

INDENTURE OF LEASE

THIS INDENTURE is made at _____ this ___ day of ___ 2021

BETWEEN

Shri/Smt. _____ w/o, s/o, _____ Aged _____ Years, by profession _____, an Indian Citizen permanently/currently residing at _____ and hereinafter referred to as the “LESSOR” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and assigns) of the **ONE PART**.

AND

Shri/Smt. _____ w/o, s/o, _____ Aged _____ Years, by profession _____, an Indian Citizen permanently/currently residing at _____ and hereinafter referred to as the “LESSEE” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS

a) That the Lessor as the ‘owner’ is absolutely seized and possessed of or is otherwise well and sufficiently entitled to the plot of land admeasuring _____ Square Meters (_____ Bigha, _____ Katha, _____ Lechas), bound by Dag No: _____, Patta No: _____, and is situated at _____ and more particularly described in the schedule herein below:

b) That the Lessee is desirous of setting up a Petroleum Retail Out Let under the dealership obtained from Assam Gas Company Limited has approached the Lessor for providing the Land of _____ Square Meters (_____ Bigha, _____ Katha, _____ Lechas).

c) That the Lessee further intended that all that piece or parcel or ground admeasuring Square Meters (_____ Bigha, _____ Katha, _____ Lechas), bound by Dag No: _____, Patta No: _____, and situated at _____

_____ and hereinafter referred to as the “Demised Premises” and more particular described in the Schedule hereunder written and delineated by ___ coloured boundary line on the plan annexed hereto together with buildings and other structures if/now constructed by the Lessee by itself or by or through duly appointed agents/franchise/Dealer both in the present and in the future, **TOGETHER ALSO** with

the right to construct buildings and structures thereon for a term of **30 Years** commencing from _____ and at the rent and upon the terms and conditions recorded herein.

- d) That in the circumstances, the Lessor has agreed to execute this 'Indenture of Lease' in favour of the Lessee on the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance to this agreement and in consideration of the rent hereby reserved and the covenants and conditions hereinafter contained and on the part of the Lessee to be paid, observed and performed, the Lessor do hereby demise unto the Lessee **ALL THAT "Demised Premises"** and more particularly described in the Schedule hereunder written and shown delineated by red coloured boundary line on the plan and annexed hereto together with all rights, easements and appurtenances whatsoever belonging or appertaining to the Demised Premises.

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 and/or for any 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 without being liable to restore the same on the determination of this Lease for whatsoever reason, the existing building/s or structure/s Constructed by the Lessor. and/or Dealer, upon the Demised Premises, if necessary, and to 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, install and maintain in the said RO all / any equipment, plant, buildings, machinery, tanks, godowns, driveways, tank pits, pumps, filling sheds and other structures, fixtures , appliances and facilities AND TOGETHER ALSO WITH the right to make all/any alterations/modifications thereto.

AND TOGETHER ALSO with the right to construct, lay and maintain over, along under the said RO one or more pipe or pipelines of such length and diameter as may, from time to time, be required by the Lessee in or upon the premises hereby demised

AND TOGETHER ALSO with full and free access and right of ingress and egress to the Demised Premises and every part thereof to the Lessee, its servants, agents, customers and others either on foot or with cars, animals, lorries, carts or carriages or otherwise howsoever, at all times during the term hereby granted

AND TOGETHER ALSO with full and free liberty to the Lessee exhibit and display upon or at the Demised Premises such advertisements, hoardings, billboards, signs as the Lessee may, from time to time, desire to display .

AND TOGETHER ALSO with full and free liberty to the Lessee to construct a road or roads 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 desire to provide.

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

TO HOLD UNTO the Lessee the Demised Premises for the term of 30 years commencing with effect from the month in which commercial business commences at/from the Demised Premises YIELDING AND PAYING THEREFOR during the said term, the monthly rent of Rs. _____ (_____ only). The rent will be payable by the Lessor on or before _____ Day of every Month.

