**LEASEDEED**

DATED 07-09-2022

*For Lease of Demised Premises Located at [*all that piece and parcel of measuring410 sq. meters/ 4416Sq. feet carved out of Converted Survey No. 55/2B2 measuring to an extent of **3945.5** square meters situated at Byatahalli Village, Jayapura Hobli, Mysuru Taluk and District*] in favour of the AGP CITY GAS PVT LTD represented by* **Mr. Arun Nayaka, Regional Head.**

This deed of lease ("**Lease Deed**") is made at Mysuru on this Sixth day of September **2022** ("**06/09/2022**").

## BETWEEN

**SHRI S ASHOK PIYADASSI,** S/o B Shivashankar, AADHAR No: 747567497101 aged about 31 years, residing at # 200 4th cross 1st stage Gangothri Layout opp Bisilumaramma Temple, Mysuru, and Karnataka 570009, hereinafter referred to the "**Lessor**" (which - expression shall, unless it be repugnant to the context or meaning thereof, include successors and assigns) **OF THE ONE PART**;

## AND

**AGPCITYGASPRIVATE LIMITED**,CINU40300DL2019FTC352886,aCompanyincorporatedunder Companies Act, 2013 having its registered office at Unit No.305, 3rd floor, World mark 2, Asset 8, Hospitality District, Aerocity, NH-8, New Delhi -110037 and an office at Sukha Complex No.123N Block, Kuvempunagar Mysuru Karnataka 570023 , represented herein by its authorized signatory Mr. Arun Nayak, Regional Head *,* AADHAR No:724322304553 aged 51 years, authorized through “letter of Authority” vide dated 24/08/2021, hereinafter referred to the "**Lessee**" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) **OF THE OTHER PART**.

TheLessorandLesseeshallhereinafterbeindividuallyreferredtoasa"**Party**"andcollectively as the "**Parties**".

Whereas:

1. The Lessor is the absolute legal owner of all that piece and parcel of freehold Converted Survey No. **Survey No. 55/2B2**measuring to an extent of 3945.5 square meters situated at **Byatahalli Village, Jayapura** Hobli, Mysuru Taluk and District out of which the **measuring 410 sq.meters/ 4416 Sq. feet** are proposed for lease and more particularly described in the schedule of the property here under written and delineated on the plan here to annexed and marked as Annexure “A” and thereon verged in red (hereinafter called the "**Demised Premises**"). The Lessor is desirous of leasing the Demised Premises, free from all encumbrances, dues, gifts, prior sales, mortgages, decrees, liens, charges, notifications, attachments, lis, demands and claims, whatsoever.
2. TheLesseeisengagedinthebusinessofCityGasDistributionofCompressedNatural Gas (CNG) and Piped Natural Gas (PNG) and has its operations in the States of Rajasthan, Kerala, Karnataka, Tamil Nadu and Andhra Pradesh.
3. The Lessee desires to set up a Decompression Unit (DCU) facility on the Demised Premises and for the said purposes will be installing equipment (hereafter the "**Facilities**"); and
4. For the purposes of setting up of the Facilities and based on the above representations provided by the Lessor to the Lessee, the Lessor hereby grants the lease over the Demised Premises to the Lessee for the Term (*as defined below*)in accordance with the terms and conditions set forth in this Lease Deed, and such terms and conditions shall be final, irrevocable and binding on the Parties.

## NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE HERETO AS FOLLOWS:

1. **DEFINITIONSANDINTERPRETATION**

### Definitions

In this Lease Deed, except where the context otherwise requires, the following key words and expressions where capitalized, shall mean the following.

