GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY 169 CHITVAN ESTATE, SECTOR GAMMA, GREATER NOIDA CITY GREATER NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P.)

ALLOTMENT LETTER

Ref. No. :IND/2003/3306

18-06-2003 Dated:

> Form No: 007269 Allot Dt: 18-06-2003 Allot No: IND01238

Payplan: SSI

M/S. MALHOTRA ELECTRONICS PVT. LTD.

C-175, PHASE-II,

MAYAPURI,

NEW DELHI

Subject : ALLOTMENT OF AN INDUSTRIAL PLOT IN UDYOG KENDRA

ECOTECH-III

Dear Sir(s).

dated 20-05-2003 for allotment of industrial plot in Greater 007269 May kindly refer to your application no. Noida Area on prevalent rate Rs. 764 per sqm.

Sqm. in its UDYOG KENDRA The Authority is pleased to allot the Plot No. 11C meausring 8010 Industrial area on lease for a period of 90 years for manufacturing the following items:-

. PLASTIC MOULDED ELECTRONICS & METAL PRODUCTS/COMPO

Sqm. 8010 1.a Total area of plot : Rs. 764 Allotment rate of land c. Total provisional premium of the plot 6119640 : Rs. as per (a) above 10% of the total provisional premium) d. Allotment money (611964 : Rs. calculated on (a) above. 122392.8 Rs. e. Registration money deposited 489571.2 : Rs. Allotment money payable By 18-07-2003

(within 30 days after adjustment of Registration Money).

g. Next 40% of the allotment money shall have to be deposited by the allotte in 4 quarterly interest free equal installments of Rs. 611964 each on or before,

12-07-2004 13-04-2004 14-01-2004

h. For a period of one year from the due date of the last quarterly instalment the allottee will not be required to pay any instalments and the balance 50% will be required to be deposited by the allottee in 6 equal half yearly instalments along with 12% interest. Details of payment of instalments are enclosed.

i. In case of default of payment, penal interest @ 17 % will be charged.

2. In case of default on the part of the allottee for non-deposit of allotment money, instalments or the execution of the legal documents and/or taking over possession of the plot or delay in payment of lease rent the allotment of the plot is liable to be cancelled.

- 3. You may please quote Registration No. and details of plot etc. in all future correspondence.
- 4. No change in project can be made without the prior written permission of the Authority.
- In case of any clarification about the allotment letter, you may meet the concerned officer in the office on any working day.
- In case of any problem in implementation of the project with any State Govt.Deptt. or any coordination is required, please contact Greater Noida Authority on any working day.
- 7. Allottee will obtain all the necessary permissions and clearances etc.from the requisite Department/Agency as is necessary according to law, rules and regulations in force. This shall also apply in case of relevant amenities / facilities that the allottee may need for their project. However, in case of any problem the allottee may approach this Authority, which will provide all feasible and available assistance to the Allottee in procurement of the subject amenities facilities.
- The allottee shall ensure full compliance with the conditions imposed in the No Objection Certificate issued by the U.P. Pollution Control Board within 3 months and will work according to the pollution control laws in force.
- The allottee will comply with all the terms and conditions pertaining to the supply of water and drainage/sewerage facilities when provided by the authority.
- 10. It is mandatory to make the unit operational within 48 month from the date of allotment.

11. The plot is allotted on 'as in where is' basis.

TR. K. SINGH) O.S.D. (Ind. Dev.)

Greater Noida

C.C. TO:

1. G.M. (Finance), Greater Noida

2. G.M. (Engg.), Greater Noida

3. G.M. (Planning).

(R. K. SINGH)



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

H-169, SECTOR-GAMMA, GREATER NOIDA CITY DISTT. GAUTAM BUDH NAGAR (U.P.) PIN - 201308

POSSESSION CERTIFICATE

1000200	TON CENTILICATE
*	Date 22 7/2003
Plot Code	the state of the s
Allotment No. ZNO. 01238	& Address MISMALHOTRA ELECTRONICS
Plot No. 11. C. Yolygy Koncleg.	- PUT. CTD
Sector 4:K. CE cotech: III. G. N	MAYAPURI- NEW DECHI
Status/ Boundaries of plot Dimer	nsions Area (in Sq.m.) Remarks
North-East	8010 SQ.M.
South-East	
Site plan of the plot is enclosed here with	
I/IMa have taken a representation of the	Stat No. 11C Shot No Cont. 11th
If we have taken over possession of the p	olot No.//CBlock NoSector Y.K.,on
plot is free from encoachment.	lot size, area, éarmarked in the enclosed plan and the
Possession hengto over by	Possession taken over by
-{m/71-	For (Malhotra Electricians ret. Ltd.
एस० झा	(amingly)
(सप प्रबन्धक (उद्योग)) Assistant भ ्रिश् रक्षक्र _ि शंगा)	Signature of the Lessificator
Copy to :	110
	S. L.
1. Lessee	12277100.
General Manager (Property) General Manager (Finance)	एस0 झा
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1000	गुंटर नीएडा
是學術	()
	Assistant Manager (Civil)
103.3	

