

HEAD LEASE DEED

(To be typed on a stamp paper of appropriate value)

This Deed of lease made atDistrict this 21st day of April Two Thousand Seventeen betweenS/o....., agedyears, residing at....., hereinafter called the “Lessor” in which expression are included unless such inclusion is inconsistent with the context their respective heirs, executors, administrators and assigns) of the one part.

And

..... S/o....., aged..... years, residing at
(hereinafter called the “Lessee” in which expression are included unless such inclusion is inconsistent with the context its under tenants) of the other part whereby is agreed as follows: -

WHEREAS the Lessor is the lawful and absolute owner and having unencumbered possession of the piece of land measuring bearing Katha NumberPropertysituated at (full address of property) and more particularly described in the schedule hereto and delineated on the plan heretoannexed being thereon surrounded by a Red colour boundary line containing by admeasurement areaor thereabouts and hereinafter referred to as “Scheduled Property”.

AND WHEREAS the Lessee requested the Lessor to grant lease of the schedule property for a period of twenty years (20years) from (period) on the terms and conditions herein contained and renewable in the manner hereinafter appearing.

AND WHEREAS the Lessor has agreed to grant to the Lessee a lease of the Schedule Property for the period of twenty years (20years) and renewable thereafter as herein provided at a monthly rental and on the terms and conditions hereinafter referred to and contained.

ANDWHEREAS the Lessor has agreed to grant a lease of the Schedule Property and premises to the Lessee for 20 years on the terms and conditions contained hereafter for

the purpose of the Lessee's business viz for the purpose of erecting Retail Outlet of Mangalore Refinery and Petrochemical Ltd or its group company/assignee(hereinafter referred as "MRPL") a petrol and / or High speed Diesel Oil Pump and servicing and lubricating stations and for using the Schedule property and premises as oil and / or Retail Business (ARB) including provision of Automatic Teller Machine (ATM Counter) Public call office. E-Com Cyber kiosk / Cyber care. Convenience store Restaurant, office or any other trade or business or facilities as desired by MRPL (hereinafter referred to as "purpose").

AND for achieving the said purpose the Lessor hereby unconditionally agrees & permits the Lessee to enter into Sub-Lease with MRPL and further Lessor hereby agrees, confirms and unconditionally permits MRPL to further sub-lease / Sub-let/to let on license the Schedule Property to any other person or party or organization as it deems fit and necessary.

AND WHEREAS the parties hereto have agreed to obtain (or obtained) the permission of the District Collector / District Magistrate/Deputy Commissioner of the District/City and Municipal / Revenue local Authorities and all other public bodies and / or authorities sanctioning the use of the schedule property premises for non-agricultural and industrial purpose and specifically for the purpose of erection of MRPL Petrol Pump/Retail Outlet, Service and lubricating stations and / or the storage of the aforesaid. The charges for the aforesaid activity are to be borne by the LESSOR.

AND WHEREAS the parties have agreed to execute this Lease Deed and NOW THIS DEED WITNESSETH THAT in pursuance of the hereinbefore recited agreement and in consideration of the rent hereinafter reserved and the Lessee's covenants hereinafter contained the Lessor do and each of them doth hereby demise and leases upto the Lessee all that piece of land along with all the facilities therein situated lying and being in piece of land measuring East-West: Mts, North-South: Mts bearing Katha Number Property No. situated atthe limits ofGramapanchayath,Hobli,Taluk or thereabouts together with all ways, passages lights drains, sewers,

watercourses, easements, rights advantages and appurtenances whatsoever to the said piece or parcel of the land belonging or therewith hold or enjoyed and together also with the right for the Lessee/or sub-Lessee to install, erect and maintain in upon and underneath the said piece of land petrol and or High speed Diesel Oil Pump storage tanks, Servicing and lubricating stations, roads, culverts and erections ancillary there to whether of a permanent or temporary nature as the Lessee or Sub-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, automatic Teller Machine (ATM Counter). Public call office E-Com Cyber kiosk / Cyber care, convenience store, Restaurant. Officer or any other trade of business or facilities which the Lessee may think fit and all other structure(s) now or hereafter standing on the Schedule Property and together also with the right for their Lessee there sub-Lessee, agents , Local dealers, representatives, licenses, customers and other authorized persons to use the premises hereby demises at all times and for all purpose whatsoever TO HOLD UNTO THE Lessee for a terms of 20 years commencing from but renewable and determinable as hereinafter provided yielding and paying therefore during the said terms a monthly rent as mentioned below:-

1. The Lessee shall pay to the Lessor monthly rent of Rs, (Rupees) for the schedule premises for the period of 20 years starts from
2. The Lessee shall pay the aforementioned monthly rent for the schedule premises payable by 10th of each succeeding calendar month to which it relates.

