

LEASE AGREEMENT FOR MOTHER CNG STATION AT KOTHRUD, DIST. PUNE

THIS INDENTURE made this 22ND day of JULY Two Thousand Thirteen
Between

Pune Mahanagar Parivahan Mahamandal Ltd., (PAN NO. AAACP4068L) a company incorporated under the Indian Companies Act, 1956 having its registered office at PMT Building, Shankarshet Road, Pune 411037 hereinafter called as the **LESSOR**, through its Authorized Signatory Mr. Dattatraya M. Tulpule (Jr. Civil Engineer), Age :- 38 years, Occ:- Service, Having address as mentioned above (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) who has been authorized to give the land on lease and enter in to an agreement properly fare and author of **ONE PART** (Here after termed as **PMPML** for the sake of brevity)

AND

Maharashtra Natural Gas Limited (PAN NO. AAECM5536G) a company incorporated under the Indian Companies Act, 1956 having its registered office at A-Block, Plot No.27, Narveer Tanajiwadi, P.M.P.M.L. Bus Depot Commercial Bldg., 1st Floor, Shivaji Nagar, Pune - 411 005, MAHARASHTRA (MS), hereinafter called as the **LESSEE**, through its Authorized Signatory Mr. Chakresh Kumar Jain (Director-Commercial), Age :- 59 years, Occ:- Service, Having address as mentioned above (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** sufficiently entitled to take on lease the subject piece and parcel of land. (Here after termed as **MNGL** for the sake of brevity).

The Lessor is the exclusive owner of all that piece of land bearing Survey No. 79/4+5A, 80(P) situated, lying and being at Village KOTHRUD, DIST. PUNE more particularly described in the Schedule "A" & "B" hereunder written, hereinafter referred to as "the demised premises" in pursuance of & subject to the resolution No. 30 dt.16/7/2012, Lessor is executing following indenture. The following indenture is subject to the above said resolution.



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AND WHEREAS the Lessor has now agreed to give a piece & parcel of land admeasuring maximum up to 1100 sq.mtrs. (800 sq.mtrs for CNG compression facility & 300 sq.mtrs for CNG dispensing unit facility) on the terms and conditions contained herein.

NOW THIS INDENTURE WITNESSETH -

In pursuance of the said agreement and in consideration of the lease rent hereby agreed and the Lessee's covenants hereinafter mentioned, the Lessor hereby demise unto the Lessee the demised premises, to hold the demised premises unto the Lessee (and his/their, executors, administrators successors-in-interest and assigns) for a period of **15 years (Fifteen years)** commencing from the 22nd day of July 2013 till 21st day of July 2028 at a monthly rent of the year for which it is due.

Lessee shall pay the monthly rental of Rs. 1.00 (Indian Rupee One Only) per sq.ft./per sq.mtr. for the month in which the said agreement is registered & / or acquiring possession of the lease premises whichever is earlier. Maximum area to be leased out is up to 1100 Sq.mtrs. (Eleven Hundred Sq.mtrs. only). After tenure of lease period that is 15 years, lease agreement will be extended as per the terms and conditions as mutually agreed between the parties subject to the approval by the Board of Director of PMPML for further 10 years.

That in consideration of the rent herein reserve and of the covenants and conditions herein contained on the part of the Lessee to be paid, observed and performed and the Lessor doth/do hereby demise unto the Lessee ALL THAT piece or parcel of land admeasuring about 1100 sq. mtrs. situated at Survey No. 79/4+5A, 80(P) situated, lying and being at Village KOTHRUD, DIST. PUNE or thereabout, more particularly described in the Schedule "B" hereunder written, hereinafter referred to as 'the demised premises' 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.

This agreement is in connection with the Supply Agreement dt.2/5/2008 & will be read as a part and parcel of this agreement.



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AND TOGETHER ALSO with full and free liberty to the lessee to use the demised premises as a storage depot as mother station for the purpose of selling or otherwise dealing in or of receiving, storing, treating Natural Gas in any of its forms or handling for distribution of Compressed Natural Gas to the various stations only in the name of MNGL. For this purpose MNGL will/has obtain the License in the own name & any other permissions as required for running of the Mother Station or carry out the business. The Lessor shall not be held liable for the business of the Lessee in the demise premises.

