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कले उत्तर प्रदेश UTTAR PRADESH  
 उत्तर 11 NOV 2014  
 इलाहाबाद  
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मधुकर नाम त्रिपाठी

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**LEASE AGREEMENT**

THIS DEED OF LEASE made at ALLAHABAD this 19th day of November Two thousand and Fourteen between SMT. KALAWATI DEVI W/o SRI SANTOSH KUMAR SHUKLA R/o Village Nari Bari, Pargana and Tahsil Bara, Distt. Allahabad, Uttar Pradesh as Power of Attorney holder through Santosh Kumar Shukla S/o Late Ambika Prasad Shukla R/o Village Nari Bari, Pargana and Tahsil Bara, Distt. Allahabad, Uttar Pradesh, (Power of Attorney is registered in the office of Sub Registrar Bara, Allahabad at Bahi No. IV, Zild No. IV, pages 181/190 at Sl.No. 11 on 17.11.2014 hereinafter called the "LESSOR" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and assigns) of the One Part and MADHUKAR NATH TRIPATHI S/o LATE SHRI NATH TRIPATHI R/o 69/30, Karbala, Pargana and Tahsil Sadar, Distt. Allahabad, Uttar Pradesh, hereinafter called the "LESSEE" (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 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 measuring 1800 sq.mtrs carved out from Khasra No. 15 situated at Village Nari Bari, Pargana & Tahsil Bara, Distt. Allahabad entered in revenue records 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 a measurement 40 mtrs x 45 mtrs = 1800 sq.mtrs. or thereabouts (hereinafter referred to as "the said Premises").

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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 at 30 years (THIRTY YEARS) FIRST FIVE YEARS (19-11-2014 to 18-11-2019) at the rent of Rs.45,000/- (Rupees Forty five thousand) per month. Next FIVE YEARS (19-11-2019 to 18-11-2024) at the rent of Rs.49,500/- (Rupees Forty nine thousand five hundred) per month. Next FIVE YEARS (19-11-2024 to 18-11-2029) at the rent of Rs.54,000/- (Rupees Fifty four thousand) per month. Next FIVE YEARS (19-11-2029 to 18-11-2034) at the rent of Rs.58,500/- (Rupees Fifty eight thousand five hundred) per month., Next FIVE YEARS (19-11-2034 to 18-11-2039) at the rent of Rs.63,000/- (Rupees Sixty three thousand) per month, Next FIVE YEARS (19-11-2039 to 18-11-2044), at the rent of Rs.67,500/- (Rupees Sixty Seven thousand Five hundred) per month, payable monthly in advance, on or before the tenth day of each month for the rent herein reserved and on the terms and conditions herein contained.

**NOW THIS DEED WITNESSETH AS FOLLOW:**

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 measuring 1800 sq.mtrs carved out from Khasra No. 15 situated at Village Nari Bari, Pargana & Tahsil Bara, Distt. Allahabad entered in revenue records 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 40 mtrs x 45 mtrs =1800 sq.mtrs. 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,

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

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TEN THOUSAND RUPEES

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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 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 term of 30 YEARS (THIRTY YEARS) commencing from 19th day of November Two thousand and Fourteen, renewable and determinable as hereinafter provided yielding and paying therefore unto the Lessor during the said term monthly and proportionately for any part of a month 30 years (THIRTY YEARS) FIRST FIVE YEARS (19-11-2014 to 18-11-2019) at the rent of Rs.45,000/- (Rupees Forty five thousand) per month. Next FIVE YEARS (19-11-2019 to 18-11-2024) at the rent of Rs.49,500/- (Rupees Forty nine thousand five hundred) per month. Next FIVE YEARS (19-11-2024 to 18-11-2029) at the rent of Rs.54,000/- (Rupees Fifty four thousand) per month. Next FIVE YEARS (19-11-2029 to 18-11-2034) at the rent of Rs.58,500/- (Rupees Fifty eight thousand five hundred) per month., Next FIVE YEARS (19-11-2034 to 18-11-2039) at the rent of Rs.63,000/- (Rupees Sixty three thousand) per month, Next FIVE YEARS (19-11-2039 to 18-11-2044), at the rent of Rs.67,500/- (Rupees Sixty Seven thousand Five hundred) per month, 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 CONVENANTS WITH THE LESSOR AS FOLLOW:

- (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 al local police and municipal rules and regulations in connection with such uses.

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कलेक्ट्रेट कोषागार-इलाहाबाद

दिनांक... 19/11/14 / कोर्ट फीस रुपया 10000

नाम पता... कलावती देवी बहै मुख्तार आम

691 डा कलवती बहै

पट्टा दाता

Registration No.: 5758

Year : 2014

Book No. : 1

0101 कलावती देवी बहै मुख्तार आम

संतोष कुमार शुक्ला

नारीबारी तहबारा इलाहाबाद

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- (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 an 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 of the expiration or sooner determination of the said term or its renewal, after restoring the demised premises in its former condition.

