

Welcome to Rubber Park.....

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

Rubber Park India (P) Ltd is a Joint Venture Company of the Govt. of India and Govt. of Kerala. It was incorporated on 10.12.1997 with M/s. Rubber Board representing Govt. of India and M/s. Kerala Industrial Infrastructure Development Corporation (KINFRA) representing Govt. of Kerala as the sole promoters. The promoters have equal equity of Rs. 10 crore each in the Company. It is registered as a Private Ltd Company to ensure maximum administrative flexibility and efficiency. It is neither a Central PSU nor a State PSU though it is fully owned by the Govts. For all practical purposes it is deemed as a Govt. Company and it is subject to statutory audit as well as audit by the Comptroller and Auditor General of India. The very purpose of the Company is to establish an industrial estate exclusively for rubber and rubber wood based industries with all possible infrastructure facilities.

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

Taking cues from the failures of other industrial zones, areas or parks, as much safeguards as possible have been incorporated to make this lush green industrial abode a spectacular haven for you. The best possible infrastructure like quality power, water, common effluent treatment plant, testing and certification centre, accommodation for workers and executives, communication facilities, food court, medicare, banking, shopping malls, training centres, convention centre, container stuffing, warehousing for raw material as well as finished goods and total waste management etc are provided.

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

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

Once again, welcome aboard!

George Joseph
Managing Director

Salient Features of your Rubber Park

Location	: Irapuram Village (76° 29'; 10° 03'), Mazhuvannur Panchayat, Kunnathunadu Taluk, Ernakulam Dist.
Total Area acres)	: 42.7 Ha (107 acres) – Industrial area – 26 Ha (65
Rainfall	: 330 cm (avg)/annum
Height	: 30 to 45 m from MSL
Wind Velocity	: 10 to 24 Kmph
Subsoil	: Sand clay loam to hard laterite with rock outcrops. Pile/raft foundation may not be required.

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

Your Sales Tax Office : Circle II, Perumbavoor

Your Postal Address : Rubber Park,
Valayanchirangara
Ernakulam – 683 556

Income Tax office : Aluva

Excise Office : Kolencherry

ESI Dispensary : Perumbavoor

District : Ernakulam

Taluk : Kunnathunad

Grama Panchayat : Mazhuvannur (Ward # XVIII)

Registration Office : Puthencruz

Block Panchayat : Vadavucode

Zilla Panchayat : Ernakulam

Village : Irapuram

Kara : Vadakke Mazhuvannur

General

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

Site B – The “Carbon Free Zone” comprises of 42 acres of land with Plot Nos. 1 to 44 and the following establishments :

1. “Kautileeyam” Complex

- ?? “J J Murphy Research Centre” – the Testing & Certification Laboratory (Room # 1A, Ground Floor)
- ?? “Kedaram”- the Shopping Mall (Block # 1B)
- ?? Rubber Park Registered Office (Room # 2A, 2nd Floor)
- ?? “Artha” – the Bank, (SBI most probably or one nationalized bank will be having their full fledged branch in the Park ((Room # 2B, 2nd Floor)
- ?? “Tan Sree Dr. B C Sekhar Hall”- the Conference Room (Room # 3A, 3rd floor)
- ?? “Oruma” – Office of the Rubber Park Manufacturers Association (Room # 3B, 3rd Floor)
- ?? “Thapasya”-the Common Board Room (Room # 3C, 3rd Floor)
- ?? “Sadhana” – the Training Centre (Room # 3D, 3rd Floor)
- ?? “Nalanda” – the Library (Room # 3E, 3rd Floor) etc

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

3. “Athira & Aswathy” - the Guest suites – 2nd Floor of Water Tank

4. “Chaithram” - Dormitory for 120 male workers

5. “Vysakh” - Hostel for 18 male Executives

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

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

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

?? Plot # 45 - 83,

?? “Sarovaram”-the 25 million litre capacity rain harvesting pond and

?? “Punatjani” – the 250 m³ capacity common effluent treatment plant.

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

Detailed Instructions

Prelude

1.0 Socially Responsive Investment

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

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

- 1.01 With this view in mind, we must have a corpus fund to meet our social obligations by setting apart a small portion of our investment and returns thereon. A mere 0.1% would do. Your Association would be able to do wonders with that. We – Rubber Park India (P) Ltd – will also put in our share into this.
- 1.02 Every employee – be regular or casual – working inside the Park should have insurance cover. A gesture that would take you a very long way ahead – a gesture trade unions would welcome. (This would include all regular workers and a few unnamed ones to take care of the casual/ stray workers engaged).

- 1.03 From the corpus fund, insurance for a few unnamed persons would also be taken to meet any eventuality – God forbid – of any accident or untoward incident outside the Park on account of any gas leak, toxicity/pollution inadvertently caused by any unit in the Park.
- 1.04 Should there be any demand for any genuine corrective action from any agency outside the Park, it should be possible for us to address the grievance/problem using the corpus fund, as any SRI is expected to do.
- 1.05 Let us be missionaries with vision and not mere mercenaries.

2.0 Allotment of Land in the Park

Rubber Park sprawls in to an extent of 107 acres of which about 65 acres are available for industrial occupation. M/s. KINFRA (one of our Promoters) have made available this land to us on a 99 year lease with an option for extension. This being the case, land can be given for industrial purpose only on lease.

2.01 *Allotment of land* – Allotted only on lease.

2.02 Land is allotted on lease *initially for 90 years* with option for further extension.

2.03 (a) **Lease Rent** – The lease rent fixed is Rs. 25 / Are (Rs. 10/cent p.a.) only. Lease rent is subject to revision. However, annual increment is limited to 5%. This is to be paid in advance before 30th April every year.

(b) **Monthly maintenance charge payable** : To maintain your Park to top quality, there will be a monthly maintenance charge payable. Just Rs. 10/cent subject to a minimum of Rs. 500/month and a max of Rs. 5000 / month per unit. This rate is also subject to periodic revision. This amount shall be included in the monthly water charges 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. Maintenance charges for any unit with more than 10 acres of land will be fixed separately by the Board of Directors of your Park.

2.04 (a) **Lease Premium/Development Charges** – Even though the actual cost of development of land, without taking into account the investments on profit centres like power, water, ETP and testing centre comes to much more than Rs. 28 lakhs /acre, the Lease Premium/ Development Cost is fixed now at Rs. 30 lakhs/acre or Rs. 75000/Are. This is to be paid in one lump before registration of lease deed. This is only a one time payment. The Company has the right to revise it periodically.

(b) The development cost / lease premium so paid is based on the present day cost of acquisition of the land comprising the Rubber Park of which the leased premises is a part and if additional compensation becomes payable in respect of the land acquired for the Rubber Park, as a result of any orders of any Court proceedings pursuant to the provisions of the Land Acquisition Act, the development cost/lease premium payable will get enhanced proportionately to that extent and the Lessee shall be liable to pay the same as and when called upon to do so.

- 2.05 **Registration** –Lease Deed is to be registered at Sub Registry – Puthencruz, in duplicate.
- 2.06 **Registration Charges** – Units in the Rubber Park are exempted from payment of stamp duty. Registration of your lease deed in duplicate will be taken care of by your Park at a nominal service charge of Rs. 1500/-.
- 2.07 **Possibility for mortgaging the land for availing industrial loan :**
As the lease is for more than 15 years, the land allotted can be mortgaged to any Bank/Financial Institution for availing loan. The land value will be reckoned as per the certificate given by the Park authorities. The value shown for security purpose is Rs. 30 lakhs/acre. This valuation certificate with permission for mortgage/hypothecation will be addressed to the Banker / FI of your choice.
- 2.08 **Whether the land leased to a unit can be subleased to anybody else ?** – No. No subleasing is permitted. However, if any allottee/lessee wants to give the land/unit to somebody else, permission would be granted by the lessor on receipt of a written request from the lessee, in which event a new lease deed will have to be registered after cancelling the first deed, provided that there is no objection from the Bank/Financial Institution involved, if any.
- 2.09 **What all industries can be started at the Park ?** – As a matter of policy, land is allotted only for manufacturing industries using natural rubber or rubber wood as raw material.

2.10 *What about process industries like centrifuging, creeping, crumbing etc.?*

To minimize the possibility of environmental pollution of both air and water, industries likely to produce large quantities of effluent or that may cause air pollution are not being encouraged inside the Park. However, a manufacturing industry with a captive processing unit may be encouraged. Eg: A mattress / condom or a glove unit with a centrifuge with matching capacity may be allowed at the discretion of the Board of Directors of the Rubber Park.

