



MANUAL OF INSTRUCTIONS TO THE LESSEES

FOR

RUBBERPARK,PIRAVANTHUR
(Forms part of the Lease Agreement)

RUBBERPARK, IRAPURAM

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Preface

Welcome to Rubber Park - Piravanthur, Pathanapuram, Kollam(Dt).....

Rubber Park India (P) Ltd (hereinafter called RPIPL) is a joint venture initiative 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 (hereinafter called Rubber Park) . It was incorporated on 10.12.1997. The main objective of the RPIPL is to establish an industrial Park exclusively for rubber and rubber wood-based industries (hereinafter called Rubber Park) with all possible support infrastructure facilities . The second phase of the Rubber Park is established at Piravanthur, near Pathanapuram in Kollam (Dt).

No effort has been spared in making Rubber Park the most investor friendly and the place of convenience for setting up rubber-based industries.

Taking cues from the working of other industrial zones, industrial areas or industrial parks in the state, as much safeguards as possible have been incorporated to make this lush green industrial abode a spectacular haven for the investor. The best possible infrastructure like quality power, water, etc. are being provided in the Rubber Park.

The following instructions are formulated as a guide to the entrepreneur to take the right decision and to steer Rubber Park to better heights and to farther goals. Essentially, these instructions form a part of the agreement/lease deed to be executed by the entrepreneur while taking land on lease. RPIPL have tried to make it as clear as possible to address the issues and problem being faced the entrepreneur during his association with Rubber Park and ease the business in Rubber Park investor friendly. Should you have any problem, please do feel free in talking to us.

Once again, welcome aboard!

Managing Director

GENERAL:

Rubber Park is located at Piravanthur, near KinfraPark at Piravanthur, Pathanapuram, in Kollam (Dt) which is situated on the Northern side of the Elikkattoor Road.

1. Registered office & Administrative Complex

Rubber Park India (P) Ltd, Irapuram: Registered Head Office,
Room # 2A, 1st Floor, Kautileeyam, Valayanchirangara
Ernakulam (Dt) – 683 556

2. Rubber Park at Piravanthur

Rubber Park- Piravanthur,
Rubber Park India (P) Ltd.,
Vettithitta P.O.,
Piravanthur-689 696
Kollam (Dt)

In the Rubber Park, Piravanthoor only Rubber based (Rubber or Rubber wood) industries viz, dry rubber units, sans carbon black mixing, etc. are allowed. Industries in the categories of Orange, Green & White only, as per Pollution Control Board (PCB) norms are allowed. Since Common Effluent Treatment Plant is not permitted in this park by PCB any industry in the above three categories which require an effluent treatment plant as per the norms of PCB also will not be permitted.

SALIENT FEATURES OF RUBBER PARK

Location	Piravanthur Village (9° 02'29"N; 76° 55'11"E) Piravanthur Panchayat, Pathanapuram Taluk, Kollam Dist.
Total Area	: 8.065Ha (19.9294 acres) : Industrial area - 4.27 Ha (10.5528 acres)
Rainfall	: 165~200 cm (avg)/annum
Height	: 71m from MSL Wind
Velocity	: 7 to 10 Kmph
Subsoil	: Sand clay loam to hard laterite.

Located at 87 km from Thiruvananthapuram International Airport and 102 km from Vizhinjam Sea Port and 9 km from Punalur Railway Station and 175 km from Cochin International Airport. It is well connected with PWD Roads and National Highways

Postal Address : Plot No , Rubber Park- Piravanthoor,
Vettithitta P.O., Punalur- 689696

PHC : Alimukku, near Piravanthur

ESI Dispensary : Punalur

District : Kollam

Taluk : Pathanapuram

Grama Panchayat : Pathanapuram (Ward # X- Mukkadavu)

Block Panchayat : Pathanapuram

Zilla Panchayat : Kollam

Village : Piravanthur

Kara : Mukkadavu

Detailed Instructions

PRELUDE

1. 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. Allotment of Land in the Rubber Park

2.1 Rubber Park, Piravanthur spreads over of 19.93 acres of land out of which about 10.55 acres is earmarked for allotment to entrepreneurs interested in setting up their industries. KINFRA one of the promoters of RPIPL has made available this land to RPIPL on 30-year lease with an option for extension up to 60 years. This being the case, land can be given for setting up industrial unit on lease basis only.

