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Зайкыра Petroleum

M/s. SAIKRUPA PETROLEUM,  
BABAPUR - MAKTA

353618

## **LAND LEASE AGREEMENT**

**Dated 10th Day of December 1997**

**Between**

**SHRI HANUMANTRAO RAMJI WAGHALEKAR**  
**C/o M/s WAGHALEKAR AUTOMOBILES,**  
**DHANEGAON, NANDED**

**AND**

**HINDUSTAN PETROLEUM CORPORATION LTD.**



3836/96

OFFICE OF THE  
JOINT DISTRICT REGISTRAR  
NANDED, MAHARASHTRA  
MAH/CCRA/DIST/005



STAMP DUTY

महाराष्ट्र  
SPECIAL ADHESIVE

Rs. ≈ 0007500

10.12.97

281988

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INDIA

MAHARASHTRA

# 11101074129

*[Signature]*  
for Collector of Stamps  
NANDED.

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रु १९९७ व डिपेंड  
६ १० तारखेस ४१४०४५  
हरम्यान दुय्यम निबंधक, नांदेड-३  
उद्देरीत माणून दिला

की घेतली ती लपये  
गोंदणी फीस २५०० रु.  
फोटो पाने १३-१५५ रु.  
कार्यालय फीस ११ रु.  
शेरे फीस २ रु.  
रजुवात फी २ रु.  
एकूण फी २५९७ रु.

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दुय्यम निबंधक  
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LAND LEASE AGREEMENT Rs. 2,50,000/-

AGREEMENT OF LEASE MADE AT NANDED THIS  
TENTH DAY OF DECEMBER ONE THOUSAND NINE HUNDRED  
AND NINETY SEVEN BETWEEN SHRI HANUMANTRAO RAMJI  
WAGHALEKAR (HEREAFTER CALLED THE "LESSOR"

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IN WHICH EXPRESSION ARE INCLUDED. UNLESS SUCH INCLUSION IS INCONSISTENT WITH THE CONTEXT, HIS RESPECTIVE 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, BOMBAY - 400 020 (HEREINAFTER CALLED "THE LESSEE" IN WHICH EXPRESSION ARE INCLUDED UNLESS SUCH INCLUSION IS INCONSISTENT WITH THE CONTEXT ITS SUCCESSORS AND ASSIGNS) OF THE OTHER PART :

WHEREBY IT IS AGREED AS FOLLOWS :

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WHEREAS THE LESSOR IS POSSESSED OF OR OTHERWISE WELL AND SUFFICIENTLY ENTITLED FREE FROM ENCUMBRANCES TO A PIECE OR PARCEL OF LAND SITUATED AT GUT NO. 30 ON AKOLA-NANDED ROAD, VILLAGE BABAPUR MAKTA, TG. & DIST. NANDED & MORE PARTICULARLY DESCRIBED IN THE SCHEDULE HERETO AND DELINEATED ON THE PLAN HERETO ANNEXED BEING THEREON SURROUNDED BY A RED COLOUR BOUNDARY-LINE CONTAINING BY ADMEASUREMENT 4800 SQ. METER OR THEREABOUTS AND HEREINAFTER REFERRED TO AS "THE DEMISED PREMISES". AND WHEREAS THE LESSEE REQUESTED THE LESSOR TO GRANT THEM A LEASE OF THE DEMISED PREMISES FOR A PERIOD OF 29 YEARS IN THE MANNER HEREINAFTER APPEARING.

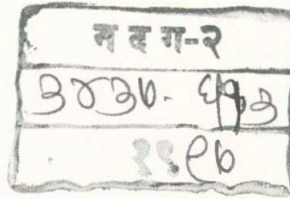
AND WHEREAS THE LESSOR HAS AGREED TO GRANT TO THE LESSEE A LEASE OF THE DEMISED PREMISES FOR THE PERIOD OF 29 YEARS FOR THE TERMS HEREINAFTER REFERRED TO AND CONTAINED.



