



GOA INDUSTRIAL DEVELOPMENT CORPORATION

Shree Saraswati Mandir Bldg.,
2nd Floor, 18th June Road,
PANAJI-GOA 403 001

TRIPARTITE DEED OF LEASE

NOTE: FORMAT OF TRIPARTITE DEED OF LEASE TO BE USED
IN CASES INVOLVING FOLLOWING SITUATIONS :

- (A) When plot allotted to original party is transferred to the transferee with constructions thereon made by the original party.
 - (B) When the new transferee party is permitted to make extension to the above referred constructions.
- Both the above situations pertains to open plot.

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THIS TRIPARTITE DEED OF LEASE is made on this _____ day of the month _____, year, Two Thousand _____

BETWEEN

(1) THE GOA INDUSTRIAL DEVELOPMENT CORPORATION, a body corporate established under the "Goa, Daman and Diu Industrial Development Act, 1965" with its registered office at at Panaji-Goa, hereinafter called "THE CORPORATION" (Which expression shall unless the context does not so admit, include its successors and assigns) of the FIRST PART;

AND

(2) _____

hereinafter called "THE LESSEE" (which expression shall unless it be repugnant to the context or meaning thereof, include its heirs, executors, administrators, successors, and permitted assigns) of the SECOND PART;

AND

(3) _____

hereinafter called "THE CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof, include its heirs, executors, administrators, successors and permitted assigns) of the THIRD PART.

WHEREAS :-

(A) The Corporation is the owner of or otherwise well and sufficiently entitled to the landed premises bearing plot No. _____ (hereinafter referred to as " THE SAID PLOT" admeasuring _____ square metres and forming a part of the larger property surveyed under No. _____ and situated in Village Panchayat / Municipal limits of _____

 and acquired under Notification No. _____ dated _____ under Section 6 of the Land Acquisition Act, 1894 purchased with the

Government approval vide letter No. _____

 dated _____ in Estate now known
 as _____
 INDUSTRIAL ESTATE (which hereinafter referred
 to as "THE SAID INDUSTRIAL ESTATE".)

AND WHEREAS :-

- (A) The Corporation vide Allotment Order bearing
 No. _____ dated
 _____ allotted to the Confirming
 Party on lease basis the said plot for its _____

 manufacturing unit, upon the Confirming Party
 agreeing to pay the premium amount of
 Rs. _____ (Rupees _____
 _____ only), payable in
 _____ annual instalments and upon the
 Confirming Party agreeing to pay regularly the
 annual lease rent of Rs. _____ (Rupees
 _____ only)
- (B) The possession of said plot was given to the
 Confirming Party and the Confirming Party
 has constructed a shed ad-measuring
 _____ square metres on the said plot.

- (C) In pursuance of the above referred allotment order, the Corporation and the Confirming Party herein executed a Deed of Lease dated _____ and registered under No. _____/ submitted for registration at Serial No. _____, at the office of the Sub-Registrar of _____.
- (D) The Confirming Party has paid to the Corporation an amount of Rs. _____ (Rupees _____ only), which constitutes the entire premium amount payable / part of the premium amount payable as on the date of execution of these presents.
- (E) The Confirming Party vide its application dated _____ has sought the permission of the Corporation to transfer the constructed shed on the said plot to the Lessee herein, and requested the Corporation to allot the said plot to Lessee.
- (F) The Lessee vide its application dated _____ has requested the Corporation to allot the said plot to it on lease basis.
- (G) The Corporation vide Transfer Allotment Order bearing No. _____ dated _____ has accorded its permission to transfer the said

plot to the Lessee by way of allotment, subject to the Lessee herein agreeing to pay all the dues and discharge all the liabilities as on the date of execution of these presents, on account of the original allotment of the said plot to the Confirming Party.

- (H) The Lessee has paid to the Corporation transfer fees amounting to Rs. _____ (Rupees _____ only) vide Receipt No. _____ dated _____, as required by the said transfer allotment order.

NOW THIS DEED WITNESSETH AS UNDER :-

- (1) In pursuance of the above referred transfer allotment order, and in consideration of the sum of Rs. _____ (Rupees _____ only), which constitutes the balance of the premium amount paid by the Lessee to the Corporation in _____ annual instalments of Rs. _____ (Rupees _____ only) each / and in further consideration of the Lessee agreeing to pay _____ annual lease rent of Rs. _____ (Rupees _____ only) and of the covenants to be performed by the Lessee, the Corporation does hereby demise to the Lessee for the Purpose of using the constructed shed on the said plot for setting up of an industry, ALL the land

described in the schedule hereto, and hereinbefore referred to as " THE SAID PLOT", together with all easements and appurtenances whatsoever belonging or in any way appurtenant thereto and the free right to passage at all times and for all purposes to and from the demised premises over the land adjoining the demised premises to the public road and vice versa, AND TO HOLD the demised premises unto the Lessee with effect from _____, i.e. the date of the transfer allotment order for a term of 30 years in the first instance. AND ON the expiry of the period of said 30 years the Lessee be desirous to get the said term of lease of 30 years extended to another 30 years and of such desire shall give notice in writing to the Corporation, the Corporation shall decide to extend the term of lease for further period of not exceeding 30 years, provided that the Industrial Unit of the Lessee is set up completely in all respect on the said plot and the said Industrial Unit functions and operates successfully to the satisfaction of the Corporation and that all dues and arrears have been duly paid.