* + 1. "**ApplicableLaw**"shallmeanthesubstantiveandprocedurallawsasapplicable(and amended from time to time) in India;
    2. "**Associated Parties**"shallhaveitsmeaningunderClause13.16.3;
    3. "**Competent Authority**" means any central, state, local, regional, territorial or municipal government or quasi-government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial, regulatory or administrative body (including the relevant grampanchayat) having or purporting to have jurisdiction over any matter arising from or in connection with this Lease Deed;
    4. "**CNG**" shall its mean in gunder Recital (b);
    5. "**Demised Premises**" shall have its mean ingsetout under Recital(a)above;
    6. "**EFT**" shall have its meaning setout in Clause 4.2of this LeaseDeed;
    7. "**Execution Date**" shall mean the date on which the rights and obligations of the Parties hereunder come into force, which date shall be the date of execution of this Lease Deed;
    8. "**Facilities**" shall have its meaning under Recital(c);
    9. "**Lease Deed**" shall mean this deed;
    10. "**Lease Rent**" shall have the meaning set forthinClause4ofthisLease Deed;
    11. "**Lessor**" shall have its meaning setout in the name clause;
    12. "**Lessee**" shall have its meaning setout in the name clause;
    13. "**PNG**" shall its meaning under recital(b);
    14. "**Retail Outlet**" CNG dispensing Pump with or without other facilities as decided by the Lessee;
    15. "**RTGS**" shall have its meaning setout in Clause 4.2 of this Lease Deed; and
    16. “**Term”** shall have its meaning set out in Clause 3 of this Lease Deed.

### Interpretation

* + 1. Unless otherwise stated, all references made in this Lease Deed to ‘recitals’, 'clauses' and 'annexures' shall refer, respectively, to recitals, clauses and annexures to this Lease Deed. The Annexures to this Lease Deed form part of this Lease Deed and will be in full force and effect as though they were expressly set out in the body of this Lease Deed.
    2. In this Lease Deed, unless the context other wise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms and companies; (iii) the words 'include' and 'including' are to be construed without limitation; and (iv) a reference to any Party includes that Party's successors and permitted assigns.

## LAND/DEMISEDPREMISES

* 1. In consideration of the premises and of the Lease Rent hereby reserved and the covenants, conditions and provisions hereinafter contained, the Lessor do hereby lease and demise unto the Lessee all that piece and parcel of measuring to an extent of **410 sq. meters/ 4416 Sq. feet** carved out of Converted Survey No. **55/2B2** measuring to anextent of 3945.5 square meters situated at **Byatahalli Village, Jayapura** Hobli, Mysuru Taluk and District, and more particularly described under **Annexure A**, together with all rights and easements, possession, existing appurtenances, if any, and privileges belonging thereto (*i.e. the Demised Premises, as defined herein*) together also with the right for the Lessee to install erect and maintain at their own cost in or upon the Demised Premises any building, roadways, pathways, and/or any Facilities including but not limited underground tanks, natural gas compressor, boosters and delivery pumps and pipes connecting the said pumps with the said tanks/ natural gas compressors and/or a storage depot/Retail Outlet or any other structures necessary for the purpose of storing, selling or otherwise carrying on trade in natural gas, petroleum products, oil and kindred or any other trade or business or activity that can be carried on in the Demised Premises as per the Applicable Laws and any purposes ancillary thereto, including *inter alia* movement of cranes and other heavy vehicles/ machinery, containers, trailer trucks etc. and also with full liberty to exhibit on the Demised Premises such advertisements and hoardings as the Lessee may from time to time wish to display and with full liberty at all times to re-erect or organize, upgrade or otherwise deal with all or any of the man d with further liberty to construct road or roads on the Demised Premises, erect compound walls, fencing or railing, layout a garden and provide such other conveniences as the Lessee may wish to have and to have the liberty to demolish the existing structures of the Lessor, if any, without causing damages or collateral damages to the existing properties/ facilities/ establishments.
  2. The Lessee shall have full freedom of absolute, unrestricted, uninterrupted, unfettered and unconditional use and enjoyment of and access to the Demised Premises without any interference from the Lessor or from any person acting for or on behalf of the Lessor including over suitable approaches thereto for itself and its workmen, servants, agents, contractors and customers and for the usage of lorries, cars and all other vehicles to maintain supplies in relation to the Facility on the Demised Premises.
  3. Simultaneous to the execution of this Lease Deed, the Lessor hereby agrees that vacant possession and the leasehold rights over the Demised Premises, free from all the structures/objects (including any permanent or semi-permanent structures) etc., if any, has been handed over to the Lessee. Accordingly, the Lessor agrees to grant a possession receipt/letter in favour of the Lessee, within3 (three) days of Execution Date of this Lease Deed, evidencing the Lessee’s possession and leasehold rights over the Demised Premises and further stating that the Lessee will be authorized to enjoy the Demised Premises in accordance with the provisions of Applicable Law and as set out in this Lease Deed.

