



00BB 601870

LEASE AGREEMENT FOR RO AT DHANI JATAN

THIS INDENTURE made this <sup>6<sup>th</sup></sup> day of <sup>14<sup>th</sup></sup> February Two thousand four BETWEEN SHRI AAD RAM S/O SHRI MANPHOOL RAM R/O VILLAGE NAI ANAJ MANDI, ELLANABAD, DISTRICT SIRSA, HARYANA Hereinafter called as the LESSOR (which expression shall unless excluded by or repugnant to the context means and include his/her or their respective heirs executors, administrators, representatives and assigns) of ONE PART AND

**BHARAT PETROLEUM CORPORATION LIMITED** a Company incorporated under the Indian Companies Act 1913 and having its Registered Office at Bharat Bhawan, 4 & 6 Currimbhoy Road, Ballard Estate in the town of Mumbai and business office at A-5&6 Sector 1, Noida 201301, U.P. hereinafter called as the LESSEE (which expression shall unless excluded by or repugnant to the context be deemed to include the Company and its successors-in-interest and assigns) of the OTHER PART.

AND WHEREAS the lessor has now agreed to give a piece or parcel of land on lease on the terms and conditions contained herein.

*[Handwritten signatures and scribbles]*

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Handwritten calculations at the top:  $\frac{5}{3} + \frac{10}{3} + \frac{10}{3} + \frac{10}{3} + \frac{10}{3} + \frac{10}{3} + \frac{10}{3} = 19375$

1200 9/2/2004  
Kharat Petroleum Corporation Limited

Village/City Name डाणी जाटान  
The Mahwani Kumar & Patta 61922

Transaction Value 33000 उप. कीमत 19375.00 Registration Fee 500.00

प्रलेख नः 35 दिनांक 06/04/2004 9/2/2004

यह प्रलेख आज दिनांक 06/04/2004 दिन मंगलवार  
श्री/श्रीमती/कुमारी आद राम पुत्र/पुत्री/पत्नी श्री/श्रीमती मनकूल राम  
वासी ऐलनाबाद द्वारा पंजीकरण प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता प्रयुक्त/उप पंजीयन अधिकारी  
ऐलनाबाद

प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया तथा प्रलेख में वर्णित  
राशि रु 33,000 के लेन-देन को भी स्वीकार किया। यह मेरे सम्पत्ति  
श्री/श्रीमती/कुमारी राजवीर सिंह मिन जानिल पुत्र/पुत्री/पत्नी श्री/श्रीमती माया राम  
वासी हिमार द्वारा पेश की गई  
दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी दलीप सिंह एम मो पुत्री/पत्नी श्री/श्रीमती  
वासी ऐलनाबाद व श्री/श्रीमती/कुमारी मदन लाल पुत्र/पुत्री/पत्नी  
श्री/श्रीमती सखदेव चन्द वासी ऐलनाबाद ने की।  
साक्षी नः 1 को हम नम्बरदार/सरपंच/पंच/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 06/04/2004

Handwritten signature: Rajvi Singh

मयुक्त/उप पंजीयन अधिकारी  
ऐलनाबाद  
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PERIODRENTAL

30 YEARS W.E.F. 01-02-2004

RS. 2,750/- PER MONTH

(WITH ENHANCEMENT BY 25%  
AFTER EVERY FIVE YEARS)

NOW THIS INDENTURE WITNESSETH that in consideration of the rent herein reserve and of the covenants and conditions herein contained and on the part of the Lessee to be paid, observed and performed the Lessor/Lessors doth/do hereby demised unto the Lessee ALL THAT piece or parcel of land situated in plot of land area admeasuring 4300 SQ. MTR. comprising of Khewat / Khatoni No. 57/83, Rect. No. 96, Killa No. 6/2/2 (0-10), 7 (8-0) situated in village Dhani Jatan, Tehsil Ellenabad, District Sirsa, Haryana containing by or thereabout, more fully described in the schedule hereunder and shown on the plan annexed hereto within red border (hereinafter called 'the said land') together with all rights, easements and appurtenances whatsoever belonging or appertaining to the said land.

