



सत्यमिव जयते

Certificate No.  
Certificate Issued Date  
Account Reference  
Unique Doc. Reference  
Purchased by  
Description of Document  
Property Description  
Consideration Price (Rs.)  
First Party  
Second Party  
Stamp Duty Paid By  
Stamp Duty Amount(Rs.)

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

: IN-UP05950597296963R  
: 18-Apr-2019 04:15 PM  
: SHCIL (FI)/upshcil01/ NOIDA/ UP-GBN  
: SUBIN-UPUPSHCIL010709755445251R  
: ONKAR ENGINE AND GENERATOR PVT LTD  
: Article 35 Lease  
: INDUSTRIAL BUILT-UP PLOT NO.14, BLOCK-E, SECTOR-63,  
NOIDA  
: VARADA IMPEX PVT LTD  
: ONKAR ENGINE AND GENERATOR PVT LTD  
: ONKAR ENGINE AND GENERATOR PVT LTD  
: 9,59,000  
(Nine Lakh Fifty Nine Thousand only)



Onkar Engine & Generator (P) Limited

Please write or type below this line -

*Manjo Khandelwal*  
Authorised Signatory

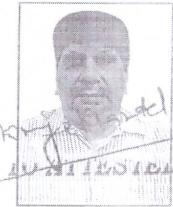
For VARADA IMPEX PRIVATE LIMITED

*Shankar*

*Manjo Khandelwal*

0011555029

(5)



AVNISH GUPTA  
ADVOCATE      Mangal Khandelwal  
AVNISH GUPTA  
ADVOCATE

Lease Agreement

Rent period : 5 years

Rent for first year  
Rs. 9,60,000 x 12 : Rs. 1,15,20,000/-

Rent for second year  
After 5% increase  
Rs. 10,08,000 x 12 : Rs. 1,20,96,000/-

Rent for third year  
After 5% increase  
Rs. 10,58,400 x 12 : Rs. 1,27,00,800/-

Rent for fourth year  
After 5% increase  
Rs. 11,11,320 x 12 : Rs. 1,33,35,840/-

Rent for fifth year  
After 5% increase  
Rs. 11,66,886 x 12 : Rs. 1,40,02,632/-

Total rent for five years : Rs. 6,36,55,272/-

Average rent for one year : Rs. 1,27,31,055/-

Average rent for three years : Rs. 3,81,93,165/-

G.S.T @ 18% : Rs. 68,74,770/-

Security (refundable) : Rs. 28,80,000/-

Stamp duty payable on : Rs. 4,79,47,935/-

Stamp duty paid on : Rs. 4,79,50,000/-

Stamp duty paid @ 2% : Rs. 9,59,000/-

Onkar Engine & Generator (P) Limited

For VARADA IMPEX PRIVATE LIMITED

*R. J. H.*

Mangal Khandelwal  
Authorised Signatory

*Mangal Khandelwal*

(6)

That the Stamp Duty of Rs. 9,59,000/- (Rupees Nine Lakh Fifty Nine Thousand only) has been paid on this Lease Agreement vide e-stamp Certificate No. IN-UP05950597296963, certificate issued on dated 18.04.2019, by Stock Holding Corporation of India Ltd.

This Lease Agreement is made and executed at Noida on this 24<sup>th</sup> of April 2019 Between M/s Varda Impex Pvt. Ltd. (Pan No. AACCV3509Q) Address E-14, Sector-63, Noida, District Gautam Budh Nagar, U.P. through its Authorised Signatory Shri Sanjeev Raj Aneja (Aadhaar No. 8353-5003-9261) son of Shri Raghbir Singh Aneja resident of D-98, Preet Vihar, Delhi-110092 duly authorised vide Board Resolution dated 12.04.2019 passed by the Board of Directors of the Company, of the one part, hereinafter called the Lessor.

AND

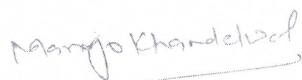
M/s Onkar Engine & Generator Pvt. Ltd. (Pan No. AAACO7860R) having its corporate office at D-255, Sector-63, Noida Noida, District Gautam Budh Nagar, U.P. through its Authorised Director Shri Manoj Khandelwal (Aadhaar No. 9050-3634-1663) son of Shri O.P. Khandelwal resident of C-19, BM Rohtagi Apartments 1, Ram Kishore Road, Civil Lines, Delhi-54 duly authorised vide Board Resolution dated 22.04.2019 passed by the Board of Directors of the Company of the one part, hereinafter called the LESSEE.