## LEASE TERM

The Lease Deed shall become operative from the Execution Date and shall continue for a period of three (3) years commencing from the Execution Date, hereinafter referred to as the “**Term**”, unless terminated in accordance with the provisions of this Lease Deed hereof or extended through mutual agreement in writing by both the Parties. The Lessor and the Lessee may negotiate afresh the terms of renewal of this Agreement, if the Parties may wish to execute, at the end of the Term.

## LEASERENT

* 1. The Lessee shall pay a monthly rent of **INR 55,200/- (Rupees Fifty Five Thousand and Two Hundred only)** for the Demised Premises, payable on or before 10th of every English calendar month. The monthly lease rent is exclusive of taxes.
  2. (i)TheLeaseRentistobepaidbytheLesseeonamonthlybasiseachyearduringthe Term vide electronic fund transfer ("**EFT**"), real timegross settlement ("**RTGS**") or net transfer inthe designated bank account of the Lessor.

|  |  |
| --- | --- |
| **AccountHolder/BeneficiaryName** | **S AshokPiyadassi** |
| AccountNo. | 50100511721699 |
| Name of Bank and Branch | NAME :HDFC BANK LTD BRANCH:AT128/BNBLOCK  KUVEMPUNAGARA,MYSURU570023 |
| IFSCcode | HDFC0003733 |

1. The Lessee shall pay a sum of INR 3,31,200/-(Rupees Three Lakhs Thirty One Thousand and Two Hundred Only) towards interest-free refundable security deposit (hereinafter referred to as the “**Security Deposit**”) in favour of the Lessor as mentioned below:
2. An amount of INR **3,31,200/-(Rupees Three Lakhs Thirty One Thousand and Two Hundred Only)** by way of Demand Draft vide No **534201** Bank date **20-08-2022** drawn on **State Bank of India** to the Lessor At the time of registration of the Lease Deed. It is further agreed that the Security Deposit shall not be increased pursuant to any escalation of Lease Rent or in the event of renewal of the Lease Deed.
   1. The Lessor agrees to refund the Security Deposit by way of Demand Draft or RTGS in favour of the Lessee upon expiry of the Term or termination of this Lease Deed.
   2. The Lessor hereby understands, acknowledges and agrees with the Lessee that if required by the applicable laws, the Lessee shall deduct the statutory tax deductions at source ("**TDS**") at applicable rates or other deductions in accordance with Applicable Laws or any set off in accordance with the terms hereof, from the Lease Rent. The Lessee shall issue a TDS certificate to the Lessor for all TDS deducted.

## REPRESENTATION AND WARRANTIES

### TheLessorhasmadethefollowingrepresentationsto theLessee:

* + 1. The Lessor has good right, full power and absolute authority to demise unto the Lessee the Demised Premises for the period and on the terms and conditions herein contained and that the Demised Premises is free from all encumbrances and charges;
    2. The Demised Premises are free from all encumbrances and charges and the Lessor are holding valid and marketable title to the same;
    3. The Demised Premises can be used for commercial/ non-agricultural purposes and the Lessor has obtained the necessary commercial/ non-agricultural permission and the Demised Premises has been made commercially usable and no dues remain to be paid thereof to the authorities, in accordance with the Applicable Laws;
    4. The Demised Premises have been acquired by the Lessor, strictly in accordance with the processes/procedures and other stipulations under the Applicable Laws as well as any customary practices as applicable;
    5. The Demised Premises are not subject to any acquisition proceedings by any Competent Authority in terms of any land acquisition legislations under the Applicable Laws, and no notices or other correspondences have been issued to or received by the Lessor in this regard;
    6. There are no suits, proceedings, notices for requisition, litigation, claims or other actions of a similar nature pending or threatened against the Lessor in relation to the Demised Premises that would affect the Lessee’s rights under this Lease Deed;
    7. There is no mortgage, charge, encumbrance, tenancy rights or restraint or injunction against the Lessor, in respect of the Demised Premises which would in any way affect the Lessee’s rights under this Lease Deed;
    8. Alldues,cess,charges,taxes,propertytax,groundcharges,andanyothertaxeslevied by any Competent Authority and/ or any civic authorities/ agencies in respect of the Demised Premises, as levied or applicable shall be paid and borne exclusively by the Lessor;
    9. The revenue records in respect of the Demised Premises are duly mutated to reflect the name of the Lessor in accordance with Applicable Laws and there are no disputes to that affect;
    10. The Demised Premises is not subject to any (pending, threatened or notified) investigation, compliant, order, notification, award, proceedings, etc. under applicable land acquisition legislations and the Lessor has not received any notice or intimation in relation to any acquisition proceedings;
    11. Therearenoencroachments,trespassers,tenants,occupantsnorhaveanyrightsbeen created in favour of any third parties in connection to the Demised Premises;
    12. Neither the Demised Premises nor any part thereof is reserved for any public use or purpose and / or included in any public scheme of any authority or any other public body;
    13. The Demised Premises nor any part thereof forms part of any road / rasta (including any panchayat road / access road) or has any road / rasta (including any panchayat road / access road) passing through it or affecting the contiguity of the Demised Premises in any manner;
    14. The Lessor shall provide necessary support and cooperation to the Lessee to do all that is necessary to facilitate the Lessee in obtaining all clearance / certificates /permissions / sanctions and provide to the

