

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

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.)

IN-UK46845471451457T

01-Oct-2021 12:55 PM

NONACC (SV)/ uk1319204/ DEHRADUN/ UK-DH

SUBIN-UKUK131920497842146355961T

MMBM HOSPITALITY PVT LTD

: Article 35 Lease

: MAUZA JHAJRA TEHSIL VIKASNAGAR DEHRADUN

29.56.000

(Twenty Nine Lakh Fifty Six Thousand only)

: MAHESH KUMAR MAHAJAN

MMBM HOSPITALITY PVT LTD

: MMBM HOSPITALITY PVT LTD

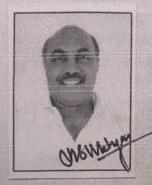
59,200

(Fifty Nine Thousand Two Hundred only)



प्रथम जुगाल । साम्य विकेता कोई कमाउन्ह, रहनाह

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Private Limited

Director

0001749570

LEASE DEED

Lease Rent

Rs. 25,000/- per month

(with 10% increment after every three years)

Average Annual Rent

Rs. 4,92,598/-

Period of Lease

29 Years 11 months

Value of Lease on which stamp duty paid

Rs. 29,55,588/-

E-stamp No.

IN-UK

Total Stamp Duty paid

Rs. 59,200/-

This Lease Agreement is made on this the 1st day of October, 2021 at Dehradun

BYAND BETWEEN

Shri Mahesh Kumar Mahajan S/o Late Shri Jai Kishan Mahajan, R/o 12/5/1, Laxmi Road, Dalanwala, Dehradun (Aadhar No. 4997 8027 1820), hereinafter referred to as the 'LESSOR', (which expression shall, unless repugnant to the context thereof, mean and include his heirs, legal representatives, executors and assigns) of the FIRST PART;

AND

MMBM Hospitality Pvt. Ltd., registered office at 12/5/1, Laxmi Road, Dalanwala, Dehradun, situated at Banshiwala, Jhajra, Dehradun through its Director Shri Bharat Mahajan S/o Shri Mahesh Kumar Mahajan, R/o 12/5/1, Laxmi Road, Dalanwala, Dehradun (Aadhar No. 8576 0861 6088), hereinafter referred to as the 'LESSEE', (which expression shall, unless repugnant to the context thereof, mean and include its legal representatives, executors and assigns) of the OTHER PART;

SCHEDULE OF PROPERTY GIVEN AT THE FOOT OF THIS DEED

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MMBM Hospitality Private Limited

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LEASE AGREEMENT

This Lease Agreement is made on this the 1st day of October, 2021 at Dehradun

BYAND BETWEEN

Shri Mahesh Kumar Mahajan S/o Late Shri Jai Kishan Mahajan, R/o 12/5/1, Laxmi Road, Dalanwala, Dehradun, hereinafter referred to as the 'LESSOR', (which expression shall, unless repugnant to the context thereof, mean and include his heirs, legal representatives, executors and assigns) of the FIRST PART;

AND

MMBM Hospitality Pvt. Ltd., registered office at 12/5/1, Laxmi Road, Dalanwala, Dehradun, situated at Banshiwala, Jhajra, Dehradun through its Director Shri Bharat Mahajan S/o Shri Mahesh Kumar Mahajan, R/o 12/5/1, Laxmi Road, Dalanwala, Dehradun, hereinafter referred to as the 'LESSEE', (which expression shall, unless repugnant to the context thereof, mean and include its legal representatives, executors and assigns) of the OTHER PART;

WHEREAS

- 1. The LESSOR is the absolute owner of all that land (hereinafter called the "said land") fully described in the schedule given at the foot of this Agreement;
- 2. The LESSOR is in his enjoyment and vacant possession and is free of all encumbrances or any other charges of any nature whatsoever and there are no restrictions upon the LESSOR and/or said land, in leasing out the said land to the LESSEE on the terms and conditions herein contained.

MMBM Hospitality Private Limited

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3. The LESSOR has represented that there are no proceedings, legal or otherwise, pending in connection with the ownership or otherwise of the said land.

