

THIS LEASE is made at _____ the _____day of _____
BETWEEN _____ son of _____, Hindu
Landholder by profession a _____ having his residence
at _____hereinafter called "the Lessor"
(which term or expression shall unless excluded by or repugnant to
the context be deemed to include his respective heirs executors
administrators representatives and/or assigns) of the ONE PART AND
_____ a company incorporated under the
_____ having its Registered Office at
_____ and a Branch Office at
_____ hereinafter called "the Lessee" (which
term or expression shall unless excluded by or repugnant to the
context be deemed to include its successor or successors-in-office
and/or assigns) of the OTHER PART

WHEREAS the said lessor, _____ is the owner of and in unencumbered possession of all that the piece or parcel of land measuring _____ or less and he inherited from _____, situate lying at and being portions of premises _____ more fully described in the schedule hereunder written and delineated on the map or plan hereto annexed and thereon marked _____

AND WHEREAS the Lessee have requested the Lessor to grant a lease of the above piece or parcel of land belonging to him unto and to the Lessee on the terms and conditions hereinafter contained for the purpose of the Lessee's business and or erecting _____ and for _____

AND WHEREAS the parties have agreed to execute this Indenture of Lease

1. NOW THIS DEED WITNESSETH that in pursuance of the premises aforesaid and in consideration of the rents hereinafter reserved and of the covenants conditions stipulations and agreements hereinafter contained on the part of the Lessee to be paid observed and performed the said _____, the Lessor herein so far as his Plot of land hereinbefore mentioned and belonging to him fully described in the schedule hereunder written and delineated in the map or plan hereto annexed and thereon marked _____ (hereinafter referred to as "the demised premises") do and doth hereby demise and lease the "demised premises" unto and to the Lessee TOGETHER WITH all ways, passages, lights, drains, sewers, watercourses, easements rights advantages and appurtenances whatsoever to the 'demised Premises' belonging or therewith held or enjoyed AND ALSO with the right for the Lessee to _____ and TOGETHER ALSO with the right for the Lessee _____ to use the 'demised

premises' at all times and for all purposes whatsoever TO HOLD UNTO and to the Lessee the 'Demised premises' for a term of _____years commencing from the _____day of _____with renewal option for further ____ years with fresh rental and other terms and condition YIELDING AND PAYING for the 'Demised premises' during the said term monthly rent of Rs._____/ - (Rupees _____ only) subject to escalation @ _____% every three years from _____. (such rents to be paid to the Lessor by regular monthly payments on or before seventh day of each and every month for the month immediately preceding at _____ without any deductions or abatements whatsoever subject to the performance and observance of the covenants and conditions on the part of the Lessee hereinafter contained

AND THIS INDENTURE FURTHER WITNESSETH :-

1. That the Lessee doth so as to bind its successors and assigns hereby covenant with the Lessor as follows :-

(a) That the Lessee shall during the said term pay the said monthly rents hereinbefore reserved to the Lessor on the dates and in the manner aforesaid. Rent Receipts shall be made out by the Lessor for such rents and payment to be made over to Lessor in his ECS account.

(b) The Lessee shall pay and discharge both owners and occupiers shares of Municipal or other rates, charges, taxes, assessments, dues and outgoings together with all enhancements which now or may at anytime hereafter during the continuance of the said term be imposed, assessed and charged in respect of the Demised premises or occupier in respect thereof the end and intent

being that the monthly rent here in above reserved is net i.e. exclusive of all other payments.

(c) The Lessee shall effect separate assessment of the 'demised premises' and until such assessment the Lessee shall pay proportionate share of the present Municipal taxes payable by the Lessee under clause (c) hereinabove.

(d) The Lessee shall use the 'Demised premises' for the purpose of _____.

(e) The Lessee shall arrange its own water and electric connections for the purpose of its business.

(f) 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 outgoings in respect of the energy of any nature consumed on the demised premises by the Lessee and also water meter and electric meter hire and repair charges for the same.

