

## Draft tripartite Agreement between Lessor, Lessee and Sub Lessee

This deed of sub lease is made on ..... day of ..... 2019 between,

1) The governor of Madhya Pradesh acting through its Executive "Director, Madhya Pradesh Industrial Development Corporation Ltd., Regional Office ----- (M.P.) having its registered office at ....., (full address of the office) hereinafter referred to as "**lessor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in- interest) of the FIRST PART;

2) M/s -----, acting through And Shri ----- authorized signatory, having registered office of company at -----, hereinafter referred to as "**Lessee**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the SECOND PART;

3) M/s -----, acting through And Shri -----, authorized signatory having registered office of company at ----- hereinafter referred to as "**Sub- lessee**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the THIRD PART;

Whereas the lessor had allotted and granted lease of the land admeasuring ----- square meter Plot No. ----- situated at Industrial Area (Name and address) Industrial Area -----, District - ----- --under a registered lease deed No ----- dated ----- and No. ----- dated ----- respectively for a period of 99/30 years commencing from ----- for the purpose stated therein.

Whereas the lessee has approached the lessor vide letter dated ----- seeking permission of the lessor to grant sub lease of the leasehold land admeasuring ----- square meter situated at Plot ----- (------ Square meter) for constructions thereon or to give the industrial unit under management contract on lease and license basis for a period of ----- years as fully described in the schedule annexed hereto.

And Whereas the Madhya Pradesh state industrial Land and Industrial Building management Rules 2019 provides for sub lease tenancy of the land/building leased by lessor under clause as under.

And Whereas the lease deed executed between lessor and lessee provides that lessee shall not sublet/ assign or otherwise transfer the said premise/ land or any part thereof or any building structure or work constructed thereon for any purpose whatsoever except as provided in the said Rules.

And whereas as required under the said Rules, the lessor has obtained the approval to the terms & conditions of the tripartite agreement to sub lease/Lessee from ----- vide letter no. ----- dated -----.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER :-**

- 1) That, the period of sub lease/Lessee in respect of leasehold land and construction thereon shall be for 10 years or the unexpired period of main lease whichever is earlier.
- 2) The terms and conditions of main lease deed shall apply and be binding on sub lessee/Lessee mutatis mutandis.
- 3) That, the sub lessee/Lessee shall comply and follow all terms and conditions, restrictions and prohibitions as contained in the main lease deed as if he is the lessee in respect of the demised leasehold land.
- 4) The sub lessee/Lessee shall obtain necessary consents, permissions, approvals as may be required under any law as applicable from time to time from appropriate authorities.
- 5) That, in case of any breach or default committed by sub lessee/Lessee, the lessee shall be responsible and liable and in such circumstances the lessor shall exercise all such rights and powers as available to him under main lease deed and the under said Rules as amended from time to time against the main lessee as well as sub lessee/Lessee.
- 6) That, in case of any default in payment of dues of lessor whatsoever may be or in case of any breach of any terms and condition of main lease deed or "Sub-lessee/Lessee" by the lessee or the Sub-lessee/Lessee, the lessor shall have the right to terminate the lease, Sub-lessee/Lessee as the case may be at its discretion by giving a notice of not less than 30 days in writing to remedy the default/breach and within the period stipulated, the lease or sub lease/Lessee as the case may be shall stand terminated and lessor shall re-enter in the demised land/premise forthwith. In such event, the lessee or Sub-lessee shall have remedy of appeal as provided under the rules.
- 7) The sub lessee/Lessee shall not further sub lease/assign or otherwise transfer or shall create any third party interest whatsoever in the demised land/building or part thereof.
- 8) The Sub-lessee shall pay to the lessor annual lease rent for Sub-leased -land equivalent to 3% (Three percent), of the premium prevailing on the date of agreement – INR ----- (Rupees -----) plus applicable taxes. This annual lease rent shall be paid in advance each year on 31<sup>st</sup> March.
- 9) That, in case of default of payment of lease rent or any dues either by lessee or by Sub- lessee, the lessor shall have right to demand and recover the same either from lessee or Sub-lessee and vice versa or from both lessee and sub lessee as provide in the main lease deed.

- 10) The lessee shall provide a copy of sub-lease deed, contract or any agreement entered into with the Sub-lessee in respect of the demised land and building constructed thereon or in respect of industrial unit and shall always keep the lessor informed about any amendment or change in the terms and conditions in the said deed, contract or agreement.
- 11) The lessor shall not be responsible to provide any passage or approach road or any other facility independently to the Sub-lessee/Lessee.
- 12) In case of any inconsistency in the terms and condition of Sub-lease/Leased document, the terms and conditions contained in the main lease shall prevail.
- 13) The lessee or Sub-lessee shall bear all expenses, fees stamps duty and registration charges if any.
- 14) The lessor shall have the right to decide any issue/ matter or dispute arises between the lessee and sub-lessee keeping in view the provisions of the prevailing Land and Shed Allotment Rules of the industries Department after giving an opportunity to all concerned to be heard and his decision will be final and binding on lessee and sub- lessee.
- 15) The lessee and sub- lessee, if aggrieved by an order of the lessor may prefer an appeal to the designated authority as per the provisions of the main lease/prevailing Land and shed Allotment Rules.
- 16) Rules, Conditions and Instructions issued by the State Government from time to time under Rule the Madhya Pradesh Audyogik Bhumi Avam Bhavan Prabandhan Niyam 2019 Shall be binding on all the parties signing the Tripartite Agreement and shall be treated as a part of this Agreement.

**IN WITNESS WHEREOF**, the Parties herein above have set their hands entered into this Deed the day and year first above written.

Witness 1.	For Lessor, Governor of Madhya Pradesh, through MP Industrial Development Corporation Ltd. Regional Office ----- (M.P.)  Executive Director
2.	For Lessee -----
3.	For Sub- Lessee M/s -----

**SCHEDULE**

**A. Details of land leased to lessee under registered lease deed**

Plot No.	Date of lease	Registration no.

Plot No -----

Size of Plot ----- Square Meter.

**Surrounded by**

On North:        -        -----

On South:        -        -----

On East:         -        -----

On West:         -        -----

**B Details of land/building sub-lease by lessee under these present**

Size of Plot (under sub-lease) ----- Square Meter.

**Surrounded by**

On north :-

On south :-

On east :-

On west :-

Building area (under sub-lease):

Premises area (under sub-lease):

Site plan of the land/building under sub-lease/ Lessee is annexed and areas is delineated in red