

5450

5000Rs.



Rs. 14,64,900/-

LEASE DEED

This lease deed made on 29th day of September in the year one thousand nine hundred eighty nine between the New Okhla Industrial Development Authority a body corporate constituted under Section 3 of the U.P. Industrial Area Development Act 1976 (UP Act No. 6 of 1976) (hereinafter called the 'LESSOR' which expression shall, unless the context does not so admit, include, its successors, assigns) of the one part and M/s Fertilizer Corporation of India Limited with its registered office at 'Madhuban' 55, Nehru Place, New Delhi 110019 through Shri A.K. Biswas son of Late Dr. P. Biswas resident of E-923, Chitranjan Park, New Delhi duly authorised by the Chairman and Managing Director of the Fertilizer Corporation of India Ltd. vide order dated 11th September, 1989 (hereinafter called the 'LESSEE' which expression shall include its successors, executors, administrators, representatives and permitted assigns) of the other part.

(A. K. BISWAS)

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

...2

14-9-29 5000/- 10 फॉर्मलर कारपोरेशन आफ इंडिया लिमिटेड मद्रास 68 नंबर पलेस नई दिल्ली द्वारा भी बाल फ्रिशन

कोकाकोला बॉयलर मशीन

दिना 90 साल

Lease Deed.

मु. बाबा रामदास जीवरवि. स्वराज मो. क. क.

2511-48/309/4800/- 106 52 900/-
 10/1/1929 के वि. 2 वा. 1
 A.R-266325/-

पु. ब. ब. मनी श्री... 10/1/1929 के वि. 2 वा. 1

विवासी... 10/1/1929 के वि. 2 वा. 1

हैं यह लेखपत्र कार्यालय उप निबन्धन नीति का है.

मद्रास विद्या वाचिवाबाद में प्राप्त दि. 29/9/29

अथवा 29/9/29 वर्षों दिव के प्रत्यक्ष विद्या

[Signature]

[Signature]

अथवा के निम्नान्त तथा प्राप्त पत्रावलि नम्र.

ह. 106 52 900/समस्त लेखपत्र

वा 10/1/1929 के वि. 2 वा. 1 A.L-10

ह. 106 52 900/समस्त लेखपत्र

वा 10/1/1929 के वि. 2 वा. 1

ह. 106 52 900/समस्त लेखपत्र

वा 10/1/1929 के वि. 2 वा. 1

ह. 106 52 900/समस्त लेखपत्र

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वा 10/1/1929 के वि. 2 वा. 1

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वा 10/1/1929 के वि. 2 वा. 1

ह. 106 52 900/समस्त लेखपत्र

वा 10/1/1929 के वि. 2 वा. 1

ह. 106 52 900/समस्त लेखपत्र



पहचान...

पुत्र श्री...

निवासी...

व श्री...

पुत्र श्री...

निवासी...

F.C.I. 55 नई दिल्ली

[Signature]
 29/9/29



-2-

WHEREAS the plot hereafter described forms part of land acquired under the Land Acquisition Act 1986 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 taken on lease the said plot more clearly described hereinafter on the terms and conditions appearing for the purpose of constructing office complex according to setbacks of building plan approved by the LESSOR.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS

That in consideration of the total premium of Rs.1,06,52,900.00 (Rupees One Crore six lakhs fifty two thousand nine hundred only) which have been paid by the LESSEE to LESSOR. (The receipts whereof the LESSOR hereby acknowledges).

