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INDIA NON-JUDICIAL

Government of National Capital Territory of Delhi



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e-Stamp

Certificate No. : IN-DL35720830994775S

Certificate Issued Date : 12-Mar-2020 04:39 PM

Account Reference : NONACC (BK)/ dlobcbk02/ JANAKPURI1/ DL-DLH

Unique Doc. Reference : SUBIN-DLDLOBCBK0279728972536009S

Purchased by : SHANKER

Description of Document : Article 35(iii) Lease with security upto 10 years

Property Description : 55-A,RAMA ROAD,NAJAFGARH ROAD INDUSTRIAL AREA,NEW DELHI

Consideration Price (Rs.) : 0
(Zero)

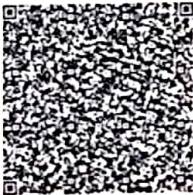
First Party : INDIA WIRE AND GENERAL MILLS PRIVATE LIMITED

Second Party : LG ELECTRONICS INDIA PRIVATE LIMITED

Stamp Duty Paid By : INDIA WIRE AND GENERAL MILLS PRIVATE LIMITED

Stamp Duty Amount(Rs.) : 4,16,000 ✓
(Four Lakh Sixteen Thousand only)

LOCKED



Please write or type below this line.....



CO-PAN/AAAC/23189
No. 7626 WEST/237882



Co-PAN AAACL17450
No. 4282 2782 0220
WEST/0002088473

For India Wire & General Mills Pvt. Ltd

For LG Electronics India Pvt. Ltd.

Statutory Alert:

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2. The onus of checking the details of the certificate shall be on the users of the certificate.
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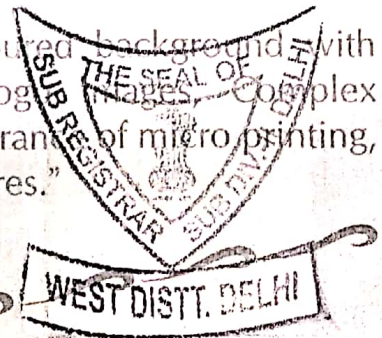
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For C Electronics India Pvt. Ltd
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LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and executed at Delhi on this 08 day of July 2020

BY AND BETWEEN

M/s. India Wire & General Mills Private Limited a Company incorporated under The Indian Companies Act, 1956, having its Regd. Off. at 55A Rama Road, Najafgarh Road Industrial Area, New Delhi-110015 Through its authorized Representative Mr. G L Swami S/o Sh. L.R. Swami R/o 68/3, Najafgrah Road, Moti Nagar, New Delhi-110015 hereinafter called the "Lessor/First Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to its successors in interest and assigns) of the FIRST PART.

AND

LG Electronics India Private Limited, a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office situated at A-24/6, MCIE, Mathura Road, Sarita Vihar New Delhi- New Delhi-110044 and having its branch office situated at KP Tower, C-001, Sector 16B, Nojda 201301. through authorised signatory Vikash Agarwal, son of Rajendra Mr. Lakshar.

(hereinafter referred to as "Lessee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, duly authorized agents, successors in interest and permitted assigns,) acting through its authorized signatory/ representative, of the OTHER PART.

The Lessor and the Lessee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

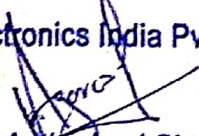
(A) WHEREAS, the Lessor represented that they have the absolute right & title of and is seized and possessed of and is otherwise well and sufficiently entitled to the land admeasuring approximately 7090.80 Sq. Yard and situated at Plot No. 55A Rama Road, Najafgarh Road Industrial Area, New Delhi-110015 which is more particularly described in Annexure-1 annexed hereto (hereinafter referred to as the "Land") as well as the building consisting two Basements, Ground, First and Second Floor constructed in the said Freehold Industrial Plot No. 55A Rama Road, Najafgarh Road Industrial Area, New Delhi-110015 constructed by the Lessor (hereinafter referred to as the "Building"). The said Land has been duly registered in the name of the Lessor.