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

2.11 *Why such restrictions?*

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

2.12 *Utilisation of land – Time Frame* : The land allotted is to be put to industrial use in 24 months from the date of taking over possession or from the date of execution of lease agreement, whichever is earlier. If no effective steps are seen taken by the lessee, for the proper utilization of the land despite reminders, the Park will have the full right to take back the land after issuing a notice in which event 10% of the development cost/lease premium paid will stand forfeited and all costs incurred by the Park will be adjusted from the balance amount due to the lessee. This is important as your Park is established at tax payers cost and we cannot afford to waste it or keep it underutilised.

3.0 Documents to be executed

1. Memorandum of Understanding : An MoU is to be signed on a stamp paper worth Rs. 50/- agreeing to abide by the rules and regulations of the Rubber Park while expressing one's decision to take land on lease. This is to be done immediately once your decision is taken but before lease deed is registered. Format to be used is given in **Annexure : I**.
2. Lease Deed : To be registered after making the full payment of Lease Premium/ Development Cost of land. (Format **Annexure : II**)

4.0 Dues and Deposits

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

5.0 Drainage

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

6.0 Building Rules

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

7.0 Utilities / Profit Centres

- 7.01 Utilities like Power, Water, Effluent Treatment (Waste Management) and Testing and Certification are being treated as profit centres and investment made on these items are not charged on to the cost of land and its development. In the case of power, total cost involved comes to Rs. 7.5 crores including cost of 110kV DC line, 110/11kV 25 MVA Substation and the underground distribution network with the 8 unitized substation complete.
- 7.02 Similarly, water supply system costs us Rs. 2 crore and ETP Rs. 1 crore and Testing and Certification Rs. 2 crore.
- 7.03 As the Park do not have any other regular source of income, the administrative expenses is to be charged to these profit centres.
- 7.04 Utility Development Cost

Every unit is to pay infrastructure/utility development cost on demand for availing any facility like water, power or effluent treatment. The amount payable will be a function of the area of land, type of industry, power and water requirement, employment generated etc ie., $I = f(A.P.W.E.M)$. Where I is the utility development cost payable, A= area of land leased, P= power contracted in KVA, W=water requirement in M³/day, E= quantity of effluent (M³/day), M=manpower requirement

Approximately it may work out to Rs. 1500/KVA as a thumb rule. It may vary from Rs. 1500/- to Rs. 1750/-. For easy calculation, the actual load connected in the case of LT connections and the capacity of the transformer(s) installed and in the case of HT consumers, the capacity of the transformer(s) installed will be taken as the base.

(A) Water

i. Industrial Water

- (i) Any industrial unit will be provided with water for industrial use from the water supply system from the day one onwards. Connection will be given from the pipelines running along the roads through pipes of 20 mm to 100mm diameter, as required. For construction purposes also water connection could be given but at a different tariff.
- (ii) 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.
- (iii) How to apply for connection?
An application in the prescribed format (Annexure. III A) is to be given to the Manager (Civil). The applicant will have to bear the cost of materials involved for taking connection including the water meter. A deposit equivalent to 3 months anticipated water charges is to be furnished along with application. This deposit will be a function of the actual consumption and tariff. This deposit will fetch you interest at SBI rates as at 01st April for deposit of 1 year.
- (iv) Connection Charges : Connection charges as per the following details is also to be remitted along with the application.

Up to 20 mm dia	- Rs. 500/-
20-25 mm dia	- Rs. 750/-
25-32 mm dia	- Rs. 1000/-
32-50 mm dia	- Rs. 1500/-
50-75 mm dia	- Rs. 2000/-
75-90 mm dia	- Rs. 2500/-
90-100 mm dia	- Rs. 3000/-

(v) **Tariff & Invoicing :** The water charge levied is in line with that of the KWA. The charge now fixed is Rs. 10/- for industrial water and Rs. 15/- for water used for construction purposes per kilo litre. There will be periodic revision subject to a maximum of 5% p.a. Monthly invoices for the consumption raised by the Park authorities will have to be settled immediately on receipt. (Say in max 10 days)

(vi) **Penalty & Reconnection Charges:** Delay in settling the bills beyond 10 days will attract penalty @ 16.5% p.a. However, any delay beyond 15 days may result in disconnection of supply. The Park is envisaging introduction of prepaid meters for water supply also. Once this is introduced, the question of penalty will vanish.

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

(vii) As the maintenance of your 3 MLD water supply system is a costly affair, a minimum amount shall be payable by all consumers every month irrespective of any consumption or not.

(viii) 25% of the tariff will be a fixed component payable by every unit irrespective whether there is any consumption of water or not. The monthly contracted quantity or the actual monthly average consumption whichever is more will be reckoned for this purpose. In the case of industrial connection, Rs. 2.5/m³ and for construction connection Rs. 4/m³ will be the fixed charges – in the event of non-consumption of water.

(ix) An agreement is to be executed in a stamp paper worth Rs. 50/- in the prescribed format. (Annexure III B)

- (x) Rain Harvesting : Your Park is provided with a massive rain harvesting system – “Sarovaram” with a capacity to store 25 million litres of water. It takes care of storm water of more than 150 acres of land in and around the Park. As such, no industrial unit is to have their own individual arrangement for rain harvesting. This has been confirmed by the Principal Secretary to Govt. that necessary amendments will be made when rules are revised. However, you are at liberty to have one if you wish.

ii. Drinking Water

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

One dispenser with 20 litre bottle is available for a meager Rs. 300/- and 20 litre water costs you only Rs. 15. You may please contact the Manager (Civil) for your requirement. Water will be supplied at your door step against coupons only. One book of 20 coupons is available for Rs. 300/- and one additional water bottle just Rs. 150/-.

(B) Power

You are lucky to have power at 11kV with out any ceiling at your Park , subject of course to the approval of the KSERC. As on today, we don't have any problem!

- (i) You have a 110/11kV 25 MVA Substation – “SOORYA” already in existence inside your Park. The underground distribution network is of ring main type with 8 unitized Substations. All LT connections will be given directly from these unitized Substations of 250/500 KVA capacity. HT connections would be made available from the underground 11kV cables through a dedicated ring main unit. Your Rubber Park is the licensee for the distribution of power inside. Any amount of power could be made available to any unit. All the meters will be provided at the point of supply to facilitate prepaid metering.
- (ii) You can be proud that your Park is the first one in the country to introduce prepaid power supply with Automatic Meter Reading. There is no need for you to make any security towards energy charges and you are paying only for the energy you consume. You need pay only what you have and could avail power even for a day or two if the situation so warrants except for the first time! To start with, you may pay an amount equivalent to one months energy charges projected.
- (iii) The tariff applicable will be as declared by the SERC from time to time for industrial / other consumers. At present it is the same as that of KSEB.
- (iv) Temporary power connection for construction purposes can be had at 3Ø / 1Ø LT at the applicable tariff. (LT VIIA)

- (v) Connection Charges : Connection charges will be just the amount required for effecting power supply exclusively to the unit. This will include cost of meter, metering cubicle, additional cabling from the existing network to the metering cubicle, supervision charges and labour charges.
- (vi) Cost of any item/materials used exclusively for the unit will have to be borne by the unit.
- (vii) 8 Unitized Substations are provided to give LT supply in a very convenient manner. No unit will have a lead of more than 150m from the point of supply to their premises. Cost of cable beyond 150m will be borne by the Rubber Park.
- (viii) All efforts that are humanly possible have been taken to ensure that you are getting quality power. Power is taken from KSEB at 110kV through double circuit dedicated lines. Always you are connected to the generating station or to the load dispatch center at Kalamassery. The Substation has two nos of 10/12.5 MVA transformers to make the distribution balanced and reliable. The ring main distribution system with 11kV underground cables and 8 nos unitized substations make it really reliable. We do have adequate stock of spare parts/equipments to meet any eventualities. However, no body can guarantee 100% fail proof/reliable power. It happened even in the US & Dubai where the technology used is the best and there is no dearth for resources! As such, you are requested to have your own alternate arrangements for power should you feel that your system is critical. And we shall not be responsible for any loss sustained by you on account of any power failure that is beyond our control either as a licensee or as a lessor.
- (ix) Exhaustive instructions on power supply (Supply Code) as approved by the KSERC will be issued separately.
- (x) Redressal of grievances : Managing Director of your Park is the designated officer for the redressal of grievances you may have in the matter of power supply. Should you have any, you may bring it to his notice in writing as detailed in the supply code.

(xi) How to apply for power ?

Consult our Manager –Electrical and please do make your application in the prescribed format (Annexure IV A). An agreement is to be executed in a stamp paper worth Rs. 50/- in the prescribed format. (Annexure IV B)

(xii) In order to get power connection to the unit, please do ensure that all the dues like lease rent, maintenance charges, water charges and anything due to the Park, are cleared and “No dues Certificate” from the Park office is produced before the Resident Engineer/Manager (Electrical).

