

**Lease deed for Land Allotted in
Industrial Area District (M.P.)**

COMMON FOR INDUSTRIAL/ WAREHOUSING/ LOGISTIC AND
WAREHOUSING HUB/ PARK

This deed is made on day of year ----- between the Governor of Madhya Pradesh, acting through **Executive Director, Registrar** (herein after called the 'Lessor' which expression shall, where the context so admits, include it's successor in office) of the one part & **M/s** (address), **District** (M.P.) acting through and having its registered office at, **District**, (M.P.) (herein after called the 'Lessee' which expression shall, where the context so admits, include its successors and permitted assigns) of the other part.

Whereas upon the request of lessee, the lessor has agreed to grant to the lessee, subject to the terms and conditions herein after specified, a lease of the piece of land in the industrial Area/Growth centre at comprising of an area measuring **Square Metres** situated in the **village/city** of **Tehsil** ----- of the District ----- (M.P.) more particularly described in the schedule hereto annexed and for greater clarity delineated on the plan hereto annexed and thereon shown with boundaries in red colour (hereinafter referred to as 'the said land') for a term of **NINETY NINE YEARS** commencing from the date..... and ending on for the purpose of (details of the activity) (herein after referred to as the said activity/business).

And whereas the lessee has agreed to take the lease on the said terms and conditions.

Now, therefore, this deed witnesses and it is hereby agreed and declared as follows:-

1. It is agreed upon that the referred land is allotted to the Lessee for the operations of business referred herein, under the provisions of the Madhya Pradesh Rajya Audyogik Bhumi Evam Bhawan Prabandhan Niyam 2019 issued by the Government of Madhya Pradesh vide Commerce, Industries & Employment Department's order No. ----- dated -----, as amended from time to time (herein after called as "Rules").

2. That all the provisions of and terms & conditions as referred to in the said Rules shall always be applicable and binding on the Lessee.
3. (i) In consideration of the premium, lease rent, development charges and maintenance charges herein reserved and the covenants on the part of the lessee herein contained, the lessor shall demise to the lessee and the lessee shall accept a lease of the said land/building to hold the same for the Non Polluting Industrial Activity of for a period of **NINETY NINE YEARS** commencing on the date of agreement on which the possession of said land/premises is handed over to the lessee.
 - (ii) The Lessee shall use the aforesaid demised land/premises, exclusively for the Industrial Activity mentioned hereinabove and the Lessee shall not be entitled to use the land/demised premises for any other purposes whatsoever.
 - (iii) Without prejudice to the aforesaid Clause 3(ii) mentioned hereinabove, it is hereby made clear that the Lessee shall not be entitled to carry on any such Industrial Activity from the demised premises, which has been regulated by any General or Special Law in force or regarding which any license/permission sanction is required under any General or Special Law in force, without first following the concerned regulations and/or without prior obtaining the license/permission/sanction, as may be required under the relevant concerned Law.
4. **The Lessee having paid the following amount to the Lessor for the said land :-**
 - i **Premium of Rs./- (Rs.) only.**
 - ii **Advance Annual Lease rent Rs./- (Rs.) only.**
 - iii **Development charges Rs/- (Rs.) only.**
 - iv. **Advance one year annual maintenance Charges Rs./- (@-----Per Sq. mtr) (Rs.) only.**
 - v. **Three years annual lease rent as Security Deposit Rs./- (Rs.) only.**

5. Thereafter, during the term of the lease the lessee shall with respect to the demised **Industrial / Logistic / Warehousing/** Plot/Land, pay to the lessor, the annual Lease Rent @ **Rs./- (Rs.)** only. p.a. and annual maintenance charges @ **Rs./- (Rs.)** only and/or such other sum or at such other rates, as may be determined in accordance with the said Rules, in the month of April each year in the office of the MPIDC Regional Office through online portal or such place or places as the Managing Director/ Executive Director may direct from time to time. In case of any delay in payment of the due Lease Rent andor Maintenance Charges by the Lessee, simple interest @10% shall also be payable by the Lessee on the aforesaid due amount/s, from the date when they become due till the actual payment by the Lessee.
6. The lessee hereby agrees to pay the maintenance charges at the rates as may be fixed/revised from time to time by the lessor/concerned Authority.
7. The lessee shall from time to time and at all times during the term of the lease pay except as aforesaid, all taxes, rates, assessments and other charges, which are or may, at any time hereafter during the said term be assessed, charged or imposed upon the said land/premises, whether on the lessor or on the lessee.
8. All sums, such as due amount of premium, lease rent, development charges and maintenance charges or any other charges imposed by the lessor, may be recovered as arrears of land revenue, if the same are not paid before the respective due date or there after alongwith interest @10% per annum as mentioned hereinabove.
9. The lessee hereby agrees that he shall implement the project for the said Industrial Activity and start the production/ commence the operation within the stipulated period, as prescribed in the said Rules, failing which, action for cancellation of allotment for land/shed and termination of Lease Deed shall be undertaken.
10. The lessee further agrees that he shall utilize the land as per norms and within the prescribed period from the date of execution of lease deed or the date of taking over of the possession of land, failing which, action would be initiated for cancellation of allotment and termination of Lease Deed.

