



LEASE AGREEMENT

1622  
12/11/04

2284 2501/1

THIS DEED OF LEASE made at PANIPAT this 1st day of APRIL TWO THOUSAND AND FOUR BETWEEN Shri Satish Kumar S/o Shri Kasturi Lal Resident of Barwala, District Hissar, Age 49 years, hereinafter called the "LESSOR" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the One Part and HINDUSTAN PETROLEUM CORPORATION LIMITED, a Company incorporated under the Indian Companies Act, 1956, and having its registered office at 17, Jamshedji Tata Road, Mumbai - 400 020 and one of its Retail Regional Office at PANIPAT c/o PANIPAT IRD, VILLAGE BAHOLI, PANIPAT, hereinafter called the "LESSEE" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

WHEREAS the Lessor is seized and possessed of or otherwise well and sufficiently entitled free from encumbrances, to all that piece or parcel of land situated in Khewat No. 316 & 318 and Khatuni No 458 & 443 bearing Khasra No 276//16//1/2, 276//16//2 & 276//25//1, in village Khedad, Tehsil Barwala, Dist. Hissar, State HARYANA in the registration sub-district of Barwala, District Hissar and more particularly described in the schedule hereunder written and delineated on the plan hereto annexed and thereon surrounded by a red colour boundary line containing by admeasurement 82.14Mtr X 40.39 Mtr X 26.0 Mtr X 14.0 Mtr X 67.0 Mtr = 2649 sq. m or thereabouts (hereinafter referred to as "the said Premises").

AND WHEREAS at the request of the Lessee, the Lessor has agreed to grant to the Lessee, a lease of the said premises for the period of 30 YEARS

*Satish Kumar*

*Panipat*



*Panipat*



(THIRTY YEARS) for the rent herein reserved and on the terms and conditions herein contained and renewable in the manner hereinafter appearing.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

In pursuance of the said agreement and in consideration of the rent hereby reserved and of the terms and conditions, covenants and agreements herein contained and on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise unto the Lessee ALL AND SINGULAR the land situated Khwat No. 316 & 318 and Khatuni No 458 & 443 bearing Khasra No 276//16/1/2, 276//16/2 & 276//25/1, in village Khedad, Tehsil Barwala, Dist. Hissar, State HARYANA in the registration sub-district of Barwala, District Hissar and, more particularly described in the Schedule hereinafter written and delineated on the Plan hereto annexed and thereon surrounded by a Red Colour boundary line and containing by admeasurement 82.14Mtr X 40.39 Mtr X 26.0 Mtr X 14.0 Mtr X 67.0 Mtr = 2649 sq. m or thereabouts and together with all ways, passages, lights, drains, sewers, watercourses, rights, easements, advantages and appurtenances whatsoever belonging thereto or therewith usually held or enjoyed and together also with the right for the Lessee to install erect and maintain in and upon the demised premises roadways, pathways and underground tanks and delivery pumps, shelters, buildings, annexes, extensions, additional floors, sales rooms, structures, tube wells, erections or equipments, whether of a permanent or temporary nature, as the **LESSEE** may consider necessary from time to time without the permission of the Lessor, for the purpose of storing, selling or otherwise carrying on trade in petroleum products, oil and kindred motor accessories, Any Time Money (ATM) Counter, Public Call Office (PCO), Internet Centre (Cyberkiosk/cybercafe), Convenience Stores, Beverage Fountains (cold drinks, coffee, tea etc.) or any other