(xiii) Utility Development Cost will have to be paid in advance before availing power connection. This will be strictly based on the load connected in the case of LT consumers or the capacity of the transformer(s) installed in the case of HT consumers and also based on parameters like land area, water consumption, effluent generated etc. It might vary from Rs. 1500/- to Rs. 1750/-/KVA roughly.

(xiv) **A word about Prepaid Automatic Meter Reading System :**

Your Rubber Park has entered a new phase by 1st June 07 with the introduction of unique Prepaid Automatic Metering System using Power Line Communication. It is the first of its kind in India where monitoring of electrical distribution in industrial park is networked through power line. All the consumer meters are continuously in communication with the Central Computer and the consumer parameters are tracked on a real time basis.

With this addition, we are up by one more flight in ensuring full value for your money, making life lighter and more enjoyable for you.

The project was delayed beyond the schedule, as the initially envisaged wireless communication was not successful due to the irregular terrain of the Park.

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

1. You have to have a deposit equivalent to at least one months Energy bill or theoretical consumption to start with. Value of your money is guaranteed as you can draw power to the last paise.
2. You can top up your pre payment account normally when your consumption reaches 75% of average monthly bill during the initial stabilization period. You may be able to replenish it with a smaller amounts several times a month, probably later on.
3. You may put in any amount of money to your prepaid account when the sun shines as it will be in your good stead when it rains.
4. Your outstanding balance in this account over and above your monthly bill during the period from the 5th thro' 25th of every month will fetch you interest. (Method of calculation and rate of interest will be as in the case of Savings Bank account of SBI).
5. When your balance reaches 25 % of your average monthly bill, you will get the first warning and when it reaches 15% you will get the second warning and the last warning will be given to you when your balance reaches 5% of monthly charges. Alternatively you can chose levels at which warnings are to be sent to you. Once your balance becomes zero or negative, the system will cut off your supply automatically.
6. To enable us to help you better, please do furnish the mobile number of your designated officer to which SMS warnings are to be sent. You may also give your e-mail id so that e mail also could be sent to you along with SMS.

7. The supply can be reinstated on recharging your account. But please note that the monthly fixed charge will be debited first (on the basis of 75% of contracted demand for HT & based on the connected load for LT) on the first day of the month and adjustments on MD charges based on your actual demand, if any, will be done as and when it occurs.
8. A reconnection charge of Rs.500/- will be charged when supply is restored consequent to disconnection due to zero or negative balance.
9. You can always check your balance by sending an SMS to our Admin No 9446555548 in the following format:-

BAL<Consumer ID>

Your consumer ID is the one allotted to you by us in writing while energizing your system.

10. How to recharge your Prepaid Account?

You can purchase recharge coupons for the amount you want to recharge from RPIL office or Bank (name of which will be informed to you later). Standard values of vouchers are Rs. 5000, 10000, 20000, 50000, 100000, 200000, 500000, 1000000, 2000000, 2500000. Once you open the sealed cover, you will find a pin number inside. Just SMS the PIN no as per the instructions in the recharge voucher to the Admin No.9446555548 and instantly you will get a confirmation of the credit made to your account.

(C) Waste Management

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

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

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

Separate waste bins are provided for the collection of bio-degradable and plastic waste for your convenience. Please do use them diligently. The bio degradable waste is used up in the bio gas plant attached to our canteen "Poorna".

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

- (i) Here are the *ten commandments* for you to make your Rubber Park an ideal one:
- a. Thou shall not keep any material, be it raw material, semi finished or finished goods, or waste, be it liquid or solid – in the open.
 - b. Thou shall ensure that every storage is only on raised platforms with roof, protected from rain.

- c. Thou shall ensure that no rainwater gets polluted by you or your materials before it reaches the drain. As the drains are connected to the paddy fields around, any colour, any smell, any chemical may invite public wrath and you may not be able to function smoothly.
- d. Thou shall not let any water – be it from your hand wash basin, be it waste water from your floor, toilet,. shop or anything – to the drains of the Park as drains are to carry only the storm water.
- e. Thou shall have soak pits of your own to receive water from your hand wash basins, shop floors/toilets etc
- f. Thou shall not litter your Park with any debris.
- g. Thou shall remove all the debris as and when it is produced – be it construction waste, production waste or packing materials.
- h. Thou shall keep your factory and premises, the entire land allotted to you with its drive way from the main roads neat, tidy and beautiful.
- i. Thou shall strictly abide by the rules and regulations laid out by the Pollution Control Board for avoiding / minimizing pollution of all sorts.
- j. Thou shall spare no effort to have your own in-house waste management to the best of your ability.

(ii) All these ten commandments can be abridged to the two cardinal ones:

1. Thou shall keep your unit and premises in the Park as clean as your own body and soul.
2. Thou shall help the Park authorities and your fellow men to keep your entire Park and surroundings an ideal abode, a pollution free dreamland.

(iii) Taking cue from the Rio Summit, let us make a solemn oath and a covenant that we shall not pollute our Rubber Park; we shall not cause damage/pollution to our fellowmen around by any omission or commission on our part.

- (iv) “As the lessees and owners of industrial units in the Rubber Park, we do covenant that in case any of our action either by omission or commission is detected to be causing pollution either to the air around or to the water around, and in case we are found to repeat the same or not to heed to the warnings/instructions of the Pollution Control Board/Rubber Park, the Rubber Park is authorised to disconnect either water or power supply or both to our units without any further warning. This authorisation given to the Rubber Park under this covenant is made solemnly and we further undertake that we will not question the action taken by the Rubber Park under this covenant in any court of law.”

Treating your effluent at the CETP

- (v) Every unit producing effluent will have to have an underground storage tank of sufficient capacity to hold at least 3 days discharge. This tank is to be located conveniently to facilitate easy pumping off by the tanker lorry provided by the Park.
- (vi) There shall be a 32A 3? metal clad power plug located near to your tank to facilitate easy pumping. It shall be within 5m from the point of the tanker for pumping. The tanker is equipped with an electrically driven pump.
- (vii) How to apply for availing this facility? Application in the prescribed format (Annexure V A) is to be submitted.
- (viii) The present tariff is Rs. 2.50 per population equivalent for any effluent with BoD < 1500mg/ltr. However, the tariff will be a function of the quality of effluent including BoD, CoD, TDS, oil & grease, TSS etc.. The population equivalent of effluent with a BoD of 1500 mg/ltr max comes to 18.75/m³.

(xi) A security deposit equivalent to 3 months anticipated treatment charges is to be made along with the application and an agreement executed in the prescribed format (**Annexure V B**). And this deposit will fetch you an interest at SBI norms prevailing at the 01st April of every year for a deposit of 1 year.

(ix) Fixed Minimum Charge : As the O&M of the CETP is costly, it is imperative that every unit producing effluent and availing the services of plant, pay a minimum amount every month irrespective whether any effluent is produced or not.

25% of the unit rate for the monthly contracted demand/production or the actual monthly average of effluent produced, which ever is more will be the minimum monthly amount payable. [i.e., @ Rs. 12/m³ of the monthly average production or contracted quantity whichever is higher]

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

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

This R&D Centre is manned by the Cochin University of Science and Technology (CUSAT) and will work in tandem with the Rubber Research Institute of India (RRII), Kottayam and the Common Facilities Service Centre (CFSC), Changanassery, as a center of excellence of the University. Funding from the Dept. of Science and Technology also would be available. Thus, the Industry, the Academia, the Farmers and the Public at large will be benefited by this.

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

8.0 Other Facilities

(a) Single Window Clearance

- (i) Rubber Park has been declared as an agency for Single Window Clearance by the Govt. of Kerala vide G.O (Rt) No. 517/200/ID dt. 01.06.01. All licences and clearances to be given by the State Govt/Agencies including Pollution Control Board can be got by making an application through the Park. Manager (Electrical), our Resident Engineer is the designated officer for this purpose.
- (ii) Rubber Park is not exempted from the operation of the Pollution Control Acts. So every unit coming up in the Park is to obtain clearance from the State Pollution Control Board for both setting their unit before commencement of construction as well as for operating their unit after completing construction. All applications required can be had from the office of the Park and all licences/clearances can be got through the fastest Single Window track.
- (iii) How to take advantage of this scheme ? Please do fill in your composite application using the format given in **Annexure VI** in sextuplicate and give to the Manager – Electrical, who in turn will issue the forwarding letter for onward transmission to respective departments/offices by you for expeditious action and follow ups.

(b) Investment Subsidy

- (i) All the units in the Park is entitled to a State Investment Subsidy @ 15% of the Fixed Capital Investment subject to a maximum of Rs. 15 lakhs.

Applications can be filed thro' the Single Window Agency

(c) Accommodation

(i) Guest Suites

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

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

(ii) Hostel for Male Executives - Vysakh

At present we have 16 single rooms for male Executives

- ?? This facility can be availed only by industrial units and not by any individual
- ?? Application forms for accommodation and agreement to be executed are given in Annexure VII A.