11. On the expiry of the lease period, the lessee shall pay 2% of the then prevailing premium amount in case of developed land and in case of undeveloped land, lessee shall pay 1% of the, market value of the land, assessed on the basis of the then prevailing un irrigated agriculture land, as per the Collector Market Value Guide Line, for the concerned area for the renewal of the lease. Further, at the time of renewal of lease, the lease rent will be increased by ten times of the existing lease rent or prevailing lease rent whichever is less.
12. The lessee shall be entitled to surrender the land and obtain refund of premium strictly as per the provisions of the Rules. In case, building/other assets have been constructed on the said land, the lessee shall have the right to remove & sale the assets at his/their own cost. In the event of sale of such assets, the purchaser shall have to execute a fresh lease deed after the payment of full premium and other charges/dues as per the Rules.
13. The lessee shall not undertake any construction activity without obtaining necessary approval of maps, building permissions & plans, as also all other permissions/sanctions/approvals/ objections, required for the construction/project from the respective concerned competent authority.
14. The Lessee shall use the said premises, land and building structures and works erected or constructed thereon only for the purpose of the business stated herein above.
15. The lessee shall keep the said premises, land and building erected thereon secure and in good condition through maintenance and upkeep at his own cost. The lessee shall also develop his own parking arrangements on the land/building allotted and shall not park the vehicles on the road. Any activity of the lessee which may cause or is causing inconvenience to nearby allottee in proper functioning of their activities can be ground to cancel of the lease deed of lessee.
16. The development and maintenance works in the Industrial Area will be done by the lessor according to its plan which will be completed as early as possible, depending on availability of funds.
17. **A) For Industrial land**
The Lessee shall not acquire any title, proprietary right or claim in the demised land/premises, through this deed and nothing contained in this Lease Deed shall

mean or create any title, proprietary right or claim whatsoever, in the demised land/premises, in favour of the Lessee. The lessee shall not sublet, assign or otherwise transfer the said premises/land or any part thereof or any building constructed thereon for any purpose whatsoever, except as provided in the said Rules.

B) For warehouse / logistic park hub/land

The Lessee shall not acquire any title, proprietary right or claim in the demised land/premises, through this deed and nothing contained in this Lease Deed shall mean or create any title, proprietary right or claim whatsoever, in the demised land/premises, in favor of the Lessee. The lessee may sublet built up space created there upon but shall not transfer the said premises/land or any part thereof or any building constructed thereon for any purpose whatsoever, except as provided in the said Rules/Order.

18. On the basis of change in the constitution of ownership of the unit, the Lessee may with the prior permission of the lessor in writing and by paying the required fee/charges, transfer the lease as per the provisions of the said Rules.
19. The lessee shall not carry on any illegal trade or business on the said land/premises.
20. For closure/transfer of the business, Lessee shall inform the Lessor at the earliest. In the case of NCLT or declared sick units or court cases, allotting authority will take decision as per the directions.
21. Without prejudice to the right of the Lessor to recover from the Lessee, any amount due or unpaid, with or without interest as the case and without prejudice to the right of the Lessor to avail any other simultaneous remedy against the Lessee, in terms of this Deed and in accordance with the Rules, this Lease Deed and the consequent lease of the demised land/premises to the Lessee, shall be deemed to have been terminated, on the happening/occurrence of any or more of the following events ;
 - (a) If the lease rent hereby reserved or revised time to time or any part thereof, or any other charges or dues payable by the Lessee, shall at any time be in arrears and remain unpaid for a period of one year or more, next after the date when the same

shall have become due, whether the same shall have been lawfully demanded by the Lessor or not or whether a demand notice in this respect has been issued by the Lessor or not and an order communicating the termination of lease has been issued against the Lessee;