*Satish*

*[Signature]*

trade or business which the Lessee may think fit (which all is for brevity's sake hereinafter referred to as "the demised premises") TO HOLD the demised premises UNTO the Lessee for a **term of 30 years (thirty years) commencing from 1<sup>st</sup> day of April Two Thousand and four**, renewable and determinable as hereinafter provided yielding and paying therefor unto the Lessor during the said term monthly and proportionately for any part of a month **the rent for first 3 (Three) years (01/04/2004 to 31/03/2007) of Rs.4635/- per month (Rupees Four thousand Six Hundred Thirty Five only) and next 3 (Three) years (01/04/2007 to 31/03/2010) of Rs.5331/- per month (Rupees Five Thousand Three Hundred Thirty One only) and next 3 (Three) years (01/04/2010 to 31/03/2013) of Rs.6131/- per month (Rupees Six Thousand One Hundred Thirty One only) and next 3 (Three) years (01/04/2013 to 31/03/2016) of Rs.7050/- per month (Rupees Seven Thousand Fifty Only) and next 3 (Three) years (01/04/2016 to 31/03/2019) of Rs. 8107/- per month (Rupees Eight Thousand One Hundred Seven only) and next 3(three) years (01/04/2019 to 31/03/2022) of Rs. 9323/- per month (Nine Thousand Three Hundred Twenty Three only) and next 3 (Three) years (01/04/2022 to 31/03/2025) of Rs.10721/- per month (Rupees Ten Thousand Seven Hundred Twenty One only) and next 3 (Three) years (01/04/2025 to 31/03/2028) of Rs.12329/- per month (Rupees Twelve Thousand Three Hundred Twenty Nine only) and next 3 (Three) years (01/04/2028 to 31/03/2031) of Rs.14178/- per month (Rupees Fourteen Thousand One Hundred Seventy Eight Only) and for last 3 ( Three) years (01/04/2031 to 31/03/2034) of Rs. 16305/- per month ( Rupees Sixteen Thousand Three Hundred Five Only) payable monthly in advance, on or before the tenth day of each month, subject however to the said monthly rent being reduced at negotiated terms in the event of any portion of the demised premises being acquired by any authority for road widening or for any public purpose.**

**THE LESSEE DOTH HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:**

- (A) To pay the rent reserved at the time and in manner aforesaid.
- (B) To obtain and renew all necessary licences and permits in respect of the demised premises by reason of it being used for storing, selling or otherwise carrying on trade in petrol, petroleum products, and kindred motor accessories and any other trade or business carried on from the demised premises and to observe and perform all local police and municipal rules and regulations in connection with such uses
- (C) At the Lessee's costs to keep the buildings, structures and other erections and equipments in good and tenantable repairs and conditions with authority and power to demolish any existing building or structure or erection and/or remove any equipment and reconstruct and/or replace the same without the consent of and without being accountable to the Lessor in any manner whatsoever.



(D) At the Lessee's costs to carry out any additions or alterations to the buildings and structures at present existing on the demised premises or to put up any additional structures or buildings or floors or other erections on the demised premises in accordance with the plans approved by the authorities at any time or from time to time during the subsistence of the term hereby granted.

(E) Any rent, cess, rates and assessment arising because of structure or running of the business shall be payable by the lessee.

(F) To use and permit to be used the buildings and structures to be constructed on the demised premises for any and all lawful purposes as may be permitted by the authorities from time to time.

(G) To permit the Lessor and their agents duly authorised by them to enter into and upon the demised premises at all reasonable times for the purpose of viewing the conditions of demised premises.

(H) To indemnify and to keep indemnified the Lessor against all claims, demands, suits, decrees and awards whatsoever which may be brought or passed against the Lessor by reason of any damage caused to any adjoining owners or occupants and others by reasons of any explosion or other accident consequent upon such incidents in the demised premises aforesaid.


(I) To deliver up the demised premises to the Lessor at the expiration or sooner determination of the said term or its renewal, after restoring the demised premises in its former condition.

**THE LESSOR DOETH HEREBY COVENANTS WITH LESSEE AS FOLLOWS:**

(A) That the Lessor now has in himself good right, full power and absolute authority to demise unto the Lessee the demised premises in the manner herein appearing.

(B) That the Lessor will bear, pay and discharge all existing and previous Government, Municipal or other rents, cess, rates, taxes and assessments payable in respect of the demised premises upto the start of lease period and the same shall not be recoverable from the Lessee and shall indemnify and keep the Lessee and its successors and assigns and estate and effects indemnified against all such payment and/or penalties in respect thereof.