AND THIS DEED FURTHER WITNESSETH

1. That the Lessee do so as to bind their successor and assigns hereby covenant with the Lessor as follows.
 - a. That the Lessee shall during the said term pay the said monthly rent for the existing Sq. Mts of the Schedule Property as mentioned below.

Write the Lease rental terms here

Payable by regular monthly payments in advance on the tenth day of each and every month the first of such payments being payable on the 10th day of (month) (year) and also on the determination of the said terms during any month then paying the proportionate part of that month's rent in respect of the portion of the particular month elapsed at the time of determination subject however to the 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 and upon the conditions of the performance and observance of the covenants and conditions on the part of the Lessee hereinafter contained hereinbefore reserved as rent to the Lessor upon the condition and in the manner aforesaid. At the expiry of the said term of 20 years, the lease is renewable on mutually agreed terms in writing.

- b. That the Lessee shall be liable to pay and discharge any municipal or other rates, charges, taxes assessments, dues and outgoings which now or may at any time hereafter during the continuance if the said term be imposed assessed and charged on the Schedule property or occupier in respect thereof the end and intent being that the monthly rent hereinabove reserved is Gross i.e. inclusive of all payment except as may have expressly been provided otherwise hereunder.
- c. In addition to the rent hereby reserved the Lessee shall also pay and discharge regularly the bills and charges for consumption of water and or electric energy or any other cess or outgoings in respect of the energy of any nature consumed on the Schedule Property by the Lessee and also water meter and electric meter hire and repair charges for the same.
- d. The Lessee shall pay and discharge all Municipal license fee, storage of explosive license fees, factory license fees, if any, and any other charges, cesses, taxes, levied, payable to any public or local authority directly in respect of the business carried by the Lessee and the use of the Schedule Property for the purpose.
- e. The Lessee shall pay and discharge all bills and repair charges and outgoings in respect of telegram, telephone and phonograms and other

charges payable to the Indian posts and Telegraphs Department in respect of the Telephonic installations that may be kept and installed on the demised premises.

- f. The Lessee shall permit the Lessor or any of them or their or his duly authorized agent or agents when called upon to do so on being given at least 48 (forty eight) hours previous notice in writing at all reasonable times during the said term to enter into and upon the Schedule property or any part thereof to view and examine the state and condition thereof.
- g. The Lessee shall not use or carry on or permit to be used and carried on the Schedule Property or any part thereof any particular vocation. Business or manufacture which may not be permitted by the Municipal or other public body or authority and will comply with the requisitions and demands of the Municipal or other public body or authority in that behalf.
- h. The Lessee shall be free to use the Schedule Property for itself and for all its associated concerns. The Lessee shall also be entitled to use the said premises for their agents, sales representatives, customers and all other authorized persons and shall be free to assign, transfer-sublet, underlet or part with possession of the same or any part thereof to any persons whomsoever choose without the consent of the Lessor, provided the premises hereby demised are used for the purpose and intent for which this lease is granted and not for any other purpose.
- i. To deliver up vacant possession of the Schedule Property to the Lessor upon the expiration or sooner determination of the said term and to remove with all reasonable dispatch there from all buildings structures and plant and all its other property thereon at its own cost and restore the Schedule Property in its original condition save and except normal wear and tear.
- j. To exercise due precaution in using the Schedule Property against explosion, fire or other accident and to comply with all regulations under the Petroleum act, 1934.

PROVIDED ALWAYS AND IT IS AGREED AND DECLARED that at expiration of the said term of 20 years this lease will be renewed on mutually agreed terms. Fresh deed will be registered for further period as per mutually agreed terms and conditions. The renewed lease will be under subject to the same covenants, conditions and agreements as are herein contained including the present covenant for renewal.