(iii) Dormitory for Male Workers - Chaithram

A dormitory for 110 workers is also provided.

- ?? This facility can be availed only by industrial units and not by any individual
- ?? Application forms for accommodation and agreement to be executed are given in Annexure VII B .

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

Accommodation for ladies could be provided on demand later.

(d) Medicare

To serve the immediate medical needs of the units inside and the people around, there is “Jeevani”, a well equipped dispensary next to “Wikham Square”. This dispensary is to be manned by ESI Corporation or by a Medical College of Kochi.

(e) Meetings

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

(i) Board Room

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

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

(ii) Conference Room

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

For details contact : Manager – Civil

(f) Library

There will be a library cum data bank – “Nalanda” in the “Kautileeyam” Complex (Room # 3E). Your Association can do wonders in this regard.

(g) Association of the Industrial Units in the Park

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

The founder office bearers are :

President : Mr. M S Sukumaran of Techno Flex - Plot # 31

Secretary : Mr. Paul Abraham of M/s. L&P Rubber Products
- Plot # 16

Vice President: Mr. Biju Paul of M/s. Rubbo Queen Health Care
Products Plot # 37

Treasurer : Mr. James Varghese of M/s.Techno Flex -Plot#31

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

(h) Shopping Mall

“Kedaram” – your shopping mall in the Kautileeyam Complex has 9 shop rooms. Of these, two rooms are reserved for you for running your own show rooms.

Other rooms are to house :

- ?? Industrial consumables
- ?? Snack bar
- ?? Office stationery
- ?? STD/ISD/Fax/Internet
- ?? Logistics – Courier/Freight etc
- ?? Medical Shop
- ?? Mini Super market

Please contact our Manager – Civil for details.

(i) Canteen

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

ANNEXURES

ANNEXURE : I

DRAFT MOU

THIS MEMORANDUM OF UNDERSTANDING made on this the day of, 200..... **BETWEEN RUBBER PARK INDIA (P) LTD**, *a joint venture of Rubber Board, a statutory body constituted by the Govt. of India and Kerala Industrial Infrastructure Development Corporation (KINFRA), a Statutory Corporation constituted by the Govt. of Kerala under the Kerala Industrial Infrastructure Development Act 1993*, a Company incorporated under the Companies Act 1956, having its registered office at 2A, Kautileeyam, Rubber Park Campus, Valayanchirangara – 683 556, represented by its Managing Director, **Mr.**, son of, aged years (.....), residing at (hereinafter referred to as the Rubber Park which expression shall where the context so admits or implies includes its successors and assigns) of the First Part and **M/s.**, 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 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 / rubber wood based industry in the Rubber Park at Irapuram.
3. The Promoters have paid a sum of Rs. / towards the registration charges/full development cost/ lease premium of Ares of land in the Rubber Park.

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 Lessee shall be liable to pay the same as and when called upon to do so.

AND

4. 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
5. 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 :

6. 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 90 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 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, lease deed and the “Manual of instructions to the Promoters in the Rubber Park”.
7. The Promoters shall, within three months 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.
8. 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.
9. In case the Promoters fail to pay the balance development cost/lease premium and to take over the land within the agreed period of six months 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.

10. The Promoter shall within three months from the date hereof submit the Plans and Drawings prepared by it 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

11. 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. 25/Are/year. This aforementioned rate of rent is subject to periodic revision not exceeding the rate of 5% each year.

- **The monthly maintenance charge** fixed by the Rubber Park from time to time. At present it is @ Rs. 10/cent/month subject to a minimum of Rs. 500/- and a maximum of Rs. 5000/-per unit. Bills in respect of this will be included in the water bill for that month and shall be paid by the lessee 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 i.e., once in 3 years and such increase shall not exceed 15% of the existing charges.
 - **Water charges** at the rates ruling at the time of consumption existing tariff : Rs. 10/KL for industrial consumption and Rs.15 / KL for construction consumption.
 - **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, power required, load connected, effluent produced, manpower employed etc, it may vary from Rs. 1500/- to Rs. 1750/- per KVA of connected load as a thumb rule. 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
 - **Effluent Treatment Charges** fixed by the Rubber Park
 - **Any other levies** that would be charged by the Rubber Park in consultation with the Promoters in the Park.
12. The lease rent payable as of now will be Rs...../- approx per year. (Rounded to the nearest ten)

13. The maintenance charge payable as of now will be Rs...../- approx per month.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. As 'Site B' comprising of about 42.5 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 lessee shall not at any time bring into or use carbon black at his factory set up in Site B of the Park.
22. The lessee 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/Lessor.
23. The lessee 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 lessor will have the right to cancel the lease deed and take back the land.

24. If any pollution is caused or allowed to be caused in any manner contrary to clause 21 & 22 above and such pollution is not stopped/abated 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 electricity supply to the lessees 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 to the Lessee in any Court of Law.
25. 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 power connection to their units.

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.**, 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 (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.** represented by its, **Mr.**....., son of, aged..... (.....), residing at (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 90 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 90 years commencing from 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 have paid a Development Cost/Lease Premium of Rs..... @ Rs..... /Are for acres of land.

AND WHEREAS 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 in 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 Lessee shall be liable to pay the same 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 a term of 90 years commencing from 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 – Rs. - at the present rate of Rs. 25/- per Are (Rupees twenty five only) (Rs. 10/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. 10/cent/month - subject to a minimum of Rs. 500/- /month and a max of Rs. 5000/- per 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 Rubber Park from time to time. Though it is a function of the area of the plot, water consumed, power required, load connected, effluent produced, manpower employed etc, it may vary from Rs. 1500/- to Rs. 1750/- per KVA of connected load as a thumb rule. 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 the 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 buildings structures etc erected or to be erected thereon. The Lessee shall be bound to pay interest on all overdue payments from the date 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 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.
8. 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.
9. The Lessee 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.

9.(a) 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 lessor 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 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.

10. The lessee 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/Lessor.
11. If any pollution is caused or allowed to be caused in any manner contrary to clause 9 & 10 above and such pollution is not stopped 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.
12. 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 every such assignment, transfer or sublease 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 assignment, 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 transfer of the same will be subject to Land Disposal Regulations framed by the Lessor as applicable from time to time.

13. 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.
14. 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 Lessee 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.
15. 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.
16. 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.

17. 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.
18. The Lessor is the Licensee for the distribution of power inside the Park. 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.
19. 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.
20. 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.
21. 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 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.

22. It is further declared by the Lessee that the Lessee is bound by the provisions of the Manual of Instructions framed by the Lessor as well as modifications made thereof from time to time.
23. 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.
24. All expenses towards execution and registration of this Lease Deed , if any thereof shall be borne by the Lessee.
25. 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.

FIRST SCHEDULE HEREIN BEFORE MENTIONED

District : Ernakulam
Sub District : Puthencruz
Taluk : Kunnathunad
Village : Irapuram
Kara : Irapuram
Panchayat : Mazhuvannur
Re-Survey # :
Old Survey # :
Area :

DESCRIPTION

An extent ofAres (.....Cents) approx of dry land in Block # 29, Re-survey No. , situated Irapuram Village, Kunathunadu Taluk, Ernakulam Dist, Kerala State.

BOUNDARIES

North :
East :
South :
West :

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

(Lessor)

(Lessee)

Witness :

ANNEXURE : III A.

Application for water connection

To:

The Manager (Civil)
Rubber Park India (P) Ltd
Irapuram

1. I/We.....hereby request you to supply water on temporary/permanent basis to the premises occupied by me/us hereinafter described. (The Consumer shall disclose his full identity by disclosing his name and his corporate nature, i.e., whether individual, firm, corporation, etc)
2. I/We hereby agree to take the water and pay for the said water, service connection and other dues including the deposit of such security as may be demanded in accordance with the tariff and the conditions and miscellaneous charges for supply of water of Rubber Park for the time being in force and as amended from time to time which shall be binding upon me/us in respect of all matters therein dealt with and further declare and agree to take water supply for the under mentioned purposes for my/our bonafide use.
3. I/We also undertake to receive supply within three months from the date Rubber Park intimates that it is ready to give supply to our

premises, failing which I/We undertake to pay Rubber Park the minimum charges as may be applicable.