(C) That on the Lessee punctually paying the said rent and observing and performing the covenants, terms and conditions herein contained and on the part of the Lessee to be observed and performed, the Lessee shall peaceably and quietly hold, possess and enjoy the demised premises during the period of the lease or its renewal without any eviction, interruption, disturbance, obstruction, interference or hindrance or claim or demand by the Lessor or any persons lawfully claiming under or in trust for the Lessor or otherwise howsoever.



(D) That the Lessor shall, on the written request of the Lessee, made before the expiry of the term hereby created and if there shall not at the time of such request, be any existing breach or non-observance of any of the covenants on the part of the Lessee hereinbefore contained, grant to the Lessee a Lease of the demised premises for the further term of 30 years from the expiration of the said term at the rent mutually negotiated and agreed into and containing the like covenants and provisions as are herein contained ;


(E) That the Lessor will not sell or assign or agree to sell or assign their reversionary title and interests in the demised premises until the expiration of 90 days after they shall have given to the Lessee notice of their intention to do so, which notice shall state the price at which the Lessor intend to sell and such other particulars as the Lessee may require and the Lessee shall at all times have a pre-emptive option to purchase the demised premises at the said price, such option to be exercised within a period of 90 days from the date of receipt of such notice.

(F) If the Lessee does not exercise the option to purchase the demised premises, the Lessor may sell and assign his interests to the prospective purchaser subject to the Lease agreement and its terms entered into with the Lessee.

**PROVIDED ALWAYS AND IT IS MUTUALLY AGREED AS FOLLOWS:**

(A) The Lessee shall be at liberty to license or sublet or underlet or part with possession of the demised premises or any part thereof for use for all or any of the purposes aforesaid, without the consent or concurrence of the Lessor.

(B) The Lessee shall be at liberty (1) to construct, fix, erect and maintain in or upon or fasten to the demised premises office and trade fixtures and fittings such as screens, counters, partitions, benches, shelves, lockers and sun blinds, and gas, electric, fittings, lights and fans and construct other buildings, structures, wells, tube wells or instal equipments or to provide install, operate, Any Time Money (ATM) Counter, Public Call Office (PCO), Internet Centre (Cyberkiosk Cybercafe), Convenience Stores, Beverage Fountains (cold drink coffee tea etc.) without the consent of the lessor and (2) to remove the said fixtures and fittings and also the said underground tank(s) and delivery pump(s) and shelter with their appurtenances and other building erections and equipment during the term of the lease or at the expiration or sooner determination of the lease or within one month thereafter, without objection on the part of the Lessor but in such case the Lessee shall make good any damage which may be caused to the demised premises by such removal.



(C) The Lessee shall be at liberty to affix, place or display name-boards, sign boards, advertisement boards and advertisements and signs of any nature whatsoever in relation to the business of the Lessee or its sub-lessee or licencees to or from any part of the demised premises.

(D) If any rent shall be in arrears for more than 90 days (after being demanded) or if the Lessee shall omit to perform or observe any covenant or condition on the part of the Lessee herein contained and shall continue to breach or omit or neglect to do so for 90 days after receipt of notice thereof by the Lessee, the Lessor may determine the lease by giving a notice of 30 days and the lease shall thereupon determine, but without prejudice to any claim which either parties hereto may have against the other in respect of any breach, non performance of any of the covenants and conditions herein contained.

(E) The Lessee shall be at liberty to determine this agreement by giving to the Lessor three months' notice in writing expiring at any time during the currency of this agreement.

(F) The stamp duty and registration charges payable in respect of this agreement and duplicate thereof shall be borne and paid by the Lessee and each party hereto shall bear and pay its own solicitors' charges and the Lessee shall retain the Original agreement and the Lessor, the duplicate thereof.

