

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK37467995309444W
Certificate Issued Date	: 09-Aug-2024 10:27 AM
Account Reference	: NONACC (SV)/ uk1202104/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120210481852618689582W
Purchased by	: GAIL GAS LIMITED
Description of Document	: Article 35 Lease
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party	: GAIL GAS LIMITED
Stamp Duty Paid By	: GAIL GAS LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Gopal Krishan Saklani
E-Stamp Vendor
Dehradun (Uttarakhand)

Please write or type below this line



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

On Rs. 100, non-Judicial Stamp Paper

Lease Agreement

THIS AGREEMENT is made at Jollygrant on this date 08.08.2024.

BETWEEN

Swami Rama Himalayan University (SRHU), hereinafter referred to as **LESSOR** (which expression agrees to, where the context so requires or admits of be deemed to include its successors and assigns) of the ONE PART

AND

M/s GAIL Gas Limited (GAIL Gas) a COMPANY incorporated under the Companies Act, 1956 having its registered office at **16, Bhikaiji Cama Place, R K Puram, New Delhi- 110066** and having its Noida office at **3rd Floor, Info hub Building, GAIL Jubilee Tower, B-35 & 36, Sector-1, Noida-201301(U.P.)** hereinafter referred to as **LESSEE** (which expression shall, unless excluded by or repugnant to the context mean and include its successors and permitted assigns) of the OTHER PART

AND WHEREAS the LESSEE is desirous to set up its own CGD Facilities (DCU/DRS etc.) in place of existing land and will construct its own building on the land provided by the Lessor at the site more fully described in the schedule.

AND WHEREAS the LESSOR is the sole and absolute owner of the land situated at the Jollygrant and has agreed to lease out the 20X15 (300) square meter land hereinafter referred to as "**THE SAID PREMISES**" to the LESSEE for the purpose of construction of **CGD Facilities (DCU/DRS etc.)** including associated facilities to provide PNG.

NOW THIS LEASE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

The LESSEE has agreed for letting unto the **LESSOR** the said premises in **PREMISES of Swami Rama Himalayan University (SRHU)** under its control and administration to develop and setup CGD Facilities (DCU/DRS etc.) and delineated in the plan thereof hereto annexed for a period of **25 (Twenty five) years effective from the 08th day of Aug 2024** on terms and conditions agreed upon by and between the parties hereto and in the manner hereafter appearing and further extendable on mutual terms and conditions by giving **Three** months' notice prior to expiry of the Agreement.



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Lessee shall develop CGD Facilities (DCU/DRS etc.) including associated facilities on the said land measuring **20 x 15 = 300 square meter**. Said CGD Facilities (DCU/DRS etc.) shall supply PNG to connections within Swami Rama Himalayan University (SRHU) campus and neighboring/ contiguous areas outside the campus.

Terms and conditions hereinafter contained and the LESSOR hereby demise unto the LESSEE, all that THE SAID PREMISES admeasuring built up area of 300 sq. Meter and more particularly described hereunder written, to setup CGD Facilities (DCU/DRS etc.) at **Swami Rama Himalayan University (SRHU)** premises and more particularly described in the Schedule hereunder written TO HOLD the same unto the LESSEE and its successors and assigns for a term of **25 (Twenty five) years** commencing from 08th Aug, 2024 and ending on 07th Aug, 2049,

1. The CGD Facilities (DCU/DRS etc.) & its associated things shall always remain the property of LESSEE & on determination of the Agreement will remove CGD Facilities (DCU/DRS etc.) & its associated equipment including other equipment/materials that may be installed by LESSEE peacefully without any hindrance/objection from LESSOR.
2. It is made clear that the LESSEE being the distributor of PNG to its customers, The LESSOR shall never claim any right or benefit in any manner whatsoever, over the supply of such PNG and the LESSOR shall in no way obstruct under any circumstances the supply of PNG by the LESSEE.
3. The said CGD Facilities (DCU/DRS etc.) is being installed in THE SAID PREMISES of the LESSOR and at no cost the LESSOR will stop the supply of the PNG to the other consumer from the said facilities. Any action of the LESSOR which amounts to stoppage of the Gas Supply to other customer would amount to Criminal Breach of Trust.

The LESSOR shall indemnify LESSEE for any untoward incident caused by LESSOR or its employees to the property of LESSEE which is there in THE SAID PREMISES.

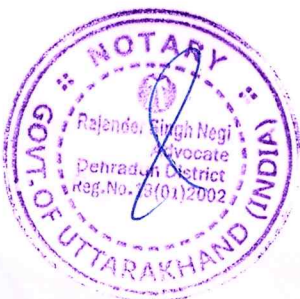
4. The Schedule Property shall be used by the LESSEE for its all lawful purposes including operation of CGD Facilities (DCU/DRS etc.) by itself or by duly appointed agents, for operation, maintenance, servicing and accessories as may be required for any lawful purpose/s of the LESSEE, as may be required for its Business, at LESSEE's cost.