- (b) The Lessee becomes insolvent and/or being a firm/company goes into liquidation, voluntarily or otherwise; or enters into an arrangement/agreement with his/its creditors for composition of the industry, or in case of Lessee being a Partnership Firm, the Lessee Firm is dissolved for reasons whatsoever;
 - (c) The demised premises/land is attached by any authority for any reason whatsoever;
 - (d) There is a breach, non-observance or non-compliance, regarding any of the terms and conditions contained herein in this Deed or a breach of any of the provisions of the Rules or any applicable law in force, by the Lessee and the Lessee fails to rectify or remedy the said breach, within a period of sixty days of the notice in writing issued against the Lessee in this respect by the Lessor.
- (ii) If the lease is terminated as aforesaid, then the Lessor may, notwithstanding the waiver of any previous dues and without prejudice to any other right or remedy available to the Lessor including the right to recover the dues of whatsoever nature, take recourse to right of re-entry upon the said demised land/premises and re-enter and take back its possession, as if this demise had not been made.
22. On the expiry of the lease period or termination of the lease due to breach of the conditions of the lease deed or the Rules, the lessor shall have the right of re-entry over the land/premises.
23. On termination/surrender of the lease, the lessee shall be given an opportunity to transfer or otherwise dispose of the building, plant and machinery and any other construction on the said premises within the period of three months. After the said three months' period, the lessor shall take back the possession of the land/premises as per Rules.
24. Lessee may surrender the leased area in part or whole, by serving upon the lessor, three calendar months' prior notice in writing of his intention to do so. The lessor shall have the right of re-entry over the surrendered land/premises. On such re-

entry , the lessor may refund to the lessee part of the premium paid by the lessee at the time the land was allotted/leased out to the lessee in the following manner:-

- (i) 90%, if surrender of allotted/leased land occurs within two years from the date of taking over its possession in case of Micro/Small Scale Industrial Unit and three years from the date of taking over its possession in case of Large/ Medium Industrial units and warehousing and logistic projects.
- (ii) 80%, if surrender of allotted/leased out land occurs after two years but within three years from the date of taking over its possession, in case of Micro/Small Scale Industrial Unit and after three years, but within four years from the date of taking over its possession in case of Large/ Medium Industrial units and warehousing and logistic projects.
- (iii) 70%, if the surrender of the allotted/leased out land occurs after three years but within four years from the date of taking over its possession in case of Micro/Small Scale Industrial Unit and after four years but within five years from the date of taking over its possession in case of Large/ Medium Industrial unit and warehousing and logistic projects.
- (iv) 50%, if the surrender of the allotted/leased out land occurs after four years but within six years from the date of taking over its possession in case of Micro/Small Scale Industrial Unit and after five years but within seven years from the date of taking over its possession in case of Large/Medium Industrial unit and warehousing and logistic projects.

Explanation:- For the purpose of this clause, the period of possession of land with the lessee will be reckoned from the date of the lessee taking possession to handing over possession to the lessor. Where possession of land has not been taken over by the Lessee, the time period available to the Lessee for the surrender of land/premises, as mentioned above shall be calculated from the date of execution of the lease deed, for the purpose of calculation of refund of premium.

25. All costs and expenses incurred or which may be incurred for preparation, execution and registration of this lease shall be borne and paid by the lessee.
26. The lessee shall, after execution and registration of the lease deed, deposit a copy of lease deed, duly certified by the registering authority, with the lessor and may retain original copy with him.

27. The Lessee shall be entitled to avail finance/loan facility from any scheduled bank/financial institution in accordance with the provisions of the Rules and for the said purpose shall be entitled to assign the said land in favour of such Bank/Financial Institute, only to the extent his/its Lease Hold Rights in the said land, as referred to in the Rules. It is hereby made clear that such assignment of the Lease Hold Rights shall not mean or include, the assignment of the demised land and/or the assignment of any buildings/shed/structures which may be existing on the demised land, prior to the execution of the lease deed in favour of the Lessee, whether constructed by the Lessor or not and any finance arrangement/loan facility availed by the Lessee from any bank/financial institution, shall always be subject to this Lease Deed and all the terms and conditions contained herein as also subject to all the provisions of the Rules. In all circumstances, the charge of the Govt. of MP, Department of Industrial Policy & Investment promotion on land/shed shall be over and above any subsequent charges to be created.
28. Consequent to the infringement / breach of any of clauses of the lease deed or the Rules, by lessee, the allotting authority will serve a notice to the lessee for the compliance of concerned clause/s of lease deed/provisions of the Rules (i.e. rectification of breach) within 60 days and in case of non compliance of this notice, the lease deed shall be deemed to have been terminated.
29. The lessee, if aggrieved by any order passed by the Allotting Authority, may prefer an appeal to the designated authority with appropriate fee within a period of 90 days as per the provisions of the said Rules.
30. The allotting authority to which the powers of allotment have been delegated will also be competent to terminate the lease deed on behalf of the lessor.
31. This lease deed will be subject to the provision contained in the Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam, 2019 and Industrial Policy and Investment Promotion Department's order No. ----- dated ----- and as amended from time to time. For amendments subsequent to the execution of this lease deed the lessee shall be bound to amend the lease deed incorporation such amendment on his own cost.