AND TOGETHER ALSO with full and free liberty to the lessee to use the demised premises as a storage depot or a service station for the purpose of selling or otherwise dealing in or of receiving storing treating or handling for distribution of petroleum or any of its products and kindred motor accessories or any other trade or business and other lawful purpose.

AND TOGETHER ALSO with full and free liberty to the Lessee to remove without being liable to pay any compensation or damages to the Lessor and also



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without being liable to restore the same on the determination of this Lease for whatever reason the existing structures of the Lessor, if necessary, and maintain upon the demised premises a storage depot and/or Service Station or any other structures necessary for any lawful purpose

AND TOGETHER ALSO with full and free liberty to the Lessee to erect and maintain in the demised premises all manner of equipment, plant, buildings, machinery, tanks, Godown, pumps, filling sheds and other structures, fixtures, appliances and facilities.

AND TOGETHER ALSO with the right to construct, lay and maintain over, along and under the demised premises one or more pipe or pipes or pipelines of such length and diameter as may from time to time be required by the Lessee as also from Railway Siding to the premises hereby demised.

AND TOGETHER ALSO with full and free access thereto and every part thereof to the Lessee, its servants, agents, customers and others either on foot or with cars, animals, lorries, carts or carriages at all times during the term granted.

AND TOGETHER ALSO WITH full and free liberty for the lessee to exhibit on the demised land such advertisements as the Lessee may from time to time wish to display.

AND TOGETHER ALSO WITH full and free liberty for the Lessee to construct a road or roads both on the demised premises erect a compound wall, fencing or railing, lay out a garden and provide such other conveniences as the Lessee may at its discretion wish to provide



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AND TOGETHER ALSO WITH full and free liberty to the Lessee at all times to re-erect reorganise all or any of the facilities aforementioned.

TO HOLD the said premises for the term of 30 (Thirty) years commencing from 1<sup>st</sup> day of February 2004 YEILDING AND PAYING therefor throughout the said term the following monthly rent on or before the 15<sup>th</sup> day of each and every month immediately preceding clear of all deductions.

<u>PERIOD</u>	<u>RENT</u>
01-02-2004 to 31-01-2009	2,750/- p.m.
01-02-2009 to 31-01-2014	3,437/- p.m.
01-02-2014 to 31-01-2019	4297/- p.m.
01-02-2019 to 31-01-2024	5,371/- p.m.
01-02-2024 to 31-01-2029	6,714/- p.m.
01-02-2029 to 31-01-2034	8,392/- p.m.

...5/-

*[Handwritten signature]*  
*[Handwritten signature]*



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I AND THE LESSEE DOTH HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS,

1. To pay unto the Lessor the rent hereby reserved on the day and in the manner aforesaid, unless otherwise agreed upon in writing such payment will be made by Account Payee Cheque drawn in favour of the Lessor.
2. To pay and discharge at all times during the said term the municipal taxes in respect of the said structures erected thereon.
3. To use the said land for all lawful purposes including storage & sale of petroleum products, Motor Accessories etc. either by itself or by duly appointed agents and dealers and for all such purposes the Lessee shall have full liberty to make at its cost excavations therein for tanks and construct and erect thereon any buildings or structures, pumping plant and accessories as may be requisite for any lawful purpose of the Lessee.
4. To deliver up vacant possession of the said land to the Lessor upon the expiration or sooner determination of the said term and to remove will all reasonable despatches therefrom all buildings structures and plant and all its other property therein and thereon at its own cost and restore the said land in its original condition save and except normal wear and tear.
5. To exercise due precaution in using the said premises against explosion fire or other accident and to comply with all regulations under the Petroleum Act 1937.



