

Non Judicial



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Haryana Government



Date : 14/12/2020

Certificate No. G0N2020L133



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 70112181



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Anita Mittal

H.No/Floor : F19

Sector/Ward : 00

LandMark : Ground floor ashok vihar

City/Village : Ashok vihar

District : North west delhi

State : Delhi

Phone: 98*****18



Buyer / Second Party Detail

Name : Archana Upadhyay

H.No/Floor : 00

Sector/Ward : 00

LandMark : Rajendra park

City/Village: Daultabad

District : Gurugram

State : Haryana

Phone : 98*****18

Purpose : Lease Deed

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LEASE DEED

This LEASE AGREEMENT is made and entered into at Sub-registrare, Manesar 14th day of December 2020.

BETWEEN

Mrs. Anita Mittal (Aadhaar # 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 representatives, and assignees).

AND

Archana Upadhyay (Aadhaar # 4206-8259-3278) w/o Shri Pradeep Kumar Upadhyay proprietor of M/s **Sidhivinayak Optical Network**, having it's Registered Office at 1522/31, Rajendra Park, Daultabad Road, Behind Toyota Showroom, Gurugram, HR (hereinafter referred as the " **THE LESSEE**" which expression shall mean and include all its successors, legal representatives, executors, administrators and assigns).

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

Aras

Anita Mittal



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 terms and conditions which the parties now desire to record by executing this 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 **5 years from 1st January 2021 to 31st December 2025**. That the premises will be made ready for possession and occupation by the LESSOR by date **31st December 2020**. The rent will start and become chargeable from the date of handing over possession by the LESSEE that is **01st January 2021**.

2. **RENT:**

The monthly rent payable by the LESSEE for the **SCHEDULED PREMISES** shall be a sum of **Rs. 1,15,000/-** (Rupees One 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** aforesaid in clause 2 shall be enhanced by **5%** of the last rent paid at the end of every 12 months from the date of commencement of the Lease.

From 1st January 2021 to 31st December 2021 at **Rs.1,15,000/-**
From 1st January 2022 to 31st December 2022 at **Rs.1,21,000/-**
From 1st January 2023 to 31st December 2023 at **Rs.1,27,000/-**
From 1st January 2024 to 31st December 2024 at **Rs.1,33,000/-**
From 1st January 2025 to 31st December 2025 at **Rs.1,40,000/-**

4. **DURATION:**

The Lease shall commence on and from **1st January 2021** and shall be in force for **5 years (60 Month)**, till **31st December 2025**. 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 **2 years (24 months)** i.e. from **1st January 2021 to 31st December 2022** 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 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 RTGS/Cheque, to Smt. Anita Mittal on **11th December 2020** Amount **Rs. 1,15,000/-** (Rupees One Lakh Fifteen Thousand Only) vide ref. no. 000310559306 from the HDFC Bank account and Amount **Rs. 1,115,000/-** vide cheque no. 000051 dated **14-12-2020** drawn on HDFC Bank of the LESSEE.

The LESSOR hereby acknowledges 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 there after. This shall be repaid back to Lessee, free of interest at the end of the period of the Lease or on earlier termination of the Lease after clearance of all the dues.

7. **TAXES, DEPOSITS, ASSESSMENTS CHARGES:**

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Anita Mittal
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GURGAON
Regn. No. 3999
GOVT. OF INDIA
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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 HSIIDC and shall keep the SCHEDULED PREMISES, free from all encumbrances.

8. **ELECTRICITY, WATER SEWER AND BUILDING MAINTENANCE 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 or day to day repairs like plumbing repair, painting, and minor pump repairs, doors & windows repair, shutter repair at his own cost.

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 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 quiet possession and peaceful enjoyment of the for the SCHEDULED PREMISES without any hindrance, interruption or disturbance by or from the LESSOR, his heirs or by any person or persons claiming through under or in trust for the Lessor or his representatives.

At a later point of time, if there is any dispute with regard 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 damages 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:

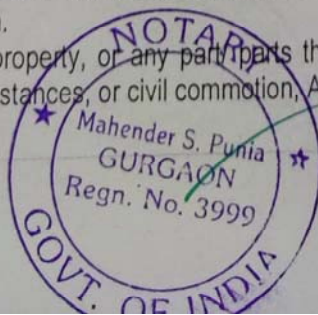
- a. This lease may be terminated by the LESSEE by giving One (1) months notice, in writing during the Lease period or after completing of the Lock-in period of 24 months i.e. from 1st January 2021 to 31st December 2022.

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 @ 2.0 % per month is not paid by the LESSEE to the LESSOR for the delayed rent.

- b. This LEASE may also be terminated by the LESSOR, if the LESSEE fails to pay the rent of a period of two (2) consecutive months.

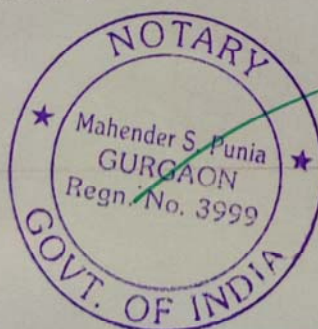
- c. This Lease may be terminated in the event of breach of the terms and conditions of the lease by the party not in breach.

- d. If the scheduled property, or any part thereof are severely damaged or destroyed due to any unforeseen circumstances, or civil commotion, Acts of God, etc. and these damages cannot be restored



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- 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 sublet, but more business activities can be conducted by the **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 or construction or because of non granting of any permission / 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 or 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 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 connections, cable 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 objections certificates, various registration certificates and licenses etc. from various state and central government departments/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 it's 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 equipments 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 walls, partitions, screening counters platforms, shelves, cases, cupboards, safes, cabinets, lockers, strong room with doors, grills, shutters, sun blinds, gas and electric fittings, stoves, lights, fans, air conditioners, kitchen equipments, sinks, false roofing, any other equipments, 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 from the **LESSOR**. 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 / HSSIDC Permission**

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

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

EAST: 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 hands on this present on first hereinabove written.

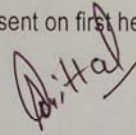
1. Name

Signature

Address

Aadhar card no.

LESSOR



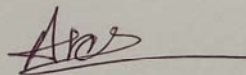
2. Name :-

Signature

Address-

Aadhar card no.-

LESSEE



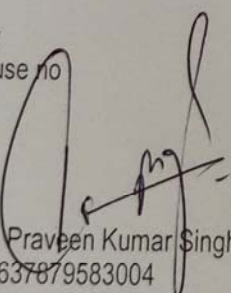
WITNESS: 1

Signature

Name :-

Aadhar Card:

Address: House no



WITNESS: 2

Signature

Name :- Mr. Praveen Kumar Singh Chauhan

Aadhar Card: 637879583004

Address: House no 823 Sector -9

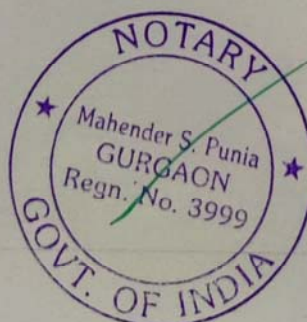
Gurgaon Haryana

ATTESTED

MAHENDER SINGH PUNIA

Advocate & Notary

Distt. Gurugram, Haryana, India



14 DEC 2020