32. The lessee shall comply with all Acts, Rules and Regulations of State Government./Central Government/Local Bodies/any other competent authority, in force from time to time for the operation of industrial activity/business from the demised premises.
33. The lessor shall not be liable to compensate any loss on account of any accident occurred or damage caused to any other persons/labour/workmen/third party etc. due to the operations being carried out by the lessee in the allotted premises.
34. The lessee, being a proprietorship entity intending to avail the option available in the said rules, hereby nominates Shri/Smt/Ku----- S/o / D/o..... resident ofas its sole successor of the said business. In the event of death of the lessee, such nominated person shall be accepted by the lessor, as lessee automatically for the remaining period of lease.
35. The partners in the lessee unit intending to avail the option available in the said rules, hereby nominate the following persons, their sole successors respectively, in the said partnership entity owing the said business :-

Name of the partner Nominee Father's name Resident of

In the event of death of a partner, respective nominated person shall be accepted by the lessor, as partner on his behalf in the lessee partnership entity for the remaining period of lease, automatically. However, if any of the original partners has ceased to be a partner in the lessee partnership entity at any point of time, such nomination exercised by him shall become null and void automatically.

36. The Lessee shall not restrict the entry of the Lessor or any person authorized by the Lessor, in the demised premises and shall provide all information sought, in writing by the Lessor or its authorized person.
37. That the 'Lessee' shall indemnify and hold harmless, the 'Lessor' against any claims damages or any legal actions whatsoever, initiated against the 'Lessor' and arising out of and by virtue of any act, misdeed, offence, unlawful or illegal activity on the part of the 'Lessee' or non payment of any dues, duties, taxes or cess etc. payable by the 'Lessee', or any other cause attributable to the Lessee.

38. That any notice to be served upon the 'Lessee', under and by virtue of the provisions of the agreement, shall be deemed to have been properly served, if addressed to the 'Lessee' and if delivered at its address herein above mentioned, unless the 'Lessee' has given proper notice to the Lessor, regarding the change of such address.
39. That notwithstanding any other agreement, deed or exchange of letters or discussions, hitherto exchanged between the parties, in the matter of the lease of the aforesaid Land/Premises, the terms of this lease agreement & the provisions of the said Rules alone, shall prevail and bind the parties. No term of this lease agreement shall be modified or altered, except by a document in writing, executed by both the parties. All the documents and annexures, annexed with this deed, shall always remain a part and parcel of this deed and shall be read as a whole.
40. The Lessee hereby expressly and specifically agrees and consents that only the competent Courts of Law, within the territorial jurisdiction of which, the demised land/premises/building is situated shall have the exclusive jurisdiction to hear, decide and adjudicate upon any dispute, matter or issue, with respect to this Deed or any of the terms or conditions contained herein or with respect to the applicability, interpretation, performance or non performance of any the provisions of this Deed or the Rules, arising between the Parties to this Deed and it is further expressly agreed that the jurisdiction of all other Courts shall be specifically barred. In case any Appeal/Revision/Writ Petition needs to be preferred, then the Hon'ble High Court of M.P. at Jabalpur or its concentered Benches at Indore & Gwalior, within the jurisdiction of which the dmised land/premises/building is situated, shall only have the jurisdiction to hear, decide and adjudicate upon the same.

SCHEDULE

Name of Village :
Name of Tehsil :
Name of District :
Name of Industrial Area/Estate : District(M.P.)

Plot No-
Total area: **Sq. Mtrs**

Bounded By :-

On The East :
On The West :
On The North :
On The South :

WITNESS WHERE OF, the parties hereto have put their ink, seal and signatures on these presents on this..... Day of **Year**....., at, out of their own free will and consent and without any fear, coercion and pressure.

Witnesses :

1
.....
.....
Signed For & On Behalf Of
The 'Lessor' Through Its
(Authorized Signatory)

2.
.....
.....
Signed For & On Behalf Of
The 'Lessee' Through Its
(Authorized Signatory)