



Stamp Paper No.: -IN-DL23295755650624T
CERTIFIED/TRUE COPY

Registration No. 445 In Addl. Book No. 1 Volume No.5,130 On
Pages 51-62 On This Date 28-01-2012 Day Of Sunday

**Sub Registrar VI
North West I**

Date Of Application 17-09-2021
Calculated Fee 120
Fee Paid Rs. 120 Vide Slip No. 49,242
Date Of Payment 17-09-2021
Date when Copy Is Ready 17-09-2021
Copy prepared By: NISHAT
Copy Checked By: NISHAT
Certified to be true copy LEASE

Record Keeper
NISHAT

Reader
NISHAT

Sub Registrar VI
North West I



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL23295755650624T
Certificate Issued Date	: 14-Sep-2021 03:27 PM
Account Reference	: IMPACC (IV) / dl769203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76920342854050902313T
Purchased by	: PRASOON LATA ADVOCATE
Description of Document	: Article 25 Additional Copy of document
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRASOON LATA ADVOCATE
Second Party	: Not Applicable
Stamp Duty Paid By	: PRASOON LATA ADVOCATE
Stamp Duty Amount(Rs.)	: 10 (Ten only)

सत्यमेव जयते



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.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.

673

11 JAN 2012

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

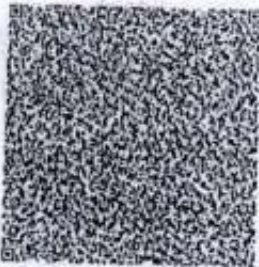


सत्यमेव जयते

e-Stamp

Certificate No. : IN-DL06699812218627K
Certificate Issued Date : 10-Jan-2012 03:42 PM
Account Reference : NONACC (BK)/ dl-corp/bk/ CO 3P PUBAGH/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-CORPBK13521.196766185K
Purchased by : JAGAT OVERSEAS
Description of Document : Article 35(iii) Lease with security upto 10 years
Property Description : SHOP NO.24 AND 30, D-MALL PLOT NO.1B5 TWIN DISTT
CENTRE SEC-10 ROHINI DELHI
Consideration Price (Rs.) : 0
(Zero)
First Party : JAGAT OVERSEAS
Second Party : MALWA AUTOMOBILES PVT LTD
Stamp Duty Paid By : JAGAT OVERSEAS
Stamp Duty Amount(Rs.) : 72,500
(Seventy Two Thousand Five Hundred only)

445



VERIFIED
&
LOCKED

17/1

37

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PAN-AACFJ8256F

DL-0820040142156
For JAGAT OVERSEAS

Partner



PAN-AACCM1837A

I.Cant No. XGV0435685



LEASE DEED

Avg. Monthly Rent Period (9 years)	Rs.2,00,304.38
---------------------------------------	----------------

Stamp Duty @ 3% upon Avg. Annual Rent	Rs.72,109.57
(+) Security Amount	Rs. 100.00

Total	Rs.72,209.57
PAID VIDE E-STAMP CERTIFICATE NO. IN-DL06699812218627K DT.10.01.2012.	Rs.72,500.00


This Lease is executed at New Delhi on this 11th day of January 2012,


BETWEEN

M/S. JAGAT OVERSEAS a Partnership Firm duly registered under the Indian Partnership Act, having its office at 5586, 3rd Floor, Lahori Gate, Naya Bazar, Delhi - 110006 through its Partner Sh. Sant Lal Aggarwal son of Sh. Chet Ram Aggarwal, resident of D-31, Pushpanjali Enclave, Pitampura, Delhi, (hereinafter referred to as the "Lessor" which expression shall unless it is repugnant to the context, mean and include its legal heirs, successors nominees & assigns) of the ONE PART.

AND

M/s Malwa Automobiles Pvt. Ltd. a company registered under the Companies Act, 1956, having its registered office at 15, Gokhle Market, opp Tis Hazari, Delhi -110054 through its Authorised Signatory Mr. Chander Mohan Sharma who is duly authorized vide Board Resolution dated 10.01.2012 (hereinafter referred to as "Lessee", which expression shall unless repugnant to the context mean and include its successors in title, permitted franchisees & assigns) of the OTHER PART.