II. The Lessor do as to bind their respective heirs, executors, administrators and assigns doth hereby covenant with the Lessee as follows.

- a. That the Lessor have full power and absolute authority to demise the said premises in the manner hereinbefore mentioned.
- b. The Lessor has assured the Lessee that there is no mortgage (legal or equitable) charge, lien, security or other encumbrances whatsoever over and in respect of the Schedule Property and that the Schedule Property is not subject to any pending proceedings, attachment of court or adverse claim and that there are no arrears of quit rent or property taxes or other statutory dues in respect of the Scheduled Property.
- c. That on the Lessee paying the rent hereby reserved and observing and performing all the several covenants and agreements hereinbefore contained and on their part to be observed and performed the Lessee shall peaceably hold and enjoy the Schedule Property during the said term without any interruption by the Lessor or any person lawfully or equitably claiming from under or in trust for them or any of them and the Lessor hereby declare that they have good title and full right to grant and demise the Schedule Property.
- d. The Lessor will not do or suffer or permit to be done on the adjoining premises of the Lessor in Possession of themselves or any of their tenants or representatives and interest anything whatsoever which at any time or become a nuisance to the Lessee in using the Schedule Property for Petrol and / or High Speed Diesel Oil Pump service and lubricating station, storage of petroleum products and for the purpose of the business of the Lessee or do or omit to do or cause to be done any act things or matter whereby the use of the said premises may in any way be hazardedly affected or damaged and hereby indemnify and

keep indemnified the Lessee against all claims or demands, suits decrees or awards whatsoever which may be brought or passed against the Lessee by reason of any breach of this covenant in any manner whatsoever which may be brought or passed against the Lessee by reason of any breach of this covenant in any manner whatsoever.

- e. That the Lessee will be entitled and the Lessor and each of them shall permit and allow the Lessee to lay erect, build maintain and repair in upon or underneath, the Schedule Property all electric cables, telephone wires, gas pipes, storage tanks, containers, receptacles, outfits, pumps service stations sun blinds, gas and electric fittings plant machinery, depots, private railway sidings, sewers, drains, for precautionary instruments, bore wells, fencing common walls, warehouses office buildings, loading platforms, residential quarters and such other installations erections buildings etc., in such manner absolutely as the Lessee may think fit for the purpose of the business of the Lessee and for beneficial enjoyment by the Lessee of the Schedule Property for their aforesaid use and business.
- f. That the Lessee shall be entitled to carry out such additions, erections and alterations to the Schedule Property or any part thereof either extremely or internally as may be necessary for the purposes of the work and business of the Lessee subject however to the Municipal bye laws and other statutory rules and regulations for the time being in force.
- g. The Lessee shall also be entitled and be at liberty to affix, place or display name board sign boards, advertisement boards of any nature whatsoever in relation to the business of the Lessee or its sales and local dealers or under Lessee or licensees to, in upon or form any part of the demised premises.
- h. The Lessee shall be entitled to excavate, dig or break open the surface of any part of the Schedule Property at any time during or after the expiration of the term hereby granted and to remove any tone, sand, gravel, clay earth or other material there from for the purpose of erecting, laying maintaining and / or removing storage tanks, containers, receptacles and other erections or

installations for the purpose of the business of the Lessee or their assigns under Lessee, dealers and distributors.

- i. The Lessee for the purpose of the construction and erection mentioned in any of their preceding Sub-clauses shall be entitled to allow any dealer sub dealer agent, person or other authorized representative to enter upon the Schedule Property and to build and erect according to the Lessee's specifications requisite items herein mentioned without any let hindrance or obstruction from the Lessor or any of them or any other person darning by the through or under any of the Lessor.
- j. That the Lessee will be at liberty to remove all tanks, plant, buildings, or structures, pumps, erections, fixture, installation, pipes and pipelines boundary wall and / or fencing installed erected or constructed and brought in by it notwithstanding that they comprise fixtures embedded 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.
- k. THAT the Lessor shall at all-time 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 suable on account of any claim put forward by any party in respect of the Schedule Property excepting as regards the provisions laid down under the Land Acquisition Act or any other Act for the time being in force or as regards the illegal use by the Lessee of the demised premises, the Lessor agreeing to defend and maintain any suits that may be filed for ejecting the lessee on ground of any defect in the title of the Lessor and in case the Lessee is compelled to vacate the Schedule Property to make good to the Lessee any loss or losses occasioned thereby and without prejudice to the foregoing in particular will hold the Lessee harmless and indemnified against all losses, costs, charges and expenses occasioned to the Lessee by 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 an required to be paid for the alternate site.

