout plan or during approval of the building plan by RPIPL and the same will not be allowed to change, having due regard to the smooth functioning of lessees in the adjacent plots and park.

## **20.Execution of Lease in respect of plots allotted to entrepreneurs**

On remittance of full lease premium the allottee shall be entitled to get a lease deed executed in his/its favour in the prescribed format duly registered with the concerned sub Registry Office. The cost of preparation and registration of lease deed if any shall be borne by the Lessee.

## **21.Plots to be mortgaged to financial institutions**

Rubber Park may permit the allottee to mortgage lease hold right in respect of the land allotted to the entrepreneur to financial institutions or banks to secure the financial assistance sanctioned or agreed to be sanctioned to the industrial unit. Such financial institutions/bank shall on creation of mortgage give intimation to the Managing Director of Rubber Park and there upon said bank/financial institution shall have the first charge over the lease hold interest only of lessee on such land. Before creating the mortgage, the bank/financial institution, Rubber Park and the Lessee shall enter into tripartite agreement specifying the rights and obligations of parties upon creating the charge.

In case the Financial institution/Bank initiate action to recover their loan by enforcement security interest by sale of lease hold property mortgaged to them to any prospective buyer/ auction purchaser, the Financial institution/Bank as the case may be shall transfer the interest in lease hold property only for the remaining period of lease for setting up / running Rubber and rubber wood based industries only after clearing all outstanding dues if any to the Rubber Park.

The transferee shall pay 10 % of the difference in lease premium of the land prevailing in the Park at the time of transfer between the lease premium paid by the original allottee and the lease premium prevailing in the Park at the time of transfer.

## **22. Excavation not allowed**

The allottee shall not effect any excavation upon any part of the allotted plot or remove any stone, earth, or other material there from except so far as may, in the opinion of the Rubber Park be necessary for the purpose of forming the foundations of the buildings, erection of plant and machinery, storage tanks and construction of compound walls. Bore well or open well construction is not permitted in the allotted area.

## **23. Allottee not to cause any nuisance**

23.1 The allottee shall not at any time, do, cause or permit any nuisance in or upon the allotted land which may be obnoxious or injurious or offensive by reason of effluent, dust, smoke, gas, noise, vibration or fire hazards etc to neighboring plots/industrial units. The area allotted shall be maintained well by the Allottee/lessee. Collapse of premises during lease period shall be corrected by the allottee/lessee. Any modification on Roads, Water supply systems, Electric Power supply system for the requirement of the allottee , inside and outside the allotted plot, will be on approval from RPIPL and at the expense of the Allottee/lessee only. The allottee shall not dispose any kind of waste to the common area or roads inside the park.

23.2 The allottee shall observe and comply with all acts and rules, regulations, circulars, government orders framed/issued from time to time by the Local Authorities, Kerala State Pollution Control Board/ Health Department/ Factories and Boilers Department, Department of Fire and Rescue services,

Kerala State Electricity Board Ltd/Forest Department and other statutory authorities for construction of building and setting up and running the industrial unit.

23.3 The Lessee shall obtain consent to establish and consent to operate the industrial unit from the Kerala Pollution control Board and comply with all conditions stipulated by Pollution Control Board.

The Managing Director shall have full powers to regulate these matters.

#### **24. Allottee to keep the RPIPL /Rubber Park indemnified against damages**

The allottee shall keep the RPIPL/Rubber Park and all its officers/employees indemnified against any and all claims for damages arising as a consequence of the establishment and running of the unit and for non-observance of any rules and regulations.

#### **25. Right of Rubber Park to use the vacant portions of plots**

The Rubber Park reserves the right of utilizing vacant portions of allotted plot at any time for laying pipelines, cables (Power & Communications), open/underground drainage or drawing overhead lines (Power & Communications) without paying any compensation to the allottee for such use.

#### **26. Reservation or Revocation of plots**

If, in the opinion of the Managing Director, any plot/area is required to be reserved for RPIPL or withdrawn from allotment, the Managing Director may at any time reserve such plots or area and revoke any proposal to dispose of such a plot/area.

## **27. Powers to resume the plots**

The Managing Director shall have powers to resume the plots once allotted in the following circumstances after giving the allottee or lessee an opportunity to show cause.

- i. If the allottee or lessee contravenes any of the provision of these regulations or of the lease deed executed by him.
- ii. If the allottee or lessee unit is wound up or the allottee/Lessee is declared as undischarged insolvent by a competent court.
- iii. If the allottee or lessee does not require the plot for the purpose for which it is allotted and informs Managing Director accordingly.
- iv. In the event of the allottee or lessee defaulting payments to the Rubber Park or Distribution Licensee (at present KSEB Ltd), Water Supply Distribution agency, or any other statutory Bodies, default of which is adversely affecting RPIPL in the opinion of RPIPL.
- v. In the event of the allottee or lessee not commissioning the unit within the permitted period.
- vi. In the event of the unit not functioning continuously for one year any time after commissioning, or producing less than 10% of its best production in a year.
- vii. If the allottee or lessee does not commence utilizing the plot as agreed upon with the Rubber Park.
- viii. If the allottee obtained allotment by furnishing false information and /or suppression of facts.