For JAGAT OVERSEAS

Partner



Deed Related Detail

Deed Name LEASE

LEASE WITH SECURITY UPTO 10 YEARS

Land Detail

Tehsil/Sub Tehsil Sub Registrar VI

Area of Building 0

बंग फुट

Village/City Rohini Sector-10

Building Type

Place (Segment) Rohini Sector-10

Property Type Residential

Area of Property 0.00

0.00

0.00

Money Related Detail

Consideration Value 200,304.00 Rupees

Stamp Duty Paid 72,500.00 Rupees

Value of Registration Fee 1,000.00 Rupees

Pasting Fee 100.00 Rupees

This document of LEASE

LEASE WITH SECURITY UPTO 10 YEARS

Presented by: Sh/Smt

S/o, W/o

R/o

Jagat Overseas

Chet Ram

D-31 Pushpanjali I

in the office of the Sub Registrar, Delhi this 11/01/2012 day Wednesday
between the hours of

Signature of Presenter

Registrar/Sub Registrar
Sub Registrar V
Delhi/New Delhi

Executed and presented by Shri/Ms. Jagat Overseas

and Shri / Ms. M/S. Malwa Automobiles (PO) Ltd Through Its Chander Mohan

Who is/are identified by Shri/Smt/Km. Manmohan Singh S/o W/o D/o Bishan Singh R/o J-9/17H Rajouri Garden Delhi

and Shri/Smt./Km Ajit Singh S/o W/o D/o Man Mohan Singh R/o J-9/17H Rajouri Garden Delhi

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my

Ajit Singh
Registrar/Sub Registrar
Sub Registrar VI
Delhi/New Delhi

Date 28/01/2012 14:20:57



WHEREAS the Lessor has seized and possessed the premises i.e. Shop No. 24 & 30 on the Ground Floor measuring covered area 1113 sq. ft and its super area 2226 sq. ft, D-Mall, built on Plot No. 1B5, Twin District Centre, Sector-10, situated at Rohini, Delhi, (hereinafter referred to as the Demised premises).

AND WHEREAS The Lessor assures and represents that the Lessor is the landlord and is legally entitled to enter into this Lease with Lessee in respect of the entire Leased Area and has agreed to allow Lessee to occupy the Leased Area for running its commercial Business Activities.

AND WHEREAS The Lessor confirm the covenants the terms of this Lease and further covenants to be bound and be liable for all the covenants and terms and conditions herein. Relying on the aforesaid representations and assurances of the Lessor the Lessee has taken Demised premises on lease on terms and conditions as stated hereunder.

AND WHEREAS The parties have agreed to execute this Lease in a coordinated manner and all of them would be individually responsible for their respective scopes of work responsibilities and the costs thereon and in particular the Lessee is allowed to occupy Demised premises for running its Business Activities on the terms and conditions contained herein.

AND WHEREAS the Lessee shall sign the Mall Maintenance Agreement with the Maintenance Agency of the Mall.

NOW THE PARTIES MUTUALLY AGREE AND THIS LEASE WITNESETH AS FOLLOWS: -

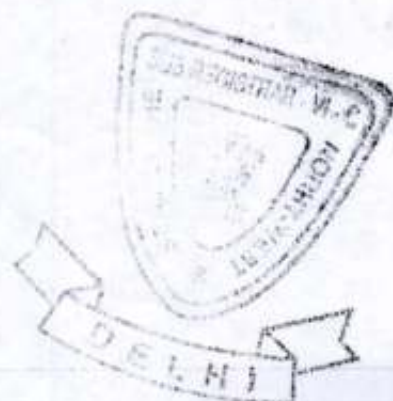
1. GENERAL

- 1.1 The Lessor shall allow Lessee to occupy, run, operate and manage its Business Activities of Automobile from a dedicated area of approximately 1113 sq ft Covered Area i.e 2226 sq ft Super Area on the Ground floor being shop no. 24 & 30 (the entire area hereinafter referred to as the Demised premises). The said Demised premises is marked in red to the drawings attached as **Annexure-A** to the Lease.