(G) Any dispute or difference of any nature whatsoever arising between the parties hereto with regard to any rights, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement or interpretation thereof or of any clause herein contained or as to the rights and obligations of any party, shall be referred to the sole arbitration of the Director (Marketing) of the Lessee or some officer of the Lessee who may be nominated by him. The Lessor will not be entitled to raise any objection to the appointment of the Director-Marketing or any officer of the Lessee as the Sole Arbitrator on the ground that they are officers or employees of the Lessee or that he/she has to deal or dealt with the matter to which the contract relates or that in the course of his duties as an officer or employee of the Lessee he/she expressed views on all or any of the matters in dispute or difference. In the event of the Sole Arbitrator to whom the matter is originally referred to being transferred or vacating his/her office or being unable to act for any reasons, the Director-Marketing as aforesaid, shall designate another officer of Lessee to act as Arbitrator. Such officer shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director-Marketing or a person nominated by the Director-Marketing of the Lessee as aforesaid shall act as Sole Arbitrator. The Award of the Sole Arbitrator shall be final, conclusive and binding on all the parties to the Agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory reenactment or modification thereto and the Rules framed thereunder for the time being in force shall apply to the Arbitration proceedings under this clause. The Award



shall be made in writing and published by the Sole Arbitrator within six months after entering upon the reference or within such extended time not exceeding further four months as the Sole Arbitrator shall in writing under his own hand appoint. The Sole Arbitrator shall have the power to order and direct either of the parties to abide by, observe and perform all such directions as the Sole Arbitrator may think fit, having regard to the fact that the Arbitration proceedings have to be completed within the specified period solely on the principles of natural justice. The Sole Arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken. The Sole Arbitrator shall have the power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate Awards in respect of claims or cross claims of the parties. The Sole Arbitrator shall be entitled to direct any of the parties to pay the costs of the other party in such manner and to such extent as the Sole Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proposition to meet the Arbitration expenses whenever called upon to do so. Such Arbitration proceedings will be held at PANIPAT.

(H) The parties hereby agree that the courts in the city of PANIPAT alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of PANIPAT only.

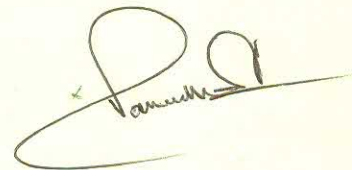
IN WITNESS WHEREOF the Lessor and SHRI. PARVINDER SINGH, Senior Regional Manager, PANIPAT RETAIL REGIONAL OFFICER, the duly Constituted Attorney of the Lessee for and on behalf of the Lessee have hereunto set their respective hands the date, month and year first above written.

**THE SCHEDULE REFERRED TO ABOVE:**

A piece or parcel of land situated in **Khewat No. 316 & 318 and Khatuni No 458 & 443 bearing Khasra No 276//16/1/2, 276//16/2 & 276//25/1, in village Khedad, Tehsil Barwala, Dist. Hissar, State HARYANA** in the registration sub-district of **Barwala**, District **Hissar** and delineated on the plan hereto annexed being thereon surrounded by a red colour boundary line containing admeasurement **82.14Mtr X 40.39 Mtr X 26.0 Mtr X 14.0 Mtr X 67.0 Mtr = 2649 sq. m** or thereabouts and bounded by as under:



7



NORTH : Open land Of Shri Chatter Singh  
SOUTH : Hissar Barwala Road NH-65  
EAST : Open Land of Shri Satish Kumar  
WEST : Open Land Of Shri Chatter Singh

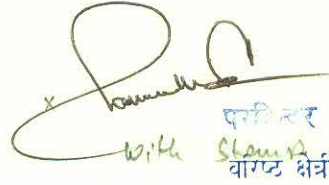
SIGNED BY THE ABOVE NAMED )  
LESSOR Shri Satish Kumar )



In the presence of Witness: )  
P.R. BHARUNIA EXEC.SALES OFFICER )  
HPC HISSAR SALES AREA )



SIGNED BY THE ABOVE NAMED )  
LESSEE HINDUSTAN PETROLEUM )  
CORPORATION LIMITED through its )  
duly constituted attorney )  
SHRI Parvinder Singh )