Lessee all the necessary documents / applications, undertaking, indemnity, affidavits etc. as per the formats prescribed in this regard to enable the Lessee to apply for and to obtain necessary permission, no objection certificates from the concerned authorities, including but not limited to state electricity board or as may be required by any other Competent Authorities from time to time. All such licenses/ permissions/ NOC’s shall be in the name of the Lessee and expenses towards securing them shall be solely borne by the Lessee.

* + 1. There are no easements, prohibitions, impediments and/or restrictions to the Lessor’s performance of obligations as provided herein.

## LESSEE’SOBLIGATIONS/COVENANTS

The Lessee to the extent that obligations may continue throughout the terms hereby granted do hereby covenant with the Lessor as follows:

* 1. To pay the Lease Rent hereby reserved on the date and in the manner aforesaid. The payment of the Lease Rent in the account designated by the Lessor shall validly discharge the Lessee’s liability of payment of Lease Rent.
  2. Toobtainaseparateelectricconnection,atitsowncost,(withinclusionofaseparate electricity meter)in the name of the Lessee, for use at the Demised Premises. In this regard, the Lessor agrees to render all necessary assistance to the Lessee including but not limited to the issuance of an objection certificate and such other documents, as may be required by the Lessee for the afore said purpose. The Lessee

further agrees to directly pay to the Competent Authorities the charges for electricity consumed at the Demised Premises as per its actual meter reading.

* 1. To use the Demised Premises for any lawful purpose which the Lessee desires, including but not limited to setting up the Facilities, for a Retail Out let for the storage and sale of natural gas, petroleum products, etc. as well as a service station and/or filling station and for all other purposes incidental there to and for all such purposes the Lessee shall have full liberty to make excavations thereon for compressors, trench, tanks and construct and erect thereon any buildings, boundary walls, pumping plants and accessories as may be required, without causing damages, collateral damages to the existing properties/ facilities / establishments.
  2. The Lessee shall be liable for all taxes, levies and any other statutory fees pertaining to the business carried out in relation to the Facilities as well as the structures and equipment set up thereupon.

## LESSOR’SOBLIGATIONS/COVENANTS

The Lessor do here by covenant with the Lessee as follows:

* 1. The Lessor covenant that during the said lease period the Lessor shall not sub-let, re-let, transfer, charge, mortgage, alienate, part with or deal with the said Demised Premises or give on leave and licence basis or create any third party interest in favour of any person/persons without the prior written consent of the Lessee. The Lessor also undertakes not to create any charge or encumbrance of

any nature what so ever on the Demised Premises. The Lessor further covenant that in the event of creation of a charge, mortgage, encumbrance of any nature by the Lessor on the Demised Premises, the Lessee shall be entitled to terminate the Lease Deed forthwith, in its sole discretion and without any prior notice; and the Lessor shall not be entitled to claim any damages in such event.