4. This requisition is for:
- a) New services
 - b) A re-connection
 - c) An alteration to my existing installation
 - d) A temporary service
 - e) A change of name from
5. I/We, am/are the bonafide tenants of the premises (plot #) occupation of the premises in respect of which this requisition is made in support of which documentary proof is enclosed with this application.
6. Description of the premises:
- Plot No :
Name of Factory :
Owners Address :

(Please strike out items not applicable)

7. My/our requirements are as follows:
- 1. Purpose : Construction / Industrial :
 - ? 2. Connection size: mm
 - ? 3. Quantity required : KL/day
 - ? 4. Date by which connection is to be effected :

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

Details of Meter :

- a) Make :
- b) Model :
- c) Size :
- d) Serial No. :
- e) Test Certificate No. & Date :

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

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

Date :

Name of Applicant :

Designation of Applicant :

Or

Name of the institution on whose behalf

The application is signed

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

NOTE

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

For office use:

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

FINANCE

ENGINEER IN CHARGE

APPROVED BY

Annexure III B. AGREEMENT FOR THE SUPPLY OF WATER

Agreement No:

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

1. The RUBBER PARK shall supply to the CONSUMER and the
CONSUMER shall take from RUBBER PARK all the water required
by the CONSUMER for operating the CONSUMERS
..... located at up to a total quantity
.....KLD.

2. The supply to the CONSUMER shall be through PVC pipe of mm diameter.
3. The CONSUMER shall pay to the RUBBER PARK on demand for the said supply at the tariff rates and on the conditions of supply in force from time to time and for all such other proper charges as become due from time to time at rates prescribed by RUBBER PARK.
4. The CONSUMER shall deposit with the RUBBER PARK the sum of Rs. (Rupees only) as security for the purpose of payment or satisfaction of all or any money which shall become due or owing by the CONSUMER to the RUBBER PARK in respect of the water supply or otherwise under this agreement.
5. The CONSUMER shall not be at liberty, save with the consent of the RUBBER PARK to terminate this agreement.
6. The CONSUMER hereby declares that the premise to which service connection is to be given as per his/her application is under his/her occupation as lessee.
7. In case of the water line laid for giving water connection to the premises mentioned in the schedule requires to be deviated at a later stage, all expenses found necessary for the alterations shall be met by the CONSUMER., and if by circumstance beyond control no alternate route is feasible for maintaining supply to the said premises the CONSUMER agrees to have the supply discontinued.
8. All dues that may become payable by the consumer under or by virtue of this agreement by reason of breach or otherwise are recoverable under the provisions of the Revenue Recovery Act., as if they are arrears of public revenue due on land or in such other manner as RUBBER PARK may deem fit.
9. The rates shown in the schedule are liable to revision by the RUBBER PARK and the revised rate/rates shall be binding on the

CONSUMER and the levy of charges shall be at the revised rate or rates. The bills in respect of this will normally be sent every month and the same shall be paid by the CONSUMER before due date, failing which interest @ 16.5% per annum will have to be paid up to the date of payment. The CONSUMER also agrees that the RUBBER PARK will be free to alter the method of billing whenever it chooses to do so.

10. The consumer also agrees to pay a fixed/minimum charges @ 25% of the applicable tariff for the contracted monthly demand or the actual average monthly consumption every month irrespective whether there is any consumption or not during any month once the industrial water connection is made available by the Rubber Park to the Consumer.

THE SCHEDULE TO THE AGREEMENT

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

Signed and delivered by :

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

In the presence of:

- 1.
- 2.

ANNEXURE : IV A

**FORM OF APPLICATION FOR SUPPLY OF ELECTRICITY
(Vide clause VI (5) of the schedule to the I.E.Act)**

To

The Manager (Electrical),
Electrical Distribution Office,
Rubber Park India (P) Ltd.
Irapuram

1. I/We,
... here by request you to supply electrical energy on temporary/
permanent basis to the premises owned/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, educational institution etc.)

2. I/We hereby agree to take the supply and pay for the said energy, service connection and other dues including the deposit of such security as may be demanded in accordance with the tariff and the conditions and miscellaneous charges for supply of electrical energy 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 supply of energy for the under mentioned purposes for my/our bonafide use for a period of not less than two years from the date of commencement of the supply and, in the case of reconnection of supply after a period of six months from the date of disconnection, for not less than one year from the date of reconnection.

3. I/We also undertake to receive supply within three months from the date RUBBER PARK intimates that it is ready to give supply to our premises, falling which I / We undertake to pay RUBBERPARK 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 Shri.

5. I/We am /are the owner/owners of the premises/tenants in lawful occupation of the premises in respect of which this requisition is made in support of which documentary proof is enclosed with this application.

6. Description of the premises:

Plot no:

Name of Factory/shop:

Name of Road:

Owners name

Owners address

(Please strike out items not applicable)

7. My/our requirements are as follows :

S.I No.	Description	Wattage	No. of Points	Total demand
1	LAMPS			
2	FANS			
3	5 A PLUG Point			
4	15 A PLUG Point			
5	A.C			
6	MOTORS			
7	Welding sets			
8	HEATERS			

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

9. The wiring will be carried out by

Name of licensed wiring contractor_____

His License No_____

His full address_____

.....

Name of wireman/supervisor_____

His License No_____

His full address_____

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 parishad, Educational institution etc. should be stated).

NOTE

A firm, registered society or educational institution 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:

Connection charges

- | | | | |
|-------|----------------------|--------|---|
| (i) | Connected load in KW | (1) | = |
| (ii) | Rate per kVA | (2) | = |
| (iii) | Connection charges | (1x 2) | = |

- (iv) Tariff applicable.....
- (v) Consumer ID No.....

FINANCE

Electrical Engineer

Approved by

.....

Rubber Park

Electrical Dept

Consumer (Name) :

Consumer ID :

Resident Engineer

Annexure : IV B

(Form No.5)

AGREEMENT FOR THE SUPPLY OF ENERGY (H.T and L.T)

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** the **LICENSEE** and M/s., represented by its hereinafter referred to as the **CONSUMER** of the other part whereby it is agreed as follows :

RUBBER PARK of the one part The **LICENSEE** shall supply to the consumer and the consumer shall take from **RUBBERPARK** all the energy

required by the consumer for operating and lighting the consumers
_____ located at _____ up to a total amount of
_____ K.W/K V A.

1. The supply to the consumer shall be in the form of _____
phase alternating current at a frequency of approximately 50 cycles per
second and a voltage of approximately _____ volts.
2. Supply shall be in the prepaid automatic meter reading mode
and as such there shall not be any deposit to be made by the consumer.
3. However, the consumer shall pay an amount equivalent to
one months estimated energy charges including demand charges to the
licensee before availing power connection, the consumer shall be at
liberty to top up with any amount of his choice once this initial
payment is used up.
4. The consumer shall pay to the LICENSEE on demand for the said
supply at the tariff rates and on the conditions of supply in force from
time to time and for all such other proper charges as become due from
time to time at rates prescribed in part II _____ of the
conditions of supply.
5. There will be periodic alarm/message when 80% and 90% of
the amount paid is consumed and the supply will automatically be cut
off when it is fully used up.
6. In case of such a cut off, on account of insufficient prepaid
amount, reconnection shall be made only when additional money to
cover the minimum monthly fixed charges and energy charges of
consumers choice is paid along with a **reconnection charge of Rs.
500/-** (Rupees Five Hundred)

7. The consumer shall not be at liberty save with the consent of the LICENSEE to terminate this agreement before the expiry of 2/3/10 years (_____ years in words). After the said period the consumer may terminate this agreement on giving one clear months notice in writing to the LICENSEE's authorised officer.
8. The consumer hereby declare that the premises through which the service lines are to be constructed for giving service connection as per his/her application is owned by him/her except for the portion /portions for which she/he has obtained consent letter from the owner /owners in stamp paper of appropriate value and submitted along with the application for connection. If any proof is obtained at any time contrary to the above declaration, LICENSEE shall have the absolute right to terminate his/her service and dismantle the lines so constructed with 7 days notice or get the service shifted at his /her consent if such shifting is feasible considering relevant rules and regulations in force.
9. The consumer hereby declares that the premises to which service connection is to be given as per his/her application is under his/her occupation as owner / tenant.
10. In case of the electric line laid for giving service 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 circumstances beyond control no alternate route is feasible for maintaining supply to the said premises the consumer agrees to have the supply discontinued.
11. 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.

12. The consumer hereby declares that the Book containing “Conditions of the Supply of Electrical Energy “ of LICENSEE has been carefully per used by him/her read to him/her and he/she agrees to be bound by the said conditions of supply in force from time to time, which shall always form an integral part of this agreement.
13. The rates shown in the schedule are liable to revision by the LICENSEE from as and when KSEB revises the tariff in which case the revised rate /rates shall be binding on the consumer and the levy of charges shall be at the revised rates or rates. The consumer also agrees that the LICENSEE will be free to alter the method of billing whenever it chooses to do so.

14. The conditions of supply of electrical energy published by RUBBER PARK, the LICENSEE as amended from time to time shall be deemed to be part of this agreement and the provisions therein which are not contradictory to the provision made herein as also the statutory obligations under the Act/or rules shall also be binding on the consumer.