AND TOGETHER ALSO Lessee can alter or erect any structure with written prior permission of lessor in the leased premises.

AND TOGETHER ALSO with full and free liberty to the lessee in their own name, to erect and maintain in the demised premises all manner of equipment, plant, buildings, machinery, Cascades, godowns, compressors, dispenser units, sheds and other structures, fixtures, appliances and facilities as per the norms and regulations of prevailing laws.

AND TOGETHER ALSO with the right to construct, lay and maintain over, along and under and within 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 main gas pipeline to the premises with their own cost, hereby demised with the prior written permission of the lessor.

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 herewith for the activity of mother station only.

AND TOGETHER ALSO with full and free liberty for the Lessee to construct on their own cost 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 with written prior permission of lessor.

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



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regulations of prevailing laws. The Lessor shall not be responsible or liable for any irregularity for the act done by the Lessee in the demise premises.

YEILDING AND PAYING therefore throughout the said term the following monthly net rent on or before the 15th day of each and every month immediately preceding clear of all deductions.

- I. **AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS;**
1. Lease premises is to be used for mother stations and its associated activities only and not for any other purpose.
2. To pay unto the Lessor the monthly 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. To pay and discharge at all times during the said term the Municipal Taxes in respect of the said structures erected thereon which are in force and likely to be levied in future during the lease period. Also lessee to remit the lease rent regularly net of all taxes. All taxes present and future, by all statutory authorities to be borne by the lessee during the subsistence of the lease agreement only.
3. To use the said land for all lawful purposes including receiving, storing, treating Natural Gas in any of its forms & sale of, compressed natural gas, etc. for all such purposes the Lessee shall have full liberty to make at its own cost excavations therein for foundations and construct and erect thereon any buildings or structures, Cascade, compressors, Dispensers and accessories as may be requisite for any lawful purpose of the Lessee. FSI for construction permitted will be as permissible for 1100 sq. meters and with prior written permission of the Lessor and with prior sanction of the appropriate authority.
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 all reasonable dispatches there from 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 were and tear.
5. Lessee shall obtain all the necessary permissions from the concerned authorities relating to their business activities in their own name with

their own cost. However, if any consent or NOC is required for the same, the lessor hereby agrees to provide the same without charging or demanding anything from the lessee.

6. Lessee shall be responsible for all safety measures. Lessee shall be responsible to pay all compensations and damages arising out of his activity and keep Lessor indemnified for the same. Lessor shall not be responsible for any irregularity of the Lessee at the time of running the business.
7. Insurance : The lessee may, if it wishes, obtain at its own cost, any insurance cover in respect of its goods and belongings in the Demised Premises and in respect of a claim under such insurance, the Lessee shall be entitled to receive and retain any amount settled by the Insurer. However the Insurance of the leased Premises if any may be taken by the lessor and shall keep it valid and subsisting throughout the period of occupation of the Leased Premises by the Lessee. However the issue of insurance of the leased premises is optional at the discretion of the lessor.

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 hereinbefore mentioned. The Lessor represents that they are fully competent and authorized to execute this Agreement with lessee. If any person (including but not limited to third party or any person directly / indirectly related with the premises mentioned in this agreement) objects to this agreement or challenges the ownership of the premises (mentioned in this agreement) of the Lessor or objects for the reason of want of competency and / or authority of the Lessor or for any other reason, in court of law or otherwise, the Lessor undertakes to protect the interest of lessee.
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 the agreement of supplies of CNG on its part to be performed and observed shall peaceably possess, hold and enjoy the said land during the said term



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without any interruption, eviction, hindrance or claim by or of the Lessor. Also Lessee is bound to pay all type of taxes & cess as are legally applicable for this lease permission agreement presently or even in future during the subsistence of the lease agreement applicable by Central & / or State Govt.