In no event the total period of lease including the renewed period shall exceed 90 (ninety) years in the whole from the date of transfer allotment order, i.e. _____.

- (2) The lessee with the intent to bind all persons into whosoever hands the demised premises, i.e. the said

Plot, may come both hereby covenant with the corporation as under :-

- (a) That the Lessee shall during the continuance of this lease pay to the Corporation the yearly rent hereby reserved and the amount of the instalment of premium due alongwith interest thereon at the rate of 16% per annum on or before _____ day of the month of _____ of the year, till its full payment.

In case of failure to pay the yearly instalment of premium due, yearly rent and interest due, penal interest at the rate of 18% per annum will be charged for the delayed period.

- (b) That the Lessee will during the said term pay all rates, taxes and charges of every description now payable or hereafter to become payable in respect of the demised premises or the building thereupon by the Corporation or the Lessee in respect thereof.
- (c) That the Lessee will not make any excavation upon any part of the demised premises nor remove any stone, sand, gravel, clay or earth therefrom.
- (d) If the Lessee has at its own expenses if constructed an access road leading from the main

road to the demised premises will at all times hereafter maintain the same in good order and condition to the reasonable satisfaction of the Corporation.

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- (e) That the Lessee will observe and conform to all rules, regulations and bye-laws of the local authority concerned and any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the reasonable satisfaction of the Corporation and shall not without the written consent in writing of the Lessor permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given will comply strictly with the terms thereof.

- (f) That through the said term of lease the Lessee as its own expenses and cost will substantially repair, pave, clean and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing), the said buildings and the drains, compound wall, and fences thereunto belongings and all fixtures and additions thereto the reasonable satisfaction of the Corporation.
- (g) That the Lessee will permit the Corporation, its agents and servants from time to time and at all reasonable times during the term hereby granted after a week's previous notice in writing, to enter into and / or upon the demised premises and to inspect the state and consitions thereof and if upon such inspection it appears that any repairs are necessary, the Corporation may by notice to the Lessee call upon it to execute them within a reasonable time, the Corporation shall be entitled to do the same and recover the cost therefore from the Lessee.
- (h) That the Lessee shall not do or permit anything to be done on the demised premises which may be a nuisance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

- (i) That the Lessee will use the demised premises only for the purpose of a factory other than a factory for any of the obnoxious industries set out in schedule III hereto. The Corporation shall have a right to include or add any other industries to this list depending on the exigencies of the situation.

- (j) That during the continuance of the present lease, the Lessee will keep the buildings that may be erected on the said land insured in the joint names of Corporation and the Lessee against any damage by fire in their full market value and will produce the policy and receipts of payment to the Corporation on demand, and in the event of any buildings or part thereof being destroyed by fire, all the money received against the respective claim from the Insurance Corporation shall be spent in rebuilding and / or repairing the premises so destroyed by fire under the direction of the Corporation and to its reasonable satisfaction and whenever during the said term the erected buildings are or any part thereof is destroyed by fire, hurricane or otherwise the Lessee shall reinstate and repair the same to the reasonable satisfaction of the Corporation and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage has happened. The Lessee shall be at liberty to keep the buildings insured against any other risks (besides fire), as it deems fit.

- (k) That the Lessee at the expiration or sooner determination of the lease will quietly deliver upto the Corporation the demised premises and all erections and buildings then standing or being thereon PROVIDED ALWAYS that the LESSEE shall be at liberty, if it shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term, to remove and appropriate to itself all buildings, erections and structures and materials from the said land, but so nevertheless, that the Lessee shall deliver up as aforesaid to the Corporation the plot of land hereby demised levelled and put in good order to the resonable satisfaction of the Lessor.
- (l) No change in the proprietorship or partnership or a private limited or unlimited company or of a registered or unregistered partnership firm to whom the plot is handed over shall be recognised without the previous written consent of the Corporation. Such permission, if granted, will be subject to such conditions that may be imposed and charges that may be levied by the Corporation from time to time.