परिवर सिंह

वॉरंट क्षेत्रीय प्रबंधक एवं

ड्यूटी कोन्सर्टाचुटीड अंतोर्गना

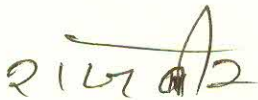
हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि०

पानिपत रिटेल क्षेत्र का०, पानिपत

In the presence of Witness: )  
Vimal, MIS Officer )  
PANIPAT REGIONAL OFFICE )



**VIMAL J. S. SHARMA**  
MIS & RE OFFICER  
Hindustan Petroleum Corp. Ltd.  
Panipat Regional Office, Panipat





TOTAL AREA IN WXYZ

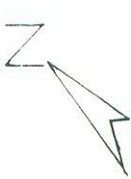
SITE PLAN OF LAND MARKED VWXYZ BOUNDARY WHERE OF IS

MARKED IN RED COLOUR OWNED BY SH SATISH KUMAR S/O SH.

KASTURI LAL SITUATED IN VILL. KHEDEK TEH. BARWALA DISTT. HISAR

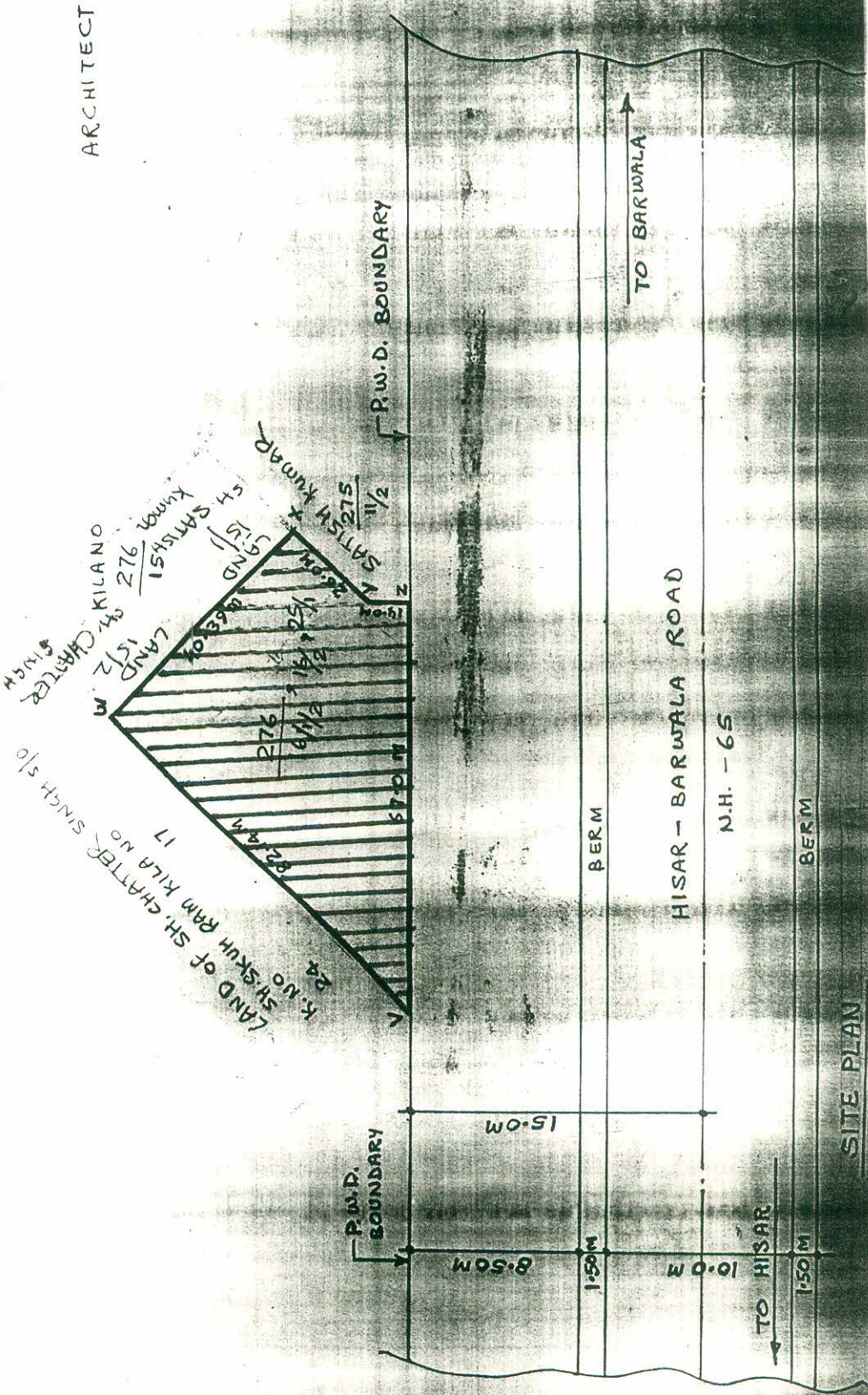
(OWNER RESID. OF BARWALA DISTT. HISAR.)