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## II. AND THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

1. THAT the Lessor has full power and absolute right to grant this lease for the period herein before mentioned.
2. THAT the lessee duly paying the rent hereby reserved and the said municipal rates and taxes and performing and observing all the terms covenants conditions and stipulations herein contained and on its part to be performed and observed shall peaceably possess, hold and enjoy the said land during the said term without any interruption, eviction, hindrance or claim by or of the Lessor or any person rightfully claiming through or under her/him/them or any Government, Railway or Local Authorities.
3. THAT the Lessee will be at liberty to remove all tanks, plant, buildings, structures, pumps, erections, fixture installations, pipes and pipelines, boundary wall, fencing installed, erected or constructed and brought in by its notwithstanding that they comprise fixtures embedded in or attached to the earth and the Lessor shall have no claim thereto in any manner whatsoever. The entirety of such tanks, buildings or structures, plant, pipelines, boundary wall as aforesaid will remain the property of the lessee.

*Handwritten signature*



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4. THAT the Lessor shall at all times keep the Lessee indemnified from all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever to which the Lessee may become subject to or suable on account of any claim put forwarded by any party in respect of the demised premises excepting as regards the provisions laid down under the Land Acquisition Act or any other Act for the time being in force or as regards the illegal user by the Lessee of the demised premises, the Lessor agreeing to defend and maintain any suits that may be filed for ejecting the Lessee on ground of any defect in the title of the lessor and in case the Lessee is compelled to vacate the demised land to make good to the Lessee any loss or losses occasioned thereby and without prejudice to the foregoing in particular will hold the Lessee harmless and indemnified against all losses costs charges and expenses occasioned to the Lessee by any claim made by any person against the Lessor and involving the Lessee in legal costs or involving the discontinuance of the use of the demised premises, such loss to include the cost of dismantling, removal, transport, re-erection of the buildings and the contents thereof elsewhere and increase in rent if any required to be paid for the alternative site.
5. THE Lessor shall not at any time do or permit or suffer to be done upon any land adjoining the demised premises now or hereafter belonging to in the occupation or under the control of the Lessor any act or thing, nor to bring or permit or suffer to be brought upon such land anything which may preclude the Lessee from obtaining a license or a renewal of a license under the rules prescribed by the Petroleum Act or any other Act for the time bring in force enabling the Lessee to use the demised premises for the purpose of selling or otherwise dealing in or of receiving, storing, treating or handling for distribution of petroleum or any of its products.

*[Handwritten signature]*  
*[Handwritten signature]* ..... 8/-



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6. THAT the Lessee shall have full liberty to sublet or license the demised premises for any lawful purpose without restriction and without any further reference to the lessor and this clause shall at all times be deemed to be written consent of the Lessor for the purpose.
7. THAT if the Lessee shall be desirous of renewing this lease on the expiration of its term and shall have given notice to the Lessor in writing prior to the expiration of the term hereby granted and shall have paid the rent and taxes and duly observed and performed all the terms, covenants, conditions and stipulations herein the Lessor shall grant to them a renewed lease of the demised land for a further period of ( NIL ) years commencing from the date of expiry hereof on the same terms and conditions in all respects as are reserved and contained herein including this covenants for renewal.
8. THAT the Lessor shall regularly pay rent to the superior landlord which may be payable for the said land and also pay and discharge all existing and future rates, taxes, charges, assessments, including Non-agricultural Assessment and outgoings whatsoever imposed or charged upon the demised premises or owner thereof and payable to government or any local or public body or authority (save and except Municipality) for the land and keep the Lessee indemnified in respect thereof.

*[Handwritten signature]*  
*[Handwritten signature]*



III. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED AND THESE PRESENTS ARE UPON THE CONDITIONS:

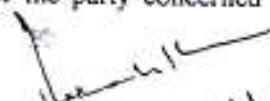
1. THAT if the rent hereby reserved or any part thereof shall be in arrears for a period of consecutive six calendar months and the Lessee fails to pay the same within a fortnight from the date of service of notice by the Lessor demanding payment or in case of any breach of any of the covenants or conditions herein contained and on the part of the Lessee to be observed and performed or if the Lessee is wound up except for the purpose of amalgamation or reconstruction then and in each of such cases it shall be lawful for the Lessor or any person or persons duly authorised by it in that behalf at any time thereafter to re-enter possess and enjoy the demised land or any part thereof and immediately thereupon the demise shall at the Lessor's option absolutely determine and the Lessor shall henceforth peaceably hold land enjoy the same as if these presents had not been made by without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the covenants by the Lessee herein contained.
2. THAT if the Lessee shall desire to determine the present demised at any time during the period of the demise and shall have given to the Lessor notice in writing of its such desire and shall upto the time of such determination pay the rent and perform and observe the covenants on its part herein before contained then immediately on the expiration of such notice, the present demise and everything herein contained shall cease and determine but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant. Any notice to be given hereunder shall be deemed to have been duly given if sent by registered post to the last known address of the party concerned to receive the same.