- (m) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term it shall deliver at the Lessee's expence within thirty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act or other amending statute notice of such delivery to be made to the Managing Director or to such Officer or person on behalf of the Corporation as the Corporation shall from time to time require.
- (n) That the Lessee will not make any alterations or additions at any time to the facade or elevations of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Corporation.
- (o) That the Lessee will not make extension or erect any buildings or structures on the demised land except in accordance with the building regulations set out in the Second Schedule hereto.
- (p) That the Lessee will not erect any additional buildings, erections or structures except a compound wall and steps and garages and necessary adjuncts thereto as hereinafter

provided on any portion of the said land outside the building line shown upon the plan annexed hereto.

- (q) That the Lessee shall if it intends to make any extension to the existing building on the demised premises, submit to the Corporation the specifications, section, plans, elevations and details of the extension proposed, in triplicate for scrutiny and approval by the Corporation.
- (r) That the Lessee will not commence the work of proposed extension, if any, until the said plans, elevations, are approved as aforesaid and thereafter it shall not make any alterations and additions unless the same shall have been previously in like manner approved.
- (s) That the Lessee shall complete the work of extension above referred within the time permitted for such completion in the extension approval order.
- (t) That the Lessee shall commence the industrial activity within six months from the date of Transfer Allotment order.
- (u) That if the Lessee fails to complete the factory building or start the industrial activities within the time aforesaid and in accordance with the

stipulations hereinbefore contained (time in this respect being the sence of the contract), the Corporation shall re-enter upon the demised premises in the manner laid down in clause 3 (d).

(3) **PROVIDED ALWAYS** and it is hereby agreed between the parties hereto as follows :-

- (a) If and whenever any part of the rent and / or instalment or premium hereby reserved shall be in arrears, the same may be recovered from the Lessee an arrears of land revenue, without prejudice to any other mode of recovery or action.
- (b) The Lessee shall not be entitled to sublet the demised premises or to assign its interest in this lease except with the previous permission in writing of the Corporation and subject to such conditions that may be imposed and charges that may be levied by the Corporation from time to time provided however, such sub-lessee or assignee enters into a covenant with the Lessee to bind himself to perform the terms and conditions of this lease.
- (c) In the event of death or dissolution of the Lessee, the person to whom the title shall be transferred as heir or successor or otherwise

shall cause notice to be given thereof to the Corporation within three months from the date of such occurrence.

- (d) Whenever the instalment of premium and / or rent hereby reserved shall be in arrears for the term of thirty days, whether the same shall have been legally demanded or not or whenever there shall be any breach of any of the covenants by the Lessee herein contained, the Corporation may be entered upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and the right to any renewal thereof shall absolutely cease and determine and the security deposit, if any, and the premium amount paid by the Lessee shall be forfeited. No compensation shall be payable to the Lessee on account of the buildings or improvements built or carried over on account of buildings or improvements built or made, PROVIDED ALWAYS that except for non-payment of rent and instalment of the premium due as aforesaid the power or re-entry and determination of lease hereinbefore contained shall not be exercised unless and until the Corporation shall have given to the Lessee, notice in writing of its intentions to do so, and of the specific breach or breaches of covenant in respect of which the re-entry is intended to

be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after receipt of such notice.

- (e) Any time or concession or indulgence granted or shown on the part of the Corporation shall not prejudice or affect the Corporation's right under this deed.
- (f) If after filing any proceedings for eviction, the Corporation accepts any arrears of rent or instalment of premium, the same shall not be construed as waiver or acquiescence.
- (g) If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee herein contained and shall at the end of the said term hereby granted be desirous or receiving a new lease of the demised premises and of such desire shall give notice in writing to the Corporation, the Corporation will at the cost and expenses in every respect of the Lessee grant to the Lessee a new lease of the demised premises, by way of renewal for a further term of not exceeding 30 years on payment of premium as may be determined by the Corporation with covenants provisos and stipulations contained in these presents, except that the building and other regulations

referred to in such lease shall be such as the Corporation may direct and such new lease shall contain in lieu of this clause a covenant that at the end of the said renewal as may be determined by the Corporation, then the Corporation shall at the like cost and expenses grant to the Lessee further renewals and that every such renewal shall be for such term and subject to such covenants, provisos and stipulations as the Corporation may determine.

- (4) The Confirming Party does hereby covenant with the Corporation as under
- (a) The Confirming Party does hereby relinquish and surrenders all its leasehold and other rights in the said plot as had accrued to it by virtue of Allotment Order dated _____/ Deed of Lease dated _____, and will claim no right as regards construction standing thereon or improvements made thereon.
- (b) The Confirming Party hereby declares that it shall not hold the Corporation liable for any dues or set up any claims in respect of any dues that might be payable by the Lessee to the Confirming Party.