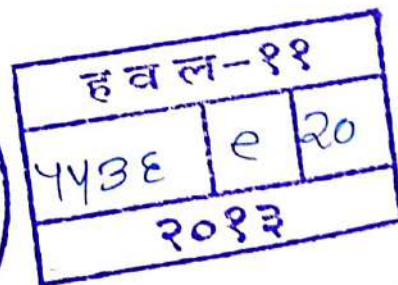
or Local authorities.

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.
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 squabble 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 Wherein the Lessees obligation to pay rent shall be modified/reduced based upon loss of use of the Demised Premises, 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 rejecting the Lessee on ground of any defect in the title of the lessor.
5. THAT 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 renewal of a license under the rules prescribed by the Explosive Act 1884 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 natural gas in any of its forms or petroleum or any of its products. However lessee will ensure that this will not restrict the regular activities of lessor in it's own premises which are not leased out.

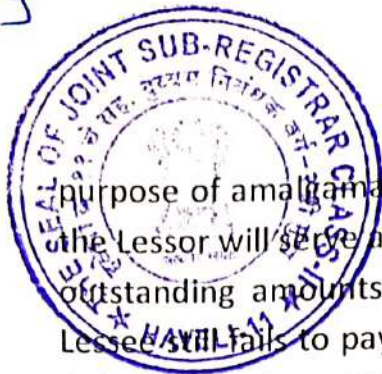
6. All the necessary legal compliance of stamp fee, registration etc. will be there of executed by the Lessee including expertise.
7. If Lessee duly performs its obligations hereunder and the agreement of supply of CNG the Lessor shall not be entitled to terminate this Agreement before expiry of its term. Chairman & Managing Director of the PMPML will be empowered to impose suitable a penalties for breach of the provisions of the Agreement up to termination of the agreement after following due process of Law and Principles of Natural Justice. PROVIDED THAT they will serve a written notice of one month on the Lessee to rectify the default/breaches. In the event the Lessee still fails to rectify the default/breaches within the said period of 30 days, then in such cases only they will be empowered to impose suitable penalties.
8. That in the event the leased Premises are sold, mortgaged, charged or encumbered, the said sale, mortgage, charge or encumbrance created will be subject to the rights of the Lessee under this Deed and that such rights shall not be affected or prejudiced in any manner, whatsoever.
9. Besides confirmation by the lessee the Lessor declares that the said land is not subject to any reservation or any intended Acquisition or Requisition at present.
10. If any permission or No Objection Certificate is required to be obtained from any authority for granting of lease of the said land as aforesaid, the Lessor shall obtain the same at his own costs as a condition precedent to the execution of the Deed of Lease.

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 &/or failure & / or disability to supply CNG at said concessional rate & / or in the part of 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



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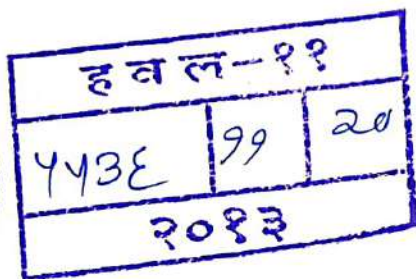
purpose of amalgamation or reconstruction then and in each of such cases the Lessor will serve a written notice of one month on the Lessee to pay the outstanding amounts and rectify the default/breaches. In the event the Lessee fails to pay the above said outstanding amounts and rectify the default/breaches within the said period of 30 days, then in such cases it shall be lawful for the Lessor or any person or persons duly authorized 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 of the covenants by the Lessee herein contained.

PROVIDED THAT THE Lessor shall not be responsible or liable for not performing any of its obligations or representations provided for in this lease deed if such performance is prevented, delayed or hindered by an act of God or any reason beyond the control of the Lessor. However if such Force Majeure cause/s cease to operate during the Lease term, then the obligation of the Lessee shall come into operation immediately.