KH. NO.  $\frac{276}{14\frac{1}{2} \times 16\frac{1}{2} \times 25\frac{1}{4}}$



APPLI. SIGN.

ARCHITECT





101

दू गांव

245

तहसील

क

जिला

बेवा

साल 2001-0

1	2	3	4	5	6	7	8	9	10	11	12	
खेत या बगैचा का नंबर	खेत का नाम	नाम तरफ या पत्नी और जमा सहित नम्बरदार का नाम	विवरण सहित मालिक का नाम	विवरण सहित कायतकार का नाम	खेत का मालिक का नाम	नम्बर खेत का क्षेत्रिक	नम्बर खेत का क्षेत्रिक	नम्बर खेत का क्षेत्रिक	नम्बर खेत का क्षेत्रिक	नम्बर खेत का क्षेत्रिक	अवधि	
350 अंश 316 अंश	443		<p>राधाधरपुर पुत्र क परवार</p> <p>पुत्री भासधर पुत्र रामनाथ</p> <p>1/2 भाग मूलालिह पिलर</p> <p>1/2 भाग मोहनद पुत्र तोखा</p> <p>1/2 भाग सीमरी नाथिया</p> <p>1/2 भाग सुनेवान रामनाथ</p> <p>1/2 भाग व सीचन्द पुत्र</p> <p>जुमालाल पुत्र तोखा 7/8</p> <p>भाग देवाविह- हवालिह</p> <p>रामनाथ 1/4 भाग यमिपाल</p> <p>1/8 भाग पुत्राके चाकिया</p> <p>पुत्र तोखा रामनाथी</p>	<p>मूलालिह- यमिपाल</p> <p>रामनाथ देवलिदास</p> <p>बाराधन</p> <p>राधाधर पुत्र</p> <p>मूलालिह पुत्र</p> <p>मिलकरल सुनेवा</p> <p>भासत सुनेव विधाधी</p> <p>बखाला</p>	<p>275</p> <p>11/2</p> <p>276</p> <p>15/2</p> <p>16/2</p> <p>11-16 ताला</p>	<p>7-0 ताला</p> <p>2-16 ताला</p> <p>2-0 ताला</p>	<p>275</p> <p>11/2</p> <p>276</p> <p>15/2</p> <p>16/2</p> <p>11-16 ताला</p>	<p>7-0 ताला</p> <p>2-16 ताला</p> <p>2-0 ताला</p>	<p>275</p> <p>11/2</p> <p>276</p> <p>15/2</p> <p>16/2</p> <p>11-16 ताला</p>	<p>7-0 ताला</p> <p>2-16 ताला</p> <p>2-0 ताला</p>	<p>11-16 ताला</p>	<p>अवधि</p>

Handwritten notes and signatures in the right margin, including a signature that appears to be 'Ramesh' and some illegible text.