LEASE DEED

U.K. in the layout plan of Industrial Plot No. 11 C Block No. _ , Sector No. Greater Noida Industrial Development Area, Distt.-Gautam Budh Nagar. THIS LEASE DEED MADE on the 8.15 day of J. 4 in the year TWO THOUSAND THREE between Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the U.P. Industrial Area Development Act, 1976 (U.P. Act 6 of 1976) (hereinafter called the 'Lessor' which expression shall, unless the context does not so admit, include its successor and assigns) of the one part AND

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	Years	sh					age
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or _			_\	co-op	erative	societie	s Act
1965/	and	having	head		offi	ice through	at fts
Managing	Dire	ector/Secretary/	duly	constitut	ed		ttomey
age	d about		years			S/o	Shri
			- · · /	31			

(hereinafter called the lessee which expression shall, unless the context does not admit, include his/her/their/it's heirs, executors, administrators, representatives and permitted assigns/it's successors and permitted assigns) of the other part.

A Parmership-Firm /Proprietorship Firm/Company functioning in the name of M/s. Malholis Clear Mics. It Having its Registered Office Situated at C-175... have It Maya have Men Delle Through its Director Sh. R. S. Malholis Robert Fatch Magar Man Adle (her einafter called the lessee which expression shall, unless the context does not admit, include his/her/their/it's heirs, executors, administrators, representatives and permitted assigns/it's successors and permitted assigns) of the other part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up an Urban and Industrial township.

And WHEREAS the Lessor has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing industrial building/s according to building plan/s approved by the lessor.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium paid and agreed to be paid by the Lessee at the
time and in the manner hereinafter provided and also in consideration of the rent hereby
reserved and of the covenants, provision and agreements hereinafter contained and on
the part of the Lessee to be respectively paid observed and performed The Lessor doth

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ta Electronics Pvt. Ltd.

hereby demise and lease to the Lessee, all the plot of land on as is where is basis

ON THE NORTH BY	AS PER PLAN	ENCLOSED
ON THE SOUTH BY		
ON THE EAST BY		
ON THE WEST BY		

and which said plot is more clearly delineated and shown in the attached plan there in marked in red (hereinafter referred to as "the demised premises") with their appurtenances to the Lessee to the term of 90 years commencing from the date of execution of this lease deed except and always reserving to the Lessor full rights and title to all mines and minerals in and under the demised premises or any part there of, Yielding and paying therefor yearly lease rent in advance during the said term unto the lessor on the 18.75day of July in each year at the rate of 2.5% of the total premium during the first ten years. The lessee shall pay lease rent unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be RS....J.529911-One lac fity Two Thousand wine hundred wint Britually for the first 10 years chargeable from the date of execution of the lease deed and would be payable within 10 days from the date of execution of the lease deed, without waiting for any demand notice or reminder therefor. The lease rent may be enhanced after every 10 years from the date of execution of the lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary Deed will be executed by both the parties. In case of default in payment of lease rent interest @ 17.% per annum compounded every half yearly would be chargeable for the delayed period. When lease rent will be revised a supplementary deed will be executed.

II (a) The lessee shall pay to the lesser the premium of Rs. 5/19640 (Rs. 5/15) One last hinder Thousand Six hundred minutes out of which. Rs. 6/1984/1- Rs. 5/128/1- Rs. 5/12

PART "A" (40% of the Premium amount of the Plot)

For Malhotra Electronics Pvt. Ltd.

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Director

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2.	6.11.7.64		14/1/03
3.			13/.4/.04
4.			12/7/24
	6.11.9.64 6.11.9.64		

(50 % of the premium of plot)

5.	569970/-	12/7/05
6.	.5.49.5.78/-	.12/1/06
7.	5.099.78/ -	.12/17/06
8.	505970/	12/1107
9.	509.9.20/	.12171.07
10.	5099701-	13/1108

Provided that the interest shall be computed at the rate mentioned above on the total amount of the balance outstanding from time to time from the date of allotment and shall be payable half yearly (As per payment plan enclosed with allotment latter) on the schedule mentioned above. Provided that if the installments together with the interest accruing thereon are not paid by or on the due date, Interest at the rate of 1.7% compounded at six monthly shall be charged for delayed payment for delayed period.