2.2 Land in Rubber Park is allotted on lease initially for 30 years, with option for further extension up to 30 years(maximum of 60 years).

2.3 **Lease Premium.** The Lease premium is fixed by the Pricing Committee constituted by the Board of Directors of Rubber Park India Private Ltd. This is to be paid in one lump before execution and registration of lease deed. This is a onetime non-refundable payment, except as provided hereunder.

2.4 **Lease Rent** – In addition to the Lease premium, the lessee has to pay nominal lease rent annually as may be fixed by the management from time to time. This is to be paid in advance before 30th April every year.

- 2.5 Monthly Common maintenance charge :** To maintain common area , common facilities being provided in the Rubber Park the Lessee has to pay proportionate monthly common area maintenance charges (CAM Charges) which shall be fixed by the management from time to time
- 2.6 Fixation of Lease Premium:** The lease premium is fixed based on the present day cost of acquisition of the land comprising of the Rubber Park of which the leased premises is a part and development cost and other administrative expenses incurred by Rubber Park. .If additional compensation becomes payable in respect of the land leased out by Kinfra, for the Rubber Park, as a result of any orders of any Court proceedings pursuant to the provisions of the Land Acquisition Act, lease premium payable will get enhanced proportionately to that extent and the Promoter/lessee shall be liable to pay the same as and when called upon to do so.
- 2.7 Registration:** Lease Deed is to be registered with the concerned Sub Registry office , in duplicate. The Original lease deed will be handed over to the Lessee and the duplicate will be retained by Rubber Park.
- 2.8 Exemption of stamp duty and Registration Charges:** As per G.O(P) No.108/2004/TD dt.08th July, 2004 and G.O (P) No. 109/2004/TD dt. 08th July, 2004 issued by Govt. of Kerala and further clarification issued by Govt. of Kerala vide order No. 25689/E2/2015/NiVa, dated 09.12.2015, the lease deed is exempted from payment of stamp duty and registration charges
- 2.9 NOC for mortgaging the leased land for availing finance :** Rubber Park will issue NOC for mortgaging the lease hold right to Bank/ Financial Institution for availing financial assistance for the industrial unit . A tripartite agreement has to be entered into between Rubber Park, Bank/ FI and Borrower unit defining the rights and obligations of each party before creation of mortgage.
- 2.10 Change of constitution/ change of Management :**Requests for change of constitution / change of Management will be considered on a case to case basis subject to the terms and conditions specified in the Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur framed by Rubber Park India (P) Ltd.

- 2.11 **Sub lease of land:** Sub leasing of lease will be allowed to a subsidiary or associated concern of the original allottee subject to the terms and conditions stipulated in Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur framed by Rubber Park India (P) Ltd.
- 2.12 **Utilisation of land:** Time Frame: The Allottee / Lessee has to utilize the entire allotted land for setting up industrial unit and support infrastructure facilities within 24 months from the date of taking over possession or from the date of execution of lease agreement, whichever is earlier. The Lessee/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 building for the approval of the Rubber Park and concerned authorities and Commence of construction of the buildings within 6 months and complete the erection and installation of plant and machinery within 20 months and commence commercial operation within 24 months for the date of handing over possession of land. If no effective steps are seen taken by the allottee/ Lessee Rubber Park will have the full right to take back the land after issuing a notice of 15 days in which event 10% of the lease premium paid will stand forfeited and the cost of damages/loss caused to Rubber Park if any shall be recovered from the balance 90% payable to the Allottee/Lessee. This is important since Rubber Park is established at tax payers cost and RPIPL cannot afford to waste it or keep it underutilized. 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 paid by him shall stand forfeited and the cost of damages caused if any shall be recovered from the balance 90% payable. Any portion of land is kept unutilized within 24 months or any further extended granted by RPIPL the unutilized land should be surrendered to RPIPL within 30 days from the date of expiry of the period allowed under the lease deed.

3.0 Documents to be executed

- 3.1 Memorandum of Understanding: Before taking possession of the land, the allottee has to execute an MoU on stamp paper of requisite value agreeing to abide by the rules and regulations of the Rubber Park while expressing one's decision to take land on lease. Format of MoU is given in Annexure : I. (see page # 16)

3.2 Lease Deed: To be registered after making the full payment of Lease Premium. Format of Lease deed is given in Annexure : II) (see page # 22).

