

Non Judicial



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Haryana Government**



Date : 03/03/2022

Certificate No. G0C2022C393

GRN No. 87830782



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Anita mittal

H.No/Floor : F19

Sector/Ward : Na

LandMark : Gf ashok vihar phase 1 sarswati vih

City/Village : Delhi

District : North west delhi

State : Delhi

Phone: 96*****92



Buyer / Second Party Detail

Name : Pradeep kumar upadhyay

H.No/Floor : 22/111

Sector/Ward : Na

LandMark : West patel nagar

City/Village : Delhi

District : Delhi

State : Delhi

Phone : 98*****45

Purpose : Rent Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

LEASE DEED

The LEASE AGREEMENT is made and entered into at Sub-registrare, Manesar 03rd day of March 2022.

BETWEEN

Mrs. Anita Mittal (Aadhar # 6433-5972-6307) W/o Sh. Sunil Kumar R/o House No. F-19, Ground Floor, Ashok Vihar Phase -1, Sarswati Vihar, North West, Delhi-110052, (Hereinafter referred to as "THE LESSOR" Which expression shall mean and include her legal Successors, legal representative, and assignees).

AND

Mr. Pradeep Kumar Upadhyay (Aadhar # 9690-2953-2272) S/O Manan Upadhyay Proprietor of M/S Winning Brew Private Limited, having it's Registered Office at 22/111, West Patel Nagar, Delhi – 110008 (hereinafter referred as the "THE LESSEE" which expression shall mean and include all its successors, legal representatives, executors, administrators and assigns).

WHEREA he LESSOR landlords is the absolute owner and in possession of the industrial premises Plot No.31, Sector-8, Located at IMT Manesar, District- Gurgaon, State Haryana, and have decided to lease the plot/measuring 450 sq. mtrs & Building measuring

[Signature of Anita Mittal]

[Signature of Pradeep Kumar Upadhyay]



about **8906 sqft approximately**, and comprises of basement, Ground Floor, First floor and Second floor, here after referred to as '**THE SCHEDULED PREMISES**'.

AND WHEREAS pursuant to negotiations between the parties, the **LESSOR** is agreeable to lease the '**THE SCHEDULED PREMISES**' to the **LESSEE** for legal industrial purpose only, upon certain term and conditions which the parties now desire to record by executing the **LEASE AGREEMENT**.

Now therefore in pursuance of the Above, This Agreement witnesses the following between The **LESSOR** and The **LESSEE**:

1. General:

That in consideration of the rent hereby reserved and of the terms and conditions and covenants of the lease contained and on the part of the parties to be observed and performed, the **LESSOR** hereby agrees to grant and the **LESSEE**, hereby agrees to accept the lease of the scheduled premises for a period of **11 Months form 21 February 2022 to 20 January 2023**. That the premises will be made ready for possession and occupation by the **LESSOR** by date **20th February 2022**. The rent will start and become chargeable from the date of handing over possession by the **LESSEE** that is **21st February 2022**.

2. Rent

The monthly rent payable by the **LESSEE** for the **SCHEDULED PREMISES** shall be a sum of **Rs. 1,15,000/-** (Rupees on Lakh Fifteen Thousand only plus GST if applicable from time to time). The Rent shall be payable on or before **5th Day** of each English calendar month in advance, for that month by **RTGS** to the **LESSOR's** account. The **Lessee** shall deduct TDS as applicable from time to time, in accordance to the Income tax rules, and a TDS certificate shall be provided to the **LESSOR** with regard to the deduction of the TDS.

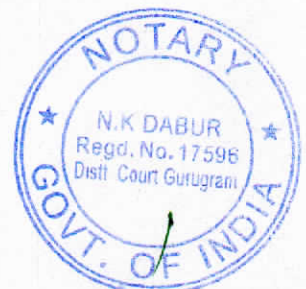
3. ENHANCEMENT:

The monthly rent payable to the Lessor by the Lessee for the **SCHEDULED PREMISES** of the last rent paid at the end of every 11 months from the date of commencement of the Lease.

From **21st February 2022** to **20th January 2023** at **Rs. 1,15,000/-**







4. DURATION:

The Lease shall commence on and from **21st February 2022** and shall be in force for **11 Months**, till **20th January 2023**. The Lease is renewable at the option of the **LESSEE and the LESSOR**, for further successive period, on the same terms and conditions as mentioned herein, excluding clause-2 and clause-3 above and subject to there being no breach of any of the terms and conditions herein.

5. LOCK-IN PERIOD

The lock-in period is mutually agreed for **11 Months** i.e. from **21st February 2022** to **20th January 2023** both parties here by agrees for the same.

6. SECURITY DEPOSIT TO THE LESSOR

The Lessee has paid security deposit to the LESSOR equivalent to **2 months** of the present rent, for the **SCHEDULED PREMISES** as interest free Security deposit.

The total Sum of **Rs. 2,30,000/- (Rupees Two Lakh Thirty Thousand only)**, has been paid by **Cash to Smt. Anita Mittal** on **18th February 2022**.