For JAGAT C.


Partner


Certificate

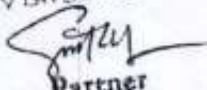


4. LEASE RENT

- 4.1. Lessee in consideration of operating the Demised premises for the purpose of running its commercial operations shall pay to the Lessor, Lease Rent @ Rs.80/ Sq. Ft. of super area i.e. Rs.1,78,080/- (Rupees One Lac Seventy Eight Thousand Eighty only) per month plus all applicable taxes along with an increase of 12% after every three years on the last paid rent.
- 4.2 Lessee shall pay to the Lessor the above mentioned Lease Rent on or before the 7th day of each calendar month in advance, starting from the effective date i.e. 1st April 2011. The lease shall be for the period of 9 years with effect from 01.04.2012 till 31.03.21. It is also agreed that there shall be a lock in period of 3 years for both the parties and if Lessee terminates the Lease before 3 years then Lessee shall pay the Lease amount for the remaining period out of Lock-in period. After the locking period each party can terminate the present lease after giving a six month notice or payment thereof.
- 4.3 All payments including Lease Rent as mentioned above shall be subject to deduction at source applicable under Income Tax Act 1961 or any other statutory modification there under.

4A. INTEREST FREE SECURITY DEPOSIT

- a) The Lessee acting upon the representations made by the Lessor in respect of the Demised premises and the Lessor agreeing to abide by the covenants contained herein in consideration of shall pay to the Lessor an amount of Rs 5,34,240/- (Rupees Five Lac Thirty Four Thousand Two Hundred Forty Only) vide Cheque No.401091, dated 11.01.2012, drawn on Punjab National Bank, Gujranwala Town, Delhi, which is equivalent to 3 months rental as Interest free Refundable Security deposit to the Lessor. The above said interest free refundable security deposit shall be refunded/repaid by the Lessor to the Lessee in one lump sum at the end of term of this Lease or prior termination of the Lease, whichever is earlier.

For JAGAT OVERSEAS

Partner





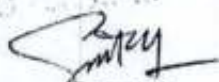
5. CONSTRUCTION, ALTERATIONS AND TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

- 5.1 The Lessee shall be entitled to carry out temporary addition, alteration, repair, renovation within the Demised premises with the permission of Maintenance Agency. Further the Lessee shall also at its own cost and charges be at liberty to install in the said premises, electric appliance, other fittings and fixtures telephone line, communication and other equipments, cables, fixtures, fittings, lights, fans and such conveniences reasonably required by it for or in connection with the proper and full use. The Lessee shall be entitled at any time during the continuation of the lease period upon its expiry or earlier revocation of termination to remove at its cost and expense all or any of the foregoing without causing any damages to the said premises, only normal wear and tear accepted. Further the Lessee shall upon vacating the said premises remove such fitting and fixtures owned and installed by the Lessee (fit-outs) and handover the said premises in same good condition.
- 5.2 Lessor shall provide agreed term/period of 3 month i.e upto 31.03.2012 to Lessee for carrying out the fit outs from the date of possession of the Demised premises by the Lessee.
- 5.3 Notwithstanding the foregoing and provided Lessee is not in default under this Lease beyond any applicable cure periods, Lessee and any permitted assignee shall have the right to remove any alterations, additions and improvements on the Demised premises at any time during the term of this Lease if the costs of the said alteration, additions and improvements have been paid by Lessee. Lessee shall promptly repair any damage done to Demised premises by the removal of said alterations, additions and improvements.

6. LESSOR'S COVENANTS AND OBLIGATIONS

- 6.1 Lessor covenants herein that in consideration of Lessee regularly and punctually observing the terms of this Lease it shall allow Lessee to operate its Business Activities from the Demised premises without any interruption or hurdles.

