

ANNEXURE : I

DRAFT MOU

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

For

Witness:

ANNEXURE : II

DRAFT LEASE DEED

THIS DEED OF LEASE made 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, agedyears (.....), 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 atPin ,PAN (hereinafter called the **Lessee**, which expression shall, unless repugnant to the context, be deemed to include its/his successors and permitted assigns) **OF THE OTHER PART.**

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

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

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

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

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

- 1.
- 2.
- 3.

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

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

NOW THIS DEED witnesseth as follows:

1. The Lessee shall pay the Lessor during the said term of the lease an yearly rent as fixed by the Lessor from time to time and currently an amount of Rs. - at the present rate of Rs..... per Are (Rupees only) (Rs. /cent)- payable in advance on or before 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 16.5% per annum.
2. The Lessee shall pay monthly maintenance charge as fixed by the Lessor from time to time – Rs..... - at the present rate of Rs. /cent/month - subject to a minimum of Rs. /month per unit. This amount shall be included in the monthly water charges by the Lessor and shall be paid by the Lessee in 7 days from the receipt of bill. Late payment will attract penal interest @ 16.5% p.a and may result in disconnection of water supply.
3. The Lessee shall pay utility development cost fixed by the Lessor from time to time. Though it is a function of the area of the plot, water consumed, effluent produced, manpower employed etc, it now fixed as Rs.per KVA of connected load as a thumb rule plus GST at the applicable rate. In the case of LT consumers the actual load connected and for the HT, capacity of the transformer(s) installed will be taken for this purpose.

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

9. The Lessee shall not at any time without the previous consent in writing of the Lessor use the said land or the building thereon or permit the same to be used for any purposes other than that of setting up and running an industrial unit for the manufacture of etc.
10.
 - (a) The Lessor shall at all times during the said term of the Lease maintain the premises in good sanitary condition and repair and keep the buildings erected thereon in a good and substantial condition. Solid waste if any, of all nature shall not be allowed to litter around the Lessee's premises or inside the Park. It shall be collected and removed by the Lessee. It shall never be allowed to decay/decompose causing disturbance to the neighboring units or shall not be allowed to form any obnoxious smell or toxic gas. Nor it shall be allowed to be in the rain as the running water may get polluted and flow in to the drains causing problems to the public. Also the Lessee shall not let out any waste water to the Park drains., They should have their own septic tank/soak pit/collection pits. Except storm water (rainwater) no other liquid shall be allowed to flow in to the drains built by the Park. Any liquid effluent shall be treated by the Lessee or given to the Lessor for further treatment on agreement and the Lessee shall carry out all requirements and assistance to the Lessor in that behalf. No materials, be it raw material/waste/finished goods shall be kept in the open to be drenched by rain. It shall be kept only on raised platform under proper roof protected from rain or storm water.

- (b) The Lessee will ensure that adequate built up storage space on raised platforms with proper roof is provided for the raw material/finished/semi finished goods, debris/waste materials to make them eligible to apply for power connection. They shall obtain a certificate to this effect from the Manager Technical of the Rubber Park and attach the same along with their application for Power.
- (c) The Lessee shall not cause or allow to cause any water, air or other pollution in Rubber Park in any manner whatsoever by any commission or omission on their part and shall observe and comply with all pollution control laws, orders and directions issued by the Pollution Control Board/Lessor.
11. No carbon black will be bought into or used at the factory of the Lessee, as it is located in the carbon free zone of the Rubber Park. The Lessee shall bring in master batches of compounds mixed with carbon black from outside.
12. If any pollution is caused or allowed to be caused in any manner contrary to clause 10 & 11 above and such pollution is not stopped/contained despite notice or direction from the Pollution Control Authorities and / or the Rubber Park authorities, the Lessor shall have the absolute right and authority to disconnect the power and/or water supply to the Lessee's unit without prejudice to other action and proceedings against the Lessee and the Lessee covenants that they shall not challenge the action taken by the Lessor in disconnecting water or power supply or both to the Lessee in such an eventuality, in any Court of Law.
13. Since the land is acquired from the public under LA Act for the specific purpose of creating an industrial park, the Lessee shall complete construction of buildings etc and put the land into industrial use in 24 months (max) from

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

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

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

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

FIRST SCHEDULE HEREIN BEFORE MENTIONED

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

North :
East :
South :
West :

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

(Lessor)

(Lessee)

Witness :