- ix. Any other reason attributable to the lessee, which is adversely affecting RPIPL

## **28. Power of Rubber Park to resume unutilized land from the Allottee/Lessee**

- (a) In case the Lessee/allottee does not utilize the entire land allotted to him for setting up the industrial unit and other supporting facilities within the period allowed under the Lease deed or MoU or License agreement or / Letter of allotment or any extension granted to the Lessee / allottee, the Land kept unutilized by the Lessee/ allottee shall be surrendered to Rubber Park within 30 days from the date expiry of time allowed by Rubber Park under the lease deed/letter of allotment or any extension granted by Rubber Park
- (b) In case the Lessee / allottee fails to surrender the unutilized portion of land within the above period, Rubber Park can resume possession of the unutilized land after giving a notice of 30 days and in that case Rubber Park may refund proportionate lease premium to lessee on surrendering the unutilized land so resumed after deducting all cost and expenses for executing the surrender deed in favour of Rubber Park. Thereupon Rubber Park may allot the land so resumed to any other entrepreneur under these regulations.

## **29. Compliance of terms and conditions of Agreement**

The allottee or lessee shall abide by the provisions of regulations and orders made there under and the terms and conditions of the manual of Instructions to the lessees framed by Rubber Park, MOU/License agreement and lease deed.

### **30. Compliance with Labour Laws and statutory regulations:**

The Allottee/ Lessee shall observe and comply with all labour laws and regulations including but not limited to Factories Act,. Industrial dispute Act, Workmen compensation Act. Minimum wages Act, Payment of wages Act, Payment of Gratuity Act, Bonus Act, EPF, ESI , Contract Labour ( Abolition and Regulation) Act and all other statutory regulations applicable for establishment and running the industrial unit.

### **31. Breach of terms of Agreement**

If any allottee contravenes any of the terms and conditions of the manual of instructions to the lessees, MOU/ License agreement, lease deed, Rubber Park shall be entitled to terminate the lease and resume possession of the plot

### **32. Cost of execution to be borne by the allottees**

All costs for and incidental to execution and registration of the documents referred to in these regulations (including the stamp duty and registration charge if any) shall be borne and paid by the allottees or lessees as the case may be.

### **33. Consideration of requests for transfer:**

#### **1.Consideration of requests for transfer of Allotment**

- a. If there is any change in the share holding pattern on reconstitution of the management/partnership by induction of new partners/shareholders and where more than 50% of the shareholding of the existing promoters/partners is transferred to new persons/ entities the same will be construed as change in Management /Transfer of allotment. If the shareholding of the original promoter/partners doesn't fall below 51% in the reconstituted entity/ partnership, it will not be construed as change of management.

- b. RPIPL shall grant permission for transfer of allotment / change of Management subject to the following condition :-

No	Classification	Applicable transfer fee payable
1	Units not commenced operation	100% differential lease premium
2	Units functioning less than 5 years from date of commencement of commercial production/ operation	20% of differential lease premium
3	Units functioning more than 5 years from the date of commencement of commercial production/operation	10% of differential lease premium
4	Where the allottee is an individual proprietor and converts itself into a partnership/LLP or Limited company in which the original allottee holds not less than 51% of the shares in the new entity	10% of the differential lease premium subject to a maximum Rs.5 lakhs as transfer fee
5	When a partnership firm/LLP converts itself into a Limited company in which the original partners hold not less than 51 % of the shares in the limited company	10% of the differential lease premium subject to a maximum Rs.5 lakhs
6	Transfer of allotment from holding company to its subsidiary company/LLP	Processing fee of Rs.10,000/

No	Classification	Applicable transfer fee payable
7	Merger, amalgamation of the allottee with another entity under the same management and the merger/ amalgamation is approved by the Court/NCLT	Processing fee of Rs.10,000/
8	Sale of lease hold rights by Bank/FIs under SARFASI Act where Government agency has issued NOC for creating charge on the lease hold rights to secure the financial assistance	10% of differential lease premium

- c. Allottee seeking transfer of allotment from existing allottee to another entity shall produce the necessary documents like Firm registration certificate, Certificate of Incorporation of the Company from the Registrar of Companies / Memorandum and Articles of Association/ Entrepreneur's Memorandum. Profit & Loss Account Statements /Balance Sheets / Share Capital structure duly certified by a practicing Chartered Accountant/ Company Secretary.
- d. All outstanding dues to Rubber Park shall be cleared before the transfer.
- e. In respect of the transfer of lease hold right from one entity to another entity, a deed of surrender of lease is to be executed and registered by the original allottee and a fresh lease deed is to be executed and registered in the name of new entity.

- f. A Tripartite Agreement is to be executed between Rubber Park original allottee and the transferee to ensure observance of all obligations under the original lease deed as well as fresh deed.

In case the percentage of holding of the original allottee falls below 51%, at any time within 5 years after the transfer is effected, the new entity will be liable to pay difference in lease premium between the prevailing lease premium and original lease premium paid for the allotment of land.