For JAGAT


Partner


Cer



- 6.2. Lessee shall be liable to pay all electricity/power charges for the consumption of electricity in the Demised premises area at the State Electricity Board rates from the date of occupying the Demised premises for fit outs.
- 6.3. Lessor shall be liable to pay property taxes and all other levies relating to demised premises, and if any in respect of Demised premises, inclusive of enhancements thereof. The Lessor represents and assures Lessee that as on date of signing of the present Lease, there are no dues or any payment outstanding in regard to property taxes in respect to the Demised premises. During the tenure of the present Lease, Lessor also undertakes to bear and pay the property taxes and in the event of the non-payment, the Lessor shall indemnify Lessee accordingly if the demand is raised by the concerned authorities on Lessee.
- 6.4. All labour employed by Each of the Party shall be their respective employees. Each Party shall be indemnified by Other in the event of any claims made by the employees of Other Party.
- 6.5. Lessor shall allow access to the common toilets of the said "Mall "to Lessee, its employees, customers, visitors etc.
- 6.6. The electricity charges for the electricity consumed by the Lessee shall be charged by the Lessor as per the State Electricity Board Rate on actuals. The electricity being consumed by Lessee through DG Set shall be charged by Lessor / Mall Maintenance agency at the rate which is being charged from other anchors of the Mall.
- 6.7. The Lessor assures and undertakes that it will accept the physical vacant possession of the Demised premises from Lessee on termination of the Lease Deed on as is where basis subject to normal wear and tear.

7. LESSEE'S COVENANTS AND OBLIGATIONS

- 7.1. Lessee covenants and agrees, during the term of this Lease and for such further time as mentioned above, that it shall regularly and punctually observe the terms of the Lease including payment of lease rent related to the Demised premises on the day and in the manner as provided in this Lease.

For


P. LINGG





- 7.2. Lessee shall pay all its operational costs such as electricity and water charges at agreed rates limited to the Demised premises from the date of occupation of the Demised premises.
- 7.3. Lessee shall bear and pay its taxes, provident fund contribution, ESI contribution, gratuity, excise, customs, octroi and other duties, dues, levies and other statutory liabilities relating to its business from the said Demised premises and discharge the same. Lessee shall be responsible and liable for the appointment and discharge of the personnel, staff, workmen etc. employed in the said Demised premises who shall be under direct control and supervision of Lessee. In case of non-compliance of the above Lessee agrees to indemnify and keep the Lessor harmless in this regard.
- 7.4. Lessee shall not keep or store or allow to be kept or stored in or around the Demised premises any goods, articles or things of hazardous or explosive nature (excluding the gas bank and the equipment within the Demised premises), and shall not use the said Demised premises for any purpose other than the one which has been agreed made under the present Lease.
- 7.5. Lessee further assures, declares, confirms and undertakes that it shall perform its obligations under this Lease and shall comply with all laws, rules, regulations, stipulations applicable under laws and shall not do or cause to be done anything which in any manner affect the license/permission/ NOC/ renewals in respect of the said "Mall".
- 7.6. Lessee shall maintain the Demised premises in its proper condition (inward/ outward) and take all reasonable precautions against any damages thereto, for fittings and fixtures installed therein.
- 7.7. Lessee shall not sublet, transfer or part with possession in any nature of the demised premises

8. MAINTENANCE CHARGES

- 8.1. The Lessee shall pay the agreed maintenance charges directly to the Maintenance company nominated by the Developer. The Developer has already appointed a maintenance agency and the Lessee shall execute a tripartite maintenance agreement with with the maintenance agency, wherein the maintenance agency will be responsible to provide required services to the Lessee.

JAGAT OVERSEAS
[Signature]
Partner



8.2. The Developer has the exclusive right and authority to provide either by itself or through its nominated agency the management, operation and maintenance of various services and facilities and the equipment installed in the "Mall". Lessee shall pay the maintenance charges for its Demised premises, calculated on the mutual agreed terms.