# Cash Receipt

Registration No. 1,622  
Name of Seller सतीश कुमार  
Date of Execution 12/10/2004  
Date of Presentation 12/10/2004  
Type of Deed 01 LEASE  
Transaction Value 16,305.00  
Duty Paid thru Stamp 5,010.00  
Duty Paid thru B Book  
Registry Fees 500.00  
Pasting Fees 1.50  
Total Fees 501.50

Receipt Book (A)  
Sub Registrar Office

बरवाला

Registration Date

**B Book No.**

**Date**

**Sub Registrar**

बरवाला

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श्री मान जी

लेसदक की जाती है कि अराजी जर्ज 11-16 नं

खतरा	275		276		काव्या मोजा खपड तव विला	काव्या मोजा खपड तव विला
	$\frac{15}{2}$		$\frac{15}{2} - \frac{16}{2}$			
	70		216	200		

का वाहद मारीक व काविल विजाड माल के अख्तार अतः वाहुकप  
 पुत्र करहरी काल पुत्र लिलकशन नि० बनवाला है और अराजी में अन्य  
 काहे दिस पाए ना है

*Khedar*  
 Khedar  
 16/9/04

Naib Tehsildar  
 Barwala  
 17/9/04

STAR PETROLBUM  
 the Indian Companies

IN A 14.5 MU & 67.0

500/-  
100/-  
500/-

3512 1/10/04  
Name Sh/Smt. श्री कस्तुरीलाल  
No Sh. श्री सतीश कुमार  
R/O. बरवाला जिला हिंसा  
Sum Paid Rs. 4685/- PM  
In favour of श्री सतीश कुमार  
Distt. Treasury  
Treasurer  
HISAR


प्रलेख नः 1622 दिनांक 12/10/2004

यह प्रलेख आज दिनांक 12/10/2004 दिन मंगलवार समय 11-12

श्री सतीश कुमार पुत्र श्री कस्तुरीलाल वासी बरवाला जिला हिंसा ।


द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

  
हस्ताक्षर प्रस्तुतकर्ता

  
सयुक्त/उप पंजीयन अधिकारी  
बरवाला

प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया तथा प्रलेख में वर्णित राशि मु० 16,305 के लेन - देन को भी स्वीकार किया यह राशि मेरे सम्मुख श्री हिन्दुस्तान पेट्रोलियम पुत्र श्री वासी बरवाला जिला हिंसा । द्वारा पेश की गई तथा दोनो पक्षो की पहचान श्री भूप सिंह नम्बरदार पुत्र श्री वासी खेदड़ जिला हिंसा । व श्री राजबीर पुत्र श्री औमप्रकाश वासी खेडी गगन जिला हिंसा । ने की। साक्षी नः 1 को हम नम्बरदार/सरपंच/पंच/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 12/10/2004

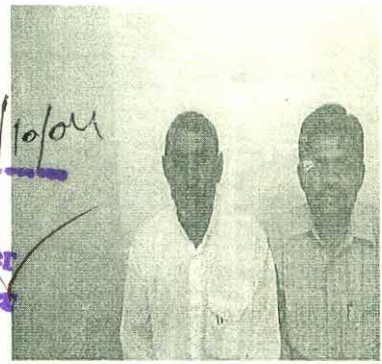
  
सयुक्त/उप पंजीयन अधिकारी  
बरवाला



पट्टा देने वाला



पट्टा लेने वाला



गवाह

दोनों पक्षों एवं गवाह के हस्ताक्षर/चिन्ह अँगुठा हमारे सामने करवाये गये।

सतीश कुमार  
*Satish Kumar*

प्रकाश भरूटीया कार्यकारी  
*Prakash Bhatia*

भूप सिंह नम्बरदार *Bhup Singh*  
राजबीर *Rajbir*

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1622 आज दिनांक 12/10/2004 को बही नः 1 जिल्द नः 28 पृष्ठ नः 355 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 274 के पृष्ठ सख्या 73 से 74 पर चिपकाई गयी।  
17 24

दिनांक 12/10/2004

सयुक्त/उप पेजीयन अधिकारी  
बरवाला