2. THAT in the event of closure of operations of the CNG Station at the said land because of Court/Government orders, etc. Lessee will have the option to discontinue the lease of the demised premises, provided he gives a notice to the effect in writing by registered post to the Lessor of his intention to do so at least three calendar months.
3. ON the expiry of the term hereby created and subject to the observance and performance of the covenants, conditions and stipulations herein contained and on his part to be observed and performed, the lessee will have the option to renew the lease of the demised premises for a further period, at the discretion of the Lessor.
4. 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.
5. Maximum area to be provided by the Lessor to the Lessee is up to 1100 sq. meters (800 sq.mtrs for CNG compression facility & 300 sq.mtrs for CNG dispensing unit facility) only.
 6. THESE presents shall be done in duplicate and the Lessor shall keep the original and the Lessee shall have the duplicate hereof for this records.
 7. THAT the stamp duty and registration charges on these presents and the duplicate hereof shall be borne by the lessee but each party shall bear his own solicitor's cost if any.
 8. 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.
 9. Any dispute or difference arising between the parties shall be resolved amicably at the first instance. Unresolved disputes, controversies, contests, disputes, if any, shall be submitted to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 along with the rules framed there under by a sole arbitrator appointed by lessor out of the following two authorities viz. Divisional Commissioner, Pune, or Commissioner, PMC, Pune. The arbitration shall be conducted in English. The decision / award of the arbitrator shall be final / conclusive and binding on the parties. The seat of arbitrator shall be at Pune.
 10. Chairman & Managing Director of the PMPML will be empowered to impose suitable penalties for breach of the provisions of the Agreement up to termination of the agreement after following due process of Law and Principles of Natural Justice.
PROVIDED THAT, they will serve a written notice of one month on the Lessee to rectify the default/breaches. In the event the Lessee still fails to rectify the default/breaches within the said period of 30 days, then in such cases only they will be empowered to impose suitable penalties.

11. Any dispute will be subject to Pune Jurisdiction only.



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SCHEDULE 'A' ABOVE REFERRED TO -		
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ALL THAT piece of parcel of land bearing Survey No. 79/4+5A totally admeasuring about 7,500 sq. mtrs. and Survey No. 80(P) totally admeasuring 1 Hectare 98 R situated, lying at Village KOTHRUD, DIST. PUNE within the limits of Pune Municipal Corporation, Taluka : Haveli, (Maharashtra State) and within the limits of sub registrar office Pune in the district of Pune.

SCHEDULE 'B' ABOVE REFERRED TO OF THE DEMISED PREMISES -

(Subject matter of the present agreement)

ALL THAT piece of parcel of land admeasuring about 1100 sq. mtrs. carved out of land bearing Survey No. 79/4+5A totally admeasuring about 7,500 sq. mtrs. and Survey No. 80(P) totally admeasuring 1 Hectare 98 R described in Schedule "A" hereinabove lying at Village KOTHRUD, DIST. PUNE within the limits of Pune Municipal Corporation, Taluka : Haveli, (Maharashtra State) and within the limits of sub registrar office Pune in the district of Pune butted and bounded:

ON OR TOWARDS EAST : BY S.NO. 79, HISSA NO. 6+5B;

ON OR TOWARDS WEST : BY S.NO. 79, HISSA NO. 4+5A(P);

ON OR TOWARDS NORTH: BY S.NO. 79, HISSA NO. 4+5A(P);


ON OR TOWARDS SOUTH: BY S.NO. 79, HISSA NO. 4+5A(P).

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


IN WITNESS WHEREOF the parties have duly executed these presents the day and year first above written on 22ND day of JULY Two Thousand Thirteen at Pune.

WITNESSES :




Jr. Engineer (Civill)
Pune Mahanagar Parivahan Mahamandal Ltd

LESSOR


1.
SIGN: 
NAME: R. R. Chaudhary
ADDRESS: PMPL, Pune -

(Mr. Dattatraya M. Tulpule)


For and on behalf of

Pune Mahanagar Parivahan Mahamandal Ltd.





LESSEE

2.
SIGN: 
NAME: KARTIK TARKU
ADDRESS: MNGC, PUNE.

(Mr. Chakresh Kumar Jain)

For and on behalf of

Maharashtra Natural Gas Ltd.



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