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*[Handwritten signature]* ...10/-



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3. THAT in the event of the said land or any part thereof being acquired or requisitioned by the Government or any local authority or public body under any law for the time being in force the term hereby granted shall absolutely cease and determine with effect from, the date of such acquisition or requisition unless the Lessee exercise its option to ~~continue the lease for the remaining un-acquired land in~~ which case the rent shall be reduced proportionately. The Lessor shall be entitled to the whole of the compensation and statutory allowances payable in respect of the said land or part thereof as the case may be and the lessee will be entitled for such compensation as may be awarded for buildings or structures fixtures and fittings constructed fastened or erected by the Lessee and which the Lessee will be entitled to remove as provided herein and also for loss of business.
4. THAT the Lessee shall have the first option of purchasing the demised premises if and when the Lessor decides to sell them provided the Lessor make out a marketable title free from encumbrances and doubts.
5. THESE presents shall be done in duplicate and the Lessee shall keep the original lease and the Lessor shall have the duplicate hereof for this records.
6. THAT the stamp duty and registration charges on these presents hereof shall be borne by the Company but each party shall bear his own solicitor's cost, if any.
7. ANY NOTICE to be given hereunder shall be deemed to have been duly given if sent by registered post to the last known address of the party concerned to receive the same.

  
 21/11/... 11/-



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**SCHEDULE 'A' ABOVE REFERRED TO**

ALL THAT piece of parcel of land area and measuring 4300 SQ. MTR. comprising of Khewat / Khatoni No. 57/83, Rect. No. 96, Killa No. 6/2/2 (0-10), 7 (8-0) situated in village Dhani Jatan, Tehsil Ellenabad, District Sirsa, Haryana in Sub Registration Office Ellenabad in the District of Sirsa, Haryana butted and bounded.

ON THE EAST BY : Ellanabad – Nohar Road  
ON THE SOUTH BY : Agricultural land of Sh. Soni Ram  
ON THE WEST BY : Agricultural land of Sh. Aad Ram  
ON THE NORTH BY : Agricultural land of Sh. Madan

And delineated on the map or plan annexed hereto within red borders.

*[Handwritten signature]* *[Handwritten date: 21/02/13]*

**SCHEDULE 'B' ABOVE REFERRED TO**

**(STRUCTURES BELONGING TO LESSEE)**

NIL

IN WITNESS WHEREOF the parties have duly executed these presents the day and year first above written on 6<sup>th</sup> day of ~~February~~ <sup>April</sup> Two thousand four

SIGNED & DELIVERED by above named

Lessor in the presence of:

*[Handwritten signature]*  
2019 10/2 m.c. and n. 6 Am-11/15  
2/18/14/14

1.