4.0 Outstanding Dues

4.1 Any dues outstanding whether it is lease rent, Common maintenance charges, water, or anything, to the Park from a unit ,will carry interest @ 14.5 % per annum from the due date till the date of payment.

In case the allottee/ Lessee fails to pay water and other utilities charges within 30 days when it is due, Rubber Park can discontinue facilities to the unit without notice, without prejudice to the right of Rubber Park to recover the arrears from the Security deposit. Reconnection of facility will be done only after settling the entire arrears including reconnection charges fixed by Rubber park.

5.0 Drainage

5.1 Rubber 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. Any excavation or work or movement of the vehicles in the plot shall not damage drainage system of Park. If so, cost of repair along with overhead charges of Rubber Park will be recovered.

6.0 Building Rules

6.1 Rubber Park is not exempted from the operation of Buildings Rules as applicable. All buildings to be constructed inside the Park are to conform to the regulation laid out in the Building Rules. Lessee/promoters are required to get plans for their buildings prepared by recognized/approved Architects, Engineers, Designers only.

6.2 Lessee/promoters are to get their building and layout plan approved by the Rubber Park before any construction is taken up. Complete set up of the layout shall be shown in the plan, including parking, storage, Metering Point, Factory Entrance gate, assembly point during evacuation, etc. complete.

6.3 Allottee /Lessee has to keep the tone of the Rubber Park, Piravanthur as far as possible while designing the factory buildings.

7.0 Utilities and Services

(A) Industrial Water

- (i) Any industrial unit established in the Rubber Park 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 15mm to 32mm diameter, as required. For construction purposes also water connection could be given but at a different tariff fixed by Rubber Park
- (ii) The Promoter/lessee shall not tap the ground water by constructing open/tube wells or by any other means. The Lessee/promoter shall confine to the water supplied by the Park Authorities/KINFRA.
- (iii) How to apply for connection?

An application in the prescribed format (Annexure. III A) (see page # 30) is to be given to the Officer in charge at KINFRA, Piravanthur (as applicable). The applicant will have to bear the cost of materials involved for taking connection including the cost of water meter. A deposit equivalent to 3 months anticipated water charges is to be furnished along with application. This deposit will not carry any interest. Any outstanding dues will be adjusted from the deposit and the allottee shall replenish the security deposit to its original level within 15 days from the date of adjustment.

- (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. 1000/-
20-24 mm dia	-Rs. 1250/-
25-32 mm dia	-Rs. 1500/-

- (v) Tariff & Invoicing: The water charge levied is in line with that of the tariff fixed by KWA/KINFRA. Monthly invoices for the consumption raised by the Park authorities will have to be settled immediately on receipt. (Say in max 7 days). Tariff will be revised as per decision of the Board / Kinfra/KWA from time to time.
- (vi) Penalty & Reconnection Charges: Delay in settling the bills beyond 7 days will attract penalty @ 14.5% 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 as per rules of KINFRA in addition to all dues for getting water supply restored.

- (vii) As the maintenance of your water supply system is a costly affair, a minimum amount shall be payable by all consumers every month irrespective of any consumption or not as described below.
- (viii) 25% of the tariff will be a fixed component payable by every unit irrespective whether there is any consumption of water or not(as per prevailing rates of KINFRA). The monthly contracted quantity or the actual monthly average consumption whichever 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 # 33)
- (x) Rain Harvesting System Allottee / Lessee are at liberty to have rain harvesting system, if they wish but if any statute mandates it, the shall be binding on you.

(B) Power for Industries

Hassle-free Electricity is ensured in the Rubber Park, Piravanthur with the cooperation of the distribution license, KSEB Ltd. Electricity through a dedicated 11kV feeder from 110/11kV Substation, Punalur to Kinfra Park which is extended to Rubber Park, Piravanthur by using 11kV ABC for distribution requirement.

There are 2x500kVA, 11kV/415V & 2x250kVA, 11kV/415V distribution Transformers inside the park for catering power requirement of various Units. Streetlight is also provided in the road constructed in the Park.