THE SCHEDULE TO THE AGREEMENT

1. (a) Address of the premises to which power supply is sought
- (b) Permanent address of the consumer

(c) Description of the premises

`Panchayath no Terraced

2. Purposes for which supply is required

3. Maximum electrical power required

4. Details of installation	No of Points	Wattage/ Points	Total Wattage
----------------------------	--------------	-----------------	---------------

a) Light points

b) Plug points

c) Fan points

d) Motors

5. Details of service lines

i) Single/Three phase

ii) Cable size

iii) Length in meters

6. Amount of Minimum payment per annum

Signed and delivered by

(Consumer)

Company Secretary_____

Acting for and on behalf of and
By the order and direction
Of LICENSEE in the presence of

1 _____

2 _____

I here also agree to indemnify the LICENSEE for any loss, damage
and costs of litigation, which the LICENSEE incurs on this account.

Signed and delivered by

(Consumer)

in the presence of

1. _____

2. _____

TEST REPORT

Service connection no		no of phases
Purposes of installation.		Tariff
Connected load	(1) Wattage	(2) H.P
Total length of service line		
Security Deposit collected		
Remarks		
Signature		

(Consumer)

Certified that the above consumers installation completion report has
been verified and found correct.

Electrical Engineer

For Office use

(i) Reference of safety certificate and energisation order from Electrical inspector -----

(ii) As energiser order and one set of electrical drawings submitted to RUBBER PARK

Yes

No

(iii) Security Deposit (Three months approx. @ incase of LT and two months in case of HT)

Finance

Electrical Engineer

Security deposit paid (receipt No.)	Agreement No. and date	
Energisation order No. & Date		

ANNEXURE : V A

Application for Treating Effluent

To

The Manager -Civil
Rubber Park

Sir,

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

1. Date of commencement of production
2. Quantity of effluent m³/day
3. Capacity of storage tankm xm xm (.....m³)
4. Location of the storage tank
5. Availability of 3 ? 32A power plug within 5m from the tanker lorry's position for pumping: Yes / No
6. Quality of effluent

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

7. Security Deposit required : 4220 x daily quantity of effluent
in m³ : Rs.....

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

For Rubber Park Office use :

1. Date of receipt of application :
2. Date of commencement of collection of effluent :
3. Date of agreement

4. Details of security deposit

ANNEXURE : V B

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

This Agreement made on theday of Two Thousand
..... between Rubber Park India (P) Ltd represented by the
Company Secretary, hereinafter referred to as “Rubber Park”, in which
expression shall unless the context does not so admit, include his successors

in office and assigns, on the one part, and M/s.represented by its, a Unit located in the Rubber Park as per the lease deed executed by Rubber Park, hereinafter referred to as the "Unit", in which expression are included, unless such inclusions are inconsistent with the context of the meaning thereof, its heirs, executors, administrators and assigns, of the other part;

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the charges hereby reserved and of the covenants and agreements on the part of the Unit hereinafter contained, Rubber Park do hereby permit the Unit to avail the services of the Common Effluent Treatment System of the Rubber Park for such time that the Unit exists in the Rubber Park on payment of the Charges every month;

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

1. The Unit shall construct a tank of adequate capacity of atleast of 3 days theoretical max-effluent for the collection of effluent near the entry point to their premises where from it can be pumped out by the truck engaged by the Rubber Park. Therefore, the location of the tank should be such that to facilitate easy pumping and transportation.

The storage tank shall be protected from rain. Transfer and transportation of effluent should be possible even during heavy monsoon within 5m from the tank there shall also be a 32A 3 ø metal clad power plug point.

2. The Unit shall discharge effluents only to the tank provided for the same at their premises. The unit shall not discharge the effluents into the open drains, storm water drains, public waterways or canals. Violation of this condition shall make the Unit liable for compensating any consequential loss or damage that may be wrought upon RUBBER PARK or other units in the Park, and for imposition of fines by the Managing Director, Rubber Park.

3. The Unit shall discharge its effluents only after primary screening to remove solid particles to ensure economy as well as easy pumping.

4. The Unit shall make an initial security deposit to RUBBER PARK, equivalent to three months' projected charges payable by the Unit for treating their effluents. In the event of the Unit consuming more than the contracted volume or on revision of tariff, the deposit amount shall be modified accordingly and the Unit shall pay the balance due.

5. The Unit shall pay the Effluent Treatment Charges as fixed by RUBBER PARK from time to time. RUBBER PARK shall fix the charges on the basis of Population Equivalent Units (PEU). However, the BOD, COD, TDS, suspended solids and odour of the effluents discharged by the Unit also will have bearing on this. The tariff now fixed is Rs. 2.50 for every PEU which will work out to Rs. 48/m³ approx. 25% of this will be fixed charges and that shall be payable by the units every month irrespective whether there is any effluent generated or not. The contracted monthly quantity or the monthly average whichever ever is more will be reckoned for this purpose.
6. RUBBER PARK may revise the Effluent Treatment Charges upwards or downwards once in every 6 months based on changes in costs, total quantity of effluent available or upon revision of the power charges, whichever occurs earlier.
7. RUBBER PARK or their nominated agency shall raise bills for effluent discharged before the 5th of every succeeding month based on the actual quantity collected by the representative of RUBBER PARK, and the Unit shall pay the bill amount on or before the 10th of that month. A log book showing the quantity collected is to be maintained and signed by the representative of the unit as well as of the Rubber Park.
8. If the Unit does not pay the charges on or before the 10th of the month, a fine of 16.5% p.a shall be levied for each day of delay. If there is default on payment, RUBBER PARK may set off the deposit towards the amounts due from the Unit by way of charges, fines, costs, losses or any other amounts.

- 8(a) If the unit refuses/fails to pay the treatment charges and there is no sufficient amount as deposit for adjustments the Rubber Park shall have the absolute right for disconnecting the power and water connection to the unit.
9. The Unit agrees that the Managing Director, Rubber Park shall have full authority to decide on issues connected with effluent treatment/discharge.
10. RUBBER PARK shall endeavor to run the treatment system in an integrated manner so as to minimize the impact on the environment from the operation of the units in Rubber Park as a whole.
11. RUBBER PARK shall endeavor to run the system in a cost-efficient manner. RUBBER PARK may run it either directly or through a nominated agency.
12. The unit shall invariably inform the Rubber Park in writing, in advance about any stoppage of resumption of work affecting the availability of effluent for treatment. This is important as the CETP is maintained only for the units. Should the unit fail to supply the contracted quantum of effluent on any reason, they shall be liable to pay a minimum of 25% of the monthly average of treatment charge every month.
13. The quality of effluent accepted for treatment at the CETP is as under:

Characteristics of effluents		
Characteristic	Unit	Value
PH		

B.O.D	mg/litre (at 27°C for 3 days max)	
C.O.D (max)	mg/litre	
Suspended solids	mg/litre	
Sulphides	mg/litre	
Oil & Grease	mg/litre	

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

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

Witness:

ANNEXURE VI

To be submitted in sextuplicate (six copies)

FORM 1 (For Panchayat)

**Form of Application to be made for Construction,
Establishment or Installation of Factory, Workshop or
Workplace in which Steam or other power is to be employed**

[See Rule 12(1) (b)]

1. Name and address of the applicant -
2. Name of owner of the land -
3. Whether consent of the owners of the land obtained and if so, copy of the same -
4. Details of the Site :
 - Taluk -
 - Village -
 - Sy. No. -
 - Extent -

 - Boundaries :
 - East -
 - South -
 - West -
 - North -
5. Maximum number of workers proposed to be employed on any day in the factory, workshop or workplace or premises -

6. Distance between the site and residential area. -
 [Specify whether distance between the factory premises and dwelling houses is not less than 225 metres except in areas declared specifically as industrial area]

7. Distance from the nearest source of community water supply -

8. Facilities made for the disposal of all kinds of waste from the factory without causing any water pollution or any other public health insurance -

9. Scope for future expansion of factory -
 (Indicate whether there is sufficient space for expansion of the factory in future, if there is scope for the same)

10. Whether the plan of the site and the building if any proposed to be constructed has been submitted -

11. Particulars as to power machinery or plant proposed to be installed -

12. Amount of Licence fee paid -

Date :

Signature of the Applicant

FORM 1 (For Factories & Boilers)

(Prescribed under Rule 3)

Application for permission to Construct, Extend or Take into use any building as a Factory

1	Application for: Constructing a new building Extending an existing building Taking into use any building as a factory	
2	Applicant's Name and Address	
3	Full Name & Postal Address of Factory	
4	Please indicate following details: a) Nearest Police Station : b) Nearest Railway Station c) Nearest Public Hospital	

5	<p>a) Whether already registered as factory</p> <p>b) If yes,</p> <p>1. Registration No.</p> <p>2. License No.</p> <p>3. Date of Renewal of Licence</p> <p>c) Does it fall in hazardous category under Sec. 2(CB)</p> <p>d) If so, has the site been approved u/s. 41A?</p> <p>e) If so, date of approval</p> <p>Particulars of the plant to be installed : To be enclosed only if the site has not been appraised in terms of Sec 41A</p>	
	<p>ENCLOSURES :</p> <p>a) Flow Chart of manufacturing process</p> <p>b) Brief description of the process in its various stages</p> <p>c) Plan in triplicate drawn to scale showing: the site of the factory and immediate surroundings including adjacent buildings and other structures, roads, drains etc</p> <p>d) the plan, elevation and necessary cross-sections of various building indicating all relevant details relating to natural lighting, ventilation and means of escape in case of fire. The plans shall also clearly indicate the position of the plant and machinery, aisles and passage ways.</p> <p>e) Such other particulars as required by Chief Inspector at the time of submission of the application</p>	

Signature of Applicant:

Name of Applicant:

Date:

COMPOSITE APPLICATION FOR LICENCES/CLEARANCES

**PART I
GENERAL INFORMATION**

I.