For VARADA IMPEX PRIVATE LIMITED



Onkar Engine & Generator (P) Limited

Manoj Khandelwal  
Authorised Signatory



(7)

4/24/2019

पुष्टि विलेख 52

आवेदन सं.: 201900743036461

पट्टा विलेख/ कबूलियतनामा

बही सं.: ।

रजिस्ट्रेशन सं.: 2663

वर्ष: 2019

प्रतीकल- 2880000 स्टाम्प शुल्क- 959000 बाजार मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग - 20100

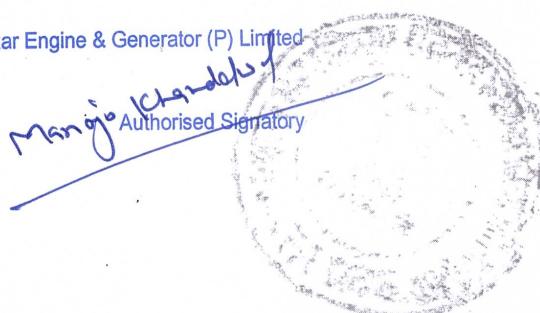
श्री ओंकार इजन एण्ड जनरेटर प्रा० लि० द्वारा  
मनोज खन्डेलवाल अधिकृत पदाधिकारी: प्रतिनिधि.  
पुत्र श्री ओ० पी० खन्डेलवाल  
व्यवसाय: ब्यापार  
निवासी सी १९ बीएम रोहतगी अपार्ट० ३, चम किंगरोड, सिविल लाइन्स  
दिल्ली



श्री ओंकार इजन एण्ड जनरेटर प्रा० लि० द्वारा मनोज खन्डेलवाल अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लैखपत्र इस कर्यालय में दिनांक  
24/04/2019 एवं 12:53:01 PM बजे  
निर्बंधन हेतु पेश किया।

Onkar Engine & Generator (P) Limited



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विवरण  
उप निर्बंधक: सदर डिलीप  
गौतम बुद्ध नगर  
24/04/2019  
विवेक शमा  
निर्बंधक लिपिक

(8)

The expression and words of the Lessor and the Lessee shall mean and include their legal heirs, successors, nominees, assigns and legal representatives respectively.

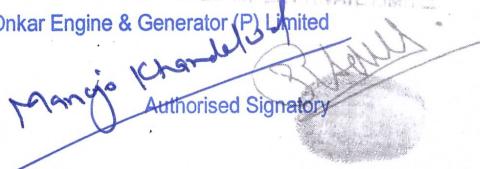
Whereas the Lessor aforesaid is the lawful owner and in possession of an Industrial Lease Hold Property No. 14, situated in Block-E, Sector-63, Noida, District Gautam Budh Nagar, U.P. duly allotted/transferred by the New Okhla Industrial Development Authority, hereinafter referred to as the Said Property.

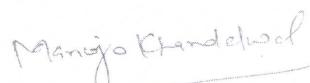
And whereas Lessor aforesaid has agreed to let out the above said Industrial Lease Hold buildup Property No. E-14, Sector-63, Noida, District Gautam Budh Nagar, U.P., (consisting 1 Goods Lift, 2 Passenger Lifts and Generator and other items as per Annexure A ) hereinafter referred to as said premises to the Lessee and the Lessee has also agreed to take the same on lease basis for the period of 5 (five) years.

NOW THIS LEASE AGREEMENT WITNESS AS UNDER:-

That the period of lease has been settled for 5 (five) years commencing from 01.04.2019 to 31.03.2024 with lock in period of three years and Lessee and Lessor shall be bound by 3 years i.e. 36 months of lease period (hereinafter called as (Lock-in-period) from the date of commencement of lease.

ONKAR ADAMALI PRIVATE LIMITED  
Onkar Engine & Generator (P) Limited

  
Mangjo Khandelwal  
Authorised Signatory

  
Mangjo Khandelwal

⑨

12/4/2019

पुष्टि विलेख 58.59

आवेदन सं.: 201900743036461

बही सं.: 1

रजिस्ट्रेशन सं.: 2663

वर्ष: 2019

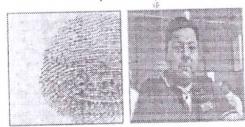
निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रतेखानुसार उक्त पटटा दाता: ।

श्री वरदा इग्यैक्स प्रा० लि० के द्वारा संजीव राज अनेजा,  
पुत्र श्री रमेश रमेश अनेजा

निवासी: डी-९८, प्रीत विहार दिल्ली

व्यवसाय: व्यापार

पटटा गृहीता: ।

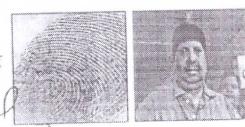


श्री औंकार इंजन एण्ड जनरेटर प्रा० लि० के द्वारा मनेजे  
खन्डेलवाल, पुत्र श्री ओ० पी० खन्डेलवाल