Re

(Signature)

(A. K. BISWAS)

Company Secretary and General Manager (F) ...3
Corporation of India Limited

50000

10/10/14-9-89 * 5000/-

प्रमाण नं. 9 वें मानक किताब

शेकडिया कोकमर गाँव

पचास हजार पाँच सौ रुपये

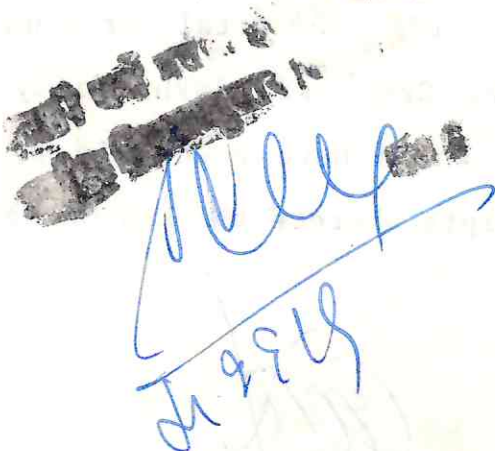




बेने बूँधन



RANJIT RAY


21/9/89





-3-

The possession of the land shall have to be taken over after execution of lease deed within three months from the date of execution of lease deed. If LESSEE fails to take possession or causes delay in taking over possession after execution of lease deed, the allotment of plot may be cancelled and 25% allotment money deposited may be forfeited. However, in exceptional circumstances or in cases involving hardship, the time limit may be extended by the LESSOR at his absolute discretion.

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreements herein contained and on the part of the LESSEE to be respectively paid, absorbed and performed, the LESSOR doth hereby demise and lease to the LESSEE, all that plot land numbered as 11 situated in Block No. A at Sector F in New Okhla Industrial Development Area, Distt. Ghaziabad (U.P.) contained by measurement 4261.16 sq. mtr. in lease and bounded as-

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(A. K. BISWAS)

Company Secretary and General Manager (F)
The Corporation of India Limited

50000

10 दिनांक 14-9-89 को 5000/-
राशि नं. 9 के माध्यम से किया

(Signature)

संक्रांत राशि नं.

50000

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पाँच हजार रुपये

three months





-4-

On the North by 18 mtr. wide Road

On the South by NTPC Land

On the East by Plot No. A-12 Sector-1

On the West by Plot No. A-10 Sector-1

And which said plot is more clearly delineated and shown in the attached plan.

To hold the said plot (hereinafter referred to as the 'demised premises') with their appurtenances upto the lease for the term of 90 years commencing from 29.9.1989 except, and always/reserving to the LESSOR,

- a) A right to lay water mains, drains, sewer or electric wires under or above the demised premises, if deemed necessary by the LESSOR in developing the same.
- b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

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(A. K. BISWAS)

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

890008

नं० 12 दिना 14-9-89 ₹ 5000/-

प्राप्त नं० 9 व मान्य दिना

(Bills)

पञ्चादश अक्षर

5000

5000

पञ्चादश अक्षर

पञ्चादश अक्षर

पञ्चादश अक्षर

पञ्चादश अक्षर





-5-

- c) Yielding and paying therefor yearly lease rent in advance @ 2.5% of the total amount of premium shall be payable in annual instalments in first week of April every year. The lease rent shall be revised to enhancement after every twelve years.

However, the amount of Lease Rent so enhanced shall not exceed 50% of the amount last fixed. Default in timely payments of lease rent shall be subject to interest amount @ 17% per annum compounded every year.

- i) The LESSEE shall be liable to pay all rates, local taxes, charges and assessment or other dues if any by whatever name called for every description in respect of the plot of land or building constructed therein assessed or imposed from time to time by any authority/LESSOR.

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(Signature)

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(A. K. BISWAS)

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

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नं० 13 दिनांक 14-9-89 रू. 50.00/-

प्रमाण नं० 9 सांगित किया

रोकटिंग कोरगाव *Quing*

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पंचायत समिती, कोरगाव, जिल्हा नांदेड