2. The Lessee do hereby covenant with the Lessor as follows:

I) That Except where prevented by the Lessor, Lessee itself or by or through duly appointed agents/franchisees/Dealer or his/her/their servants to keep the interiors of the Demised Premises in good and tenantable repair and condition (reasonable wear and tear and damage by fire, earthquake, flood, tempest,/lightning, violence of mob or other irresistible force excepted);

ii) That the Lessee itself or by or through duly appointed agents/franchisees/Dealer shall, in executing the works aforesaid and at all times during the continuance of this agreement, observe and conform to all Rules and Regulations of the Municipal Corporation and/or of all other Authorities as may be required for the time being relating to buildings;

iii) That On the expiration by efflux of time or sooner determination of the term hereby granted, to surrender and deliver unto the Lessor possession of the said Demised Premises in good condition in accordance with the covenants herein contained, reasonable wear and tear being excepted PROVIDED HOWEVER that the buildings and/or structures constructed by the Lessee upon the Demised Premises shall belong to and be the property of the Lessee exclusively AND THAT the Lessee shall, at its sole option, be entitled to remove and/or demolish and to appropriate for itself, the said building/s and/or structure/s on the expiration or sooner determination of the term hereby granted;

iv) That To use the Demised Premises and the building/s or structure/s standing thereon for all/any lawful purposes including for the storage and sale of Petroleum Products, Motor Accessories, etc. either by itself or by or through duly appointed agents/franchisees and dealers and for all such purposes the Lessee shall have full liberty to make at its cost excavations therein for tanks and to construct and to-erect thereon buildings or structures, pumping plant and accessories as may be requisite for any lawful purpose of the Lessee.

3. The Lessor hereby covenants with the Lessee as follows:

- I) That the Demised Premises are free from all claims and encumbrances;
- II) That the Lessor has heretofore observed and performed and shall hereafter observe and perform all the terms and conditions, covenants, agreements and provisions under which the Lessor shall pay and discharge all its liabilities and obligations to the Government, Municipality, or any other Statutory / Local Body or Authority in respect of the Demised Premises and that the Lessor has not done any act whereby the Lessor's right to hold, enjoy or to grant a Lease in respect of the Demised Premises may be endangered, avoided, determined or extinguished;
- III) That the Lessee is empowered to sub lease the scheduled property mentioned in the schedule below to Assam Gas Company Limited (hereinafter to as the Dealer) with or without confirmation of the Lessor but the Sub Lease should be subjected to the terms and conditions of this lease.
- IV) That the Lessee shall be entitled to do all such acts, deeds, matters and things as may be required and/or deemed fit the Lessee in order to enable the Lessee to conduct and/or to carry on its business/es upon the Demised Premises either by itself or by or through its duly appointed agents/ franchisees / dealers and that the, Lessee shall be entitled to use and enjoy the demised Premises in any manner whatsoever, as the Lessee may deem fit and proper and for such purpose, the Lessee shall, inter alia, be entitled to:
- a) Put up, erect and display its brand/logo and the brand/logo of its associates, signboards (illuminated or otherwise) on the Demised Premises and / or in the interior as also on the exterior facade of the Demised Premises and / or in or upon the building/s or structures constructed /to be constructed thereon;
 - b) Draw and to lay-out optical fibre / tele cable / connectivity cable to the Demised Premises without any objection, obstruction or restriction, whatsoever The Lessee shall not be liable to pay any compensation / additional amount to the Lessor by reason of such cabling or for drawing and / or utilising such optical fibre / tele-cable connectivity to the Demised Premises, or otherwise howsoever.
- V) That the Lessee shall at any time and from time to time, during the subsistence of the Lease hereby granted be at liberty to erect, put up and remove all any building, structure, erection, installation and AGCL Equipment installed, erected or constructed and brought in by the Lessee, notwithstanding that the aforesaid shall be embedded or attached to the earth and the Lessor shall have no claim in respect thereof in any manner whatsoever. All such buildings and/or structures constructed by the Lessee upon the Demised Premises shall belong to and be the property of the Lessee exclusively AND THAT the Lessee shall, at its sole option, be entitled to remove and/or demolish and to appropriate for itself, the said building/s and/or structure/s within a period of 120 days from the expiry / earlier termination of the Lease hereby granted. In the event of the failure

of the Lessee to remove all/ any such building, structure, erection, installation, AGCL Equipment within a period of 120 days as aforesaid, then and in such event, then same shall become the absolute property of the Lessor without any claim of whatsoever nature by the Lessee.