(B) AND WHEREAS, North Delhi Municipal Corporation has granted completion cum Occupancy Certificate to the Lessor vide File No./ Plan No. 10043490 dated 17/06/2019 in respect of the Building in favour of the Lessor.

For India Wire & General Mills Pvt. Ltd


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Deed Related Detail

Deed Name	LEASE		LEASE WITH SECURITY UPTO 10 YEARS	
Land Detail				
Tehsil/Sub Tehsil	SR II Basai Darapur			
Village/City	Najafgarh Rd. Ind.Area	Building Type		
Place (Segment)	Najafgarh Rd. Ind. Area			
Property Type	Industrial			
Property Address	House No.:55-A,RAMA ROAD,NAJAFGARH ROAD INDUSTRIAL, Road No.:			
Area of Property	631000 Area Sq.Feet	0.00	0.00	Najafgarh
Money Related Detail				
Consideration Amount	800,000.00 Rupees		Stamp Duty Paid 416,000.00 Rupees	
Value of Registration Fee	100.00 Rupees		Pasting Fee 100.00 Rupees	

Document of LEASE
 LEASE WITH SECURITY UPTO 10 YEARS
 Executed by: Shri/Smt. S/o, W/o R/o
 INDIA WIRE AND GENERAL MILLS PRIVATE LIMITED THROUGH MR. G.L SWAMI 68/3 NAJAFGARH ROAD MOTI NAGAR ND
 in the office of the Sub Registrar, Delhi this 08/07/2020 12:00:00 AM on Wednesday between the hour

Signature of Presently  
 Registrar/Sub Registrar
 SR II Basai Darapur
 Delhi/New Delhi

Execution admitted by the said: Shri / Ms.
 INDIA WIRE AND GENERAL MILLS PRIVATE LIMITED THROUGH MR. G.L SWAMI
 and Shri / Ms. VIKASH AGARWAL
 LG ELECTRONICS (INDIA) PRIVATE LIMITED THROUGH VIKASH AGARWAL
 Who is/are identified as Shri/Smt/Km. MUKESH S/o W/o D/o LT. JAMNA NANI 283 SWADA JJ COLONY ND
 and Shri/Smt./Km ROBIN MITTAL S/o W/o D/o SHYAM SUNDER MITTAL R/o SF JANAK PURI ND

(Marginal Witness). Witness No. II is known to me.
 Contents of the document explained to the parties who understand the conditions and admit them as correct.
 Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence.

Date 08/07/2020 14:19:04

 Registrar/Sub Registrar
 SR II Basai Darapur
 Delhi/New Delhi

 THE SEAL OF
 REGISTRAR/SUB REGISTRAR
 SR II Basai Darapur
 Delhi/New Delhi
 WEST DISTT. DELHI


(C) AND WHEREAS, the Lessee has approached the Lessor to take on lease the front portion of the 2nd Floor of the Building admeasuring approximately 13000 Sq. Ft. Super Built up area including common areas of the Building and a carpet area admeasuring approximately 11500 which is more particularly described in Annexure-2 hereto (hereinafter referred to as the "Premises") along with the right to egress and ingress and other customary easement rights, including but not limiting to, the usage of passage and stairs leading to the Land and Building,. Relying upon the representations made by the Lessor and believing the same to be true, the Lessee has approached the Lessor and the Lessor has agreed to lease the Premises to the Lessee on the following terms and conditions, for exclusive use by the Lessee for the purposes of operating Service Center-cum Office under industrial use: and

(D) AND WHEREAS, the Lessor has represented *inter alia* that the Land, Building and the Premises are compliant with applicable laws and building by-laws and the Lessee has entered into this Agreement placing reliance on the same.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. LEASE OF THE PREMISES

1.1 That in consideration of the Lease Rent (*defined hereinafter*) and the mutual covenants and conditions hereinafter contained, the Lessor does hereby demise upon the Lessee, on a lease-basis, the Premises together with all rights, customary easements and appurtenances thereto for the duration of the Lease Term (*defined hereinafter*) commencing from the Lease Commencement Date (*defined hereinafter*) in accordance with the terms of this Agreement.

