



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AV 526846

LEASE DEED

This Lease deed is made at Punjab on 24th Sept 2019, between MR.BALJINDER SINGH (AADHAR CARD NO.4241 8176 0997) SON OF MR.DARSHAN SINGH RESIDENT OF CHUNNI ROAD CHANDIGARH MOHALI MAIN ROAD, DISTRICT FATEHGARH SAHIB, SIRHIND, PUNJAB, PIN-140406, hereinafter called the LESSOR(S) of the one part.

AND

M/S AKAM OGCON PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT PLOT NO.123, SUREVEY NO.1, BAGALUR ROAD, BENGALURU-560077 (KARNATAKA) AND CORPORATE OFFICE IN NEW DELHI, hereinafter called the second party/LESSEE of the other part).

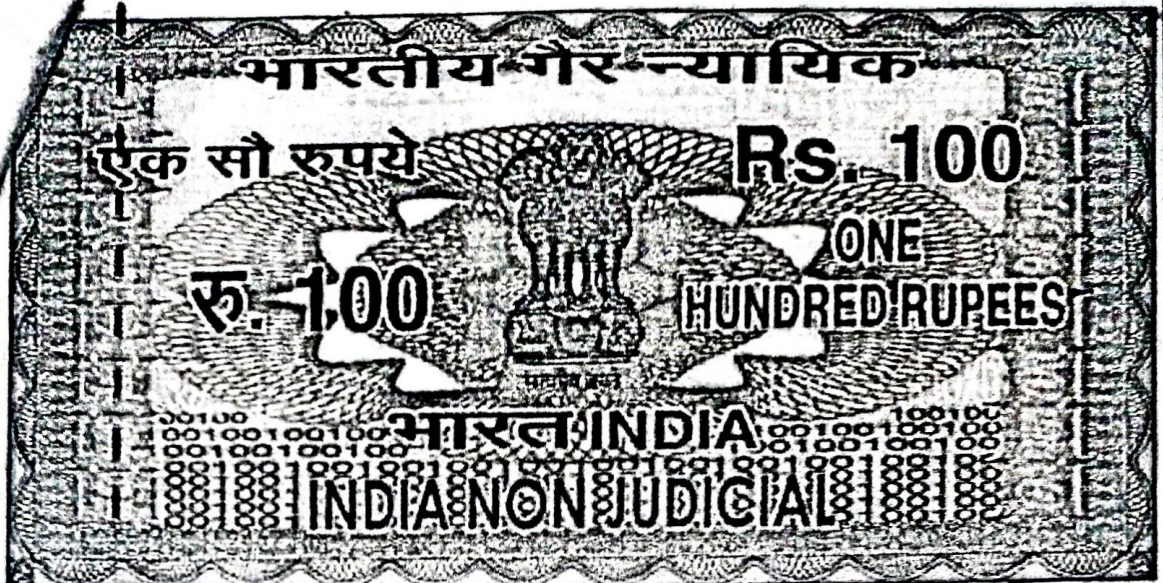
The expression of the terms first party/LESSOR(S) and second party/LESSEE herein used shall mean and include them, their legal heirs, legal representative, nominees/and assigns.

Whereas the First Party/LESSOR(S) is the sole and absolute owner of LAND AREA MEASURING ONE ACRE, FALLING UNDER KHASRA NUMBER 17//2/1, 17//2/2, 17//2/3 ATTEWALI, CHANDIGARH MOHALI MAIN ROAD, NEAR GURUDWARA JYOTI SWAROOP SAHIB, DISTRICT FATEHGARH SAHIB, SIRHIND, PUNJAB-140406, WITH THE PROPORTINATE FREEHOLD RIGHTS OF THE LAND UNDERNEATH, HEREINAFTER CALLED THE SAID PROPERTY.

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Balinder Singh

(1)



पंजाब प्रजापत PUNJAB

AF 323256

-2-

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That on the request of the Second party/LESSEE the first party/LESSOR(S) has agreed to let out LAND AREA MEASURING 1500 SQ. YDS. (SIZE 100 X 135 SQ. FT.) OUT OF THE TOTAL LAND AREA MEASURING ONE ACRE, FALLING TOWARDS THE EAST SIDE OF THE PLOT UNDER KHASRA NUMBER 17//2/1, 17//2/2, 17//2/3, ATTEWALI, CHANDIGARH MOHALI MAIN ROAD, NEAR GURUDWARA JYOTI SWAROOP SAHIB, DISTRICT-FATEHGARH SAHIB, SIRHIND, PUNJAB-140406, WITH THE PROPORTIONATE FREEHOLD RIGHTS OF THE LAND UNDERNEATH, HEREINAFTER CALLED THE SAID PROPERTY, to the LESSEE on the basis of monthly rent which is fixed as per the following schedule:-