- (b) The payments made by the Lessee shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent not withstanding any directions/request of the lessee to the contrary.
- (c) If Lessee makes default in payment of premium and interest for two consecutive installments the Lessor shall have a right to determine the Lease and to resume possession.
- III(1) That the Lessee shall not at any time carry on or permit to be carried on upon the demised premises any trade or business whatsoever or permit the same to be used for Dlastic Moulded Electronics & Metal Products without the consent in writing of the lessor. The written request of the lessee shall be disposed off within a reasonable period.
- (2) The Lessee shall pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed either on the Lessor or the Lessee or the occupier in respect of the demised premises or the building to be erected thereon.
- (3) That the Lessee will pay unto the Lessor the said rent on the days in the manner here in before appointed for payment thereof.
- (4) After getting the building plan approved from the lessor within six months from the date of possession as per Building Regulations of the lessor and rules and directions

For Malhotra Electronics Pvt. Ltd.

Director

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issued under the U.P. Act No.6 of 1976, the lessee shall construct building on the demised premises. The lessee shall complete the construction of factory brilding and make the unit functional within a period of 48 months from the date of confirm allotment or within such extended time as may be allowed by the competent authorities of GNIDA in writing on the request of the lessee. The lessee shall obtain completion certificate from lessor within due period.

- (5)(a) The lessee shall be bound by the provisions of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) and rules and regulations framed and directions issued thereunder from time to time.
- (b) The lessee shall ensure that the industrial effluents discharged by their unit shall meet the standards laid down by Central or State Govt. to control the pollution and the lessee shall be governed by the State or the Central enactment on the subject.
- (c) The lessee shall comply with the rules, regulations and directions issued by the Central/State Pollution Control Board from time to time.
- (6) The lessee shall keep the factory building in good and substantial condition and shall permit the lessor and its agents to enter upon the demised premises to view the condition of the building and its appurtenances and give notice in writing to the lessee of any defects and want of repair. The lessee shall within three calendar months after receipt of such notice repair the building accordingly.
- (7) (a) That the Lessee shall provide and maintain at its own cost in good repairs a properly constructed approach road or path leading from the public road to the building to be erected on the said plot to the satisfaction of the Lessor.
- (b) The lessee shall keep the building material/wastes covered from public view.
- (8) That the lessee shall not employ any process in the manufacture of item approved by the lessor which may cause environmental hazard, viz. atmospheric pollution, effluent, discharge, or in any form whatever. If in the opinion of the lessor there is any environmental hazard as stated here in before on account of any activity being carried out in the demised premises, the lessor shall have the right to force the lessee to cease the activity and take suitable measures as the lessor may deem fit.
- (9) (i) That the lessee, may transfer, relinquish, mortgage or assign its interest in the demised premises or the building constructed thereon or both provided that no transfer shall be allowed/permitted in respect of a unit where a functional certificate has not been obtained.

Provided also that the lessee may with the previous permission in writing of the lessor (whose decision shall be binding on the lessee and which permission shall not be unreasonably withheld) relinquish, mortgage or assign its interest in the demised premises or the building constructed thereon or both;

Provided further that prior permission as aforesaid shall be necessary in the event of mortgage in favor of whether of the Government of Uttar Pradesh or Industrial

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For Melhotra Electronics Pvt. Ltd.

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Financial Corporation of India Ltd. or in favor of Uttar Pradesh Financial Corporation or Industrial Development Pank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or any Scheduled Bank, Pradeshiya Industrial and Investment Corporation of U.P.