1.2 On the Lessee paying the Lease Rent and any other charge or payment hereby reserved and performing and observing the covenants and stipulations herein contained, the Lessee shall peacefully hold and enjoy the Premises during the Lease Term, without any interruption by the Lessor or any person rightfully claiming through, under or in trust for the Lessor.

1.3 The Lease Term shall commence on and from the Lease Commencement Date. The Lease Rent as stated in Clause 5 below shall become payable on such date(s) and in the manner setout therein.

2. STATE OF THE SAID PREMISES

The Lessor shall handover the vacant and peaceful physical possession of the said Premises on the Handover Date with power back-up and fitting & fixtures, if any) as per Annexure-3.

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3. LEASE COMMENCEMENT DATE / HANDOVER DATE

The Premises shall be handed over for use and occupation to the Lessee no later than 20/12/2019 or any other extended date mutually agreed amongst the Parties ("Handover Date"), and the lease shall commence from the Date 20/12/2019 ("Lease Commencement Date"). However, in the event the Handover Date is delayed, the Lease Rent shall be payable on and from such date on which the Premises is handed over to the Lessee after the completion of the agreed modifications, if any, to the sole satisfaction of the Lessee and such date shall be considered as the Handover Date with respect to the Premises.

4. LEASE TERM


The term of the lease for the Premises shall be for a period of 9 years commencing from the Lease Commencement Date ("Lease Term") and shall thereafter be renewable by the Lessee on such terms and conditions as may be mutually agreed between the parties and reduced in writing.

5. LEASE RENT

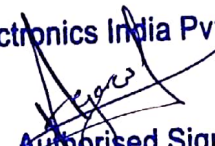
5.1 In consideration of the Lessor leasing the Premises to the Lessee, the Lessee shall pay to the Lessor, a monthly lease rental of Rs. 7,35,000/- (Rupees Seven Lacs Thirty Five Thousand Only) plus Rs.65,000/- (Rupees Sixty Five Thousand only) as Maintenance charges Totaling payment of Rs.8,00,000/- per month plus Goods and Service Tax (GST) as may be applicable from time to time ("Lease Rent") per month for the first year period of the Lease deed, subject to and the same shall be effective from the Lease Commencement Date. Further, the Lessee shall be entitled to make statutory deductions such as tax deductible at source (TDS) as are required by applicable law, for which certificates shall be issued by the Lessee to the Lessor within the stipulated period. The Monthly payment will increase by 5% each year on the last rent paid as per the table below.

Head	Increase Rate
Rent Escalation	5% every years
Escalation on common area maintenance charges	15% after every three years

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5.2 The Lease Rent will be payable by the Lessee to the Lessor in advance by the 10th day of the relevant English calendar month during the Lease Term subject to the submission of original invoice by the Lessor by the 1st day of such relevant month.

5.3 The Parties agree that the Lease Rent shall be paid by the Lessee to the Lessor, through cheque or RTGS / NEFT into the bank account of the Lessor, described in Annexure-4 to this Agreement.

6. LOCK-IN PERIOD

It is clarified that save and except as provided for in Clause 15.2 either the Lessor or the Lessee shall not be entitled to terminate the Lease Deed during the first Three years from the Lease Commencement Date (the "Lock-in Period"), In case either party opt to terminate the lease deed during the lock-in period, then the rent for the remaining lock-in period would be payable to other party on the vacation of the Demised premises. The Lessor shall not have the right to terminate this Lease Deed at any time during the Term of Lock-in period except in the circumstances as set out in 12.2 herein below.

7. RENT FREE PERIOD

That the Lessor hereby grants a rent free period for 60 days after signing the LOI / MOU for the purpose of completing the fit-outs on the said Premises. Accordingly, no Lease Rent (defined hereinafter) will be payable by the Lessee to the Lessor for the said rent free period.

8. MAINTENANCE CHARGES AND SCOPE OF MAINTENANCE

8.1 The Maintenance charges as mentioned in clause 5.1 shall be effective from the Lease Commencement Date or when the maintenance service are made available with respect to the Premises, whichever is later. The said Maintenance Charges would be payable towards services relating to common security, cleaning & maintenance of the common areas with respect to the Building and the Premises, Generator Services, Lift Service AMC and Fire Fighting equipment AMC. The Lessee shall pay to the Lessor the Maintenance Charge after deducting requisite taxes in accordance with applicable law.