निवासी: सी-९९, बीएम रोहतगी अपार्टमेंट २, राम किशोर  
रोड, सिविल लाइन्स दिल्ली

व्यवसाय: व्यापार

*Mango* *Signature*  
ने निष्पादन स्वीकार किया जिनकी पहचान  
पहचानकर्ता: ।



श्री निखिल कुमार गुप्ता, पुत्र श्री स्व० राकेश गुप्ता

निवासी: ए-२०६, सैक्टर-२२, नोएडा

व्यवसाय: अन्य

पहचानकर्ता: २



श्री धरमवीर, पुत्र श्री राजपाल

निवासी: पम-२३, सैक्टर-२२, नोएडा

*Mango* *Signature*

Onkar Engine & Generator (P) Limited

Authorised Signatory

ने की । प्रत्यक्षते भद्र साक्षीयों के निशान आगे  
नियनानुसार किए गए हैं।

टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निदेशक: सदर द्वितीय

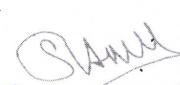
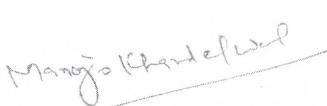
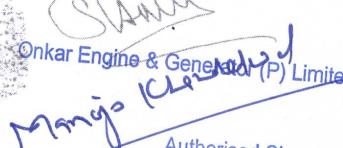
गौतम बुद्धनगर

विदेक शर्मा -

निर्देशक लिपिक

(10)

1. The initial period of 3 years from the commencement of lease shall be lock-in period, wherein case of vacation of premises by Lessee, it shall pay the lease rent for unexpired lock in period.
2. That the Lessee shall pay a lump sum monthly rent of Rs. 9,60,000/- (Rupees Nine Lakh Sixty Thousand only) per month +GST (as applicable) to the Lessor, payable in advance, on or before the 7th day of each English Calendar month as the rent will be increased by 5% after every year. All payments to be made by Lessee to lessor shall be made over through payee Cheque(s)/Demand Draft(s) by RTGS transfer.
3. That the Lessee has deposited with the Lessor an interest free security amounting Rs. 28,80,000/- (Rupees Twenty Eight Lakh eighty Thousand only) wide Cheque nos. 005166 & 005167 Dated 12.02.2019, Drawn on HDFC Bank, Sector-63 Noida. The shall be refundable at the time of expiry of lease period or at the time of vacation of the said property.
4. That the Lessee shall pay the Electricity & water consumption charges as per Sub-Meter/Meter installed for the above said portion.

   
Shanti  
Onkar Engine & Generators (P) Limited  
  
Manoj Khandelwal  
  
Manoj Khandelwal  
Authorised Signatory

5. That the Lessee shall be liable for all its business expenses and statutory liabilities including VAT/GST, Income tax, FBT etc., and any other costs, charges expenses duties and levies that may be applicable to its conducting the business as per the relevant provisions of law for the time being in force, and the lessor has absolutely no liability whatsoever in these regards any further the Lessee does hereby indemnify, keep indemnified, harmless and defended the Lessor forever in that behalf.
  6. That the Lessor shall be liable to pay any taxes, lease rent/Ground rent etc. regarding the above said Industrial Property to the concerned authorities/department.
  7. That the lessee shall deduct tax at source (i.e. TDS) from the monthly rent in accordance with the applicable provisions of the Income Tax Act 1961 (as amended from time to time) pay the tax so deducted to tax authorities and furnish to the Lessor at the end of every financial year TDS certificate(s) in respect of the TDS deducted in the proceeding financial year.
- 7(a) That Lessee will pay the Lease Rentals on or before the 7th day of each calendar month. If the Lessee fails to pay the rent for three consecutive months then this lease agreement shall be treated as cancelled and the lessor has the right to get the said property vacated without giving any notice to the lessee.
- 7(b) All the staff employed by the Lessees shall be the employees of Lessee and Lessor shall not be liable for any claims/liability arising out of their employment.

For VARADA ENGINE & GENERATOR LIMITED

Onkar Engine & Generator (P) Limited

Shail Mangal Chaudhary  
Authorised Signatory

(12)

8. That the said premises shall be strictly used by the Lessee alone for the purpose of its business and for no other purpose and shall not use or allow or permit to be used the said premises or any part thereof for any illegal, immoral or improper purposes

8(a) That the LESSEE shall use the Said Property for industrial purposes only approved by the Noida Authority.