Based on the above representations the LESSEE being in need of premises for running Restaurant, Gym, Banquet Hall, Party Lawn, Sports Complex and other allied works, hereinafter all these referred as Habitat Centre, has requested the LESSOR to provide the said land by way of lease and the LESSOR has agreed to grant the lease of the said land and both the parties have agreed to the terms and conditions thereof;

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

- of this Agreement to and in favour of lessee with effects from i.e. Ist day of October, 2021 at the rate of Rs. 25,000/- (Twenty Five Thousand only) per month, which shall increase @ 10% in every three year. The maintenance charges will be paid to the Lessor as per mutual consent on yearly basis. The present lease Agreement is for a period of 29 years 11 months, which can be extended by mutual consent of the Lessor and the Lessee, in writing. A fresh lease agreement will be executed by the parties on fresh term and conditions.
- 2. That the vacant actual physical possession of the said land hereby leased out has been delivered by the Lessor to the Lessee on spot on 01.10.2021.
- 3. That all taxes, dues and bill till day shall be paid by the Lessor thereafter the same shall be paid by the Lessee.
- 4. That the Lessee shall remit the rent of the said property to the Lesssor on or before every 7th day of each English Calendar month.
- 5. That the Lesssee shall not without the consent of the Lessors in writing, assign, sublet, under let the said land to any third party in any manner whatsoever.

MMBM Hospitality Private Limited

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Director

- 6. That if the Lessor at anytime during the period of this lease or extended period thereof, sell and/or transfer his rights into the said land to any one person(s), then such sale/transfer shall be subject to the lease hold right of the Lessee. In such an event, the buyer/purchaser/transferee of said land shall step into the shoes of the Lessor and shall be bound by all the terms and conditions and covenants as stipulated in this Lease Agreement. Before selling or otherwise disposing of the said property, the Lessor shall furnish to the Lessee a written confirmation from the buyer/purchaser/transferee to the effect that the transfer of said land is subject to the terms and conditions of this Lease Agreement.
- 7. That the Lessee shall have all right to use and utilize the said Habitat Centre along with all the aminities thereof and open space/land etc. in any manner. The Lessee may raise further construction over the said land in any manner, according to the approved plan from competent authority.
- 8. That the Lessor has approved a sanction map vide Plan No. C-0101/19-20 dated 23.07.2020 from MDDA, Dehradun, but yet the construction has not been done by the Lessor, after this lease deed, the Lessee has right to raise construction over the scheduled land according to the sanctioned map/plan and if there is any violation of rules and bye laws of MDDA, in that condition the Lessee will be solely responsible for the consequences thereof.
- 9. That the Lessee shall be entitled to engage/employ, at its own cost and expenses.
- 10. That the Lessee shall pay regularly the electricity bills, development charges, taxes, cess, GST charges, i.e. all kinds of taxes and charges, which are applicable or would be applicable on the Habitat Centre or the land used by Lessor.
- 11. That the Lessee shall have the right to obtain loan facility by mortgaging the said property with any bank or financial institution and to pay requisite loan installments. The Lessor also gives the right to the Lessee if the Lessee will take any loan from any bank or financial

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MMBM Hospitality Private Limited

institution during the lease period the lease deed cannot be terminated/cancelled until all Loans/Bank Dues are repayed.

- 12. That the Lessee covenants with the Lessors as follows:-
 - (i) That the Lessee will pay the rent hereby agreed as and when the same is due on or before 7th of each month.
 - (ii) That the Lessee will pay all taxes and charges payable in respect of the said land after the date of this lease Agreement.
- 13. That the Lessor shall not get the said land vacated till the expiry of 29 years 11 month or during the period of Loan/Bank Dues.
- 14. That the Lessee shall deliver the physical vacant possession of the said land in schedule of the Lease on expiry of the term or on termination of the present lease and is allowed to take all the goods, material and equipments.
- 15. That the present lease Agreement requires registration and payment of stamp duty. The lease is for a period of 29 years 11 months. All the expenses of stamp duty, registration charges, counsel fees and other expenses shall be borne by the Lessee.
- 16. That for the computation of stamp duty the valuation of lease deed is made as under:-
 - (a) Rent from 01.10.2021 to 30.09.2024 comes to Rs. $25,000 \times 36$ = 9,00,000/-
 - (b) Rent from 01.10.2024 to 30.09.2027 comes to Rs. 27,500 x 36 = 9,90,000/-
 - (c) Rent from 01.10.2027 to 30.09.2030 comes to Rs. 30,250 x 36 = 10,89,000/-
 - (d) Rent from 01.10.2030 to 30.09.2033 comes to Rs. 33,275 x 36 = 11,97,900/-
 - (e) Rent from 01.10.2033 to 30.09.2036 comes to Rs. 36,603 x 36 = 13,17,708/
 MMBM Hospitality Private Limited