-6-

- ii) That the LESSEE will obey and submit to all directions or regulations made by the LESSOR now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they effect the health, safety or convenience of the other inhabitants of the place.
- iii) That the LESSEE will at its own cost construct on the demised premises institution/office complex in accordance with the prescribed norms, bye-laws, plans and building regulations and directions of the LESSOR.
- iv) That the LESSEE will have to construct 50% of the permissible covered area as per plan approved by NOIDA within two years from the date of execution of lease deed failing which levy of 10% of premium cost per annum will be chargeable on extension being allowed by the LESSOR or its Chairman or his duly authorised officers. In the event of extension

Re

(A. K. BISWAS)

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Company Secretary and General Manager (F)
Corporation of India Limited

नं० 14 दिनांक 14-9-89 ₹. 50.00/-
प्रमाण नं० 9 सामिल किया

भोकरिया बाजार (Signature)





-7-

not being granted, cancellation would be effected if site remains vacant after two years of the date of registration of Lease Deed and the LESSOR may resume possession of demised premises provided that the LESSEE will be at liberty to remove construction.

- v) That the LESSEE shall have to erect and complete building on the lease land within ~~a period of two~~ the prescribed Period ~~years from the date of execution of Lease Deed~~ unless extension is allowed by the LESSOR in exceptional circumstances and on such conditions as it may impose.
- vi) That the LESSEE will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a sanitary condition to the satisfaction of the LESSOR.

21

(Signature)

...8

(A. K. BHOWAS)

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

15

14-9-29 50.00/-

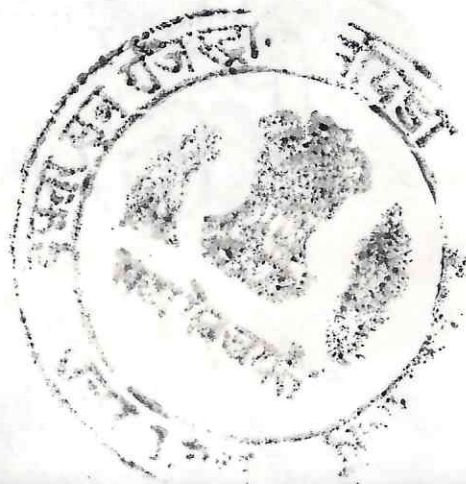
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-8-

vii) That LESSEE will not make or permit to make any alteration in or addition to the said building or other erection for the time being on the demised premises without the prior permission in writing of the LESSOR and except in accordance with the terms of the said permission in writing of the plan, if any, approved by the LESSOR or any officer authorised by the LESSOR in that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the LESSOR or such requiring him so to do, correct such deviation as aforesaid and if the LESSEE shall neglect to correct such deviation for the space of the calender month after the receipt of such notice then it shall be lawful for LESSOR to cause such deviation to be corrected at the expenses of the LESSEE to which expenses the LESSEE hereby agrees to reimburse by paying to the LESSOR such amount as the LESSOR (whose decision shall be final) shall fix in that behalf.

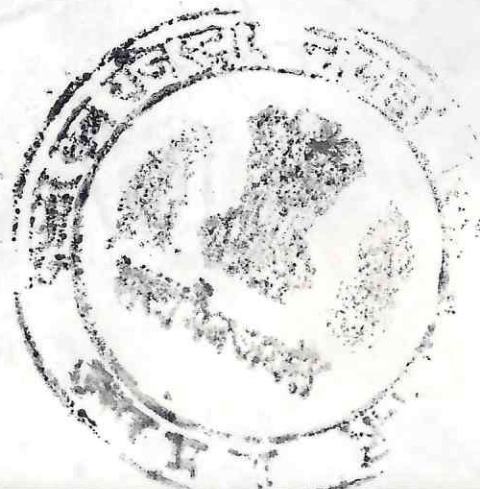
(A. K. BISWAS)

 ...9
 Company Secretary and General Manager (F)
 Fertilizer Corporation of India Limited