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कलेक्ट्रेट कोषागार-इलाहाबाद

दिनांक 19/11/14 नमरल / कोर्ट फीस रुक्या-10000  
नाम पता मधुकरनाथ त्रिपाठी 69/30 करबला तह0सदर इला0  
कृषि

पट्टा गृहीता

Registration No. : 5758

Year : 2,014

Book No. : 1

0201 मधुकरनाथ त्रिपाठी मधुकरनाथ त्रिपाठी  
स्व0 श्रीनाथ त्रिपाठी  
69/30 करबला तह0सदर इला0  
कृषि



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THE LESSOR DOETH HEREBY COVENANT WITH LESSEE AS FOLLOW:

- (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 up to 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, 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 ae 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

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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 interest to the prospective purchase subject to the Lease agreement and its terms entered into with the Lessee.
- (G) The Lessee at all time during the currency of the agreement shall exclusively use all the piece of non converted land, if any existing in front of the demised premises which is in land of **Right of Way (ROW)** and which is in the ownership of the Lessors, for free access, right of ingress and egress, creation of 'D', plantations and for any other permissible use to facilitate operation of the Retail Outlet.

**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 fixture 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 install 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 terms 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.

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- (C) The Lessee shall be at liberty to affix, place or display name-boards, sign boards, advertisement board 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 or 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 the covenants and conditions herein contained.
- (E) The Lessee shall be at liberty to determine this agreement by giving to the Lessor three month's 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 solicitor's charges and the Lessee shall retain the Original agreement and the Lessor, the duplicate thereof.
- (G) The Lessee shall be liberty to giving the said premises on sub-lease with all the right and privileges as vested with lessee through this lease deed to Hindustan Petroleum Corporation Ltd. to install erect and, maintain in and upon the demised premises roadways pathway and under ground tank and delivery pump shelters buildings annexes extensions additional floors, sales rooms structures tube wells erections or equipments whether of a permanent or temporary nature as the Sub LESSEE may consider necessary from time without the permission of the lessor for the purpose of storing selling or other wise carrying on trade in petroleum products, oil and kindred motor accessories, any time money (ATM), counter public call office (PCO) internet center (cyberkiosk/cybercafe) convenience stores beverage fountains (cold drinks coffee, tea etc.) or any other trade or

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business which the lessee may think fit (which all is for brevity sake hereinafter referred to said the demised premises) TO HOLD the demised premises UNTO the lessee for a terms of 30 Years (Thirty Years) commencing from 19th day of November, 2014.

- (H) The parties hereby agree that the courts in the city of **ALLAHABAD** 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 **ALLAHABAD** only

**IN WITNESS WHEREOF** the Lessor and 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 by ad measurement 40 mtrs x 45 mtrs =1800 sq.mtrs. carved out from Khasra No. 15 situated at Village Nari Bari, Pargana & Tahsil Bara, Distt. Allahabad taken on lease for 30 years through lease deed dated 19th day of November 2014 from **SMT. KALAWATI DEVI W/o SRI SANTOSH KUMAR SHUKLA R/o Village Nari Bari, Pargana and Tahsil Bara, Distt. Allahabad, Uttar Pradesh** thereabouts and bounded by as under :

NORTH	:	Part of Arazi No. 15 of Lease holder
SOUTH	:	Part of Arazi No. 15 of Lease holder
EAST	:	National Highway
WEST	:	Part of Arazi No. 15 of Lease holder

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SIGNED BY THE ABOVE NAMED:

SMT. KALAWATI DEVI  
W/o SRI SANTOSH KUMAR SHUKLA  
R/o Village Nari Bari, Pargana  
and Tahsil Bara, Distt. Allahabad,  
Uttar Pradesh.

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In the presence of witness:

- ① सहोदर कुल कुल वं स्वयंदि श्री आश्विनाश्रिताय कुल  
मिवासी- नारीबाड़ी तहसील- बारा इलाहाबाद
- ② वीरेंद्र कुमार पुत्र विहारी लाल मिवासी

SIGNED BY THE ABOVE NAMED LESSEE:

मं नं L/6 A/38 दादनपुर सदर  
इलाहाबाद

MADHUKAR NATH TRIPATHI  
S/o LATE SHRI NATH TRIPATHI  
R/o 69/30, Karbala,  
Pargana and Tahsil Sadar,  
Distt. Allahabad, Uttar Pradesh

मधुकर नाथ त्रिपाठी



सहोदर कुल

वीरेंद्र कुमार