8.3. The Maintenance Agency will keep all surfaces in the "Mall" clean and free of accumulation of dirt and debris, including the regular cleaning of the inside and outside of the improvements, equipment and furnishings. The Lessor will not place any item which will interfere with the free flow of access into the Demised premises. The Maintenance Agency will also maintain the "Mall" in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests. Any treatment shall be performed in such a manner as not to materially interfere with the Lessee's operation.

9. RELATIONSHIP BETWEEN PARTIES

9.1. This Arrangement between the parties is purely in the nature of a Lease Deed and does not create any right or title of whatsoever nature in the Demised premises and/or in any portion thereof in favor of Lessee except to the extent mentioned herein. The right to operate the Demised premises shall be exclusively that of Lessee.

9.2. Both the Lessor and Lessee are independent parties entering into this lease for mutual benefit and that their respective scopes of work under this lease should not be construed as provision of services by one party to the other.

9.3. The Parties are responsible for the management of their respective functions. Nothing in this Lease shall be construed to mean that there is a common or joint management between the two parties in order to operate the restaurant/outlet from the Demised premises.

10. RIGHT TO TRANSFER

If Lessor at any time during the period of this lease transfer the Demised premises in part or whole, in that case any purchaser(s) of Lessor's rights shall be bound by the terms of this lease or extension thereof.

WITNESSES


Lessor


Lessee



11. RECORDING

The cost and expenses of and in respect of this arrangement including all document charges stamp duty, registration fees etc. present and future shall be shared equally between the Parties.

12. MISCELLANEOUS PROVISIONS

- 12.1. **Invalidity:** If any term or provision of this Lease or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be, held invalid.
- 12.2. **Successors, etc.:** The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties, their successors or assignees, and where the Lessor means more than one party under this Lease it shall be deemed to include all such parties jointly and severally.
- 12.3. **Writing:** No waivers, alterations or modifications of this Lease or any agreements in connection with this Lease shall be valid unless it is in writing duly executed by the Lessor & the Lessee.
- 12.4. **Construction:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this Lease or in any way effect this Lease. Any gender used shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular.

13. ARBITRATION

- 13.1. Any dispute or difference of any nature whatsoever, any claim, cross claim, counter claim or set off between the Lessor and Lessee regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Lease shall be endeavored to be settled through friendly discussion and negotiation, which the Parties undertake

for JAGAT OY


Partner

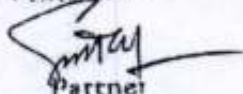


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to conduct for at least a period of 15 days from the date of receipt of notice of such dispute from the aggrieved Party, and if that fails the disputing party shall give the other party written notice of the dispute. Within 15 days after the receipt of such notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a detail of the evidence supporting its position, and (b) the name and title of the representative who will represent the party. The representatives shall meet at a mutually acceptable time and place within 30 days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the party receiving such notice will not meet within 30 days, then the dispute may be referred to arbitration by a sole arbitrator who shall be a retired Judge of the Delhi High Court or Supreme Court. This will however not restrict any party in seeking a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Article. If at the conclusion of any arbitration, it is determined that either the Lessor or Lessee defaulted under the terms of this Lease, the defaulting party shall have 90 days from the date of the final determination of the default to cure such default. If the defaulting party cures such default within this 90 days period, this Lease shall continue and the non-defaulting party shall not be entitled to exercise any of its remedies provided under this Lease. If the defaulting party fails to cure the default within such 90 days period, the non-defaulting party shall be entitled to exercise any remedy available to it under this Lease. If any such default cannot with due diligence be cured within a period of 90 days, and the defaulting party, prior to the expiration of 90 days from the final determination of default, commences to eliminate the cause of the default, the non-defaulting party shall not be entitled to the aforementioned remedies for so long as the defaulting party diligently continues to eliminate the cause of the default. This shall however not prevent any of the Parties to exercise the right under this Lease which is independent of any default committed by the defaulting Party.