- (ii) Every transfer, assignment, relinquishment, mortgage or subletting as referred to above shall be subject to and the beneficiary thereof shall be bound by all the covenants and conditions contained in this deed and be answerable to the lessor in all respect in the same manner as the original lessee.
- (10) (a) Whenever the title of the Lessee in the demised premises is transferred in any manner whatsoever the transferor and the transferee shall within one month of such transfer, give notice of such transfer in writing to the Lessor.
- (b) In the event of the death of the Lessee, the person on whom the titles of the deceased devolves shall within three months of such devolution, give notice of such devolution to the Lessor.
- (c) The transferee or the person on whom the title devolves as the case may be shall supply to the Lessor certified copies or the documents evidencing the transfer or devolution.
- (d) If there shall be any breach of clause (a)(b) or (c) above and the breach is not remedied within a reasonable time even after a written notice to this effect, the Lessor may determine this lease.
- (11) If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lesser to ask the lessee to remove the nuisance within a reasonable period failing which lessor shall itself get the nuisance removed at lessee's cost and, damages charged from the lessee during the period of subsistence of nuisance.
- (12) That the Lessee shall have no option of determining the Lease and shall not hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of army or mob or other irresistible force any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- (13) (a) That the Lessee shall keep the Lessor indemnified against all claims for damages which may be caused to any adjoining building or other premises in consequence of the execution of any work.
- (b) The damages under sub clause (a) above shall be assessed by the Lessor.

(14) That the lessee shall endeavor to employ the dependents/wards of farmers whose land has been acquired by the lessor to the extent it is feasible and dependents/wards have skills and capabilities as required by the Lessee.

for Malhotra Electronics Pvt. Ltd.

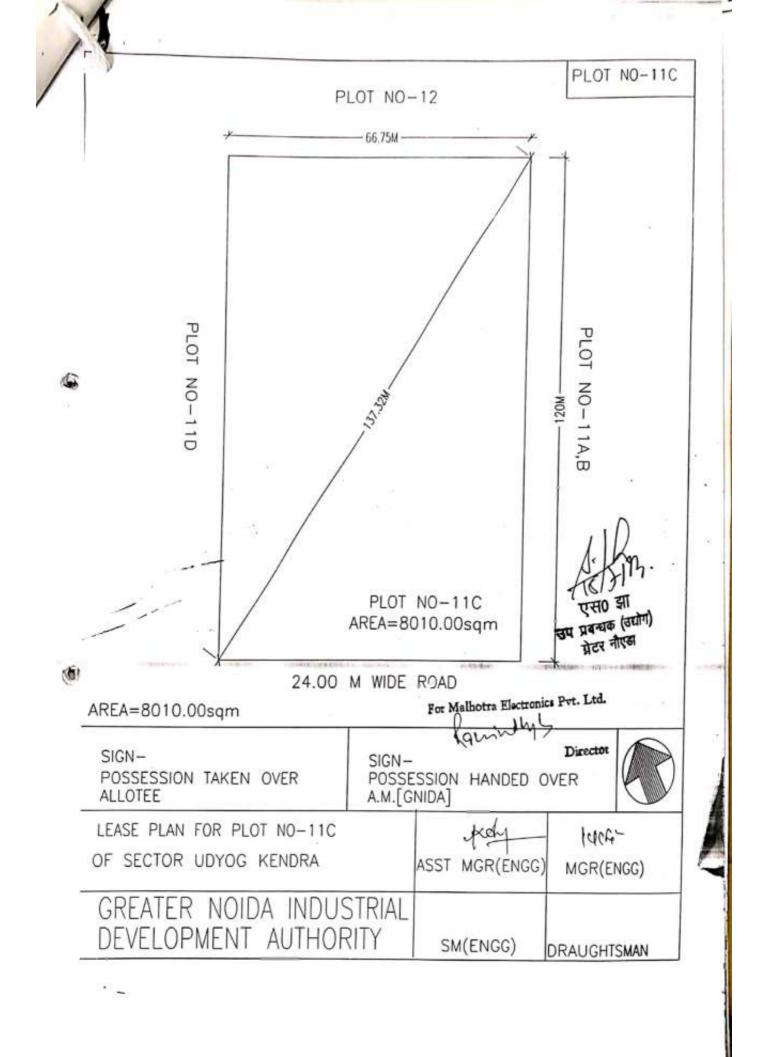
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Director

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(15) That the Lessee being a registered Partnership firm declares, and undertake that during the subsistence of the terms of this lease the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardize the rights and interests of the Lessor in matter of his Lease, nor shall its constitution be altered. Provided that any change in constitution shall be intimated to the Lessor within 90 days of such change.

OR

In case of Lessee, being a sole proprietorship concern, a change is effected in the constitution thereof in any manner, then in such an event the Lessee shall inform the Lessor in writing within 90 days of such a change.

OR

If the Lessee, being a company, makes or attempts to make any alterations whatsoever in the provisions of its Memorandum and Articles of Association or capital structure it shall inform the lessor accordingly and the Lessee hereby undertakes to get the prescribed particulars of the change registered with the Registrar of Companies under Companies Act, 1956, within the stipulated period.