* 1. Possession letter in respect of the Demised Premises shall be handed over to the Lessee by the Lessor, within3(three) days of the execution of this Lease Deed, as set out in Clause 2.3 above. Its validity shall be co-terminus with expiry or early termination of this Lease Deed.
  2. That the Lessee duly paying the Lease Rent hereby reserved and performing and observing all the terms, covenants, conditions and stipulations herein contained and on its part to be performed and observed shall peaceably possess, hold and enjoy the Demised Premises during the said Term, without any interruption, eviction, termination or determination of lease or other hindrance or claim by or of the Lessor or any person rightfully claiming through or under them or any government or local authorities. The Parties agree that incase of the default/delay in payment of the Lease Rent by the Lessee, the Lessor shall be entitled to receive the arrears of the Lease Rent with interest commercial lending of the bank where the rent is deposited/ paid.
  3. To permit the Lessee to use its logo, name boards and other boards and neon signs and other signs of such sizes as the Lessee may deem fit and affix the same on the Demised Premises.
  4. The 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 licence or a renewal of a licence under the rules prescribed by the Petroleum Act, 1934 and the Petroleum and Natural Gas Rules, 1958 or any other Applicable Law for the time being 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 petroleum, natural gas or any of its products.
  5. That the Lessor shall regularly pay and discharge all existing and future rates, taxes, charges, assessments, including non-agricultural assessment and outgoings whatsoever imposed or charged upon the Demised Premises or owner thereof and payable to Competent Authority for the Demised Premises and keep the Lessee indemnified in respect thereof.
  6. Provided that, if the Lessee is compelled to pay any such rates, taxes, or impositions by any process of law or otherwise in relation to the Demised Premises, the Lessor shall promptly reimburse the same to the Lessee. Without prejudice to the same, the Lessee shall be entitled to and is hereby duly authorized to deduct from the Lease Rent as it accrues due, any amount to be so reimbursed by the Lessor.
  7. In the event the Lessor is desirous to sell the Demised Premises, the Lessor shall be obligated to give the first right of refusal to the Lessee. Accordingly, the Lessee may, in its sole discretion, choose to

purchase the Demised Premises from the Lessor during the Term as well as within a period of 6 (six) months post expiry of the Term of this Lease Deed.

* 1. The Lessor shall ensure that the Demised Premises are free from encroachments and encumbrances of any nature whatsoever and shall at all times indemnify and keep the Lessee indemnified against all losses, costs, charges and expenses the Lessee may suffer on account of any claims being made in that behalf.

## ASSIGNMENTANDSUB-LETTING

* 1. The Lessee shall not sub-let the Demised Premises nor create any encumbrances, lien or create third party interests and in case of proved violation, this shall be a ground for immediate termination of this Lease Deed. The Lessee shall not been titled to claim any damages in such an event.
  2. In the event, the Lessor is desirous to sell the Demised Premises, the prospective buyer shall unconditionally abide by the terms of this Lease Deed for the remaining period of the lease.
  3. The Lessee shall be free to assign this Lease Deed or any of its rights or obligations under this Lease Deed without obtaining the prior written consent of the Lessor. Further, the Lessee shall be free to create encumbrances, lien, mortgage or charge over the Facilities (including any part, asset or equipment thereof).

## OWNERSHIP OF FACILITIES AND CLEARANCE POST EXPIRY/ TERMINATION

After the Execution Date and for a period of upto 3 (three) months post termination or expiry of the Lease Deed, the Lessee will be at liberty to shall remove any/ all Facilities including equipment, compressor, structures and superstructures, fixture installation, pipes, fencing installed, which shall be sole property of the Lessee. The Lessee shall pay monthly rent for this period of three (3) months. In case the Lessee fails to clear as mentioned above within 3 (three) months , the Lessor will take action to clear, remove the above mentioned facilities and the cost shall be deducted from the security deposit and the lessee shall not be entitled to claim any damages in such an event.

## INDEMNITYBYTHELESSOR

The Lessor shall at all times keep the Lessee indemnified from all losses, suits, damage, 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 Demised Premises, due to the actions, omissions or breach of this Lease Deed by the Lessor; excepting as regards the provisions laid down under the land acquisition legislations or any other Applicable Law for the time being in force or incase of use of the Demised Premises by the Lessee in contravention of the Applicable Law which is solely attributable to the Lessee. The Lessor agreeing to defendandmaintainanysuitsthatmaybefiledforejectingtheLesseeongroundof any defect in the title of the Demised Premises and in case the

Lessee is compelled to vacate the Demised Premises to make good to the Lessee any loss or losses occasioned thereby and such loss to include the cost of dismantling, removal, transport, re-erection of the building sand the contents there of elsewhere and increase in Lease Rent if any required to be paid for the alternative site.