The LESSOR hereby acknowledge and the same amount of **Rs Two Lakh Thirty Thousand only**, shall be held by the LESSOR, as interest free security deposit, during the continuance of the lease and/or on any renewal thereafter, This shall be repaid back to Lessee, free of interest at the end of the period of the Loan or on earlier termination of the Lease after clearance of all the dues.

7. TAXES, DEPOSITS, ASSESSMENTS CHARGES:

The LESSOR shall pay all property taxes of Manesar Gram Panchayat or the relevant Municipal Corporation (if and when applicable) and enhance cost as and when demanded by HSSIDC and shall keep the **SCHEDULED PREMISES**, free from all encumbrances.

8. ELECTRICITY, WATER SEWER AND BUILDING MAINTANCE CHARGES:

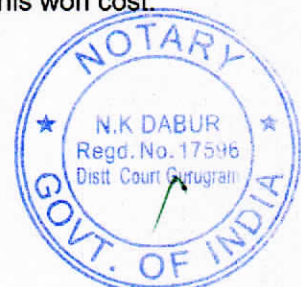
The LESSEE shall pay timely directly to the HSIIDC / DHBVN or the concerned authorities, the electricity, maintenance, water and sewer charges utilized for own use during the period of the lease.

9. REPAIRS TO SCHEDULED PREMISES:

The LESSEE shall get all minor of day to day repairs like plumbing repair, painting, and minor pump repairs, door & windows repair, shutter repair at his won cost.

[Signature]

[Signature]



The **LESSOR** shall undertake the major repairs of damages to the scheduled premises which are caused by Acts of God within a reasonable time, after being brought to notice by the **LESSEE**.

The **LESSEE** may get such major repairs done after informing the **LESSOR** and the **LESSOR** shall reimburse the cost in full to the **LESSEE** after agreeing upon the cost in writing by the both parties.

10. NATURE OF USE PERMITTED.

The **LESSEE** shall be entitled to use the scheduled premises for industrial purpose only and shall not use or permit the use of the scheduled premises for any unlawful purpose or will not sublet the said premises to third party.

11. MAINTENANCE:

The **LESSEE** shall keep the scheduled premises in a fit and proper state, subject to normal wear and tear, by day to day use.

The **LESSEE** shall not be responsible for any loss, destruction, or damage to scheduled premises arising out of any Act of God or due to circumstance beyond the control of the Lessee like industrial unrest and riots.

The **LESSEE** shall permit the Lessor or his representative to enter upon the premises for inspection at all reasonable hours, which shall be intimated to the Lessee at least a week in advance and the visit shall not be more than once a month.

12. LESSOR'S COVENANT:

The **LESSEE** paying the rent shall be entitled to quit possession and peaceful enjoyment of the for the **SCHEDULED PREMISES** without any hindrance, interruption of disturbance by or form the **LESSOR**, his heirs or by any person or persons claiming through under or in trust for Lessor or his representatives.

At a later point of time, if there is any dispute with regards to the title of the schedule property, which in turn affects the peaceful possession of the **LESSEE**, the **LESSOR** shall be liable to indemnify the **LESSEE** for all such losses and damage caused to the **LESSEE** and as demanded by the **LESSEE** and without any protest or demur.

13. TERMINATION OF LEASE AGREEMENT:

The lease shall be terminable under all or any of the following circumstance, namely:

- a. The lease may be terminated by the **LESSEE** by giving One (1) month notice, in writing during the Lease period or after completing of the Lock-in Period of 24 months i.e. from **21st February 2022 to 20th January 2023**.

That **LESSOR** has option of terminating the LEASE DEED with sufficient prior notice to **LESSEE** due to any of the following reasons (1) if there is a major action by the police on the **LESSEE** due to any illegal act regarding the



SCHEDULED PREMISES (2) if for any reason the monthly rent is delayed beyond **One months** and separate interest @ **2% per month** is not paid by the **LESSEE** to the **LESSOR** for the **delayed rent**.

- b. This LEASE may also be terminating the **LESSOR**, if the **LESSEE** fails to pay the rent of a period of two (2) consecutive months.
- c. This Lease may be terminated in the event of breach of the terms and conditions of the lease by the party not in breach.
- d. If the scheduled properly, or any party parts thereof are severely damaged or destroyed due to any unforeseen circumstance, or civil commotion, Acts of God. Etc. and these damages cannot be restored

The **LESSEE** should not Sub-lease the Property under Lease to any other individual or Company at any time during occupancy failing which the Lease would have deemed to have been terminated.