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THE PERMISSION OF THE LESSOR, FOR PURPOSE OF STORING, SELLING OR OTHERWISE CARRYING ON TRADE IN PETROLEUM PRODUCTS, OIL AND KINDRED MOTOR ACCESSORIES OR ANY OTHER TRADE OR BUSINESS WHICH THE LESSEE MAY THINK FIT, UNTO THE LESSEE FOR A TERM OF 29 YEARS (INCLUDING THE EXTENDED PERIOD AT THE OPTION OF LESSEE) COMMENCING FROM FIRST DAY OF MARCH 1995 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 THE RENT FOR FIRST TEN YEARS EFFECTIVE 01-03-1995 TO 28-02-2005 @ RS. 3500/- P.M. (RUPEES THREE THOUSAND FIVE HUNDRED ONLY PER MONTH), THE NEXT TEN YEARS EFFECTIVE 01-03-2005 TO 28-02-2015 @ RS. 4000/- P.M. (RUPEES FOUR THOUSAND ONLY PER MONTH), THE NEXT NINE YEARS EFFECTIVE 01-03-2015 TO 28-02-2024 @ RS. 5000/- P.M. (RUPEES FIVE THOUSAND ONLY PER MONTH), PAYABLE ON OR BEFORE THE FIFTEENTH DAY OF EACH SUCCEEDING ENGLISH CALENDER MONTH SUBJECT HOWEVER TO SAID MONTHLY RENT BEING REDUCED PROPORTIONATELY IN THE EVENT OF ANY PORTION OF THE DEMISED LAND BEING ACQUIRED BY ANY AUTHORITY FOR ROAD WIDENING OR FOR ANY PUBLIC PURPOSE.



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1. THE LESSEE DO HEREBY CONVENANT 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 LICENSES AND PERMITS IN RESPECT OF THE DEMISED PREMISES BY REASONS OF IT BEING USED FOR STORING, SELLING OR OTHERWISE CARRYING ON TRADE IN PETROL, PETROLEUM PRODUCTS ALL AND KINDRED ACCESSORIES AND TO OBSERVE AND PERFORM ALL LOCAL POLICE AND MUNICIPAL RULES AND REGULATIONS IN CONNECTION WITH SUCH USES.
- c> TO PAY ALL CHARGES FOR GAS OR ELECTRICITY CONSUMED IN UPON THE DEMISE PREMISES AS SHOWN BY THE SEPARATE METER OR METERS THEREOF AND TO PAY THE RENT OF SUCH METER OR METERS.
- d> TO PERMIT THE LESSOR AND THEIR AGENTS DULY AUTHORISED BY HIM TO ENTER INTO AND UPON THE DEMISED PREMISES AT ALL REASONABLE TIMES FOR THE PURPOSES OF VIEWING THE CONDITIONS OF THE DEMISED PREMISES.





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- e) 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 EXPLOSIONS OR ANY OTHER ACCIDENT CONSEQUENT UPON SUCH CASES OF THE DEMISED PREMISES AS AFORESAID.
- f) TO DELIVER UP THE DEMISED PREMISES TO THE LESSOR AT THE EXPIRATION OR SOONER DETERMINATION OF THE DEMISED PREMISES IN ITS FORMER CONDITION.
- g) TO PAY AND DISCHARGE ALL EXISTING AND FUTURE GOVERNMENT, MUNICIPAL, OR OTHER RENTS, CESSSES, RATES, TAXES AND ASSESSMENTS PAYABLE IN RESPECT PREMISES AND THE SAME SHALL NOT BE RECOVERABLE FROM THE LESSOR, ARREARS OF RENTAL FROM 01/03/1995 TO 10/12/1997 SHALL BE PAID BY THE LESSEE ON THE EXECUTION OF THIS LEASE DEED.

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2. THE LESSOR DO HEREBY COVENANT WITH LESSEE AS FOLLOWS :

- a) THAT IF THE LESSEE SHALL PUNCTUALLY PAY THE RENT AND OBSERVE AND PERFORM THE COVENANTS AND CONDITIONS ON THE PART OF THE LESSEE SHALL QUIETLY ENJOY THE DEMISED PREMISES DURING THE PERIOD OF THE LEASE OR ITS RENEWAL WITHOUT INTERRUPTION BY THE LESSOR OR ANY PERSONS LAWFULLY CLAIMING UNDER IN OR IN TRUST FOR THE LESSOR OR OTHERWISE WHOSOEVER.
- b) THAT THE LESSOR WILL NOT SELL OR AGREE TO SELL THEIR TITLE AND INTEREST IN THE DEMISED PREMISES UNTIL THE EXPIRATION OF 90 DAYS AFTER THEY SHALL HAVE GIVEN TO THE LESSEE NOTICE OF THEIR INTENTION TO SELL WHICH NOTICES STATE THE PRICE AT WHICH THE LESSOR SHALL INTEND TO SELL AND SUCH OTHER PARTICULARS AS THE LESSEE MAY REQUIRE AND SHALL GIVE AN OPTION TO THE LESSEE 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.