8(b) That the LESSEE shall pay the Electricity Consumption charges as per Meter installed for the purpose. The Lessee is entitled to a load of 450 K.V.A. The Lessor shall be responsible to pay the previous electricity & water dues if any is outstanding for the said premises.

8(c) That the LESSEE aforesaid shall be liable to pay any Sales Tax Recovery, Any Customs & Excise Duty or dues, any dues of E.S.I. & PF Departments and any pending dues on of Sales Tax/ESI/PF or any other Govt. Departments & their duties or levies in any respect regarding the above said firm i.e. M/s. Onkar Engine & Generators Pvt. Ltd. , as on date of vacation of said Premises and if any claim or any such matter arrive at a later date if proved otherwise the LESSEE aforesaid shall be liable and responsible for the same.

9. That the Lessee shall not sublet the whole or any part of the demised premises to any one else in any case.

10. That the Lessee shall not make any addition or alteration in the demised portion without obtaining prior written of the Lessor.

11. That the Lessee shall abide by all the bye-laws, rules and regulations of the local authorities in respect of the demised premises.

For VARADA IMPEX PRIVATE LIMITED

Onkar Engine & Generator (P) Limited

Mangal Chandekar  
Authorised Signatory

Mangal Chandekar

13

12. That the either party can give three months notice in writing to the other party after the expiry of 3 years lock-in-period, to get the premises vacated in case vacation is to be done earlier than the expiry of the lease period.

13. Upon termination of agreement the right available to the Lessor in the Agreement here in above, the Lessor shall declare all sums due and to become due hereunder for, immediately due and payable by the Lessee and the Lessor may forthwith re-enter upon the property or any part thereof and this Agreement shall thereupon stand determined but without prejudice to any claim, which the Lessor may have against the Lessee in respect of any breach, non-performance or non-observance of the covenants or conditions herein contained.

14. The security deposit shall be refunded by Lessor to Lessee forthwith upon termination/ expiry of this deed at the time of handing over the vacant peaceful vacant possession of the Premises by Lessee to Lessor. LESSOR shall be entitled to adjust the amount of security deposit against dues payable, if any, by Lessee and also towards electricity charges or other dues as payable by Lessee. The Lessee shall be entitled to adjust the amount of refundable security deposit against Lease Rental payable for the notice period.

15. That the Lessee shall hand-over the vacant and physical possession of the demised premises to the Lessor on the termination of this Lease Agreement.

ONKAR ENGINE & GENERATOR PRIVATE LIMITED  
Onkar Engine & Generator Limited

Mangal Chandelwal  
Authorised Signatory

Mangal Chandelwal

14

16. The Lessor would be entitled to sell, transfer or mortgage the premises to any party or parties with whom they may enter in agreement of sale, Transfer or mortgage in future, without prejudice to the right of the Lessee under this agreement and the Lessee shall pay all the future, rent to the new owner and the lease will continue as per the terms mentioned herein.
17. That the Lessor has not liability towards the lessee or its employees on account of any damage the lessee may suffer due to any theft, dacoity, Fire Earthquake, rioting, short circuit or any other mishap, natural calamity or act of god that may affect the leased premises or its contents.
18. That the Lessee will bear the expenses regarding the registration of this lease agreement in respect of the above said Industrial Property.
19. That the Principal lease hold rights regarding the said Industrial property shall always remain with the Lessor aforesaid.
20. That the Lessor & the Lessee have gone through the contents of this Lease Agreement & after having fully understood the contents thereof have put their respective hands, voluntarily out of his sweet will & without any undue influence, coercion or pressure from any corner whatsoever.
21. That the first party and second party (both) shall pay the half (50:50) amount for Rent Permission charges in the office of Noida Authority and expenses for execution and registration of rent Agreement in the office of Sub-Registrar Noida.

Onkar Engine & Generator (P) Limited

Manjo Khandchali  
Authorised Signatory

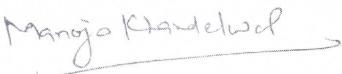
(15)

22. In case of renewal of rent a new and fresh agreement will be registered. The rent for the premises will be mutually decided at the time of such renewal and the right to accept or reject the proposal of lessee for renewal of lease will be with lessor only

That the Stamp Duty of Rs. 9,59,000/- (Rupees Nine Lakh Fifty Nine Thousand only ) has been paid on this Lease Agreement vide e-stamp Certificate No. IN-UP05950597296963, certificate issued on dated 18.04.2019, by Stock Holding Corporation of India Ltd.

For VARADA IMPEX PRIVATE LIMITED


Photograph of witness No. 1 & Photograph of witness No. 2



Onkar Engine & Generator (P) Limited

  
Mangal Khandelwal

Authorised Signatory

(16)