For JAGAT OVERSEAS


Partner



Certified True Copy



13.2. The Award shall be made in writing and made by the Arbitrator as per law after entering upon the reference. The proceedings will be as per the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The Indian law shall be applicable for the arbitration. The award shall be final and binding on the parties. The proceedings of Arbitration will be held only in Delhi

14. JURISDICTION

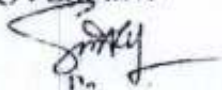
Subject to clause 13 above, all disputes between the parties shall be subject to jurisdiction of courts of Delhi.

IN WITNESS WHEREOF the parties herein have signed, sealed and delivered on the day, month and year above mentioned in the presence of the following witnesses:-

Signed and delivered by

LESSOR

for ~~For~~ JAGAT OVERSEAS
for Jagat Overseas.,



(Authorised signatory)

Witness

Signature Manmohan Singh Dua

Name and Address

MANMOHAN SINGH DUA

S/o Sh. Bishan Singh Dua

R/o J-9/17H, Rajouri Garden,

New Delhi

I/card- DL/02/015/156028 ✓

Signed and delivered by

LESSEE

for M/s Malwa Automobiles Pvt.
Ltd.



(Authorised signatory)

Witness

Signature Ajit Singh Dua

Name and Address

Ajit Singh Dua

S/o Manmohan Singh Dua

R/o J-9/18, F.F., Rajouri Garden
New Delhi

I/c - JX R0922153 ✓

Certified True Copy

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2. LESSEE RIGHTS OF AREAS FOR USE

- 2.1. Lessee shall operate its Business Activities together with (a) all rights and appurtenances befitting the Demised premises including all improvements (b) all necessary appurtenances in the Demised premises which are reasonably required for maintenance of the Demised premises, installation and maintenance, drainage, electricity and other utilities, for the use and benefit of the Demised premises.
- 2.2. The Lessor grants to Lessee appurtenant to the Demised premises (i) a non-exclusive use over all of those portions of the said "Mall" designated as Common Areas such as (1) service staircase (2) lift lobby on the Ground Floor for ingress/egress of Lessee employees, its invitees, lessee, assigns, and patrons; (ii) a permission to Lessee to use, such utilities and related facilities, if any, of the utilities of the "Mall" supplied, installed or otherwise controlled by the Lessor or the Demised premises. (iii) an exclusive right for the installation, repair, maintenance, operation, replacement and renewal of the Lessee signage, together with the necessary electrical conduit.
- 2.3. All rights granted to the Demised premises under this Lease shall be exercised in such a manner by Lessee so as not to unreasonably interfere with the operations of "Mall". Each party covenants and agrees: (i) the utility lines installed in the "Mall" serving the Demised premises shall not be changed without the consent of the other party/Maintenance Agency (ii) to maintain the utility lines installed by such party in good condition and repair and to be responsible for any damage to the "Mall" caused by such party's installation, maintenance or repair of any utility lines or signage on the "Mall".

3. TERM

This Lease is for a term commencing from the date of commencement of commercial operation by Lessee from the Demised premises (hereinafter referred to as the effective date) and ending 9 years from the effective date.

For JAGAT


Partner

Certified True Copy

Reg. No. 445 Reg. Year 2012-2013 Book No. 1



Ist Party पट्टा देने वाला



IInd Party पट्टा लेने वाला



Witness ग

Ist Party

IInd Party

Ist Party पट्टा देने वाला Jagat Overseas :-

IInd Party पट्टा लेने वाला M/S. Malwa Automobiles (P) Ltd Through Its Chandar Mohan C

Witness गवाह Manmohan Singh, Ajit Singh

Certificate (Section 60)

Registration No.445 in Book No.1 Vol No 5,130

on page 51 to 62 on this date

28/01/2012 2:12:13PM

day Saturday

and left thumb impressions has/have been taken in my presence.

Sub Registrar
Sub Registrar VI
New Delhi/Delhi

Date 28/01/2012 14:21:19

