



Bihar Industrial Area Development Authority

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Office Order

With respect to modification of clause 6(c) to be incorporated in the standard lease deed format of BIADA in place of the existing clause 6(c) in the case of units establishing malls, multiplexes for further addition of projects like Industrial Park, IT Park, Food Park, Jute Park, Handloom Park and Textile Park for grant of sublease on the land allotted by BIADA, the following draft has been approved to be incorporated in place of the existing clause 6(c) by the 40th BIADA Board of Directors vide its meeting dated 01.02.2012 :-

Clause 6 (c):-

- (i) That due to particular and essential requirement of a lessee dealing with Project of "Family Entertainment Centre" consisting of Mall, Departmental Stores, Food Courts and multiplexes, "Industrial Park", "IT Park", "Food Park", "Jute Park", "Handloom & Textile Park" and other such industrial Parks for grant of sublease proposed on the leased land, the lessee will have power to assign, sublease, underlet or sublet either in whole or in part the constructed portion of the said unit to a third party for a limited period with prior intimation of the lessor before such assignment, subleasing, under letting or subletting. The lessee shall also deposit a subleasing fee of 10% of the total value of the subleased area as per prevailing circle rate. A sub-lessee in terms mentioned herein above may create further sub-lease for a maximum period for which the sub lessee has acquired leasehold rights from the lessor. Further sublease will be allowed subject to deposition of sub lease fee of 5% of circle rate for the area under sublease.
- (ii) Sub lease shall be permitted with prior intimation to BIADA for a purpose for which the land was initially allotted. However, if the sublease is for a purpose other than what was allowed in the lease, the lessee will have to seek prior permission of BIADA. The

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principal lessee shall deposit a copy of sub lease in every case within 15 days of signing of sub lease.

- (iii) That the lessee (principal lessee) shall be under an obligation to protect and preserve the interest of the lessor (BIADA) in concluding any Sub Lease Agreement or in any Further Sub Lease Agreement and any harm / injury to the interest of the lessor in any form or in any manner shall entitle the lessor to take action against the lessee and / or the sub lessee and the lessor would be entitled to recover the damages from the lessee and / or the sub-lessee either jointly or severally after giving a 30 days' notice to show cause and opportunity to represent their case.
- (iv) Provided further that the lessee would be liable to the lessor for any of the actions/violations by the sub lessee, assigned or the tenant of the terms and conditions of the lease deed, allotment order or any law in force at the relevant time and under such conditions, the lessor would be entitled to take appropriate action under Clause 7 of the lease deed against the lessee including cancellation of the allotment and lease deed if the violation is normally not corrected within a period of 30 days from the issuance of notice in this regard.
- (v) The terms of sub lease shall not confer any rights beyond the terms of the principal lease deed and any such rights if conferred shall be considered null and void.

It is ordered that for the purpose of calculation of one time sublease fee to be paid by the principle lessee, the area leased out will be based on proportion of the land used in the allotted plot for subleasing. The principle Lessee will submit the plan to BIADA as to how much area is going to be subleased.

Sd/-

Executive Director

Memo No. 835/D /I-271/Estt./BIADA/2011 Dated: 07/02/2012

Copy forwarded to:- Secretary, BIADA/ Executive Director, R.O, Patna/ Muzaffarpur/ Darbhanga/ Bhagalpur/ Consultant Technical/ Consultant IT/ SA to MD, BIADA for kind information and necessary action.


Executive Director