1	Name of the applicant	
2.	Full Postal Address Office Pin..... Tel No..... Fax..... Telex.....	Factory [existing/proposed Pin..... Tel.No. Fax..... Telex.....
3	Category	SSSBE/SSI/SMALL/MEDIUM/LARGE
4.	Type of Legal Organisation	Proprietary / partnership / partnership join family/private limited company / public limited company/co-operative society/charitable society public corporation / organizations set up under special act of parliament or state legislature/others (please specify)
5.	Whether Ancillary or not	Yes/No If yes, name and address of parent unit
6.	Location	Incl. Estate/incl. Devpt. Area/Devpt. Plot/Growth Centre/Export Processing Zone/any other Incl. Area approved by Govt. /other locations.
7	Is there NRI participation	Yes/No. If yes, give details
8.	Name and designation of the Chief Executive	..........
9	Name and designation of the occupier (as under Factories Act)	..... .....

10	Is the proposal for ---- establishment of new undertaking/Expansion/modernization/diversification	
11	In case of existing undertaking (please specify) (a) Industrial Licence No. (b) DGTD Regn. No. (c) SSI Regn No.	..... ..... .....

II DETAILS REGARDING LAND

12	Whether the land is owned by the applicant or held on lease rent	Owned/Held on lease/Rent/otherwise (specify)
13	If not owned, name and address of the title holder	
14	No. and date of title deed/lease deed/rent deed	
15.	Name of Sub Registry Office	
16	Name of Panchayath/Municipality/ Corporation Ward/Division No.	
17	Name of Development Authority (if applicable)	
18.	Village..... District.....	Taluk.....
19	Survey Nos. with Sub Division Nos.	
20	Extent of land	

21	Area available for disposal of effluent (if applicable)	
22	Boundaries : East..... West	North South.....
23	Other information from in---- (a) Nearest Police Station and distance from it (b) Nearest Railway Station and distance from it (c) Nearest Community water supply/Canal/ River/Well/Pond/Backwaters and distance (d) Nearest House No. and distance from site (e) Nearest Educational Institution/Religious Worship Centre (f) Distance from other buildings	.....Km.....K m.....K m Km Km.....Km
III. DETAILS OF FACTORY BUILDINGS		
24	Building No.(if existing).....	Ward..... Grama Panchayath/
	Municipality/Corporation	
25	Name of Road/Street	.....
26	Regn. No. and Full Address of Architect/Engineer/Supervisor/	Regn.No.....
27	Reg. No. & Address of Electrical Contractor	Regn. No.
28	If for expansion of Existing Factory Building please specify (a) Year of Establishment (b) Building Permit No. and date of issued by Local Body	..........
29	Purpose of Construction	.....
		Existing Proposed
30	Plinth Area (Floor wise)	.....Sq. Mtr. .....Sq. Mtr.
31	Carpet Area (Floor wise)	..... .....
32	Height of the Building	..........
33	Set back from boundaries (for proposed construction only)	..... ..... .....
34	Details of Open Spaces	..........

35	Estimated cost of Proposed construction
----	---	----------------

IV. MACHINERY AND POWER

36. Details of Plant & Machinery

SI No.	Item	Number	Price	Name of supplier
	Total			

37. Details of Power Requirement

Bulb/Tube	Fans	Plugs, Heaters etc.	Motors	Total Demand
No. Wattage of Each	No. Wattage of each	No. wattage of each	KW/KVA	

38	Actual requirement of Electric Connection (Whether Power Requisition is for :- New Service/reconnection/an alteration to existing installation/Temporary service)	
39	Installed capacity for 8 hours	...............
40	Proposal for augmentation, if any	...............

B. Details of Imported Raw materials					
SI No.	Name of the Item	Quantity (Pl. specify unit)	Cost per Unit	Total Cost	Source
Total					
Grand Total[A+B]					

A. No. of Shifts Proposed:

VII. CAPITAL INVESTMENT					
45. Using Fuels					
SI No.	Item	Quantity consumed per day (8 hours)	Fuel analysis report if available attach copy		
VIII. FINISHED PRODUCTS					
46. Details of Products					
SI No.	Item (include by-products & Intermediary products also)	Total product	Unit price (Ex-factory)	Total Value	Use

IX MANPOWER REQUIREMENT

47		Details of Employment		
Sl No.	Description	Existing	Proposed	Total
[a]	Managerial			
[b]	Supervisory Technical Non-technical			
[c]	Skilled Labourer Unskilled Labourer			
[d]	Semi-skilled Labourer			
[e]	Others			

X MISCELLANEOUS DETAILS

48	Working Time	....................
49	Scope for future expansion, if any,	..... ..... ..... Signature.....

XI POLLUTION CONTROL

(To be filled up only by units which require permission from Pollution Control Board)

50	Investment proposed on a) Effluent Treatment and disposal b) Mission Control c) Solid Waste Processing and Disposal d) Sound Pollution Control Total
----	---	---

51	Water consumption per day (a) Boiler (b) Cooling (1) Contact (2) Non-contact (c) Domestic purpose (d) Process/Production (e) To other purpose Total	..... ..... ..... ..... ..... .....
52	Source of Water	.....
53	Trade effluent and Sewage Effluent	.....

(a)

Ref.No of Outlet in the Plan	Unit source of Effluent	Effluent Qty m3/day	Quality		
			Characteristic	Unit	Concentration

(b)

Ref.No of Outlet in the Plan	Outlet location possession/access	Effluent discharged into Stream/Well, Sewer/Land for Irrigation and for percolation (identify)	Effluent Treatment

54. Solid Wastes

Quality

Unit Source	Qty/day (in tonne)	Characteristic	Unit	Concentration	Mode of treatment disposal

55. Emission

(a)

Stack No.	Emission sources *	Height M	Inside dimension M	
			Top	Bottom

* State type and quantity per hour of fuel in case of boiler stacks.

(b)

Stack No	Velocity flow	Emission Quality			Control means
		Characteristics	Rate	Concentration	

57

Sound Pollution Significant Sources and Control Measures

Signature :
Name :

Form B

(See Rule 7(1))

Register Regarding application submitted to the Industrial Area Board/District Board/State Board

S No.	Name and address of the applicant	Licence applied for (specify)	No.& Date of Acknowledgement receipt	Date of presenting in the Board	Decision of the Board	Signature of Chairman	Date on which the application sent to the licencing authority	No. and date of licence given	Date of clearance final decision of the Board	Remarks
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]

FORM C

[See Rule 9(2)]

GOVERNMENT OF KERALA

Certificate issued from Industrial Area Board/State Board

CERTIFICATE

Certified that necessary clearance / No objection Certificate / Licence in respect of M/s. (Name and address of the Industrial Undertaking) in Survey Nos. Of Village of TalukDistrict In Industrial Area/Plot/Estate/Growth Centres/Park/Industrial Township Authority is deemed to have issued as per the Resolution No..... dated of the meeting of the Industrial Area Board/..... Industrial Township Authority for conducting the activity of in exercise of the powers conferred on this Board by Section 26 and 27 of Kerala Industrial Single Window Clearance Boards and Industrial Township Development Area Act, 1999 under Section 10 of the said Act.

This certificate is issued today the day of month year under the seal of undersigned.

Name

Designation

(Seal)

..... Industrial Area Board/District

Board/ State Board/ Industrial Township Authority

(Delete which are not applicable).

FORM D

[Sea Rule 11)

Appeal submitted to the State Board

1. Name of the applicant :

2. Address :

3. Details of the Industrial Unit

4. Details of the application rejected and from :

which Single Window Board

5. Date on which intimation regarding rejection :

of application is received and reasons if any

with details thereof.

6. Details of the records enclosed herewith :

Place

Date:

Name and Signature of the applicant.