- (i) At present KSEBL is the distribution Licensee in the Rubber Park, Piravanthur. Maintenance of the 11kV lines and LT lines will be done by KSEB Ltd. Temporary or permanent Electricity power supply connection shall be availed from KSEBL, as per the rate fixed and procedure approved by Kerala State Electricity Regulatory commission from time to time. Unit may have their own alternate arrangements for power if it feel that its system is critical.
- (ii) Address of KSEBL office: Assistant Engineer, Electrical Section, KSEBL, Piravanthur.

- (iii) Redressal of grievances: KSEBL is having a Consumer Grievance Redressal Forum(CGRF) for redressing the electricity related complaints of the consumers at VydyuthiBhavanam, Kottarakkara. The Consumers are advised to approach the appropriate Officers of the KSEBL, at Piravanthur / Pathanapuram for redressing their grievances initially. If the complaint is not rectified in time to their satisfaction they may approach the Chairperson, Consumer Grievance Redressal Forum (CGRF), Vydyuthi Bhavanam, Kottarakkara for further redressal of the complaint. CGRF shall settle the disputes in accordance with the provisions of Electricity Act 2003 and Electricity Supply Code approved 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.

(C) Waste Management

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

- (i) Here are the ten commandments to make your Rubber Park an ideal one:
- a. Thou shall not keep any material, be it raw material, semifinished 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 river adjacent to the park, 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) Let us make a solemn oath and a covenant that we shall not pollute our Rubber Park ,Piravanthur; we shall not cause damage/pollution to our fellowmen around by any omission or commission on our part.
- (iv) “As the Lessee/promoters and owners of industrial units in the Rubber Park- Piravanthur, 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 authorized to disconnect water supply to your units without any further warning. This authorization 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.”

(E) Testing & Certification – J J Murphy Research Centre, Irapuram, Ernakulam (Dt), Kerala.

Rubber Park at Irapuram is equipped with a full-fledged Research & Development Centre, **NABL accredited laboratory**, 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 “EnThayar” 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. Industries in the Rubber Park- Piravanthur is also permitted to utilize the above facilities.

8.0 Other Facilities

(a) Single Window Clearance

- (i) Land of Rubber Park, Piravanthur has been declared as an industrial area by the state Government and a Single Window Clearance Board is functioning in the Park. All licenses, clearances and approval required under various state enactments for setting and running an industrial unit in the Rubber Park can be given by the Single Window Clearance Board without approaching different Agencies.

- (ii) Rubber Park, Piravanthur 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 Kerala 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 licenses / clearances can be got through the fastest Single Window track. Kerala Government has implemented the Online Single Window Clearance Mechanism (KSWIFT). KSWIFT - single window system is integrated with 16 Departments/Agencies providing more than 30 services.

(b) Canteen

A canteen is established by the Park for the use of all employees of the industries and public (if any). It is located adjacent to the main gate of the Rubber Park, Piravanthur.

ANNEXURES

ANNEXURE : I

DRAFT MOU

THIS MEMORANDUM OF UNDERSTANDING made on this, the day of, 202..... **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/Licensor 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 a t, (hereinafter referred to as the Promoter which expression shall where the context so admits or implies includes his/ 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. Rubber park is in possession and enjoyment of (8.065 Ha) 19.9294 Acres of land under lease from KINFRA more particularly described in the First schedule hereunder written which has been developed as an industrial Park for setting up of rubber and rubber based industries and other support infrastructure facilities out of which an area of 10.55 Acres is set apart for allotment to entrepreneurs interested in setting up their industrial units in the Rubber Park
3. The Promoter is desirous of setting up an industrial unit in the Rubber Park applied to Rubber Park an area ofAres of land for setting up an industrial unit for manufacturingbased in rubber / rubber wood as basic raw materials.