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c) IF THE LESSEE DOES NOT EXERCISE THE OPTION TO PURCHASE THE DEMISED PREMISES THE LESSOR WILL INFORM THE PROSPECTIVE PURCHASER OF THE LEASE AGREEMENT AND ITS TERM ENTERED INTO WITH THE LESSEE AND REFUND TO THE LESSEE THE AMOUNT OF RENTAL DUE FOR THE REMAINING PERIOD OF THE LEASE IF THE SAME IS PAID IN ADVANCE.

3. PROVIDED ALWAYS AND IT IS MUTUALLY AGREED AS FOLLOWS :

a) THE LESSEE SHALL BE AT LIBERTY TO LICENCE OR SUBLET THE DEMISED PREMISES OR ANY PART THEREOF FOR USE FOR ALL OR ANY OF THE PURPOSES AFORESAID WITHOUT THE CONSENT 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 SCREEN, COUNTERS PARTITIONS, BENCHES SHELVES, LOCKERS AND SUN BLINDS AND GAS, ELECTRIC FITTINGS, LIGHTS AND FANS AND CONSTRUCT OTHER BUILDINGS, STRUCTURES, WELLS, TUBEWELL OR INSTALL EQUIPMENTS AND



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(2) TO REMOVE THE SAID FIXTURES AND FITTING AND ALSO THE SAID UNDERGROUND TANKS AND DELIVERY PUMP(S) AND SHELTER WITH THEIR APPURTENANCES AND OTHER BUILDING ERECTIONS AND EQUIPMENTS 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 LICENSEES TO OR FROM ANY PART OF THE DEMISED PREMISES.



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d) IF ANY RENT SHALL BE 90 DAYS IN ARREARS (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 FOR 90 DAYS AFTER NOTICE HEREOF TO THE LESSEE THE LESSOR MAY REENTER FORTWITH UPON THE DEMISED PREMISES OR UPON ANY PART THEREOF IN THE NAME OF WHOLE AND THE LEASE SHALL THEREUPON DETERMINE BUT WITHOUT PREJUDICE TO ANY CLAIM WHICH EITHER PARTIES HERE TO MAY HAVE AGAINST THE OTHER IN RESPECT OF ANY BREACH, NON PERFORMANCE OF ANY OF THE COVENANTS AND CONDITIONS HERININ CONTAINED.

e) THE LESSEE SHALL BE AT LIBERTY TO DETEMINE 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 PAYBALE IN RESPECT OF THIS AGREEMENT AND DUPLICATE THEREOF SHALL BE BORNE AND PAID BY THE LESSEE. THE LESSEES SHALL RETAIN THE ORIGINAL AGREEMENT AND THE LESSOR THE



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DUPLICATE THEREOF IN WITNESS WHEREOF THE LESSOR AND SHRI S.K. BHATNAGAR, THE DULY CONSTITUTED ATTORNEY OF THE LESSEE HAVE HEREUNTO SET THEIR RESPECTIVE HANDS THE YEAR FIRST ABOVE WRITTEN.

THE SCHEDULE REFERRED TO ADMESURING 4800 SQ. METER AREA BEARING GUT NO. 30 SITUATED LYING AND BEING ON THE AKOLA-NANDED ROAD, AT VILLAGE BABAPUR MAKTA IN TG. & DIST. NANDED AND BOUNDED AS FOLLOWS ON TOWARDS THE EAST NANDED-AKOLA ROAD AND ON TOWARDS WEST IRRIGATION CANAL AND ON TOWARDS SOUTH AGRI. LAND GUT NO. 31 AND ON TOWARDS NORTH AGRI. LAND GUT NO. 28

SIGNED BY THE ABOVE NAMED LESSOR [Signature]  
 (Tanumantra Ramji Waghalekar)  
 occ: Business. Age: 37  
 Residence: Waghala, Tal. Nanded

IN PRESENCE OF \_\_\_\_\_

LEASE  
 SIGNED BY ABOVE NAMED THE DULY CONSTITUTED ATTORNEY OF HINDUSTAN PETROLEUM CORPORATION LTD. [Signature]  
 IN PRESENCE OF [Signature] Sanjeev Kumar Bhatnagar  
 36 yrs. Service  
 264 N3 CIDCO AURANGABAD

DATE 1) ASHOK B. JADHAV  
 38 yrs. HPCL, Nanded.  
 2) [Signature]  
 Anil P. Chinchwanekar  
 Bus. Nanded.