FORM E

(See Rule 1)

Appeal submitted to the Government

1. Name of the Applicant

2. Address

3. Details of the Industrial Unit

4. Date on which the notice of rejection

Received from the State Board and the

Reason specified if any with details.

5. Details of the records presented herewith:

Place

Date

Name and Signature of the applicant.

FORM F

Appeal to the District Board from the Small Scale Industrial Entrepreneurs which has an investment not less than 2 lakhs.

1. Name of the applicant
2. Address
3. Details of Small Industrial Unit:
4. Details of the authority which has
Rejected the clearance of Licence
Or Certificate of recommended with
Modification.
5. Date on which the notice of rejection
Received and reason with details.
6. Details of records presented herewith.

Place:

Date:

Name and Signature of the applicant.

FORM G

(See Rule 11(4))

Register regarding the Appeal Application.

S/ N	Name and address of the applicant	No.& date of acknowledgement receipt	Nature subject of appeal	Appeal from which Board	No. & date of licence issued	Remarks
[1]	[2]	[3]	[4]	[5]	[6]	[7]

FORM H

[See Rule 17]

Receipt regarding Fees, Service charge remitted in the Board, name and Place of the Board.

1. Name and address of the applicant :
remitting the amount

2. To which Industrial Unit the amount is remitted:

3. Service charge :

4. Details of Fees:

Name of the Authority		Amount remitted
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Total amount remitted above 3&4	

Place:
Date:

Name, Designation and Signature of the
Officer who received the amount

Seal of the Board.

Annexure VII A

Agreement for Executive Hostel

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

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

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

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

1. In consideration of the license fee hereby reserved and of the covenants and stipulations hereinafter contained on the part of the licensee to be paid and observed, the licensor hereby demise unto the licensee the demised premises to have and to hold for a period of 11 months commencing from the yielding and paying therefore unto the licensor during the said period a monthly license fee of Rs...../-. The license fee shall be remitted in advance at the office of the licensor on or before 8^h of every month. And delay in remittance will carry a penalty @ 16.5% p.a.
2. The licensee shall deposit with the licensor an interest free deposit of 3 months license fee. The Licensor shall return this security deposit to the licensee after deducting dues and/or compensating damage caused if any at the time of vacating the premises.
3. The Licensee shall be entitled to use the demised premises for residential purpose of their employee only.
4. Rooms in the Executive Hostel is meant only for single occupancy. The licensees are not expected to keep any guests inside the room. If any such occupation is detected any time, a fine @ Rs. 50/day will be charged for the period of occupation and the licensee will have to vacate the premises forthwith.
5. The licensee shall pay all charges for electrical energy, water charges & other charges for recreational facilities etc at actuals.

6. The licensee shall keep the demised premises in good condition without causing damage to any part of it including fixtures and furniture provided therein. If any damage is caused to the building and fittings therein, the licensee shall pay the cost of the materials damaged to the licensor.
7. The licensor or his agent shall have the right to enter the demised premises at all reasonable times during day time for the purpose of viewing the state of repair conditions of the demised premises and of doing works and things as may be required for any repairs to the demised premises or any part thereof.
8. The licensee shall not assign, transfer or sublet premises hereby demised or any part thereof.
9. The licensee paying the license fees performing and observing the covenants and stipulations on its part herein contained shall, during the period of license quietly enjoy the demised premises and the furniture and fittings (as listed in Annexure) provided in the room without any interruption by the licensor or any person lawfully claiming under or in trust.
10. The licensee shall vacate the demised premises at any time before the expiry of the license period herein before mentioned provided one months notice in writing to this effect is furnished to the licensee by the licensor.
11. The licensee can vacate the demised premises at any time before the expiry of the license period mentioned herein before by giving one month's notice to this effect to the licensor.

12. If there is any breach of covenant by any of the parties either side can terminate the licensee by giving one month's notice to the other.
13. The premises is provided with all electrical bulbs and fixtures in working condition and it shall be surrendered in the same working conditions at the time of vacating as well and during the period of license, the licensee shall be responsible for replacing the fused bulbs etc.
14. Occupation for a period less than 15 days will be treated as half a month and above 15 days will be taken as one full month for the purpose of calculating the license fee for any particular month.
15. In the event of default in payment of license fee beyond a period of one month from the due date, the Licensor will have every right to cancel the license forthwith without notice and adjust the dues from the deposit and get the premises vacated by the licensee.

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

Rubber Park India (P) Ltd

Licensor

Licensee

Date:

Place:

In presence of witness:

Annexure VII B

Agreement for Workers Dormitory

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

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

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

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

1. In consideration of the license fee hereby reserved and of the covenants and stipulations hereinafter contained on the part of the licensee to be paid and observed, the licensor hereby demise unto the licensee the demised premises to have and to hold for a period of 11 months commencing from the yielding and paying therefore unto the licensor during the said period a monthly license fee of Rs./-. The license fee shall be remitted in advance at the office of the licensor on or before 8th of every month. And delay in remittance will carry a penalty @ 16.5% p.a.
2. The licensee shall deposit with the licensor an interest free deposit of 3 months license fee. The Licensor shall return this security deposit to the licensee after deducting dues and/or compensating damage caused if any at the time of vacating the premises.
3. The Licensee shall be entitled to use the demised premises for residential purpose of their employee only.
4. Rooms in the Workers Dormitory is meant only for 10 workers of the Licensee. If at any time, more than 10 persons are seen occupying the room the Licensee shall be liable to pay a fine @ Rs. 50 /day/person for the period of such occupation and the licensee will have to vacate the premises forthwith.
5. The licensee shall pay all charges for electrical energy, water charges & other charges for recreational facilities etc at actuals.
6. The licensee shall keep the demised premises in good condition without causing damage to any part of it including fixtures and furniture provided therein. If any damage is caused to the building and fittings therein, the licensee shall pay the cost of the materials damaged to the licensor.

7. The licensor or his agent shall have the right to enter the demised premises at all reasonable times during day time for the purpose of viewing the state of repair conditions of the demised premises and of doing works and things as may be required for any repairs to the demised premises or any part thereof.
8. The licensee shall not assign, transfer or sublet premises hereby demised or any part thereof.
9. The licensee paying the license fees performing and observing the covenants and stipulations on its part herein contained shall, during the period of license quietly enjoy the demised premises and the furniture and fittings (as listed in Annexure) provided in the room without any interruption by the licensor or any person lawfully claiming under or in trust.
10. The licensee shall vacate the demised premises at any time before the expiry of the license period herein before mentioned provided one months notice in writing to this effect is furnished to the licensee by the licensor.
11. The licensee can vacate the demised premises at any time before the expiry of the license period mentioned herein before by giving one month's notice to this effect to the licensor.
12. If there is any breach of covenant by any of the parties either side can terminate the licensee by giving one month's notice to the other.
13. The premises is provided with all electrical bulbs and fixtures in working condition and it shall be surrendered in the same working conditions at the time of vacating as well and during the period of license, the licensee shall be responsible for replacing the fused bulbs etc.

14. Occupation for a period less than 15 days will be treated as half a month and above 15 days will be taken as one full month for the purpose of calculating the license fee for any particular month.
15. In the event of default in payment of license fee beyond a period of one month from the due date, the Licensor will have every right to cancel the license forthwith without notice and adjust the dues from the deposit and get the premises vacated by the licensee.

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

Rubber Park India (P) Ltd

Licensor

Licensee

Date:

Place:

In presence of witness:

WHOM TO CONTACT FOR WHAT

1	<p>Land</p> <p>?? Registration ?? Allotment ?? Payment of Lease premium Lease Rent Maintenance Charges</p> <p>2 Execution of all documents / agreements 3 Payment of all dues</p>	<p>Company Secretary cum Finance Manager</p> <p>Ph# 2655548/2657218</p>
4	<p>Water Supply Drinking Industrial & Construction</p>	<p>Manager – Civil</p>
5	<p>Waste Management</p>	
6	<p>Accommodation Exec. Hostel Dormitory Guest Rooms</p>	<p>Manager – Civil</p> <p>Ph# 2655548/2657218</p>
7	<p>Executive Meeting Hall Training Centre Dr. B C Sekhar Convention Centre Library Shopping Mall</p>	
8	<p>Power Connection, Distribution</p> <p>Power failure</p>	<p>Manager – Electrical</p>
9	<p>Single Window Clearance</p>	<p>Ph# 655548/2657218 Ph#2655218 (Substation)</p>
10	<p>Investment Subsidy</p>	
11	<p>J J Murphy Research Centre for Testing & Certification</p>	<p>Director</p> <p>Ph# 655548/2657218</p>
12	<p>For all your appeals/unabated problems</p>	<p>Managing Director</p> <p>Ph# 2655538 Mob : 9847059777</p>