The Lessor may require the successor in interest of the Lessee to abide by and faithfully carry out the terms, conditions, stipulation, provisions and agreements herein contained.

Provided that the right to determine this deed for-breach of the condition contained in this clause shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Finance Corporation of India Ltd. or The Industrial Credit and Investment Corporation of India Ltd. or the U.P. Financial Corporation or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh Ltd. or Industrial Development Bank of India or any Scheduled Bank (including State Bank of India) and the said financing body or assign the mortgaged assets in exercise or right vesting in it or them by virtue of the deed or deeds executed in its or their favor by the Lessee as provided herein above or under any law for the time being in force without 30 days prior notice to such financing body.

IV AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

(A) Upon the happening of any one or more of the under mentioned contingencies;

(a) If the lessee or any other person(s) claiming through or under such lessee commits breach of any of the covenants or conditions contained in this Deed and such breach is not remedied following receipt of a written notice from the lessor specifying the nature of breach and providing the lessee reasonable opportunity to remedy the breach;

(b) If the lessee or any other person(s) claiming through or under such lessee fails and/or neglects to observe punctuality and/or perform any of their/its/his/her obligations stipulated under this Deed;

(c) If the lessee or any other person(s) claiming through or under such lessee whether actually or purportedly transfers, creates, alienates, extinguishes, relinquishes,

For Malhotra Electronics Pvt. Ltd.

Director

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mortgages or assigns the whole or any part of his right, title or interest whether in whole or any part thereof, except in the matter stipulated in this Lease Deed;

- (d) If the lessee fails to commence and also complete the construction of the building upon the demised premises in accordance with and within the time schedule provided for the said purpose in Clause III(4);
- (e) If the lessee does not, for any reason whatsoever, put to use the demised premises with building within the time and the manner prescribed by the lessor, even after the service of a notice for the same:

(f) If the lessor falls into arrears of the premium to the extent of two installments of premium or rent or interest thereon or any part thereof,

(g) If the lessee is adjudged insolvent under any law by any Court of Law;

- (h) If the lease is determined by the Lessor in the manner specified in this Deed;
- (i) In the event of discovery of the fact that the lessee has furnished false and/or incorrect information/fact or concealed relevant and/or material information/facts and obtained allotment as a result thereof:
- (j) In the event of non observance/non compliance of any of the terms stipulated in clause III of this deed.

It shall be lawful for the lessor without prejudice to any other legal rights or remedies available under the law, to re-enter the demised premises or any part thereof and thereafter this lease shall stand determined AND an amount equivalent to 20% of the total premium, or such other %age which may be prescribed from time to time, and interest at the rate prescribed in the allotment letter from the date of allotment on the total unpaid premium till the date of cancellation of allotment, shall also stand forfeited. The balance, if any, shall be refunded to the Lessee without any interest. In the event, the amount deposited till date of such forfeiture is less than the amount to be forfeited, the lessor shall have the right to recover such balance along with interest @.1.7.% compounded at every six months, from the lessee as arrears of land revenue.

Provided that the entire amount deposited by the lessee shall be forfeited by the lesser if the lease is determined on the ground mentioned in sub clause (i).

(B) Whether or not any of the contingencies referred to in sub-clause (A) above have arisen, the decision of the lessor shall be conclusive and binding on the lessee.

(C) In the event of determination of this Lease and, subject to the lessee paying/clearing all dues, premium, rent and interest thereon AND all the municipal taxes and/or assessments AND all damages accruing or accrued in favor of the lessor and after obtaining a no objection from the lessor, the lessee would be entitled to remove and appropriate to themselves all building, erections, structures, other machinery or movables within a period of 3 months or such other period which may be prescribed for such purpose by the lessor from time to time. Any failure on the part of the lessee to do the aforesaid, shall result in vesting of all such material, movable, building, erections,

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For Malhotra Electronics Pvt. Ltd.

muchinery in the leaser and in such an event the leases shall then have no right to claim for refund/compensation or damages in respect of such property.

