

3663



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh
e-Stamp

Certificate No.	: IN-UP05550097296963R
Certificate Issued Date	: 18-Apr-2019 04:18 PM
Account Reference	: SHCIL (FI) upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UP/UPSHCIL0107097555443251R
Purchased by	: ONKAR ENGINE AND GENERATOR PVT LTD
Description of Document	: Article 35 Lease
Property Description	: INDUSTRIAL BUILT-UP PLOT NO.14, BLOCK-E, SECTOR-63, NOIDA
Consideration Price (Rs.)	:
First Party	: VARDA IMPEX PVT LTD
Second Party	: ONKAR ENGINE AND GENERATOR PVT LTD
Stamp Duty Paid By	: ONKAR ENGINE AND GENERATOR PVT LTD
Stamp Duty Amount(Rs.)	: 9,59,000 (Nine Lakh Fifty Nine Thousand only)



Please write or type below this line

For VARADA IMPEX PRIVATE LIMITED

[Signature]

Mangy Khandelwal



0011555029

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shastarano.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The error of identifying the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Onkar Engine & Generator (P) Limited

Mangy Khandelwal
Authorized Signatory



Onkar Engine & Generator (P) Limited

Mango Khadwal
Authorized Signatory



AVNISH GUPTA
ADVOCATE



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. 11,66,880 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/-

For VARADAMPEX PRIVATE LIMITED

Shanku

Mangya Khondakal

Onkar Engine & Generator (P) Limited

Mangya Khondakal
Authorized Signatory

Onkar Engine & Generator (P) Limited

Mangor Khadwal
Authorized Signatory



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 24th 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. AAAC07860R) 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. Khundelwal 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

ਪ੍ਰਤਿ ਸਿਰੰਗ ੬੨

पट्टा विलेखः कबुलियतनामा

अर्थ, २०१९

श्री श्रीकार इन्डिया एन्ड जर्नलर प्राइम लिमिटेड द्वारा
मंगोल खाद्योद्योग अर्थात् मंगोलिया प्राइम लिमिटेड,
पूर श्री अंगो एन्ड खाद्योद्योग
अन्वयः मंगोल
मिनिस्त्री श्री ११, बीएम रोडलगाई अंगो १, मंगोलिया प्राइम लिमिटेड, मंगोल
दिल्ली



सविस्तीर्ण अधिवक्ता के हस्ताक्षर



उपनिबंधक सदर इंडियन
सौभाग्य बुद्ध नगर
२०७३/७/१९
विधिक समी.
निबंधक सिपिक

Onkar Engine & Generator (P) Limited

Mangal Khandelwal
Authorized Signatory

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 buildap 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.

For VARADAMPER PRIVATE LIMITED:



Mangya Khandwal



Onkar Engine & Generator Pvt. Limited

Mangya Khandwal

Authorized Signatory

आवेदन सं०: 181508743836461

श्री सं०: 1 रजिस्ट्रेशन सं०: 2663 वर्ष: 2019

निष्पादन लेखापत्र काट चुकने व समझौते मजसुम व प्राप्त धनराशि क बरतैखानुसार उक्त पदटा दाता ।

श्री वरदा इन्फेस्ट प्रा० लि० के द्वारा रजोय राज अनेज,
पुत्र श्री रघुवीर सिंह अनेज

निवासी: सी-१८, टॉल विहार दिल्ली

कर्मस्थ: व्यापार

पदटा गृहीता: 1



श्री अक्षय इज्जत एण्ड जेनरेटर प्रा० लि० के द्वारा मनीष
खन्नेलवाल, पुत्र श्री ओ० पी० खन्नेलवाल