(g) The Lessee shall pay and discharge all Municipal Licence fees, storage fees, storage of explosives licence fees, and any other charges, cesses, taxes levied and/or payable to any public or local authority directly in respect of the business carried on by the Lessee and the use of the demised premises for the purpose and shall keep the Lessor indemnified against the same and/or against any fine or penalty therefore.

(h) The Lessee shall pay and discharge all bills and repairing charges and outgoings in respect of telephone telegram and phonogram and other charges payable to the Indian Posts and Telegraph Department in respect of the telephonic installations that may be kept and installed on the 'demised premises'.

(i) The Lessee shall permit the Lessor or his agent or agents upon 48 (forty eight) hours' previous notice in writing at all reasonable times during the said term to enter into and upon the 'demised premises' or any part thereof to view and examine the state and condition thereof.

(j) The Lessee shall not use or carry on or permit to be used and carried on the 'demised premises' 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 notices and demands of the Municipal or other public body or authority in that behalf whether issued on the Lessor or the Lessee and shall keep the Lessor indemnified against non-compliance or breach if any and/or against any fine or penalty thereof.

(k) The Lessee shall be free to use and the Lessor shall permit the use of the 'demised premises' for itself and for all its associated concerns. The Lessee shall also be entitled to use the 'demised premises' for their agents, sales representatives, distributors, local dealers, other licensees or representatives customers and all other authorized persons and such user shall not be deemed to be a transfer assignment sub-demise of the 'demised premises' and the Lessee shall remain liable for payment to the Lessor of the rents hereby reserved, and for the performance & observance of all & singular terms covenants & conditions herein contained on the part of the Lessee.

(l) To indemnify and keep indemnified the lessor against all claims, demands, suit, decrees and awards whatsoever which may be made brought or passed against the lessor by reason of any damage caused to any adjoining owner or occupant and others by reason of any explosion or other accident consequent upon such user of the demised premises by the lessee or its associate concern as aforesaid.

(m) The Lessee shall not be entitled to assign transfer, sub-let under-let or part with possession of the 'demised premises' or any part thereof to any person whomsoever without the consent of the Lessor in writing first had and obtained. The Lessee shall be expressly entitled to appoint, remove re-appoint, change and substitute any dealer, agents, licensees and other authorized representatives on and in respect of the demised premises, without the consent of the Lessor.

(n) The Lessee shall carry on at its own cost repairs to the storage tanks pumps and installations that may be erected thereon or underneath the surface by it.

(o) The Lessee shall at the expiration or sooner determination of the said term yield up and deliver peaceful and vacant possession of the 'demised premises' to the Lessor and in the event of any installations, erection, alteration or substitution having been made thereon or underneath the surface the Lessee shall at its own costs restore the same to their original state and condition in which the same have been demised. All buildings, structures, installations fittings, fixtures and erections of whatsoever kind and nature whether in upon or underneath the 'demised premises' shall during the said term and at the expiry thereof entirely belong to the Lessee who shall be bound before expiry of the Lease to take away the same provided that the Lessee shall at its own costs restore the demised premises in its original state and condition. The Lessor will not have any right title or interest therein nor shall he be entitled to appropriate or retain the same or any part thereof.

II. AND THE LESSOR DO HEREBY COVENANT WITH THE LESSEE AS FOLLOWS :

- a) That the Lessors have good title, full power and absolute authority to grant a lease of the demised premises to the lessee in the manner herein before mentioned.
- b) That on the lessee paying the rent hereby secured and observing and performing all the covenants, conditions and agreements herein before contained and on its part to be observed and performed the lessee shall peaceably hold and enjoy the demised premises during said term and any renewal thereof without objection from any person or persons lawfully or equitably.
- c) Not to do or suffer or permit to be done on the adjoining premises of the lessor in possession of him or any of his tenants or representatives in interest anything what so ever which may at any time be or become nuisance to the lessee in using the demised

premises for _____ and for the purpose of the business of the lessee or do or omit to do or cause to be done any act thing or matter whereby the use of the said demised premises may in any way be adversely affected or whereby the lessee may be prevented from carrying on its business as aforesaid.

III. AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

- a) If the rent hereby reserved or any part thereof shall be in arrears for a period of consecutive three months after becoming payable and after being demanded or if the lessees shall have committed breach of any of the covenants and conditions herein contained and on the part of the lessee to be observed and performed or if the Lessee go into liquidation whether voluntarily or compulsorily then and in any of the event it shall be lawful for the lessors at any time there after to reenter upon the said premises or any part thereof in the name of the whole and to take action to repossess and enjoy as in all his former estate and interest provided always. And it is agreed and declared the power of reentry herein above contained shall not be exercised unless and until the Lessor shall have first given to the Lessee 30 days notice in writing pointing out the breach in respect of which the right of reentry is exercised and the Lessee shall have failed to remedy the breach within a reasonable period of not less than 30 days thereafter.
- b) If at any time during the said term the demised premises shall be destroyed or damaged by fire, tempest flood, earthquake or any other unnatural means so as to become unfit for occupation or use them to the rest hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in the case the parties differ by a reference to arbitration) shall be suspended and cease to be payable until the demised premises shall have been again rendered fit for occupation or use provided that this agreed shall be without

prejudice to all other rights and remedies to which the lessee is or may be entitled statutory or otherwise.

- c) The Lessee shall be at liberty during the said term to install, erect, maintain, affix and display at their own expenses such pumps, tanks, fixtures, fittings, containers, signs, advertisements, sign boards, advertisement boards and other equipment and apparatus and things as the Lessee shall deem expedient or necessary for the purpose of their business including to storage, sale and delivery and advertisement of their products on the demised premises and to remove the same but the Lessee shall make good any damage caused to the demised premises by such removal.
- d) The Lessee shall be free to use and the Lessor shall permit the use of the demised premises by the lessee for itself and for all its associated concerns. The Lessee shall also be entitled to use the demised premises by their agents, sales representatives, distributors, local dealers, other licensees or representatives, customers and all other authorized persons.
- e) That the Lessee shall be entitled to appoint, remove, reappoint, change and substitute any dealer, agent, licensee and other authorized representatives on and in respect of demised premises without the consent of the lessors.
- f) That the Lessee shall be entitled to carry out such additions, erections and alterations to the demised premises or any part thereof either externally or internally as may be necessary for the purpose of the work and business of the lessee subject however to compliance by Lessee of the all Municipal Bye Laws and other statutory rules and regulations for the time being in force and shall be entitled to obtain all sanctions for such additions, erections and/or alterations as may be required for the purpose of operating the said _____.
- g) The lessee shall also be entitled to and be at liberty to affix, place or display the name board, sign boards, advertisement boards or any nature whatsoever relating to the business of the lessee.

- h) The lessee shall be entitled to excavate, dig or break open the surface of any part of the demised premises at any time during the term hereby granted and to remove any store, sand, gravel, clay earth or other materials there from for the purpose of erecting laying maintaining and/or removing storage tanks, containers and other erections or installations for the purpose of the business of the lessee or any person.
- i) The lessee for the purpose of the construction and erection mentioned in any of the preceding sub-clause shall be entitled to allow any sub-lessee, dealer, sub-dealers, agent person or other authorized representative or persons to enter upon the demised premises and to build and erect according to the Lessee's specifications requisite to item herein mentioned without any let hindrance or obstruction from the lessor or any other person claiming through or under them.
- j) In the event of the condemnation of the demised premises or any part thereof or in the event of the full use of the demised premises or any part thereof as a serving station and allied business being interfered with or handicapped by any law, order or rule or regulation or any government or authority or by order of any court of the violation of terms of the agreement by the lessor or in the event of the demised premises at any time ceasing in the opinion of the lessee, for any reason to be disadvantageous for the _____, the lessee may at its option terminate this lease by giving ninety days written notice to the lessors provided that the occurrence from time to time during the subsistence of this lease of even or circumstances which according to the provisions of this clause entitle the lessor to determine the same and the failure of the lessee notwithstanding the occurrence of such events or circumstance to determine this lease shall not amount to or be treated as waiver of right of the lessee contained in this clause. In the event of any portion of the demised premises being taken up or acquired for set back or otherwise by any authority what so ever, the lessee shall be entitled to receive and to be paid compensation

in respect of portion so taken up or acquired inclusive of the lessee's structures or erections standing thereon, if any, on an appointment in accordance with law and the rent payable in respect of the demised premises 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.

