भाग 1

प्रस्तुतकर्ता अथवा प्राथी द्वारा रखा जाने वाला

उपनिवन्धक राष्ट्री गीतम बद्ध क्षम संख्या 2021149000985

मावेदन मंचवा : 202100742000360

नेख या प्रार्थना पत्र प्रस्तुत करने का दिनोक 2021-01-05 00:00:00

प्रस्तुतकर्ता या प्राची का नान राज्य मुंधरा

लेख का प्रकार

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3 . निरीक्षण या तलाश शुल्क

4 . मुक्तार के अधिप्रमाणी करण शिए शुल्क

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प्रमाण पत्र वापस करने के लिए तैयार

2021-01-05 00:00:00

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(Three Lakh Sixty Five Thousand Five Hundred only)

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भाग 1







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> Rajpal Singh Manager (Industry) GNIDA

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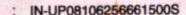
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: MESSERS MARKET REACH LLP

: Article 35 Lease

: PLOT NO.242, ECOTECH-XI, GREATER NOIDA

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: GNIDA

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: MESSERS MARKET REACH LLP

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(Three Lakh Sixty Five Thousand Five Hundred only)









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Rajpal Singh Manager (Industry) GNIDA



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Article 35 Lease

PLOT NO.242, ECOTECH-XI, GREATER NOIDA

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LEASE DEED

Industrial Plot No.- 242 Sector- Ecotech-XI, Area 1000 Sqm. in the layout plan of Greater Noida Industrial Development Area, Distt.—Gautam Budha Nagar, vide Allotment No. ONLIND2016-0200113

THIS LEASE DEED MADE on the day of December in the year TWO THOUSAND Twenty 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

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पट्टा विलेख(30 वर्ष से अधिक)

वही स॰: 1

रजिस्ट्रेशन स॰: 489

वर्ष: 2021

प्रतिफल- 10790000 स्टाम्प शुल्क- 380500 बाजारी मूल्य - 14915000 पंजीकरण शुल्क - 149150 प्रतिलिपिकरण शुल्क - 180 योग

श्री मैसर्स मार्केट रीच एल एल पी द्वारा राघव मुंधरा अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री प्रभात कुमार महेश्वरी

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व्यवसाय : अन्य

निबंधन हेतु पेश किया।

निवासी: ए 303, महेश अपार्टमैन्ट, बी 09, वसुन्धरा एन्कलेव दिल्ली-110096

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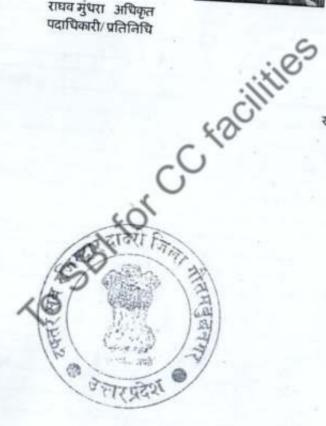
श्री, मैसर्स मार्केट रीच एल एल पी द्वारा ने यह लेखपत्र इस कार्यालय में दिनाँक



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरविन्द हुनार प्रभारी उप निवंधक साव गौतम बुद्ध संगर 05/01/2021

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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.

1.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 both hereby demise and lease to the Lessee, all the plot of land on as is
- where is basis Numbered as Industrial Plot No.- 242 Sector-Ecotech-XI, Area 1000 Sqm. situated within the Greater Noida Industrial Development Area, District- Gautam Budha

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बही स०: 1

रजिस्ट्रेशन स०: 489

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाताः 1

श्री ग्रेटर नोएडा औधोगिक विकास प्राधिकरण द्वारा राजपाल सिंह के द्वारा संजीव कुमार शर्मा , पुत्र श्री स्वर्गीय राम शरण शर्मा

निवासी: ग्रेटर नोएडा

व्यवसाय: अन्य

पट्टा गृहीता: 1





श्री मैसर्स मार्केट रीच एल एल पी के द्वारा राघव मुंधरा , पुत्र श्री प्रभात कुमार महेश्वरी

निवासी: ए 303, महेश अपार्टमैन्ट, बी 09, वसुन्धरा एन्कलेव दिल्ली-110096

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता : 1

श्री दिनेश कुमार , पुत्र श्री मुसरी लाल हाउँसे जिल

निवासी: बी 102, प्रथम तला सकटर 06; नोएडा

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री अनिल नागर , पुत्र श्री श्यामवीर नागर