1. THAT the Lessor shall not at any time do or permit or suffer to be done upon and land adjoining the Schedule property 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 a renewal of a license under the rules prescribed by the petroleum act or any other act for the time being in force enabling the Lessee to use the Schedule Property for the purpose of selling or otherwise dealing in or of receiving, storing, treating or handling for distribution of petroleum or any of its products.
- m. THAT the Lessee shall have full liberty to sub-let or license the Schedule Premises to MRPL for any lawful Purposes without restriction and without any further reference to the Lessor and this clause shall at all times be deemed to be written consent of the Lessor for the purpose.
- n. THAT the lessor shall regularly pay rent to the superior landlord which may be payable for the Schedule Property and also pay and discharge all existing and future rates, taxes, charges, assessments including non-agricultural assessment and outgoing whatsoever imposed or charged upon the Schedule Property or owned thereof and payable to Government or any local or public body or Authority (save and except Municipality) for the land and keep the Lessee indemnified in respect thereof. In case of any default in payment by the Lessor, the lessor hereby agree to appropriate all payments mad by the Lessee, on behalf of the lessor with appropriate interest, against rental payments due to the Lessor.
- a. The Lessee and or MRPL or its Dealers/ contractors their agents, licenses or other authorized representatives shall be free and entitled to establish various customer oriented facilities / Allied Retail business such as ATMs, Convenience Cyber Cafes Etc., at the Schedule Property without the consent of the Lessor.

- b. The Lessor hereby also agrees and provides his consent and no objection for the Lessee to obtain additional land adjacent to the Schedule Property either from the Lessor or from any third party through this agreement or through any other / separate Agreement in case of any demand from MRPL and or from any statutory authority such as NH, PWD etc. for establishing / extending MRPL retail outlet.

III. AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows.

- a) THAT if the rent hereby reserved or any part thereof shall be in arrears for a period of consecutive six calendar months and the Lessee fails to pay the same within a fortnight from the date of service of notice by the Lessor demanding payment , then Lessor can demand the same from MRPL and MRPL is at liberty to pay the same within 15 days to the Lessor under protest and MRPL can claim such rentals / outgoings paid to the land lord or to any authority from the Lessee with interest and MRPL is also at liberty to adjust the same from the Dealership commission if any to be paid to the Lessee.
- b) 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, 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 option absolutely determine and the Lessor shall hence forth peaceably hold and enjoy the same as if these presents hand not been made but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the covenants by the Lessee herein contained.
- c) Notwithstanding anything herein contained to the contrary, the Lessee shall not be entitled to determine the Lease for any reason without written consent of MRPL. In case MRPL agrees for determination / termination of the lease in writing then three months previous notice in writing to be provided to the Lessor and in the event of Lease being determined as aforesaid these presents

shall come to an end and the Lessor shall not be entitled to claim any compensation whatsoever from the Lessee for such earlier determination and the Lessee shall be entitled to remove and take away all the buildings structures, fixtures, fittings and items mentioned herein at the expiration or sooner determination of the term hereby granted or within six months thereof without any objection on the part of the Lessor or any of them or any person or persons claiming through or under any of them. Further Lessor agrees that at the completion of lease period the Schedule Property will be given back in as and where condition only. The Lessor shall be entitled to the rent reserved herein above for the said period of six months, or till the vacant possession is handed over to landlord.