## TERMINATION

* 1. The Lessee shall be entitled to terminate the Lease Deed forthwith, in the event of breach or repudiation or non-compliance with any of the terms, conditions, covenants or representations of the Lessor contained in this Lease Deed.
  2. Not with standing anything herein before contained, if the Lessee for any reason wishes to terminate this Lease Deed at any time during the said Term, it shall be at liberty to do so on giving the Lessor 3 (three) months’ notice in writing of its intention in that behalf. In such a case, this Lease Deed shall terminate; and their rights and obligations of the Parties herein contained shall cease immediately upon the expiration of the period of such notice.
  3. In the event of the Demised Premises being acquired by government or any public body for a public purpose the Lease Deed shall terminate and neither Party shall have any claim or right against the other in respect of the terms and conditions stated herein, provided that the Parties hereto shall be respectively entitled to such compensation as may be awarded under the Applicable Law.

It is also agreed between the Parties hereto that in the event of any portion of the Demised Premises being required by the National Highway Department or any other Competent Authorities, the Lessee is hereby authorized to comply with the requirements of the Competent Authorities and to give necessary undertaking in that behalf to the Competent Authorities in this regard, as mutually agreed between the Parties.

* 1. It is here by specifically agreed and understood between the Parties here to that in the event the Lessee is unable to obtain the necessary consents/permissions / authorizations from the concerned Competent Authorities for the purpose of setting up of the Facilities, the Lessee may at its option intimate the Lessor of its intention to terminate this Lease Deed in writing and incase of such termination, neither Party shall have any claims of whatsoever nature against the other.
  2. It is here b further agreed and understood between the Parties that the Lessee may, if it so desires, been titled to retain the original version of this Lease Deed and shall be further entitled to make necessary endorsements on the said original Lease Deed to the effect that the Demised Premises have been leased to the Lessee.
  3. It is hereby agreed upon that keeping in view the nature of the Facilities and the investment thereon, this Lease Deed cannot be terminated by the Lessor before the expiry of the Term except in the event of non-payment of the Lease Rent by the Lessee for a total period of 6(six) months during the Term. However, the Lessor can exercise such right of termination by giving an advance written notice of 15 (fifteen) days to the Lessee as cure period. In case the payment is made by the Lessee within such period, the termination shall not come into effect.

## DISPUTERESOLUTION

### Amicable Settlement

In the event a dispute arises between the Parties out of or in connection with this Lease Deed, including the validity thereof, the Parties shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties, after reasonable attempts (which shall continue for not less than 30 (thirty) days, gives a notice to this effect to the other Party in writing.

### Arbitration

* + 1. Subsequenttotheamicablesettlementprocedureasprovidedabove,intheeventthe Parties have failed to resolve any or all disputes arising out of or in connection with this Lease Deed, such disputes shall be referred and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and its amendments thereof. The seat and venue of arbitration shall be at Mysore. The arbitration panel shall consist of 1 (one) arbitrator mutually appointed by both the Parties. The Parties shall bear their respective costs of arbitration proceedings.
    2. All proceedings of such arbitration shall be in English language.
    3. TheawardofthearbitraltribunalshallbefinalandbindingonthePartiesandcapable Of being enforced in accordance with its terms in any Court of competent jurisdiction.