- (2) That the Chief Executive Officer of the Lesson or any person or persons authorised by him in that behalf in writing shall have the access to and the implied right and authority to enter upon the demised premises and building created or to be seeded thereon for being satisfied that the covenants and conditions contained herein have been and are being complied with properly and substantially.
- (3) (a) That the Lessor and the Lessoe hereby agree that all sums due under this deed from the Lessoe on account of premium, rent, interest or damages for use and occupation or any other account whatsoever shall on the certificate of the Lessor which shall be final, conclusive and binding on the Lessoe be recoverable as arrears of land revenue.
- (b) That the lessor shall have first charge upon the demised premises for the amount of unpaid lease rent and interest thereon and other dues of Authority.
- (4) That any relaxation, concession or indulgence granted by the Lessor to the Lesser shall not in any way projudice the legal right of the Lessor.
- (5) The entire legal expenses of execution of the lease deed including stamp duty and registration charges shall be home by the lessee.
- (6)(i) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976, (U.P. Act No. 6 of 1976) or any rules or regulations made thereunder shall be deemed to duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act 1973 as re-enacted and modified by the Uttar Pradesh President's Act, (Re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974);
- (ii) In the event of any dispute with regard to terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Budh Nager where the property is situated or the High Court of Judicature At Allahabad.
- (iii) If the lessee does not abide by the terms and conditions and building rules or any other rules and regulations framed by the Authority, the lesse may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor. And the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- (7) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by him under this lease.

Provided that the expression "Chief Executive Officer" shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the chief Executive Officer.

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or Malhotra Electronics Pvt. Ltd.

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The date of Lease Deed Registration shall be reckoned as the date of possession. The Lessee shall have to take possession on the same day.

(8) The enforceability, invalidity, or illegality of any provision in this Lease Deed shall not cause any of the other provisions of this Lease Deed to be unenforceable, invalid, or illegal.

IN WITNESS WHEREOF the parties here to have set their hands the day and in the year first above written.

Signed by

for and on behalf of the Lessor

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1. Witness: Witness 1. Witness: (PM) Shop Shop P. Fripsth.

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2. Witness: On Persu Show

Address: SI - Law Show

Address: SI - Law Show

A - D. N. Show

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Signed by:

for and on behalf of the Lessee

For Malhotra Electronics Pvt. Ltd. Kaninely

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1. Witness: K.C. Fifth S/OStiPP. Fighths Address: S-14 street The Confile Dears

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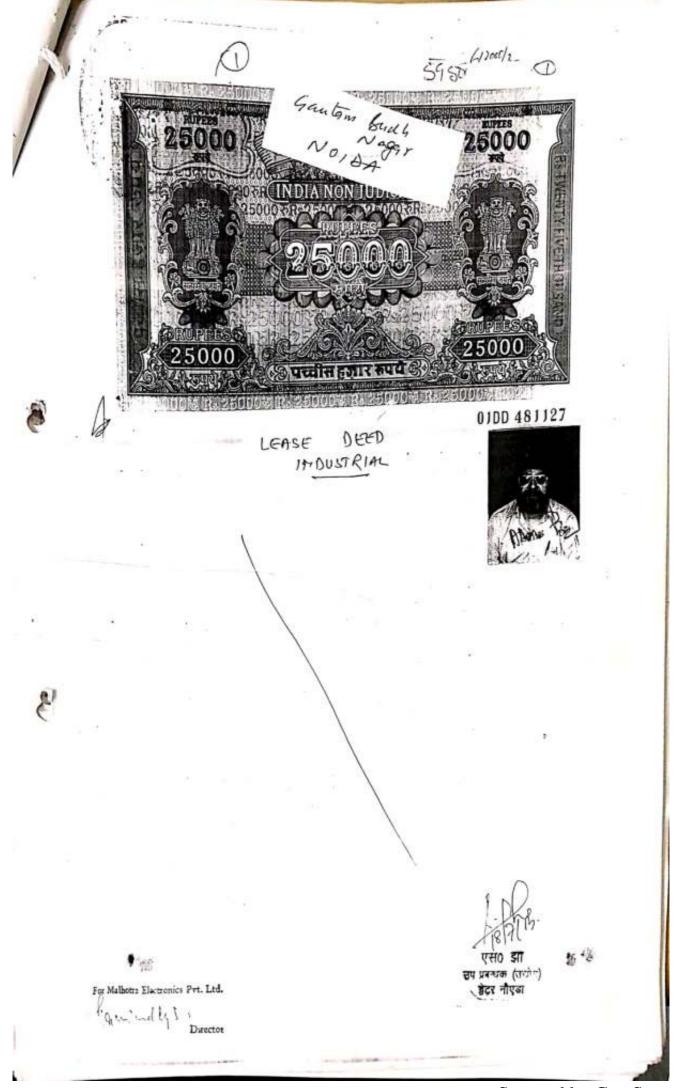


बही नं । जिल्ल के पूछ्य की नम्बार 5958

दश बाब दिनांक | 8 | 7 | 6 | को जिस्की की गई।

उप निवस्तक

वोवस बद नक्ष



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