निवासी: सी-११, बीएम रोडवाली अवार्ड-१, राम विप्लोर
रोड, विविट लाइन्स दिल्ली

कर्मस्थ: व्यापार

ने निष्पादन स्वीकार किन्तु विनिर्देश पड़वाने

पहचानकर्ता: 1



श्री निखिल कुमार गुप्ता पुत्र श्री सी० राजेंद्र गुप्ता

निवासी: ए-२०६, सेक्टर-२२ नोएडा

कर्मस्थ: अन्य

पहचानकर्ता: 2



श्री धरमवीर, पुत्र श्री राजबल

निवासी: एम-२३, सेक्टर-२२ नोएडा

कर्मस्थ: अन्य



ने श्री । प्रत्यक्षीय किन्तु किन्तु निम्न अनुते
निबन्धनकार किन्तु किन्तु
दिल्ली



अधिकार प्राप्त अधिकारी के द्वारा

अनेज

उप निबंधक - सदर द्वितीय

गोपम इन्डुनगर

विशेष सेवा

निबंधक लिपिक

Onkar Engine & Generator

Mamajo Khandwal
Authorized Signatory

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) vide 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.



Shank

Mangya Khandewal



Onkar Engine & Generator (P) Limited

Mangya Khandewal

Authorized Signatory



Onkar Engine & Generator (P) Limited

Mangya Chandolwal

Authorized 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 KARADA IMP EX PRIVATE LIMITED



Mamyo Khandwal



Orion Engine Limited

Mamyo Khandwal
Authorized Signatory



Onkar Engine & Generator (P) Limited

Manoj Khandelwal

Authorized Signatory

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.

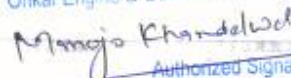
For VARADA IMPEX PRIVATE LIMITED







Onkar Engine & Generator Pvt. Limited


Authorized Signatory



Onkar Engine & Generator (P) Limited

Manoj Khandelwal
Authorized Signatory

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.

FOR VARADAN PVT. PRIVATE LIMITED




Mangaj Chandelwal



Onkar Engine & Generator (P) Limited

Mangaj Chandelwal
Authorized Signatory

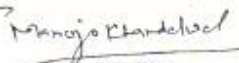


Onkar Engine & Generator (P) Limited

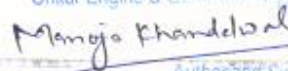
Mangaj Khandelwal
Authorized Signatory

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



Authorized Signatory



Onkar Engine & Generator (P) Limited
Mangalore
Authorized Signatory

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-UP06950697296963, certificate issued on dated 18.04.2019, by Stock Holding Corporation of India Ltd.

For VARADALIMPEX PRIVATE LIMITED



Mangya Khandelwal



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



Onkar Engine & Components Limited

Mangya Khandelwal

Authorized Signatory

Onkar Engine & Generator (P) Limited

Manoj Khandelwal
Authorized Signatory



ANNEXURE A

05/04/2019

E-14 / Sr-63, Heavy Construction

Part	Qty.	Rate	Amount	Unit	Light	Heavy	Open	Close
Ground	3	17	51	sqm				
Bedrock	9	14	126	sqm				
1st	2	17	34	sqm				
2nd	2	17	34	sqm				
3rd	8	17	136	sqm				
4th (Total)	1	0	0	sqm				
TOTAL	25	82	179	108	21	9		

Generator - 210 kVA
Tens for m/s -
Ramp
57 P.
LT Panel
Fire hydrant pipe

SIGNED: 21

ONKAR ENGINE & GENERATOR PRIVATE LIMITED

[Signature]

Mamaji Khandwal

[Stamp]

Onkar Engine & Generator Private Limited

Mamaji Khandwal
Authorized Signatory



Onkar Engine & Generator (P) Limited

Manoj Khandelwal

Authorized Signatory

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE
BOARD OF DIRECTORS OF VARADA IMPEX PRIVATE LIMITED HELD AT THE
REGISTERED OFFICE OF THE COMPANY AT B-112 JHILMIL COLONY, DELHI -110095
ON 12TH APRIL, 2019 AT 11:30 HRS

A proposal "TO LET/RENT" E-14, Sector 83, Noida - 201309, Uttar Pradesh was placed before the Board. After discussions, the Board unanimously:

RESOLVED THAT Mr. Sanjeev Raj Anuja, S/o late. Shri R.S ANEJA R/o D-98, Preet Vihar Delhi-110092, Aadhar No. 8353 5053 4261, is hereby authorised to sign and execute all such document(s) or instrument(s) and do all such acts, deeds and things as may be necessary to deal and negotiate the said Premises for rent.