- k) Notwithstanding anything herein contained to the contrary the lessee shall be entitled to determine these presents by one month previous notice in writing to the lessors and in the event of the lease being determined as aforesaid these presents shall come to an end and the lessors shall not be entitled to claim any compensation whatsoever from the lessee for such earlier determination, buildings structure fixture, fittings and items as provided 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/s or any of them or any person or persons claiming by through or under any of them; and the lessee shall be bound to pay rent to the lessor till the date of delivery of the property to the lessor and to discharge and pay all other liabilities as per the lease.
- l) Any notice to be given by the Lessor under this lease shall be deemed to have been duly given if serviced at the Lessee's office in Calcutta. Any notice to be given by the Lessee to the lessor shall be deemed to have been duly given if dispatched by registered post to the last known address of Lessor.

IV. AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :

- a) The lessor shall not sell, transfer, assign, mortgage, encumber or otherwise dispose of wholly or in part of his right, title and interest in the land or enter into any agreement for such transfer or cause any encumbrance of the term of lease hereby granted and any renewal or renewals thereof and for ad period of three months thereafter and until the lessee shall have failed and neglected or

declined or refused to exercise the option to purchase the lessor's interest in the demised premises and in the said reversion pursuant to sub-clause(b) hereinafter contained provided however if the lessor intends to dispose of his rights, title and interest in the demised premises and in the said reversion during the currency of the term of the lease or any renewal or renewals thereof the lessor shall first by a notice in writing given to the lessee, require the lessee to exercise the option to purchase the same in the manner hereinafter provided and if the lessee shall fail or refuse to exercise the said option within a period of three months from the service of such notice upon him then only can thereafter the lessor shall be entitled to dispose of their said right, title and interest to any person at any price, subject nevertheless to the terms and conditions and previous to this lease and so as not affect the lessee's right to exercise the option of renewal of the term of the lease pursuant to the covenant for renewal herein before contained. However, during the tenancy of this lease with renewal thereof, the lessor shall have the right to transfer by way of gift or sale within his family members i.e. wife, sons and daughters only with prior written consent from the lessee, subject to the provisions contained in this lease.

- b) Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission on account of any of the parties hereto arising out of in relation to these presents shall be referred to the sole arbitration of the _____ and the lessor will not be entitled to raise any objection to any such arbitration on any such ground. The Award of the arbitrator so appointed as herein provided shall be final conclusive and binding on both the parties and such arbitration shall be held subject to and in accordance with the provisions of the Arbitration Act and any statutory modification or reversion thereof.

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO that the stamp duty and registration charges

payable in respect of this lease Deed shall be borne and paid by the lessee and each party hereto shall pay its own Advocate's charges and the lessee shall retain the original lease and the lessor duplicate copy with renewal thereof.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land measuring _____ more or less situate lying at and being portion of _____ and BUTTED AND BOUNDED on the North by the remaining portion of _____, on the EAST partly by _____ and partly by _____ on the SOUTH by _____ and on the WEST by the remaining portion of the premises _____ and delineated in the map or plan hereto annexed and thereon marked _____.

IN WITNESS WHEREOF the lessor and the duly constituted attorney of the lessee have respectively here unto set and subscribed their hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the abovenamed **LESSOR** at
_____ in the presence of :

SIGNED SEALED AND DELIVERED

by _____, duly Constituted
Attorney of the Lessee _____ at
_____ in the presence of :