4. The Promoter has paid an amount of Rs.5,000/- towards application fee and 10 % of estimated lease premium as EMD for allotment ofAcre of land in Rubber Park for setting up an industrial unit for manufacturingbased in rubber / rubber wood as basic raw materials along with a project profile of the proposed industrial unit.
5. After verifying the application and project profile submitted by the Promoter the Land allotment committee of Rubber Park has decided to allot an area of more particularly described in the schedule here under written setting up an industrial unit for manufacturingbased in rubber / rubber wood as basic raw materials subject to Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur of Rubber Park India (P) Ltd.
6. The promoter has agreed to have to pay a sum of Rs. towards lease premium calculated at the rate of Rs. /cent) .
7. Lease premium is fixed based on the present day cost of acquisition of land by KINFRA comprising the Rubber Park of which the leased premises is a part and development cost and other expenses incurred by Rubber Park . If any additional compensation becomes payable in respect of the land acquired for the Rubber Park-Piravanthur, as a result of any orders of any Court proceedings in LAR cases pursuant to the provisions of the Land Acquisition Act, the 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.
8. The proposal of the promoters to establish a rubber based (Rubber /rubber wood) manufacturing facility in the name and style of M/s..... as a Proprietary/ Partnership /Limited Company at the leased land at Piravanthur, for the manufacture ofusing as raw material.
9. It is the objective of the RPIPL to acquire / develop and lease out land in the Rubber Park at Piravanthur and to provide essential infrastructural facilities for rubber and rubber wood based industries at the discretion of Rubber Park, at the Project Site.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSTH as follows:

10. RPIPL has agreed to allot ... Ares (.... cents approx.) of land in (Plot No...) at the Rubber Park at Piravanthur, as detailed in the Schedule hereunder on lease basis initially for a period of 30 years on such terms and conditions as set out in the Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur, which forms part of this MoU agreement.. The promoters agrees to pay lease premium of Rs.....calculated @ Rs.....per cent as one time down payment and execute the lease deed before taking possession of the land.

11. The promoters shall, within.... days from the date hereof, remit the balance lease premium after adjusting the EMD, if any paid, and take over possession of the land allotted and execute the lease deed.
12. In case Rubber Park is not in a position to make firm allotment and to hand over possession of the land, the entire money paid by the Licensee /promoters shall be refunded to him without interest.
13. In case the promoter fails to pay the balance lease premium on firm allotment and to take over the land within the agreed period or in case the Promoter backs 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 Promoter as EMD shall stand forfeited and Rubber Park is free to allot the said land any other entrepreneur , as per Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur.
14. The promoter shall within three months from the date hereof submit the Plans and Drawings prepared by him for the construction of the building for the approval of the Rubber Park and competent authorities 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 the Competent authorities and complete all activities in terms of the following programme as enjoined by this agreement.

S.No	Description	Max. period from the date of lease agreement /taking over of possession of land
1	Submission of application for clearances/plans and drawings for the construction of the buildings	3months
2	Commencement of construction of the buildings	6months
3	Completion of Installation of plant and machinery	20months
4	Commencement of commercial production	24months

15. Promoter shall comply with the all building regulations including Kerala Municipal Building Rules/ Kerala Panchayath Building Rules as the case may be as amended from time to time.

16. Only industries under the Orange, Green and white category classified by Pollution Control Board shall be allowed in the Rubber Park

17. Promoters shall pay the following to the Rubber Park :

(a) **Annual Lease rent:** In addition to the lease premium , promoters shall annual lease rent @ Rs 20.7/- per Cent along with GST at applicable rate.

(b) **Water charges: Lessee** shall pay water charges for actual consumption at the rates fixed by KWA/ KINFRA as per meter reading of meter installed at the unit subject to periodic revision of KINFRA. In case the meter becomes faulty the water charges will be billed based on the average consumption of water during the last six months. Promoters/Lessee shall replace the faulty water meter duly calibrated by the concerned authority at the cost of the Promoter. In case the water charges is not paid within 15 days from the date of invoice, KINFRA/ Rubber Park has the right to disconnect water connection. Reconnection will be made only on remitting the outstanding arrears along with interest at the rate of 14.5 % per annum and a reconnection charge as applicable.

(c) **The monthly common maintenance charge:** Lessee /promoters is liable to pay proportionate cost of maintenance of common facility in the Rubber Park as may be fixed from time to time. Bills in respect of this will be raised by Rubber Park on monthly basis and shall be paid by the Lessee within the due date mentioned therein, failing which it would attract penal interest @ 14.5 % p.a and may result in disconnection of water supply. This maintenance charge will be subject to periodic revision.

(d) Lessee shall pay electricity charges for consumption of electricity as per the tariff fixed by KSEBL with the approval of KSERC

(e) Lessee / promoters is liable to pay **Waste Management fee**, if any, fixed by the Rubber Park from time to time.

18. Lessee /promoters is liable pay any other levies that will be imposed on the Lessee /promoters for providing any other facilities for the beneficial enjoyment of the unit set up in the Rubber Park.