"RESOLVED FURTHER THAT the aforesaid power entrusted to the said official shall be valid and effective unless revoked earlier by the Board or shall be exercisable by him so long as he is in the concerned to the Company."

"RESOLVED FURTHER THAT all acts, deeds, things, matters, etc. as foretasted shall be deemed to be valid and enforceable only if they are consistent with the instant resolution as may be relevant in this case and that the Board shall not be responsible for any acts beyond the scope of the foretasted powers done by Mr. Sanjeev Raj Anuja and such invalid, illegal acts, and acts done beyond the scope of powers granted in this Resolution shall not bind the Company against any third parties or before any authorities in any manner and that the Board shall not be answerable in that behalf."

"RESOLVED FURTHER THAT a certified copy of the resolution be given to anyone concerned or interested in the matter."

For Varada Impex Private Limited

R. Amit Agarwal
Amit Kumar
(Director)

For Varada Impex Private Limited

N. Govinda Agarwal
Govinda Agarwal
(Director)

Onkar Engine & Generator Limited

Mangya Khandelwal



Warranty

Onkar Engine & Generator (P) Limited

Mangya Phandelwal
Authorized Signatory



ONKAR ENGINE &
GENERATORS
PRIVATE LIMITED

RESOLUTION

CERTIFIED COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN THE MEETING HELD ON FRIDAY 22ND APR 2019 AT THE CORPORATE OFFICE D-255, SECTOR 63, NOIDA, DISTT. GAUTAM BUDDH NAGAR, UTTAR PRADESH- 201301.

RESOLVED THAT MR. RAJEEV KHANDELWAL CHAIRMAN OF THE COMPANY ONKAR ENGINE & GENERATOR (P) LIMITED AUTHORISED TO MR. MANOJ KHANDELWAL DIRECTOR OF COMPANY TO EXECUTE THE RENT AGREEMENT OF E-14 SECTOR-63, NOIDA ON BEHALF OF THE COMPANY.

CERTIFIED TRUE COPY
ONKAR ENGINE & GENERATOR (P) LIMITED

Rajeev Khandelwal
RAJEEV KHANDELWAL
CHAIRMAN

Manoj Khandelwal
MANOJ KHANDELWAL
DIRECTOR

Works: Kharsa No. 283, Magarpur, Halagani Road, Tehsil Halagani, Distt. Solan (H.P.) Phone : 01795 265305
Regd. Office : 37, Ram Nagar, Street No.1, Paharganj, New Delhi-110055
PIN: 91-11-25537032/23-23032243, Telex: 91-11-29322709
E-mail: Ed@omegasppliances.com Website: www.indiamer.com/omegasppliances.com



Onkar Engine & Generator (P) Limited

Manoj Khandelwal
Signature



Onkar Engine & Generator (P) Limited

Mangya Khandelwal

Authorized Signatory

IN WITNESSES, WHEREOF, BOTH THE PARTIES HAVE SIGNED THIS
LEASE AGREEMENT ON THIS 24th DAY OF APRIL 2019, IN THE
PRESENCE OF THE FOLLOWING WITNESSES:

WITNESSES

1.

Nikhil Kumar Gupta
S/o Late Shri Rakesh Gupta
R/o A-206, Sector-22, Noida
(Aadhaar No. 4497-7488-6431)
(Mobile No. 9811308063)

2.

Dharamvir
S/o Shri Rajpal
R/o M-23, Sector-12, Noida

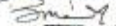
For VARADA IMPEX PRIVATE LIMITED


LESSOR

Mangjo Khadwal
LESSEE



DRAFTED BY


AVNISH GUPTA
ADVOCATE

Onkar Engine & Generator (P) Limited

Mangjo Khadwal
Authorized Signatory

(24/2019)

पृष्ठ संख्या 80

आवेदन सं०: 201900743036461

वही संख्या 1 जिल्द संख्या 10372 के पृष्ठ 111 से 150 तक
क्रमांक 2663 पर दिनांक 24/04/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


वीरसेन

उप निबंधक : सदर द्वितीय
गौतम बुद्ध नगर
24/04/2019



Onkar Engine & Generator (P) Limited

Manoj Khandelwal

Authorized Signatory