## MISCELLANEOUS

### Notices

* + 1. Any notice required or permitted under the terms of this Lease Deed or required by Applicable Law shall, unless otherwise agreed, be made in writing and shall be delivered in person, sent by registered mail or airmail as appropriate, properly posted and addressed in an envelope along with a copy to be sent by email, each to the respective Parties, at the following address:

TheLessor:

**Attention**: **Shri. S. Ashok Piyadassi** S**/**o B Shivashankar,

**Address:** AADHAAR No:747567497101aged about 31years,

# Residing at #200 4th cross 1ststage Gangothri Layout opp Bisilumaramma Temple, Mysuru, and Karnataka 570009.Email: ashok2piyadassi22@gmail.com

The Lessee:

**Attention**: AGPCITYGASPVTLTD

**Address:** Unit No.305, 3rd floor, World mark 2, Asset8, Hospitality District, Aerocity, NH-8, New Delhi-110037

Local Contact for communication: Mysore office of the LESSEE

Designated officer Regional Head, Mr. ARUN NAYAK

Office address: AGP CITY GAS PRIVATE LIMITED, SUKHA

Complex no.123, N block Kuvempunagar, Mysuru- 570023. Contact

No: 9324814111

Email: arun.nayak@agppratham.com

Or to such other address or facsimile number as may from time to time be designated by notice hereunder.

* + 1. Any such notice shall be considered to have been given at the time when actually delivered if delivered by hand, or upon the next working day following sending by facsimile or in any other event upon receipt by the other Party.
    2. 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.

### Amendment

No variation, amendment or modification of any of the terms of this Lease Deed shall be valid unless made in writing and signed by the Parties.

### ThirdParty Beneficiaries

Nothing in this Lease Deed shall provide any benefit to any party other than the Parties, or entitle any such other party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Lease Deed shall not be construed as a third-party beneficiary contract.

### No Waiver

The failure of a Party to insist in one or more instances upon the strict performance of any of the provisions of this Lease Deed or to take advantage of any of its rights hereunder, shall not be construed as waiver of any such provisions or relinquishment of any such rights and the same shall continue in full force and effect, unless expressly waived in writing.

### Severability

The invalidity or unenforceability, for any reason, of any part of this Lease Deed shall not prejudice or affect the validity or enforceability of the remainder. For abundant caution, it is expressly clarified that if any provisions of this Lease Deed are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or Court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Lease Deed, which shall continue in full force and effect.

### Binding Effect

The terms and provisions of this Lease Deed, the respective rights and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assigns.

### Language

The language and all documents, notices, waivers and any other written communication or otherwise between the Parties, in connection with the Lease Deed shall be in English language.

### Governing Law and Jurisdiction

This Lease Deed shall be governed by and construed in accordance with the laws of India. Subject to Clause 12 (Dispute Resolution and Arbitration), the Parties hereby agree that the Courts in Mysore shall have the exclusive jurisdiction to try and adjudicate any and all disputes, suits or proceedings in respect of, relating to or otherwise arising out of this Lease Deed.

## Exclusion of Liability

In no event either Party shall be liable to the other Party under or in connection with this Lease Deed for any direct, indirect, incidental, special,economicorconsequentiallossordamage,lossofrevenue,profits,goodwill,bargain or opportunities or loss of anticipated savings incurred or suffered by either Party whether in an action in contract, tort (including without limitation negligence), statute or otherwise and whether or not the Party was aware or should have been aware of the possibility of such loss or damage.

### General Indemnity

The Lessor hereby agrees to defend, indemnify and hold harmless the Lessee from and against any and all actions, demands, claims, judgments, liabilities, losses, damages, costs, expenses, suit and other liabilities whatsoever brought against, suffered or incurred by the Lessee resulting from or by reason of (i) any breach of any representation, warranty or covenant of this Lease Deed; and (ii) any breach, non-observance or non-performance by the Lessor of any of its obligations under this Lease Deed or those required under the Applicable Law in relation to the Demised Premises.

### Non-CreationofAgency

Nothing in this Lease Deed, whether express or implied, constitutes the Lessee as an agent of the Lessor in respect of any matter or action taken, or vice-versa.

### No Relationship

This Lease Deed is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, act as, be an agent or representative of, or otherwise bind, the other Party.

### RemediesCumulative

No remedy here in conferred upon or reserved to either Party shall exclude any other remedy herein or in terms of the Applicable Law, but each shall be cumulative and in addition to every other remedy given hereunder or existing under Applicable Law or in equity or by statute.