- (c) The Confirming Party hereby undertakes to indemnify the Corporation for any acts of omission or commission that may have been done by the Confirming Party on account of which the Corporation might have to face any claims from the Lessee or any third party.
 - (d) The Confirming Party has surrendered the possession of the said plot and construction of building thereon to the Corporation and the Corporation has in turn handed over the possession of the said plot and said constructed building to the Lessee herein as from the date of transfer allotment order.
- (5) The Corporation does hereby covenant with the Confirming Party, that it does hereby release and discharge the Confirming Party from all the claims, demands and liabilities on account of future rent, instalments of premium arising out of the original allotment order in favour of Confirming Party.
- (6) The Schedules annexed to this Deed shall form part and parcel thereof and the Corporation shall have the power to unilaterally amend the entries in the said schedules taking into account the exigencies of the situation.
- (7) All costs expenses incidental to the preparation, execution and registration of this Deed and copies thereof shall be payable by the Lessee.

SCHEDULE - I

All the said landed property being Plot No. _____ ad-measuring _____ square metres in the property known as _____ Industrial Estate bearing cadastral / Lote / Survey No. _____ registered in the Land Registration Office of _____ under No. _____ at Folio _____ of Book _____ and registered in the Taluka Revenue Office of _____ under No. _____ of the respective Matriz Predial within the Municipal / Village Panchayat limits of _____ Taluka _____ Sub-District _____ and Goa District, and bounded as follows :-

On or towards the East by :-

On or towards the West by :-

On or towards the North by :-

On or towards the South by :-

**THE SECOND SCHEDULE HEREINBEFORE
REFERRED TO :-**

BUILDING REGULATIONS

- (1) The total built up area shall not be more than a half of the total area of the plot. The FAR however is 1:1. The area of the ventilation of the building should be minimum 20% of the floor area. Front set back will be 5.00 meters. side and rear set back will have to be as per the building regulations.
- (2) The plot holders shall not use the land for any purpose except for factory premises.
- (3) All building's shall be constructed in accordance with the Buildings Regulations and GOA-IDC and Municipality / Panchayat bye-laws / P. D. A. buy-laws and regulations in force from time to time as well as any other laws, rules and regulations in force regulating to the construction as desired by the officers authorised by the Corporation.
- (4) No construction work shall be commenced unless the plans, elevation and section have been approved by the Officer authorised by the Corporation and no additions or alteration to buildings, the plans of which have been so approved shall at any time be made except with the similar previous approval of the said Officer.

- (5) All survey boundary marks demarcating the boundaries of plot shall be properly preserved and kept in good conditions by the Lessee during the period of construction of building where more than one Lessee is concerned with the same boundary. The Officer authorised by the Corporation shall earmark the boundaries suitably.
- (6) No temporary semi-permanent structure shall be built on the plot, except during the period of construction from which a separate approval will have to be taken from Corporation.
- (7) The Final working drawing to be submitted for the required approval of the Corporation shall include :-
 - (i) Block plan drawn showing the layout with the proposed building shown coloured therein the scale 1:500.
 - (ii) Plan elevations and sections drawn to a scale required by the Corporations in the scale 1:100.
 - (iii) Any other details or particulars required by the Corporation.
- (8) Front set back is 5:00 metres, side set back is minimum 3.00 metres for the height upto 4.90 metres. The set back increased according to the height of the building. Normally 1st and 2nd floor is permitted only for offices and rest rooms, etc., Rear

set back is minimum 3.00 metres or half of height of the building whichever is more. The roofing should be of sloping type. The height of walls above plinth level should be minimum 4.25 metres for AC sheet roofing and 3.75 metres for RRC slabs. The site plan should be of the scale of 1:500 and buildings plan of the scale of 1:100. The same should be signed by Architect/Engineer empowered.

The above mentioned drawings and specifications shall be submitted in triplicate within three months from the date of issue of allotment order or plot.

- (9) The plans should be approved from the local body like Municipality, Panchayat or P. D. A. and necessary licences for constructing the factory premises should be obtained from the local body.

IN WITNESS WHEREOF THE GOA INDUSTRIAL DEVELOPMENT CORPORATION has caused the Chief General Manager, Goa Industrial Development Corporation to sign and affix its official seal hereto in its behalf and duly empowered by the Resolution No. 1080 of the Corporation and the Lessee and the Confirming Party hereunto signed the original and the triplicates the day and the year first above written.

Stamp Duty of Rs. _____ for the Original and Rs. _____ for the copies.

The Stamp Duty on the said deed is exempted to the extent of 50 (fifty) per cent vice Government Notification Finance Department No. FIN (REV)/2-42/8/2358/71(i) dated 23rd September, 1971. Registration number as SSI Unit as _____

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED

SHRI

CHIEF GENERAL MANAGER,
GOA INDUSTRIAL
DEVELOPMENT CORPORATION

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED : "LESSEE"

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED :

"CONFIRMING PARTY" -

IN THE PRESENCE OF :-

(1) _____

(2) _____