निवासी: गाव लखनावली ग्रेटर नोएडा

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है । टिप्पणी : अरविन्द्र कुमार प्रभारी उप निर्माधक : दक्की गौतम वुद्ध नवर

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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 there for yearly lease rent in advance during the said term unto the lessor on the Aday of December, 2020 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 Lessee paid Yearly Lease Rent Rs 2,69,750/- (Rs. Two Lakh Sixty Nine Thousand, Seven Hundred Fifty Onley) to the Lessor to the term of 90 years commencing from the date of execution of this lease deed.

II AND THE LESSEE DO THE HEREBY DECALRE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWS:

(a) The lessee shall pay to the lessor the premium of Rs.1,07,90,000/- (Rs. One Crore Seven Lakh Ninty Thousand Only) out of which. Rs.32,37000/- (Rs. Therty Two Lakh Therty Seven Thousand Onley) have been paid by the Lessee half yearly installments along with the interest @ 14 % per annum from the date of issue of allotment letter, The interest to be compounded half yearly, the first installment falling due for payment on the 30th day of June or the 31st day of December, which ever falling earlier after the expiry of the period of six month next to the date of allotment of the demised premises and the remaining installments falling due consecutively as follows:

Rajpal Singh Manager (Industry) GNIDA Ray Hull



S.No.	Principal	Interest	Total	Date of payable	Status payment
Allotment	2158000.00	00	2158000.00	08.09.2019	Paid
INST1	539500.00	415415.00	954915.00	31.12.2019	Paid
INST2	539500.00	385742.50	925242.50	30.06.2020	Paid
INST3	539500.00	356070.00	895570.00	31.12.2020	UnPaid
INST4	539500.00	326397.50	865897.50	30.06.2021	UnPaid
INST5	539500.00	293725.00	836225.00	31.12.2021	UnPaid
INST6	539500.00	267052.50	806552.50	30.06.2022	UnPaid
INST7	539500.00	237380.00	776880.00	31.12.2022	UnPaid
INST8	539500.00	207707.50	747207.50	30.06.2023	UnPaid
INST9	539500.00	178035.00	717535.00	31.12.2023	UnPaid
INST10	539500.00	148362.50	687862.50	30.06.2024	UnPaid
INST 11	539500.00	118690.00	658190.00	31.12.2024	UnPaid
INST12	539500.00	89017.50	628517.50	30.06.2025	UnPaid
INST13	539500.00	59345.00	598845.00	31.12.3025	UnPaid
INST14	539500.00	29672.50	569172.50	30.06.2026	UnPaid

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 letter) 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 14% 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 AND IT IS HEREBY AGREED AND DECLARE BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

(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 any purpose other than the Engineering Work without the consent in writing of the lessor. The written request of the lessee shall be disposed off within a reasonable period.

> Rajpal Singh Manager (Industry)

SBI FOT CC Facilities

For Market Reach LLP

- (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 by the Lessor on 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 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 building and make the unit functional within a period of 24 months from the date of Execution of Lease Deed 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 Otlar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) and rules and regulations framed and directions issued there under 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.

Rajpal Singh Manager (Industry) For Market Real Parine

CC Facilities

For Market Reach LLF

(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 favour of whether of the Government of Uttar Pradesh or Industrial Financial Corporation of India Ltd. or in favour of Uttar Pradesh Financial Corporation or Industrial Development Bank 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.

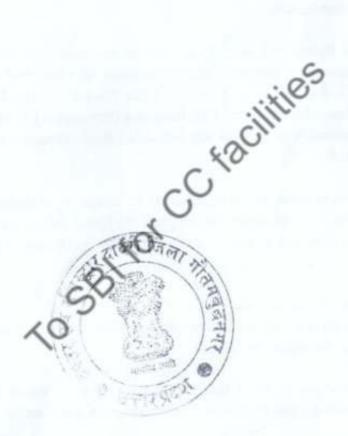
(10) (a) Whenever the title of the Lessee in the demised premises is transferred in any manner whatsoever the transferor and the transferee shall within one month of such transfer, give notice of such transfer in writing to the Lessor.