Alipaw



5. The LESSEE shall obtain all statutory approvals from the Competent Authorities for construction, renovation, maintenance and carrying on business and before doing so, the LESSEE shall give prior written intimation to the LESSOR. LESSOR shall provide all support, if required for doing so.
6. The location of the open space should not deprive the free movement of staff of LESSEE and it should not come in the way of free movement of vehicles & shall not endanger the lives of public who use the premises.
7. The LESSOR and the LESSEE shall have the right to terminate the contract by giving three-month advance notice at any given time.
8. The LESSEE is not entitled to sub-let the premises or allow any person to run the station and any such act shall amount to breach of conditions of agreement.
9. The temporary structure should be dismantled by GAIL Gas Limited Immediately after the expiry/ termination of the agreement.
10. The LESSEE shall keep the land in good and shall deliver vacant possession thereof to the lessor on termination of aforesaid period of the lease including extended period. Further the LESSEE shall operate the CGD Facilities (DCU/DRS etc.) with due care and shall take all precaution and shall be responsible for losses and damages to LESSOR in THE SAID PREMISES and shall indemnify to the LESSOR of these losses if damages occurs due to any negligent act of the LESSEE. The LESSEE shall maintain surrounding area of allotted premises in a clean, tidy and hygienic condition.
11. The LESSEE shall be responsible for all acts of omissions & commissions of the staff employed by them and shall indemnify the LESSOR of all losses arising out of the misconduct, if proved of their employees. Similarly, LESSOR shall be responsible for all acts of omissions & commissions of the staff employed by them and shall indemnify the LESSEE of all losses arising out of the misconduct of their employee.
12. Any dispute arising from the staff engaged by the LESSEE shall not be binding on the LESSOR. Similarly, any dispute arising from the staff engaged by the LESSOR shall not be binding on the LESSEE.
13. LESSEE shall have no interest in the premises nor shall be deemed to have exclusive possession thereof, except the right to use the said premises as for the purpose described in the Agreement for the specified period.



Atthipathi

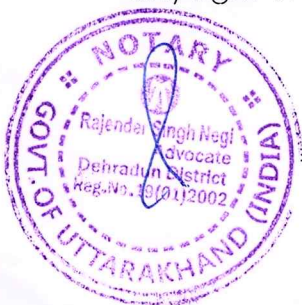


14. Any dispute which arises between the parties hitherto in relation to or in connection with this Agreement, including but not limited to its validity, interpretation or performance (a "Dispute") shall be notified in writing by the party in dispute to the other party in and endeavor to settle the matter amicably between the Parties. Failing such amicable resolution within 30 (thirty) days from the date of notification referred to above the dispute shall be exclusively and finally settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996, and its amendments thereof. The venue of Arbitration shall be DELHI and the Arbitration shall be held in English language. The Arbitration award shall be final and binding on the Parties. All Parties to the proceedings shall bear their own cost.

For the purpose of appointing the sole Arbitrator, the LESSEE shall send for the LESSOR a panel of 3 (Three) independent persons and the LESSOR shall select any one of them to be appointed as "Sole Arbitrator" or suggest any other name on mutual consent and communicate the same to the LESSEE who within thirty (30) days shall appoint the said person as the Sole Arbitrator. If the LESSOR fails to select and communicate within the specified period, the Sole Arbitrator shall be appointed by the LESSEE from the panel of 3 (Three) independent persons communicated to LESSOR.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing. If the Arbitrator so appointed is unable to (or) unwilling to act or resigns his appointment (or) vacates due to any reason, whatsoever, another sole Arbitrator shall be appointed in the manner described above.

15. The jurisdiction of any litigation shall be before the judicial court within the city of DELHI.
16. The LESSOR declares that the scheduled Property is free from encumbrances and is not subject to any pending proceedings, attachment of court or adverse claim and that there are no arrears of quit, FEE or property taxes due in respect of the schedule property and is legally entitled to solely authorize to deal with THE SAID PREMISES. The LESSEE shall be entitled to use the said premises without any let or hindrance and without their being any interference from any person/persons in any manner whatsoever during the valid legal subsistence of LEASE agreement.
17. Nothing here in contained shall be construed as conferring upon the LESSEE any right or title whatsoever in or to the premises and property of LESSOR.



Signature

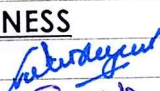
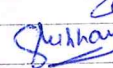


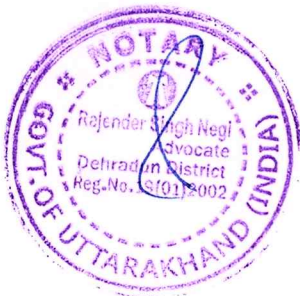
SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL of land at Swami Rama Himalayan University (SRHU), Jollygrant and measuring the total area of 300 sq. meter there about, excluding road margins if any.

ANNEXURE-1: Drawing of proposed CGD Facilities (DCU/DRS etc.) in schedule property

IN WITNESS WHEREOF the parties have duly executed the present agreement on 08th Aug, 2024.

LESSOR	LESSEE
 Swami Rama Himalayan University (SRHU), Jollygrant	 General Manager GAIL Gas Limited Dehradun
WITNESS 1.  Prateek Dhyani 2.  S. I. Bhatt	WITNESS 1.  Anurag Singh (DGM - marketing) 2.  Shubham (Sr. Associate)



ATTESTED

RAJENDER SINGH NEGI
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Office
College Road, Cond. Compound
Dehradun (Uttarakhand)