16. 14-9-29. 5.00/-

भारत नं० १ ५ साक्षर शिक्षा

मोकदिया, मोनगार





-9-

- viii) The LESSEE shall not be entitled to divide the plot or amalgamate it with any other plot.
- ix) That the LESSEE shall not be entitled to transfer the plot before or after the erection of the building without the prior permission of the Chief Executive Officer. The discretion of the Chief Executive Officer in granting such permission shall be absolute and final. In case of transfer, 50% of the difference between premium paid and market value of the component at the time of transfer shall be paid to NOIDA. The discretion of Chairman/Chief Executive Officer for fixing market value or the difference money payable as transfer charges at any time will be final and binding on to LESSEE.
- x) That the LESSEE may with the prior permission of the Chairman/Chief Executive Officer mortgage the land for raising loans.

89

(Signature)

(A. K. BISWAS)

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Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

10 ... 17 ... 14-9-89 ... 50.00/-

पृष्ठ सं० १ व सामान्य शिक्षा

श्रीकृष्ण कृष्ण

श्रीकृष्ण कृष्ण





-10-

Provided that in the event of the value of foreclosure of the mortgage or charged property, the LESSOR shall be entitled to claim and recover such percentage as decided by the LESSOR of the unearned increase in the value of said land as aforesaid and the amount of LESSOR's share of the said unearned increase shall be first charged having priority over the said mortgage of charge. The decision of LESSOR in respect of the market value of the said land shall be final and binding on LESSEE.

- xi) Provided further that the LESSOR shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the LESSOR of unearned increase as aforesaid.
- xii) That all dues payable to the authority shall be recoverable as arrears of land revenue.

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(A. K. BISWAS)
Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

280006

नं० 18 दिनांक 14-9-89 र 5000/-

प्राप्त नं० 9 र सामान किता

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xiii) That if LESSEE obtains the plot by any misrepresentation/misstatement or fraud or in the event of cancellation of allotment of the LESSEE on account of any breach of terms laid herein, the lease may be cancelled and the entire money paid by the LESSEE will be forfeited and the possession of the plot and the structure raised thereon unless removed by the LESSEE within the time specified in the notice by the Authority may be taken over by the Authority and LESSEE will not be entitled to any compensation.

xiv) If the LESSEE does not abide the terms and conditions and building rules or any other rules governed by the Authority, the lease may be cancelled by the LESSOR and the possession of the demised premises may be taken over by LESSOR and the LESSEE in such an event will not be entitled to claim any compensation.

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(A. K. BISWAS)

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

280003

क्र. 19 दिनांक 14.9.89 रु. 5000/-

धाम नं. 9 में लागत किता

(5000)

श्रीकृष्ण कोषागार गान्धी





-12-

xv) That the LESSEE shall use the demised premises only for construction of the office complex according to the plan approved by the LESSOR and in accordance with the building directions or regulation formulated under the provisions of UP Industrial Area Development Act 1976, and for no other purpose without the consent of the LESSOR and subject to such terms and conditions as the LESSOR may impose and will not do or suffer to be done on demised premises or any part thereof any act or thing which may or grow to be a nuisance, damage annoyance or inconvenience to the LESSOR or the owners/occupiers of others' premises in the neighbourhood.

xvi) That the LESSEE shall not be entitled to transfer or sublet the interest in demised premises before or after erection of building.

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(Signature)

(A. K. BISWAS)

...13

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

290005
दिनांक 14-9-29. ₹ 5000/-

पत्रांक नं. 9 में सामिल किया



शेकहिंग कोषागार गाजिपुर





-13-

xvii) That the LESSEE will not assign, relinquish, mortgage, sublet, transfer or part with possession of any portion less than whole of the demised premises and building thereon or cause any subdivision thereof by metes and bounds or otherwise, without prior permission of LESSOR.

xviii) That every transfer, assignment, relinquishment, mortgage or subletting or the whole of the demised premises or building or both shall be subject to the condition that the transferee assignee or sublessee shall be bound by all covenants and conditions herein contained and be answerable to the LESSOR in all respect therefor.