(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.

Rajpal Singh Manager (Industry) For Market Reach LLP





For Market Reach LLF

Parties

(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 lessor 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.

(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.

Rajpal Singh Managar (Industry) For Market Reach LLP

Rybar Mulpartner



For Market Reach LLF

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.

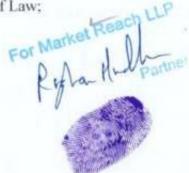
Provided that the right to determine this deed for-breach of the condition contained in this clause shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Finance Corporation of India Ltd. or The Industrial Credit and Investment 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 favour 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, mortgages or assigns the whole or any part of his right, title or interest whether in whole or any part thereof, except in the manner 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;

Rajpat Singh Manager (Industry)



CC Facilities

For Markel Reach LL

DINESH KUMAR

(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 @ 17% 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 lessor 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 favour 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 to 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, machinery in the lessor and in such an event the lessee 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 Lessor or any person or persons authorized 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 erected or to be erected 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 Lessee hereby agree that all sums due under this deed from the Lessee 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 Lessee be recoverable as arrears of land revenue.

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For Market Reach LLF

PLOT NO:- 242 10 PLOT NO. 224, 225 -- 20 120 --Rajpul Singh Manager (Industry) AREA = 1000.00 sgmNOTE DEVELOPMENT WORK IS IN PROGRESS. LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND, AREA OF PLOT MAY BE INCREASE OR DECREASE AFTER COMPLETION OF SITE DEVELOPMENT, POSSESSION OF PLOT AT SITE WILL BE GIVEN AFTER COMPLETION OF DEVELOPMENT WORK. SIGN SIGN POSSESSION POSSESSION TAKEN HANDED OVER OVER ALLOTTEE PROJ. DEPTT. LEASE PLAN FOR PLOT NO. 242 空. LAND DEPTT. FOR SECTOR LAW DEPTT. ECOTECH- XI GREATER NOIDA



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

PLNG. DEPTT.

- (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 Lessee shall not in any way prejudice 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 borne 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 there under 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
- (ii) In the event of any dispute with regard to terms and conditions 66 the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Buth Nagar 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 lease 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.

The date of Lease Deed shall be reckoned as the date of possession. The Lessee shall have to take physical possession Of the plot from project department GNIDA 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 Rajpal Singh above written. for and on behalf of the Lessor

Signed by

1. Witness AMIL MAN AR

Address: S/O Shyamvir HAVI AR

RIO VILL-LAKHMUNLI CIT. MOIDA

1. Witness Dinush KumAR stddress: So MURARI LAL for and on beh

Signed by Rto B-102, Sec-6, MORDA For Market Reach LLF

of the Lessee





आवेदन सं ०: 202100742000360

उत्तरप्रदेश की औद्योगिक निवेश एंव रोजगार प्रोत्साहन नीति—2017 के अर्न्तगत शासनादेश सं० 04/2018/180/94—स्टा०नि0—2—2018—700(253)/17 दिनांक 12—02—2018 के प्रस्तर 5.1तथा शासनादेश सं० 1515/77—6—18—5(एम)/17 वहीं स्विन्ति 1—जिल्ह्लांक फ्रिंडिशाके फ्रिंडिशाके प्राप्ति को स्वाप्ति प्राप्ति को स्वाप्ति स्वाप्ति को स्वाप्ति के स्वाप्ति के स्वाप्ति के स्वाप्ति को स्वाप्ति के स्वाप्ति

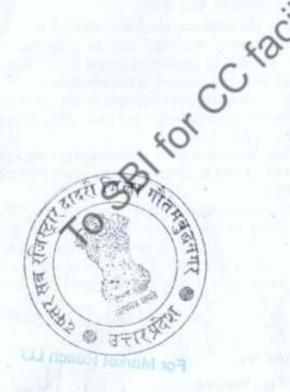
के रूप मेंहस्ताक्षरित ।

उपायुक्तज्ञींग, जिला उद्योग प्रोत्साहन तथा उद्यमिता विकास केन्द्र,

गौतमबुद्धनगर। अस्विन्द कुमार प्रभारी .

उप निबंधक :दादरी

गौतम बुद्ध नगर 05/01/2021



Partner