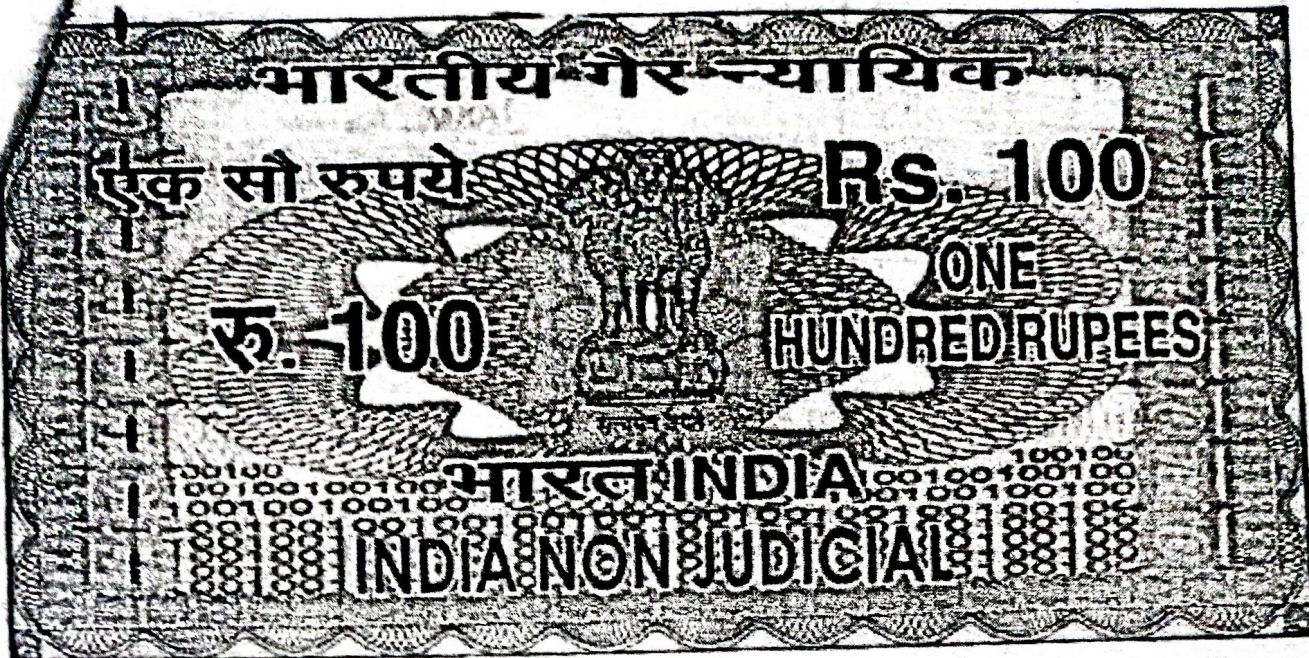
1. That on the request of the Second party/LESSEE the first party/LESSOR(S) has agreed to let out LAND AREA MEASURING 1500 SQ. YDS. (SIZE 100 X 135 SQ. FT.) OUT OF THE TOTAL LAND AREA MEASURING ONE ACRE, FALLING TOWARDS THE EAST SIDE OF THE PLOT UNDER KHASRA NUMBER 17//2/1, 17//2/2, 17//2/3, ATTEWALI, CHANDIGARH MOHALI MAIN ROAD, NEAR GURUDWARA JYOTI SWAROOP SAHIB, DISTRICT-FATEHGARH SAHIB, SIRHIND, PUNJAB-140406, WITH THE PROPORTIONATE FREEHOLD RIGHTS OF THE LAND UNDERNEATH, HEREINAFTER CALLED THE SAID PROPERTY, to the LESSEE on the basis of monthly rent which is fixed as per the following schedule:-

S. NO.	FROM	UPTO	RENT (PER MONTH)
1.	Registration of Lease agreement	Up to Third year	Rs.40,000/-
2.	Starting of fourth year	Up to Sixth year	Rs.60,000/-
3.	Starting of Seventh year	Upto Ninth year	Rs.90,000/-
4.	Starting of Tenth year	Upto Twelveth year	Rs.1,35,000/-
5.	Starting of Thirteen year	Upto Fifteenth year	Rs.2,36,250/-

and both the parties have agreed for the same.