19. In case of the facilities / services provided by the Rubber Park and availed by the Lessee/ Promoters, after executing an agreement and making deposits, there shall be a monthly fixed charge @ 25% of the unit tariff/rate 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 whichever is higher.

20. Upon failure of either of the parties to this agreement to fulfill any of its obligations under this agreement, the party by such default may give the offending party notice in writing by registered post/speed post to rectify the same and if the default is not rectified or at least sufficient steps are not taken for 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.
21. 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.
22. The parties will support each other consistent with the provisions of this MOU and any modification and amendment of the MoU shall be made by a supplementary agreement in writing with the mutual consent of both the parties
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.
23. 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, where the administrative office of Rubber park is situated, shall have jurisdiction to determine the same.
24. Rubber Park- Piravanthur comprising of a total of approximately 19.9294 acres of land (plot # 01to19) out of which an area of is earmarked only for industrial units of rubber and rubber wood based.
25. The Lessee promoters shall not cause or allow to cause any water, air or other pollution in Rubber Park, Piravanthur 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.
26. The Lessee /promoters shall complete construction of the factory and commence commercial operation within 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.
27. If any pollution is caused or allowed to be caused in any manner contrary to clause 25 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 water supply to the Lessee/promoters unit without prejudice to other action and proceedings against the Lessee/promoter and the Lessee/promoter covenants that they shall not challenge the action taken by the Rubber Park in disconnecting water supply to the Lessee/promoter in any Court of Law.

28. The Lessee /promoters will have to clear dues if any to the Rubber Park by way of lease rent, maintenance charges, water charges, etc. and produce a “No dues Certificate” to get utilities to their units.

29. The Lessee/promoters shall not tap the ground water by constructing open/tube wells or by any other means. The Licensee /promoters shall confine to the water supplied by the Park authorities.

SCHEDULE OF PROPERTY REFERRED TO ABOBE

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:

1

2

ANNEXURE : II

DRAFT LEASE DEED

THIS DEED OF LEASE made onthe 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 in absolute possession and enjoyment of the landed property under
lease from KINFRA for being developed as a industrial Park under the name “ Rubber Park”
comprising of 19.9294 Acres of land (.....Hectres) approx in plot # in (Site) in
Re-survey No., village: Piravanthur, Taluk : Pathanapuram, District : Kollam, Kerala
State, out of which an area of 10.33 Acres is earmarked for allotment to entrepreneurs for
setting up their industrial units in the Rubber Park.

AND WHEREAS the Lessee has applied to the Lessor for allotment of an area of
.....comprised in Survey No. in Village: Piravanthoor , Taluk: Punalur
being part of Rubber park more fully described in Schedule hereunder written, on lease basis
for setting up its industrial unit for manufacture of
..... .

AND WHEREAS the Lessor has agreed to grant such a Lease in respect of landed property described in the Schedule hereunder written initially for a period of 30 years commencing fromfor setting up and running an industrial unit in the Rubber Park for the manufacture ofusing as main raw material subject to the terms and conditions hereinafter contained and subject to Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur as amended from time to time.

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 to the Lessor an amount of Rs.as lease premiumcalculated @ Rs./Are along with an amount oftowards GST @ 18 % as per the following payment details.

- 1.
- 2.
- 3.

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 hereunder written initially for the period of 30 years commencing from and ending on..... subject to Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur as amended from time to time, for setting up an industrial unit for manufacture of on the terms and conditions herein contained.

NOW THIS DEED WITNESSED AS FOLLOWS:

1. In consideration of the Lease premium of Rs..... paid by the Lessee along with GST @ 18 % on the lease premium and agreement on the part of the Lessee to pay additional lease premium payable consequent upon enhancement of compensation awarded by Court in LAR proceedings under the Land Acquisition Act,the Lessor do hereby grant unto the Lessee the landed property more particularly described in the schedule hereunder written to hold the same on lease for a period ofyears commencing fromfor setting up an industrial unit in the said land for manufacturing subject to the terms and conditions hereinafter appearing .

2. Lease Premium fixed based on the present day cost of acquisition of land by KINFRA comprising the Rubber Park-Piravanthur of which the leased premises is a part and development cost and other expenses incurred by Rubber park. If additional compensation

becomes payable in respect of the land acquired for the Rubber Park-Piravanthur as a result of any orders of any Court in proceedings in LAR cases pursuant to the provision of the Land Acquisition Act, 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.