Provided always that if the LESSEE or its transferees or permitted assignees, as the case may be will assign, relinquish, mortgage, sublet or transfer the demised premises and building thereon as a whole for residue on the said terms and it will be delivered at its own expense to the LESSOR or at LESSOR's office attested copy of the assignment, relinquishment, mortgage or transfer deed together with notice

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(A. E. BISWAS)
Company Secretary and General Manager
Corporation of India Limited

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10.....21..... दिनांक 14-9-89 रु. 5.00/-

प्रमाण नं० 9 में साधन किया



चोकडिया कोषागार गाजियाबाद





-14-

therefor within a month after the same shall have been duly registered under the Indian Registration Act or any other law relating to such registration and for the time being in force.

xix) That the LESSEE will permit the members, officers and subordinates of the LESSOR and workmen and others employed by LESSOR from time to time and at all reasonable time of the day during the said term after the three days previous notice to enter into and upon the demised premises and building to be erected thereon in order to inspect the same and carry on necessary works mentioned before.

xx) That the LESSEE will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the LESSOR in writing.

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(A. E. BISWAS)

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Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

100008
१० 22 दिनांक ११-९-८९ रु. 5000/-
पृष्ठ नं० १ में साधन दिव

शंकरिषा बाबागार  गान्ध...





-15-

xxi) That the LESSEE shall not exercise its option of determining the lease nor hold the LESSOR responsible to make good the damage if by fire, tempest, flood or volume of army or of a mob or other irresistible force any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:

i) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the LESSOR (whose decision shall be final and binding) any breach of the LESSEE or any person claiming through or under it of any of the covenants or conditions hereinbefore contained and on its part to be observed and performed and in particular and without prejudice to the generality of this sub-clause if the LESSEE transfers,

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(A. K. BISWAS)

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

नं० ... 23 ... दिना 14-9-89 ... रु. 5000/-

प्रमाण नं० 9 ... के मापित किता

(Signature)

भोकरादिया बापागाव गाव





-16-

relinquishes, mortgages or assigns the whole of the demised premises before construction of building on it as hereinbefore provided within the period mentioned above or if the LESSEE or the persons in whom the term hereby created shall be vested, shall be adjudged insolvent, it shall be lawful for the LESSOR without prejudice to any other right of action of the LESSOR in respect of any breach of agreement to re-enter the demised premises or any part therefor in the name of the whole and determine this demise and thereupon if:

- ii) At the time of re-entry the demised premises shall not have been occupied by any building constructed by the LESSEE thereon, the LESSOR may re-allot the demised premises and refund the payments as mentioned above without interest after deducting arrears of lease rent.

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(Signature)

...17

(M. K. LEWAS)
Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

24 दिनांक 14-9-29 ₹ 5000/-

रकम नं. 9 में सांगत किया

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भेकदिया कोषागार गाँव





-17-

iii) If at the time of re-entry the demised premises shall have been occupied by any building constructed by the LESSEE thereon, the LESSEE shall within a period of three months from the date of re-entry, remove, from the demised premises all erections or buildings, fixtures and things which at any time and during the said terms shall be affixed or set up within or upon the said premises and leave the said premises in as good condition as it was on the date of demised in default whereon the same shall become the property of the LESSOR without payment of any compensation to the LESSEE for land and building, fixtures and things thereon but upon the LESSEE removing the erection, building, fixtures and things within the period hereinbefore specified, the demised premises shall be re-allotted and the LESSEE may be paid such amounts as may workout in accordance with the principle given in sub-clause (i) above provided that the LESSOR may at its option agree to purchase the said erection, buildings and fixtures upon payment to the LESSEE price therefor and for his interest in the premises as may be mutually agreed upon.

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(A. K. BISWAS)

..18

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

दिनांक 14-9-89 रु. 5000/-

स्थान नं. 9 में मान्य किया

शेकटिया कोषागार गा.प.





