

TRIPARTITE LICENSE AGREEMENT

This tripartite agreement is entered into at Yamunanagar onbetween Municipal Corporation, Yamunanagar-Jaagadhri (LICENSOR) having its office at Railway Road, Near Bhagat Singh Chowk, Yamunanagar, (Haryana)-135001 India through Joint Commissioner - IV on behalf of Commissioner, Municipal Corporation, Yamunanagar-Jagadhri hereinafter referred to as the **First Party** (which expression shall unless repugnant to the context mean and include its successors and assignees of the First Party).

AND

Shri /Smt. _____) of the firm M/s.registered with MCYNR-JGD as Outdoor Media Agency hereinafter referred to as the **'Second Party'** (which expression shall unless repugnant to the context or meaning there of include the successors and assignees of the **Second Party**).

AND

Shri/Smt./ M/s....., the owner of the property, situated at / residing athereinafter referred to as the **'Third party'** (which expression shall unless repugnant to the context or meaning there of include the successors and assignees of the **Third Party**).

Whereas the **Second Party** has made an application for display of Outdoor Media Device Under Section 121 of Haryana Municipal Corporation Act, 1994 and provisions of the Haryana Municipal Corporation Advertisement Byelaws, 2016 applied vide Application ID ----- to **First Party** on the premises of Third Party M/s for period of..... years from to

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. That the **Second Party** or/ and **Third Party** hereby expressly agree and undertake to abide by the Haryana Municipal Corporation Act, 1994 and the provisions of Haryana Municipal Corporation Advertisement Byelaws, 2016, as amended time to time.

2. That the **Second Party** or/ and **Third Party** hereby expressly agree to termination of contract at three months notice. In the event of default of terms and conditions of contract agreement, agreement shall be terminable forthwith
3. That the **Second Party** or/ and **Third Party** hereby undertake that the erection of the hoarding and display of advertisement shall not adversely affect or cause any obstruction to the air, light and ventilation of the building belonging to the Owners or to the neighboring building and / or premises.
4. The **Second Party** or/ and **Third Party** hereby further agree and undertake that they shall, at all times, hereafter, save and keep harmless and indemnify the Municipal Corporation Yamunanagar-Jagadhri and the Commissioner or either of them from all action, acts, suits cost claims, damages, demands of any nature made against any kind whatsoever which may be instituted and claimed.
5. The **Second Party** or/ and **Third Party** hereby further agree and undertake that they shall be jointly and severally liable for any claim, litigation and liabilities made against them by the **First Party**.
6. That the **Second Party** hereby agrees to timely deposition of annual license fees in advance for the next year. It shall be ensured that advance fees is deposited 30 days prior to the lapse of annual license fees paid, failing which the permission is liable to be cancelled. In case of non-deposition of fees, agreement shall be terminable forthwith and bank guarantee submitted by the Second party will be forfeited and pending dues, if any, will be adjusted
7. That the **Second Party** or/ and **Third Party** shall ensure proper maintenance of OMDs as defined in byelaw 17 of the Haryana Municipal Corporation Advertisement Byelaws, 2016, as amended from time to time. In case of non-compliance, agreement shall be terminable forthwith and penalty as prescribed in the Bye-laws will be imposed upon the firm.
8. That all the three parties hereby agree that this tripartite agreement shall be deemed terminated on premature termination or expiry of the agreement signed between Second Party and Third party.
9. That the third party hereby undertakes the liability that may arise on the property of third party in case second party is in default of payment & any dues to the first party under the Haryana Municipal Corporation Advertisement Bye-laws, 2018 as

amended time to time in respect of any advertisement displayed on the property of third party and agree to the right of first party to recover the amount in default under the provisions of Section 130 of the Haryana Municipal Advertisement By-laws, 1994 by way of attachment or sale of such property.

10. That the **First Party, Second Party and Third Party** represent and warrant that they are authorized to sign this agreement.

IN THE WITNESS whereof the Parties have placed their respective hands and seals hereto on the day, month and year first herein above mentioned

SIGNED, STAMPED AND DELIVERED ON.....BY:

Representative of First Party

Representative of Second Party

Representative of Third Party

Name:

Name:

Name:

Designation:

Designation:

Designation:

IN PRESENCE OF WITNESSES

Sign:

Sign:

Sign:

Name:

Name:

Name:

Designation

Designation

Designation