3. The Lessee shall pay the Lessor during the said term of the lease an yearly rent calculated at the rate of Rs.20.70- per cent plus GST payable in advance on or before 30th day of April every year for that financial year (1st April to 31st 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 14.5% per annum.

4. 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 paid along with the monthly water charges by the Lessor and shall be paid by the Lessee in 7 days from the receipt of bill. Late payment of the above charges will attract penal interest @ 14..5% p.a and may result in disconnection of water supply.

5. 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 14 .5% per annum.

6. The lessee shall also liable to pay Goods and service tax on the lease rent and common Maintenance charges @18% or such other rate that will be prescribed by Government from time to time.

7. The Lessee shall also pay to the Lessor the proportionate cost of lighting etc.. common area maintence charges., maintence of Common infrastructure facilities , as well as the cost of administration of the Rubber Park, Piravanthur, Kollam Dist, Kerala State as monthly Common Maintenance Charges proportionate to the area leased to the lessee

8. 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. Surplus Earth during construction stage shall not be taken outside the premises, without written approval from the Park and Government Authorities.

9. 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 or 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 Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur framed by the Lessor as applicable from time to time and any further conditions imposed by the lessor setting forth the names and descriptions of the parties thereto and particulars and effect thereof.

10. The Lessee shall not dig bore well and 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.

11. 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

12. 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. 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.

13. 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 Officer in charge of the Rubber Park, Piravanthur and attach the same along with their application for Water.

14. The Lessee shall not cause or allow to cause any water, air or other pollution in Rubber Park, Piravanthur 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. If any pollution is caused or allowed to be caused in any manner contrary to clause 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 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.

15. Since the land is acquired from KINFRA on lease for the specific purpose of creating an industrial park for Rubber and Rubber Wood based industries, the Lessee shall complete construction of buildings etc. and put the land into industrial use within 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 refund of 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

16. The Lessee shall have the option to renew the lease for such period as may be fixed by the Lessor subject to conditions that the period of original lease by KINFRA shall be extended after expiry of the current terms .

17. 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. 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, etc. outstanding to be eligible to get power connection consent to KSEBL.

19. The Lessee shall display the name board of the unit in a conspicuous place in front of the unit easily visible by the people, immediately on handing over possession of the allotted land, of such size that would be got approved by Rubber Park
20. The Lessee shall install necessary fire fighting equipments in the built-up space constructed by it in the land allotted to it including equipments for fire alarm, as per the requirements of the Department of Fire and Rescue Services and keeping the equipments in good working order and shall maintain the same at its own cost during the period of the lease.
21. 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 the Lessor, PROVIDED THAT, upon any breach or non-observance by the Lessee or by any person claiming through or under the Lessee of any of the aforesaid covenants 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.
22. In the event of the Lessee abandoning the activities of the unit on a future date or the lessee has otherwise acted in contravention of any of the terms, express or implied under which lessor is authorized to occupy such premises, the lessor shall have the right to evict the lessee from the leased premises and can enter upon the premises and resume the land after giving 90 days notice to the lessee.
23. The Lessee shall utilise the entire land for setting up and running an industrial unit and for supporting common facilities within 24 months from the date of this lease deed or such other extended period that will be granted by Lessor. In case the Lessee fails to utilise the entire land allotted to the Lessee within the aforesaid period of 24 months and / or the extended period the unutilized land should be surrendered to RUBBER PARK, after the said period of 24 months or such extended period. In case the lease fails to do so the lessor has all the right to resume the unutilized portion of the land without making any compensation. The lessee shall execute a surrender deed in favour of the lessor in respect of the unutilised land and the same shall be got registered at the concerned SRO at the cost and expense of the lessee
24. The KSEB Ltd being the Licensee for the distribution of power inside the Rubber Park- Piravanthur, the Lessee shall take power from KSEB Ltd. 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.