- 23. In case the **LESSEE** requires more or extra electricity load over and above the existing 49 KVA, for the above premises, the **LESSEE** will arrange and pay for the same at his own cost.
- 24. That the **LESSEE** will use the premises for it's GST Notified electronic factory. The said premises in full or in part cannot be subject, but more business activities can be conducted by **LESSEE**.
- 25. That **LESSOR** will return the security deposit to the **LESSEE** in case the premises need to be vacated because of any action by any state or central government department due to inadequacies in the approved building plan of construction or because of non-granting of any premises / registrations/ licenses to effectively and legally run a factory at the above mentioned premises (for example DIC Registration/Central Excise registration/GST Registration/ Factory Act registration / pollution Control Board License/ Electricity Authority of Government of Haryana etc.)
- 26. That the **LESSOR** will provide all necessary documents, all approvals or Title deed / property extract to property tax receipts, without any objection to the **LESSEE** which may be demanded or may be required, to be submitted to various government departments of the State and the Central Government of India, and as may be required, to be submitted to various government departments of the state and the Central Government of India, and as may be required by the **LESSEE**'s bankers and insurers of the plant, machinery, stocks and book debts.
- 27. That **LESSEE** has the right to make an application for the installation of telephone lines, broadband connection, cables TV connections, leased lines and additional electricity connections etc. as per their requirements from time to time. The **LESSEE** would also be entitled to apply for no objection's certificates, various registration

[Signature]

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certificates and licenses etc. from various state and central government department/authorities/boards. In short **LESSEE** would be entitled to do any act which is required, for running it's factory in the said property.

28. That the **LESSEE** will have right to use the address of the **SCHEDULED PREMISES** as its business address and shall be allowed to use the same for the purpose of opening of bank accounts, information to the post office or any such requirement for the purpose of address proof.

29. That the **LESSEE** will bring in machinery, production and test equipment's and their spares and accessories for factory/ office use. All such goods and articles will be absolute property of the **LESSEE**. That the **LESSEE** is at liberty, at it's own cost, to construct, fix, erect bring in or fasten to the demised premises and to remove after the expiry of the lease or add or remove from time to time any plant, machinery, generators, compressors, furniture/wall fixtures / electrical fixtures and fittings, which the **LESSEE** may require and the **LESSEE** shall also be entitled to erect such wall partitions, screening counters platform, shelves, cases, cupboards, safes, cabinets, lockers, strong room with doors, grills, shutters, sun blinds, gas and electric fittings, stoves, lights, fans. Air conditioners kitchen equipment's, sinks, false roofing and other equipment's, fittings, articles and things, all of which the **LESSEE**, shall be at liberty to remove on or before the termination of the lease, without objection form the **LESSORS**. The **LESSOR** also promises to extend all facilities and do every act which may be necessary, in this connection, which ought to be done as owner.

30. It is explicitly agreed by the **LESSOR**, by way of this Lease Deed to allow the **LESSEE** to make the following temporary structures changes/additions to the leased building structure ie the **SCHEDULED PREMISES** at the cost of the **LESSEE**. **All the above additional investments** made by the **LESSEE** are the property of the **LESSEE** and so the **LESSEE** reserves the right to remove and take away each and every part at the time of vacating the premises, what was purchased and installed by the **LESSEE** and make good the premises.

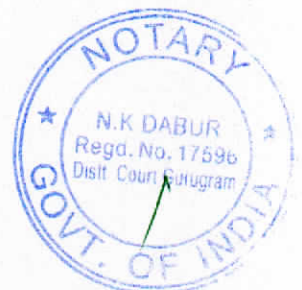
31. Registration / HSSIIC Permission

The **LESSOR** and the **LESSEE** agree to share equally the fees for registration of **LEASE DEED** and the **HSSIIC** permission equally.

[Signature]

[Signature]

SCHEDULED PROPERTY



The whole industrial building referred as the SCHEDULED PREMISES and located at, IMT Manesar, measuring about 8906 Sq. ft approximately, along with car parking space, bounded by

EAT: PLOT NO. 30

WEST: PLOT NO. 32

NORTH: PLOT NO. Village Aliyar/Dhana

SOUTH: PLOT NO. 58

IN WITNESS WHEREOF the parties hereto have set their respective hand on this present of first hereinabove written.

1. Name **ANITA MITTAL** LESSOR
Signature A Mittal
Address House No. F-19, Ground Floor,
Ashok Vihar Phase-1, Sanswadi Vihar
North West, Delhi-110052. M.No. 9999593162
Aadhar Card No. 6433-5972-6307

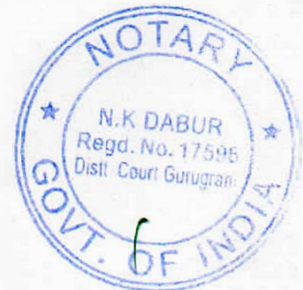
2. Name **Pradeep Kumar Upadhyay** LESSEE
Signature Pradeep Kumar
Address 31 / Sect-8, IMT Manesar
M.No. 9818087745
Aadhar Card No. 9690-2953-2272

WITNESS: 1

Signature Ranjeet Kumar
Name :- **Ranjeet Kumar**
Aadhar Card: 801850695881
Address: House No. Kasba Maker Anjan
maker, Saman, Biner-841215
M.No. 7678485592

WITNESS: 2

Signature Himanshu Kumar
Name :- **Mr. Himanshu Kumar**
Aadhar Card: 322947585053
Address: House No. 2174, Room No.107,
Near Preet Vatika, Manesar, Gurgaon
Haryana - 122051
M.No.7428905656



ATTESTED

N.K. DABUR
Advocate & Notary
Distt. Court, Gurugram (Hr.) India

3 MAR 2022