VI) That the Lessor shall at times keep the Lessee indemnified from all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever, which the Lessee may become subject to or on account of any claim put forwarded by any party in respect of the 'Demised Premises' save and except as regards the provisions laid down under the Land Acquisition or any other act for time being in force. The Lessor hereby agrees, declares and confirm that the Lessor shall defend and maintain any suits that may be filed for evicting the Lessee from the Demised Premises on the ground of any defect in the title of the Lessor and in case the Lessee is compelled to vacate the Demised Premises the Lessor hereby covenants to make to the Lessee any loss or losses occasioned thereby and prejudice to the foregoing, the Lessor shall, in particular, hold the Lessee harmless and indemnified against all losses, costs, charges and expenses occasioned to the Lessee by reason of any claim made by any person against the Lessor and involving the Lessee in legal costs or involving the discontinuance of the user 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 w any, required to be paid by the Lessee for the alternate site.

VII) That The Lessor shall not at any time do or permit or suffer to be done in or upon any land adjoining the Demised Premises now or hereafter belonging to or 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 to use the Demised Premises for the purpose of selling or otherwise dealing in or receiving, storing, treating or handling for distribution of Petroleum or any of its products or from obtaining a licence or renewal of a licence under the rules prescribed by the Petroleum Act or under any other Act for the time being in force.

VIII) That the Lessee shall, at any time, be entitled to assign the Leasehold rights hereby granted and/or to sublet and/or to give on License the Demised Premises or any part or parts thereof 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 the written and irrevocable consent of the Lessor for such purpose.

IX) That if the Lessee shall be desirous of renewing this Lease on the expiration of term and the Lessee 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 materially observed and performed all the terms, covenants, conditions and stipulations herein the Lessor shall grant to the Lessee a renewed lease of the Demised Premises for a further term equivalent to the term hereby granted commencing from the date of expiry hereof upon the same rent and upon the same terms and conditions in all respects as are reserved and contained herein including this covenant for renewal.

X) That the Lessor shall regularly pay the rent which may be payable in respect of the Demised Premises to the Superior Landlord, if any and shall also pay and discharge all the existing and future rates, taxes, charges, assessments, including Non-agricultural Assessment and outgoings whatsoever imposed or charged upon the Demised Premises or upon the Owner thereof and payable to the Government or any local or public body or Authority for the land hereby demised and shall keep the Lessee indemnified in respect thereof.

XI) The Lessor do hereby covenant with the Lessee that the Lessor has in itself good right, full power and absolute authority to demise unto the Lessee the Demised Premises in the manner herein contained and that the Lessee, on paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on part of the Lessee to be paid, observed and performed shall and will peaceably and quietly hold and enjoy the Demised Premises during the said term hereby granted without any interruption or disturbance by the Lessor or any person or persons lawfully or equitably claiming from, under or in trust for him/her.

5 IT IS EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

i) On the execution hereof, the Lessor has put the Lessee in actual, peaceful, vacant and exclusive possession of the Demised Premises.

ii) That the Lessee shall, without requiring the consent of the Lessor in that behalf, be entitled to assign, transfer or part with possession of the Demised Premises or any building, structure constructed thereon or any part thereof to any person for the exclusive benefit of the Lessee and that the Lessee shall be exclusively entitled to appropriate the total consideration received in respect thereof provided that such assignment / transfer shall be subject to the terms hereof.

iii) The Lessee shall be entitled to consume the existing Electricity Power Load and shall for such purpose be entitled to make use of the electricity connection already existing in respect of the Demised Premises. If the Lessee requires additional power load, the Lessor shall extend full co-operation and support to the Lessee and for such purpose shall sign, execute and deliver all applications, papers, documents, and shall do all such acts as may be required .in order to enable the Lessee to obtain increase in the sanctioned load of electricity for the said Demised Premises, the costs for obtaining such additional power load shall, be borne and paid for by the Lessee;

iv) The Lessee shall be entitled to make use of the water connection existing In respect of the Demised Premises. In the event the Lessee is desirous of utilising excess water than that presently available, then and in such event, the Lessee may apply for and obtain a separate sub-meter and/or install a separate water line for its own use. The Lessor shall extend full co-operation and support to the Lessee in respect thereof and shall for such purpose, sign, execute and deliver all applications, papers, documents and shall do all such acts as may be required by the Lessee;

v) The Lessee shall directly pay to the concerned Authority all charges for electricity, water and other services consumed at the Demised Premises (inclusive of meter rents etc.);

vi) The Lessee alone shall bear and pay the Municipal property taxes, outgoing rates, cesses etc. in respect of the buildings/structures that may have been erected by the Lessee upon the said Demised Premises to the concerned Authorities.