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(f)	Rent from 01.10.2036 to 30.09.2039 comes to Rs. 40,264 x 36	= 14,49,504/-
(g)	Rent from 01.10.2039 to 30.09.2042 comes to Rs. 44,291 x 36	= 15,94,476/-
(h)	Rent from 01.10.2042 to 30.09.2045 comes to Rs. 48,721 x 36	= 17,53,956/-
(i)	Rent from 01.10.2045 to 30.09.2048 comes to Rs. 53,594 x 36	* = 19,29,384/-
(j)	Rent from 01.10.2048 to 31.08.2051 comes to Rs. 58,954 x 35	= 20,63,390/-

The total value of rent comes to Rs. 1,42,85,318/-. The lease is for 29 years 11 months, as such the annual average rent comes to Rs. 4,92,598/-. The average annual rent reserved in this deed is Rs. 4,92,598 x 6 = Rs. 29,55,588/=. Hence the Deed is valued at Rs. 29,56,000/- for registration charges, on which stamp duty of Rs. 59,200/- is being paid @ 2%.

16. That if there is any dispute on the terms of lease, the courts at Dehradun will have the jurisdiction.

SCHEDULE OF PROPERTY

All that land bearing Khata No. 00498 (Fasli 1417 to 1422), Khasra No. 1134 area 959.99 sq. mtrs., Khata No. 00415 (Fasli 1417 to 1422), Khasra No. 1135Ka area 3658.56 sq. mtrs., Khata No. 00261 (Fasli 1417 to 1422), Khasra No. 1136 area 1820.19 sq. mtrs., Khata No. 00261 (Fasli 1417 to 1422), Khasra No. 1137Ka area 90 sq. mtrs., Khata No. 00415 (Fasli 1417 to 1422), Khasra No. 1137Ka area 1280 sq. mtrs., Khata No. 00498 (Fasli 1417 to 1422), Khasra No. 1137Ka area 630 sq. mtrs., Khata No. 00415 (Fasli 1417 to 1422), Khasra No. 1137Kha area 1132.24 sq. mtrs., Khata No. 00415 (Fasli 1417 to 1422), Khasra No. 1137Kha area 1132.24 sq. mtrs., Khata No. 00415 (Fasli 1417 to 1422), Khasra No. 1150Ka area 430 sq. mtrs., total area 10000.98 sq. mtrs., on which map for construction of Habitat Centre is duly approved by MDDA, Dehradun, situated at Village Banshiwala, Jhajra,

Ousnahajam

MMBM Hospitality Private Limited

Pargana Pachwadoon, Tehsil Vikas Nagar, Distt. Dehradun, bounded and butted as under:-

NORTH - Land of Sh. Bharat Mahajan

SOUTH - Land of Smt. Kavita Mahajan

EAST - Land of Smt. Kavita Mahajan

WEST - Land of others

IN WITNESS WHEREOF the Lease Agreement has been executed on the day, month and year first above written at Dehradun.

MMBM Hospitality Private Limited

CHAMLAYAM LESSOR Director

LESSEE

FINGER PRINTS OF THE PARTIES IN COMPLIANCE WITH SECTION 32-A OF THE REGISTRATION ACT, 1908

Name and the Address of Lessor: Shri Mahesh Kumar Mahajan S/o Late Shri Jai Kishan Mahajan, R/o 12/5/1, Laxmi Road, Dalanwala, Dehradun Prints of the Left Hand:-

Thumb

Index Finger

Middle Finger

Ring Finger

Little Finger











Prints of the Right Hand:-

Thumb Index Finger







Ring Finger

Little Finger



Signature of Lessor



Name and the Address of Lessee: MMBM Hospitality Pvt. Ltd., through its Director Shri Bharat Mahajan S/o Shri Mahesh Kumar Mahajan, R/o 12/5/1, Laxmi Road, Dalanwala, Dehradun

Prints of the Left Hand:-

Thumb

Index Finger



Ring Finger



Little Finger



Prints of the Right Hand:-

Thumb

Index Finger



Middle Finger Ring Finger Little Finger



Signature of Lessee

Witnesses:-

Anekant Gapta 1. S/o Sh. S.K. Gupta R/o 23/1, Neshvilla Road Dehradun

(Aadhar No. 345478250556)

Advocate Court Compound, Dehradun

Drafted by: William Akbar Chand, Advocate. Drafted as per instruction and direction of Lessor and Lessee, who have identified each others.

Market

वही संख्या 1 जिल्द 5,786 के पृष्ठ 71 से 100 पर क्रमाक 7298

पर आज दिनांक 01 Oct 2021 को रजिस्टीकरण किया गया।

रजिस्ट्रीकर्का आधिकारी / उप-निबंधक, विकासनगर, प्रथम 01 Oct 2021

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