25. 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 and adjusted against any deposit. It is further agreed by the Lessee that the Lessor could take actions like serving any or all utilities including water to the Lessee in case of any default despite repeated request.
26. 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
27. 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
28. .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 realized from the Lessee by the Lessor. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration referred to herein, the same may be utilized 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.
29. It is further declared by the Lessee that the Lessee is bound by the provisions of the Land Allotment, Management, Governance and Disposal Regulations of Rubber Park, Piravanthur; Manual of Instructions framed by the Lessor as well as modifications made thereof from time to time to suit the time and space.
- 30 The MOU signed by the Lessor and Lessee onforms part of this Lease Deed. The Lessee shall also be bound by the terms and conditions of the MOU.
31. 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.
32. 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.
- 33 . This Lease Deed is exempted from payment of stamp duty and registration fee as per G.O(P) #108/2004/TD dt.08th July,2004 and G.O (P) # 109/2004/TD dt. 08th July, 2004

of Govt. of Kerala and clarification of Govt. of Kerala vide Order # 25689/E2/2105/NiVa,
dt. 09.12.2015.

SCHEDULE HEREIN BEFORE MENTIONED

District : Kollam
Sub District : Pathanapuram
Taluk : Pathanapuram
Village : Piravanthur
Kara : Piravanthur
Panchayat : Piravanthur
Re-Survey # :
Old Survey # :
Area :
Type of Land :
Sellers Thandaper # :
Buyers Thandaper # :
Description of land :An extent ofAres (.....Cents) approx of dry
land in Block # Re-survey No. , situated
PiravanthurVillage,Pathanapuram Taluk, Kollam 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 :

1

2

ANNEXURE : III A.

Application for Water connection (As Applicable)

To:

1. I/We.....hereby apply for providing a water supply connection 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 as a consumer and pay for cost of laying service connection to our premises as per the estimate prepared by Rubber park and shall pay the water charges as per the tariff fixed by KINFRA/Rubber park from time to time including security Deposit 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 KINFRA/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 occupants of the premises (plot #) in respect of which this application is made for a water connection, for the 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:

1. Consumer No.
2. Type of Connection – Industrial/Construction
3. Connection size
4. Initial Meter reading
5. Rate per KL
6. Connection Charges
7. Security Deposit
8. Others

FINANCE

ENGINEER IN CHARGE

APPROVED BY

Annexure III B.

AGREEMENT FOR THE SUPPLY OF WATER (As applicable)**

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 has installed a water supply system exclusively for providing water to the units in the Rubber Park and the Consumer has applied to the Rubber Park for providing a water connection to the premises of the Consumer for supply of water from the main water line of Rubber park and the Rubber Park agreed to provided a water connection to the premises of CONSUMER as per demand of the CONSUMER for operating the CONSUMERS industrial unitlocated at up to a total quantityKLD.
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 water charges for the consumption of water at the tariff fixed by RUBBER PARK at 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. Consumer has paid as Rs...../- Security Deposit. Additional Security Deposit, if required, shall be made by the consumer, if the average consumption during last six months is more than the agreed total quantity. The Consumer shall meet all expenses for taking water connection from the main up to his premises including cost of materials, labour and installation charges of water meter as per the estimate prepared by Rubber Park.
4. Water charges shall be paid with in 7 days from the date of raising invoice from the Rubber Park. In case the water bill is not paid with in 15 days from the date of the Bill , Rubber Park will have the right to disconnect the water supply. Reconnection will be made only after payment of the entire arrears of water charges with interest @ 14.5 % per annum along a reconnection charge of Rs.1000/-. Any outstanding dues will be adjusted from the Security Deposit.

5. In case the water meter becomes faulty and not working , the Consumer shall replace the water meter with a new one duly calibrated. In case the water meter becomes faulty, water bill will be raised based on average consumption of last six months.
6. 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.
7. The CONSUMER shall not be at liberty, save with the consent of the RUBBER PARK to terminate this agreement.
8. 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 Lessee/Promoter.
9. 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.
10. 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.
- 11.. 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 (by online) and the same shall be paid by the CONSUMER before due date, failing which interest @ 14.5% 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.
12. 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.
- 13 The Consumer shall not share the water to any other neighboring unit or any other purpose and if any violation is noticed, the water supply will be disconnected without

notice, extra water consumed beyond the demanded supply will be charged double the rate

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 :

Manager (Technical), Rubber Park

Acting for and on behalf of Managing Director

and

By order and direction of RUBBER PARK

(CONSUMER)

In the presence of:

- 1.
- 2.

**** Note :** KINFRA procedure shall be followed for executing agreement, for water connection.