## **2.Consideration of requests for transfer of allotment to family members**

In the following cases transfer of allotment can be permitted to the members of his/her family without any additional cost

- a. Due to ill health of the allottee he/she could not carry out the business independently.
- b. Due to the death or incapacity of the allottee to carry on the business in the allotted land.
- c. Death of a partner and the partnership is reconstituted with the legal heirs of the deceased partner without induction of any outside person as a partner.
- d. Death of the promoter of the limited company holding more than 51% of the capital of the company and the shares are transmitted to the legal heirs by operation of law or by orders of the competent court.
- e. If the land is allotted to a proprietorship, the proprietor enters into a partnership with the members of his family without induction of any outside persons as a partner.

Note: For the above purpose, family/relative means:

- 1. Spouse
- 2. Brother or sister of individual or of spouse.
- 3. Brother or sister of either parents

4. Lineal ascendant/ descendant of individual or of spouse
5. Spouse of relatives mentioned in 2 to 4

Person seeking transfer shall produce medical certificate/ death certificate /Legal heir certificate as the case may be along with the request for transfer. All outstanding dues to Rubber Park, Distribution Licensee (at present KSEB Ltd), Water Supply Distribution agency, or any other statutory Bodies shall be cleared before the transfer is effected. No dues certificate shall be collected from the above agencies and shall be submitted to Rubber Park.

- a. No objection letter from bank/ Financial Institution in case the allottee or lessee have availed any financial assistance on the security of lease hold property.

#### **34. Sub Leasing of Lease**

Allottee/Lessee shall be permitted to sub lease the whole or a portion of land allotted to the Lessee after getting prior approval from RPIPL, subject to the following terms and conditions.

A) To a subsidiary company or associated concern in which the original allottee / Lessee holds not less than 51% of the shareholding in the subsidiary company/associated concern/entity:-

- a. Payment of transfer processing fee @ 10% based on the prevailing land lease premium in the Park applicable for the area proposed to be subleased on the date of issue of approval of sublease subject to maximum of Rs.3,00,000/- (Rupees Three lakhs only ) shall be levied on each sublease.
- b. Sub lease should expire six months before the expiry of original lease.

- c. There should be clause in the sub lease that in case the original lease is terminated or otherwise determined before the expiry of the sub lease, the sub lease shall get automatically terminated.
- d. No objection letter from bank/ financial Institution in case the allottee or lessee have availed any financial assistance on the security of lease hold property
- e. The original Lessee, RPIPL and Sub-Lessee shall enter into a tripartite agreement defining the terms and conditions under which the Sub Lessee shall enjoy the property. .

(B) In any other cases:

- a. Payment of difference in lease premium between the prevailing lease premium in the Park applicable for the area proposed to be subleased on the date of issue of approval of sublease and original lease premium paid for the allotment of land shall be levied for each sublease, subjected to a minimum of Rs 3,00,000/- ( Rupees Three lakhs ).
- b. No objection letter from bank/ financial institution in case the allottee or lessee have availed any financial assistance on the security of lease hold property.
- c. Sub lease should expire six months before the expiry of original lease.
- d. There should be clause in the sub lease that in case the original lease is terminated or otherwise determined before the expiry of the sub lease, the sub lease shall get automatically terminated

- e. The original Lessee , RPIPL and Sub Lessee shall enter into a tripartite agreement defining the terms and conditions under which the Sub Lessee shall enjoy the property.

### **35. Allottee to abide by Air/Water Pollution Rules**

The allottees / lessees of the plots shall be required to observe and perform all obligations and shall be required to abide by rules, regulations and bye-law in force for the time being framed by the State Government or Central Government or any other Authority as regards prevention or control of pollution of air/water/atmosphere.

### **36. Renewal of Lease Period**

Land is leased/sub leased to entrepreneurs on leasehold basis for a maximum period of 60 years. Lessee shall have the option to renew the lease for such period as may be fixed by Rubber Park if the owner of the land renews or extends the period of lease on the expiry of the period of lease to the Rubber Park by the owner. Provided that a written application in this behalf is made by the lessee to the Rubber Park at least six months before the date of expiry of the original terms of the lease (Please refer clause 5.b)

### **37. Right to enter the plot**

The Managing Director and officers under him or any person duly authorized by him shall have the right to enter and inspect at any time the allotted plot to review the progress of project or for other purpose.



### **38. Delegation of powers to the Officers**

The Rubber Park may delegate any of its powers under these Regulations to the Managing Director or any other Officer for the efficient working of the Rubber Park and for the purpose of achieving the objects.

### **39. Power to amend /modify the regulations**

The Board of Rubber Park has the power to amend, modify all or any of the clauses/provisions of these regulations either retrospectively or prospectively

### **40. Saving Clause**

All plots of lands allotted by Rubber Park before coming into force of these regulations shall be deemed to have been done under these regulations, except to the extent it is inconsistent with these regulations. All future allotments will be governed by these regulations.

### **Managing Director**