2. Sr. Muel Lal Garg R/o Sr. Sukhdev Chand. R/o ENB.

m.l  
*[Handwritten signature]*

SIGNED & DELIVERED by the above

Named BHARAT PETROLEUM CORPORATION LIMITED

By its Constituted Attorney **Mr. R. K. SINGH**

*[Handwritten signature]*

Attorney

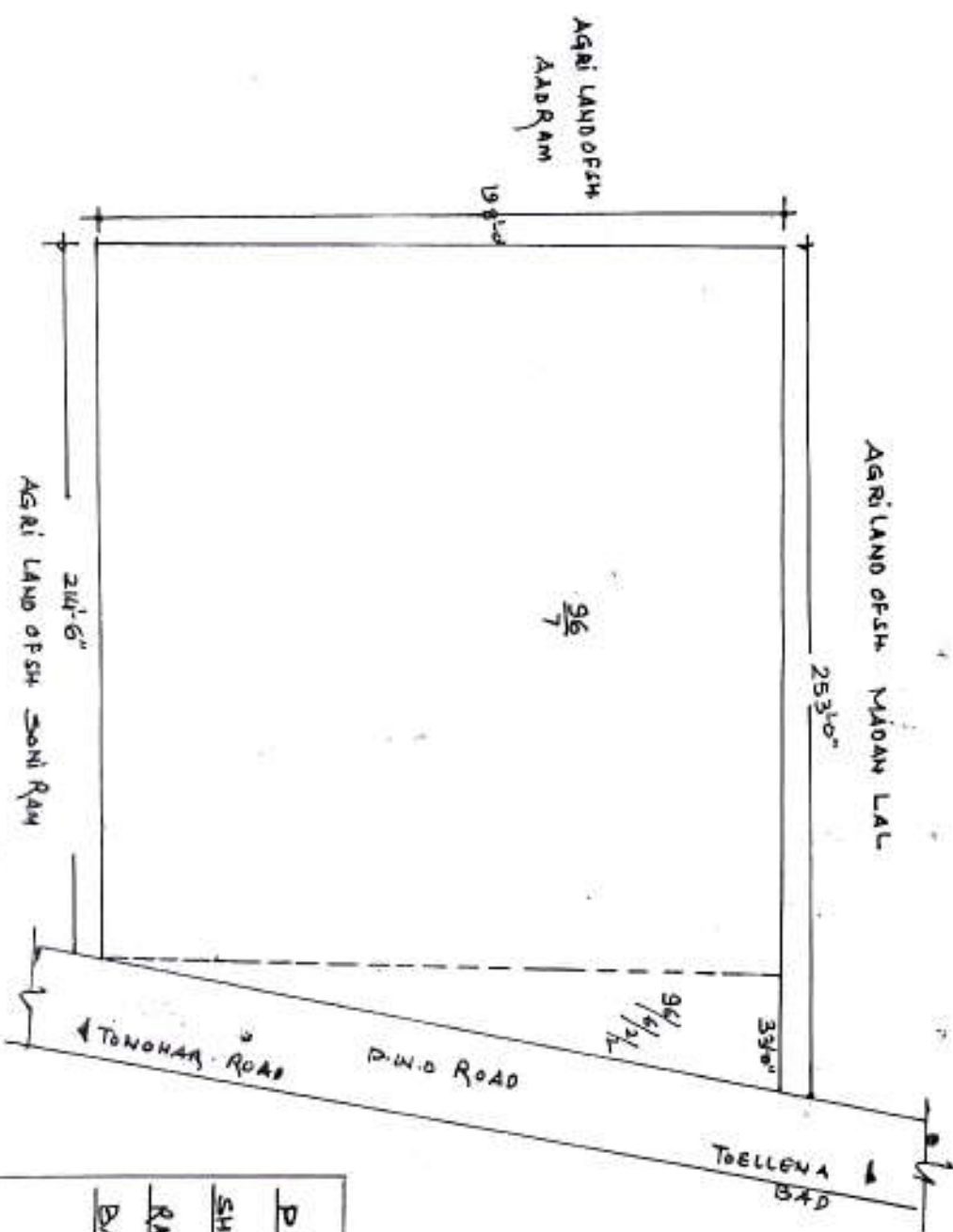
In the presence of:

1. Gagan Deep (Gagan Deep, 96, Sector 20, Sirsa)

2. Muel Lal Garg R/o Sr. Sukhdev Chand. R/o ENB.

m.l  
*[Handwritten signature]*





PLAN SHOWING THE LAND OF  
SH. AAO RAMSIPSH. MANPHOD  
RAM SITU. AT MUKADI ELEMNA-  
BAD DISTT SIRGA

*[Handwritten signature]*

aphtkmp


 P. S. CHITOSE  
 9-11 A. Street  
 New M.C. Complex  
 Cantonment, Sirga  
 Distt. Sirga