### Confidentiality

* + 1. All non-public information (including the terms of this Lease Deed) and in particular, any information provided by either Party to the other or which is identified by the disclosing Party, in writing, as confidential or proprietary information, shall be treated in a confidential manner and shall not be disclosed to any third party without the prior written consent of the disclosing Party.
    2. Not with standing the above, this Clause and the restrictions here in contained shall not apply to any information, which is:
       1. required to be disclosed pursuant to the Applicable Law, an order or requirements of a regulatory body or a court, after 5 (five) days' notice of such intended disclosure, is given by the disclosing Party to the non- disclosing Party, or if 5(five) days’ notice is not feasible, then such shorter notice as is feasible; or
       2. disclosed by a Party to its affiliate, or in connection with an assignment permitted under this Lease Deed or to its officers, employees, agents, financiers, advisors, contractors, agents who need to have access to such information for the proper performance of their activities; or
       3. at the time of disclosure, is already available in public knowledge without the fault of the disclosing Party.

### StampDutyandRegistration Fees

* + 1. The Lessor shall be obligated to ensure that the Lease Deed is adequately stamped and registered, as per the Applicable Law. The Lessor shall ensure that the Lease Deed is registered within 3 (three) days from the Execution Date.
    2. The stamp duty and registration charges on the Lease Deed shall be borne by the Lessee.
    3. Each Party shall bear its own cost including any costs, fees etc. if any, payable to their respective solicitors/advocates.

### Lessor and Lessee herein agree to abide by the following Anti – Corruption Clause.

* + 1. Both the Parties shall remain incompliance with all relevant laws applicable to this Lease Deed including all relevant anti- corruption laws.
    2. Lessor confirms that he has read and understood the Lessee’s anti-corruption policies and he will adhere to all the prohibitions in relation to bribery, facilitation payments, political contributions, charitable donations and gifts and hospitality set out in the aforesaid policy.
    3. Both the Parties shall not, and nor shall any of its officers, employees, shareholders, representatives or agents ("**Associated Parties**"), directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under the Agreement) with respect to any matters which are the subject of this Lease Deed which (i) would violate any anti-corruption laws or regulations applicable to Lessor or Lessee, (ii)is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or (iv) a reasonable person would otherwise consider to be unethical, illegal or improper.
    4. In the event, the Lessee reasonably suspects there to have been a breach of anti-corruption clauses of this Lease Deed, Lessee may take appropriate action including termination of the Lease Deed immediately upon giving notice in writing to the Lessor.

### Entire Agreement

This Lease Deed constitutes the entire agreement between the Parties hereto and supersedes all prior agreements and understandings oral and written on the above in respect of any matter covered by this Lease Deed.

### FurtherActsandAssurances

The Parties hereby agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Lease Deed and to consummate the transactions contemplated hereby.

### Counterparts

ThisLeaseDeedshallbeexecutedinduplicatecounterparts,andwhenexecutedand delivered by the Parties, shall constitute a single binding agreement. The Parties agree that the Lessee shall keep the original Lease Deed and the Lessor shall keep the duplicate hereof for his records.

### Survival

The Parties have agreed that Clauses 12 (Dispute Resolution), 10 (Indemnity by the Lessor), 13.14 (Confidentiality) and 13.8 (Governing Law and Jurisdiction)shall survive expiry or termination of this Lease Deed.

*DetailsoftheDemisedPremisesandtheexecutionpagefollows*

# **AnnexureA**

(Particulars of the Demised Premises with the layout plan)

All that piece and parcel of **measuring 410 sq. meters/ 4416 Sq. feet** carved out of Converted Survey No. .**Survey No. 55/2B2**measuring to an extent of 3945.5 square meters situated at **Byatahalli Village, Jayapura** Hobli, Mysuru Taluk and District State and bounded as follows:-

On or towards the East : RemainderofthePropertybearingSyNo.54

On or towards the West : RemainderofthePropertybearingSyNo.55/2B2

On or towards the North : ROAD

On or towards the South : RemainderofthePropertybearingSyNo.55/2B2

# **INWITNESS** where of this Lease Deed has been signed by the duly authorised representatives of the Parties on the day and year first above written.

## SIGNED AND DELIVERED BY LESSOR

**Shri. S. Ashok piyadassi**

S**/**o B Shivashankar

AADHAAR No:7475 6749 7101

## SIGNEDAND DELIVERED BY LESSEE

## Mr. Arun Nayak Regional Head authorized signatory

**Witness:**