Signature

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पंजाब प्रजाप PUNJAB

AF 323257

-3-

2. That LESSOR(S) has delivered the vacant peaceful physical possession of the above said property to the LESSEE.
3. That after the expiry of the tenancy period the LESSEE/second party shall be bound to hand over vacant peaceful physical possession of the said property to the LESSOR(S) or his/her heirs, nominees, representatives. All dues and demands, liabilities shall be cleared by LESSEE during the tenancy period and shall also hand over all original paid bills to the LESSOR(S) failing which the LESSOR(S) shall have right to realize the same from the LESSEE.
4. That this Lease Deed is granted for the period of 15 Years by the LESSOR(S) to the LESSEE which shall commence from the Date of registration of the lease agreement. The lease can be extended after 15 years at the sole discretion of the lessor.
5. That the above said property shall be used by the LESSEE for Commercial purposes (for running CNG Gas Pump under name and style of **AKAM OGCON PRIVATE LIMITED** and shall not create any kind nuisance in the said property and LESSEE shall not do any illegal work and shall not keep any objectionable article in the said premises in any circumstances.
6. That the LESSEE shall not store any hazardous/combustive nature material which is not permitted under the prevailing laws, in the rented property and shall not create any kind of nuisance in the said locality and the LESSEE shall abide by the rules and regulations and bye-laws of the concerned authority and do construction of the CNG pump in the said premises.

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(13)

7. That the LESSEE can sublet the said property or any part of the said property at the from. The lessee has to take written permission from the lessor for subletting the said property. Although Subleasing is at the sole discretion of the lessor.

8. That in case the LESSEE fails to pay the rent for three months consecutively, the LESSOR(S) shall have right to evict the LESSEE from the tenancy and lease deed shall be deemed as terminated without service of any notice.

9. That the LESSEE shall have no objection if the LESSOR(S) or his representative inspects the said property within reasonable hours.

10. That in case any dispute arises between the parties regarding the terms and conditions of this Lease Deed and the any party/external other parties suffers any loss from this transaction, the defaulting party shall be liable and responsible to bear the cost, damage of suit to be filed by the other party and the cost of suit shall not be borne and paid by the lessor under any circumstances.

11. That in case after the expiry of tenancy period, the LESSEE fails to vacate the rented premises or handover peaceful physical possession of the rented premises to the LESSOR(S), the LESSOR(S) shall have right to withdraw the facilities/amenities as given by the LESSOR(S) to the LESSEE, in respect of the above said property and the LESSEE shall be liable and responsible to pay Rs.3,000/- (Rs. Three Thousand only) per day to the LESSOR(s) as penalty in addition to the monthly rent, in respect of the above said Property However it is made clear that the payment of Rs.3,000/- (Rs. Three Thousand only)per day as additional charge besides the monthly agreed rent, shall not be deemed as extension of lease or grant of fresh lease.

12. That the Electricity charges, Water Charges and other charges, if any, shall be timely paid and borne by the LESSEE to the concerned authority/departments in respect of the said property during the tenancy period, And the LESSEE shall handover all original paid bills/receipts to the LESSOR(S) and in case the LESSEE left any bill unpaid or pending the LESSOR shall have right to recover the same from the LESSEE.

13. That the LESSEE shall not keep any unlawful inflammable and explosive things in the said Demised Premises in any manner and the LESSEE shall be liable and responsible for any mis-deed, mis-behavior, injury, theft, accident, natural incident, natural calamity and/or any other mis-happening whatsoever happened / occurred during the tenancy period, for all intents and purposes and the LESSOR shall not be liable for the same in any circumstances.