vii) The Lessee shall have the option to unconditionally terminate this Lease at any time during the term hereby granted by giving one month's notice in writing to the Lessor.

viii) **NOTWITHSTANDING** anything contained herein, in the event of either party hereto committing breach of any of the terms, conditions, covenants contained herein, the aggrieved party shall, at any time, be entitled to determine /terminate the Lease hereby granted by giving to other party **six months** notice in writing

PROVIDED HOWEVER that if such breach is made good during the aforesaid notice period of six months, then, and in such event, the said notice shall stand waived / revoked.

ix) The Lessee shall be entitled to carry on any business/es, including but not restricted to that of Petrol Pump, Service Station, etc. in the Demised Premises. The Lessor further confirms that there are no restrictions / impediments, statutory Circumstances otherwise preventing the Lessee from carrying on business of the aforesaid nature and / or any other business in / from the Demised Premises.

6. In event of the land hereby demised 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 only in respect of the portion of the Demised Premises being acquired or requisitioned. For the remaining unacquired portion of the Demised Premises shall at the sole option of the Lessee, the Lease shall continue to land subsist in respect of the and in such case the rent payable by the Lessee shall stand reduced Proportionately. The Lessee along with Lessor shall be entitled to the compensation / Statutory allowances payable under the Land Acquisition Act or other applicable laws in respect of the Demised Premises or part thereof as the case may be, and the Lessee shall also be entitled to such compensation as may be awarded for the buildings or structures, fixtures and fittings constructed, fastened or erected by the Lessee and which the Lessee is entitled to remove as provided herein, as also for the loss of business.

7. In the event the Lessor at any time during the period of this Lease sells and/or transfers / assigns his/her/its rights in the Demised Premises as a whole or part or parts thereof to any one person or more than one person, then and In such an event, the Lessee

shall have the option to attorn such transferee or transferees on the same terms and conditions as are contained here in or to forthwith terminate the Lease hereby granted. However, a letter shall be issued by the prospective new owner in favour of the Lessee, confirming that the terms herein contained shall be binding on the new Owner.

8 The Lessor covenants with the Lessee that the Lessor shall acknowledge and give valid receipts for payment of monthly Lease rent and in respect of any other payments made by the Lessee to the Lessor or to its duly authorised agent. Such receipts shall be conclusive proof of the said payments being made by the Lessee to the Lessor.

9 All approvals, consents and notices to be given under these presents shall be in writing, signed by the party giving it and shall be considered duly served if the same shall have been left / delivered or posted by Registered A.D. at the address mentioned herein.

10 The Stamp Duty and Registration Charges payable on this indenture of Lease and in respect of any related documents shall be borne and paid by Lessor alone. Each party hereto shall bear and pay its own respective Solicitor's Fees or Advocate Charges.

11. The Lessor shall have no objection whatsoever if the 'Demised Premises' is sub leased to Assam Gas Company Limited, a company duly incorporated under the provisions of Companies Act, 1956 and having its registered office at P.O: Duliajan, Dist: Dibrugarh, State: Assam PIN: 786602 by "Lessee".

SCHEDULE OF PROPERTY (“DEMISED PREMISES”)

ALL THAT piece or parcel of land or ground admeasuring _____ Square Meters (_____ Bigha, _____ Katha, _____ Lechas), bound by Dag No: _____, Patta No: _____, and is situated at

_____ and bounded as follows:

On or Towards the NORTH by:

On or Towards the SOUTH by:

On or Towards the EAST by:

On or Towards the WEST by:

AND refereed herein above as the “Demised Premises”

AND shown bounded by _____ colour boundary line on the Plan annexed hereto.

SIGNED AND DELIVERED by the }
within named **LESSOR** }
Shri/Smt. _____ }

In presence of:

1. _____
2. _____

SIGNED AND DELIVERED by the }
within named **LESSEE** }
Shri/Smt. _____ }

In presence of:

1. _____
2. _____