- d) The lessor unconditionally agrees that Lessor shall not have any right to determine or terminate or cancel the lease during the course of the lease agreement save on the events provided under Clause III(a) above.
- e) The Lessee shall be entitled to erect high boundary walls of cement or bricks on all or any of the Schedule Property so as to divide the Schedule Property from the adjacent properties or any of them.
- f) The Lessee shall be entitled to construct lay and maintain over, along and under the Schedule Property 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 Railway siding to the premises hereby demised.
- g) Full and free liberty for the Lessee to construct a road or roads both on the demised premises, erect a compound wall, fencing or railing layout a garden and provide such other conveniences as the Lessee at its discretion wish to provide.
- h) Full and free liberty to the Lessee at all times to re-erect or reorganize all or any of the facilities aforementioned.
- i) In the event of any portion of the Schedule Property being taken up or acquired for set back or otherwise by any authority whosoever the Lessee shall be

entitled to receive and to be paid compensation in respect of the Lessee's structures or erections standing thereon or due apportionment in accordance with law the rent payable in respect of the Schedule Property shall, in such event, abate proportionately from the date on which the possession of such set back or acquired area is taken away from the lessee.

j) If at any time during the said term of the Lease the Schedule Property shall be destroyed or damaged by fire tempest, flood, earthquake or any other means so as to become unfit for occupation or use then the rent hereby reserved or a fair and proportion thereof according to the nature and extent of the damage sustained (to be ascertained by the parties) shall be suspended ad cease to be payable until the Schedule Property shall have been again rendered fit for occupation or use provided that this agreement shall be without prejudice to all other rights and remedies to which the Lessee is or may be entitled by statute or otherwise.

k) And it lastly agreed by and between the parties hereto that the stamp and registration charges and all costs and expenses of these presents will be borne and paid by the lessee and each party shall bear and pay its own respective lawyers costs. Lessee shall retain the original lease and the Lessor the duplicate thereof.

THE SCHEDULE ABOVE REFERRED TO

All that part and parcel of land measuring East-West:bearing
Katha NumberProperty No.situated
at.....bounded by:

East: Land in Sy. No.....

West: Land in Sy. No.....

North: Land in Sy. No.....

South: Land in Sy. No.....

In WITNESS WHEREOF THE Lessor and the duly constituted attorneys of the Lessee have respectively hereinto set and subscribed their hand and seals on the day and year first hereinabove written.

LESSOR

LESSEE

SIGNED & DELIVERED by the above named Lessor in the presence of

1.

2.

SIGNED & DELIVERED by the above named Lessee Mr. _____ in the presence of.

1

2

ADD SKETCH HERE

LESSOR

LESSEE

Letter from Advocate w.r.t. land offered by the applicant confirming status of the land i.e. whether the offered land falls in Group 1 OR Group 2.

(TO BE TYPED ON LETTER HEAD OF THE ADVOCATE AND TO BE ADDRESSED TO THE MRPL) (To be submitted by Applicants)

To
The Regional Manager
MRPL (Mangalore/ Bangalore)

Dear Sir,

Sub: Details of land offered by my client.

1. This is to inform you that I have perused the documents pertaining to the land at Survey No _____ (address of the plot), Khasra / Khatouni _____ at Village _____ offered by Shri/Smt/Kum/M/s. (name of the Entity) _____, who has applied for Retail Outlet dealership of MRPL for the location _____, Dist _____ and that this land falls in the advertised area / stretch.
2. I have perused and understood the definition for member of Family for selection of Dealer for Regular and Rural Retail Outlets, pertaining to land parameter under the clause 4 of ELIGIBILITY CRITERIA FOR APPLICANTS in the Brochure, which explains how a particular piece of land falls under Owned land category (Group 1) or Firm offer category (Group 2).

In my opinion and as per the requirement of MRPL, the piece of land offered by my client falls under: -

Group 1* : Yes/No
Group 2* : Yes/No

*Strike off whichever is not applicable.

3. I have also gone through the Lease agreement for the land at Survey No ____ (address of the plot), Khasra/ Khatouni _____ at Village _____ offered by Shri/Smt/Kum/M/s. (name of the Entity) _____, who has applied for Retail Outlet dealership of MRPL for the location _____, Dist _____ and confirm that the lease agreement has a provision to sub-lease the land to the MRPL.

(para 3 above is applicable only for locations advertised under Corpus Fund Scheme (CFS sites), Other Company Owned Sites ("CODO" sites) and where the offered land is taken on Long term lease).

Place:
Date:

Signature of Advocate: _____
Name & Seal of Advocate