Balinder Singh

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15. That the LESSEE shall not do any illegal, unlawful, unsocial, unnatural and unjustified acts, deeds and thing in the Demised Premises in any manner which may cause damage to the LESSOR's reputation and if he does so, then the LESSEE shall be liable and responsible for the consequences as well.
16. That the Lessor cannot ask to vacate the said demised premises before the expiry of tenancy period i.e. 15 years.
17. That the LESSEE shall not mortgage/pledge and said abovesaid property of the said property towards any kind of security or for any other purpose with anybody else or person or institution like ban and financial institutions etc. or in any other context.
18. That in case of breach of any of the terms and conditions of this agreement by the LESSEE, in that eventuality the LESSOR shall have the right to terminate the occupancy rights/LEASE without any notice and shall get the above said property vacated from the LESSEE.
19. That the Lessee shall apply the electricity connection and water connection in the name of Lessor and shall be liable to pay well in time all the electricity bills charges irrespective of any kind of levy, misuse and penalties charges in the bills, the Lessee shall be fully responsible for safe keeping of power meters, wires and to look after all the matters pertaining to electricity and at his own risk costs and expenses during the tenancy period, for all intents and purposes.
20. That the LESSEE shall abide by all the rules and regulations and bye-law of all the local authorities from time to time.
21. That the LESSOR shall pay the monthly rent on or before 09th day of every month by cheque/bank transfer.
22. That the Property Tax/House Tax/Conversion Charges to be paid and borne by the LESSEE in respect of the above said Property as applicable during the tenancy period.
23. That the above said lease deed shall not be use by the Lessee for any purpose of loan, credit card, Credit Limit etc. from Any individual, bank, financial institution.
24. That the present Lease Deed do not confer any ownership rights unto the Lessee or M/S IRM Energy Private Limited, having its registered office at Ahmedabad, Gujarat, and it shall not have any right to mortgage the above said property to any person.

Balinder Singh

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25. That the LESSEE shall be responsible for any deliberate acts of damages & omissions caused to the premises and its fixture and fittings, in such case the LESSEE shall make necessary repairs and replacement of broken fixture and fittings at his own cost and expenses.

26. That the Lessee shall also be liable and responsible for theft of electricity, tempering and burning of electric meter, mis-use, penalty and any other mis-happening, pertaining to the electricity, occurred during the tenancy period and the Lessor shall not be liable and responsible for the same in any manner.

27. That the Lessee has satisfied himself about the firmness and sound construction of the building and the Lessor shall not be responsible for any loss to the Lessee on unforeseeable circumstances such as rain floods, fire, tempest, riots, violence and natural calamity etc. in the premises of the building.

28. That the Lessee shall build the plot for running the CNG pump in the said demised premises without the written consent of the Lessor in any required manner and the Lessee shall be responsible for its damage, breakage, leakage and minor repairs during the lease period including the water problem.

29. That the GST or any other tax to be levied in future by State/Central Government which is applicable on the said tenancy, the same shall be paid by the Lessee to the Lessor.

30. That if the Lessee deducts any TDS from the monthly rent, in such case the Lessee shall be liable and responsible to provide TDS Certificate on quarterly basis to the Lessor.

31. That the LESSOR has received a sum of Rs.2,40,000/- (Rs. Two Lakh Forty Thousand only) as per the following details:-

A) RS.1,20,000/- (RS. ONE LAKH TWENTY THOUSAND ONLY) by Cheque No.023934 dated 24/09/2019 drawn on Indusind Bank Ltd.

B) RS.1,20,000/- (RS. ONE LAKH TWENTY THOUSAND ONLY) by Cheque No.023936 dated 24/09/2019 drawn on Indusind Bank Ltd.

from the LESSEE as a security, which will be refundable after the expiry of tenancy period to the LESSEE without interest after deduction of previous bill i.e. electricity, water etc., or damages to the said Property, (if any) during the tenancy period.

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(15)

32. That neither lessor nor the property of Lessor shall be liable for any charges, damages, penalty etc. arising out of any kind of conflict or dispute between the Lessee and the M/s IRM Energy Private Limited.

33. That the Lessee shall get the CLU changed and obtain the other required permissions from the concerned departments/authorities, for running of CNG Pump, at its own cost and expense. However the Lessor shall assist the Lessee for the same.

34. That the entire monthly rent shall be used by the Lessor for charity only i.e. for langar sewa (Free Meals), building construction, electricity bills and any other sewa requirement at Dera Gurudwara Jyoti Swaroop Sahib, Fatehgarh Sahib, Sirhind, Punjab.

35. The cost of stamp duty, registration charges and other miscellaneous expenses if leviable, will be borne by the LESSEE.

IN WITNESSES WHEREOF, both the party have signed this Lease Deed at Punjab on 24th, Sept., 2019, in the presence of the following witnesses.

WITNESSES:-

1. *Daljit Singh*
Daljit Singh S/o Amrik Singh
W/o Guman Singh. F.G.S.
292884549482.

Balsinder Singh
LESSOR(S)

2. *Harpal Singh*
S/o Darsan Singh
Ward No-3 Dera Gurudwara Jyoti Swaroop
Sahib
588130155631

(B)
LESSEE