-18-

- iv) Any loss suffered by the LESSOR on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the LESSEE or any person claiming through or under him shall be recoverable by the LESSOR.
- v) All notices, orders and other documents required under the terms of the lease or under the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rule or regulation made thereunder shall be deemed to be duly served as provided under Section 43 of the U.P. Urban Plan and Development Act, 1973 as re-enacted and modified by the U.P. Residents Act 1974 (Re-enactment with modification) (U.P. Act No. 30 of 1974)
- vi) The provisions of U.P. Industrial Area Development Act, 1976 and any rules or regulations framed under the Act or any directions issued shall be binding on the LESSEE.

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(Signature)

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(A. K. DESWAS)
Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

नं० ... 26 ... दिना 11-9-29 रु. 5000/-

प्रमाण नं० 9 के सामने किया

(Signature)

भारत सरकार का नाम





-19-

- vii) All powers exercised by the LESSOR under this lease may be exercised by Chairman/Chief Executive Officer of the LESSOR. The LESSOR may also authorise any officer to exercise all or any of the powers exercisable by it under this lease.
- viii) That the allottee should run the office complex only for office purpose.
- ix) The allotment can be withdrawn in case the implementation of the project is found unsatisfactory at any stage by the LESSOR.
- x) Any relaxations or concession or indulgence granted by the LESSOR to the LESSEE shall not in any way prejudice the legal stands of the LESSOR.
- xi) Any dispute arising with regard to this agreement shall be subject to the jurisdiction of the Civil Courts at Ghaziabad or High Court of Judicature at Allahabad.

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(A. K. MISWAS)

Company Secretary and General Manager (F)
Fertilizer Corporation of India Limited

270000

नं०... 27 दिना 14-9-29 ₹. 50.00/-

प्राप्त नं० 9 वं सापित किया

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गन्धारवा बाबापार गाँव





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- xii) The land/building will be accepted by the allottee on the basis of as is where is.
- xiii) The Chief Executive Officer of the LESSOR reserves the right to make such additions, from time to time as may be considered just and reasonable.
- xiv) In case of any clarification or interpretation regarding these terms and conditions, decision of the Chief Executive Officer of the LESSOR shall be final and binding on both the parties.
- xv) The stamp duty and registration charges of the Lease Deed shall be borne by the LESSEE.

(A. K. BISWAS)

Company Secretary and General Manager (P)
Fertilizer Corporation of India Limited

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280000

क्र. 28 दि. 14-9-89 ₹ 50.00/-

प्रमाण नं. 9 व. मासिक किता

Q109

सकल अंशधार

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-21-

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year herein first above written.

In the presence of

Signed and delivered

1. Bal Krishan
BAL KRISHAN
S/O LATE SHRI HARI CHAND
17/57A TILAK NAGAR,
NEW DELHI-110018

For and on behalf of the LESSOR

E. N. SRIVASTAVA
Assit. Law Officer
NOIDA.

2. Ranjit Ram
RANJIT RAM
S/O SH. RAM SINGH
C/O. F.C. I. HO.
55 NEHRU PLACE
NEW DELHI-110019

For and on behalf of the LESSEE

3.

१००००००० दिनांक १५-९-८९ रु. ५०००/-
प्रमाण नं० ९ वें सामिल निम्न

(१०००)
भोकरिना कोषागार गाजगाव





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Attached with the Lease Deed in respect of
Plot No.A-11, Sector-I, NOIDA, Distt.
Ghaziabad (U.P.)

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(R.N. Srivastava)
Asst. Law Officer
for and on behalf of
New Okhla Industrial Development Authority.

(A.K. Biswas)

Company Secretary and General Manager (F)
for and on behalf of
Fertilizer Corporation of India Ltd.

बं०30... दिनांक 14-9-29... रु. 5000/-
श्रीक नं०9..... के सामक फिवा
(1000)
भेकदिया कोषागार गालिगदर