8.2 For Generator Operation, sub meter will be provided to the Lessee and the Lessor will raise bill for the Generator use @ Rs.12 (Rupees Twelve) per unit plus GST as applicable and Lessee has to pay the same on monthly basis based on the use / consumption. The unit rate will be increased reasonably on mutual consent of the parties if the fuel and or maintenance cost are escalated.

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8.3 That the Lessor shall maintain the lift(s) in the said Building serving the said Premises during the office hours, for the purpose of ingress and egress from the said Premises.

9. USE OF THE SAID PREMISES/ COMMON AREAS

That the Lessee is permitted to use the said Premises for Service Center-cum-Office purposes under industrial use only and the Lessee shall not use the same for any other purposes. However, the usage of the said Premises as Service Center-cum-Office use and usage of the Six Car Parking Spaces by the Lessee and/ or its subsidiaries/ affiliates shall be unrestricted and uninterrupted and shall be made available at all times of day and night to the Lessee, its subsidiaries/ affiliates, its directors, employees, servants, representatives, customers, visitors, invitees, etc. subject to fulfilment of the security needs of the said Building and its occupants and subject to the Lessee performing all its material obligations under this Lease Deed. Further, the Lessee, its subsidiaries/ affiliates and the directors, employees, agents, guests, visitors, etc. of the Lessee will have the right to use the common areas such as the entrance & exit, staircases, corridors, lifts etc. leading to and from the said Premises along with other occupants of the said Building at all times during the term of the lease hereby created subject to the Lessee performing all its obligations under this Lease Deed.

10. REFUNDABLE AND INTEREST FREE SECURITY DEPOSIT

10.1 The Lessee shall deposit with the Lessor, a sum of Rs.48, 00,000/-(Rupees Forty Eight Lacs only) which is equivalent to Six months Lease Rent and Six months Maintenance charges, as an adjustable, refundable and interest free security deposit ("Deposit"). The Lessor confirms & acknowledges the receipt of Security amount. The Lessee shall be entitled for adjustment of the security deposit amount against Lease rent towards the notice period at the time of early termination or expiry of this Agreement. The Lessor shall refund the remaining amount of Security Deposit, if any after adjusting all dues including electricity, water and any other utility bills or expenses and cost due to damages, if any subject to normal wear and tear of the said premises, to the Lessee on or before the handover of the premises.

10.2 If the Security deposit of the Lessee is adjusted against the Rent or any other dues at any time, the amount adjusted shall be subject to GST or any other taxes as applicable at the time of adjustment.

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10.3 In the event the complete Deposit (subject to any adjustments made against the Lease Rent or any other charges due to the Lessor as provided in the Lease Agreement) is not returned by the Lessor to the Lessee on or before handover/vacation of the Premises, for any reason whatsoever, the Lessee shall be entitled to charge interest from the Lessor on the unpaid portion of the Deposit calculated at the rate of 18% per annum from the date on which the Lessee was ready and willing to hand over the vacant and peaceful possession of the Premises until the date of refund of the entire Deposit by the Lessor. Provided always that if the Lessor fails to handover the Deposit as contemplated herein, then the Lessee shall be entitled to continue to use, occupy, withhold and retain the possession of the Premises without the payment of Lease Rent and continue to use and occupy the Premises (and be entitled to all the services as had been agreed between the Parties during the subsistence of the lease) without payment of any charge or Lease Rent till the time the entire Deposit along with interest is refunded to the Lessee.

11. REPRESENTATION, WARRANTIES AND COVENANTS OF THE LESSOR

11.1 The Lessor represents warrants and covenants to the Lessee as follows:

- (i) that the Lessor has full power and authority to enter into and perform its obligations under this Agreement and is entitled to grant the Premises on lease to the Lessee;
- (ii) that the Lessor has valid and absolute leasehold rights and interest in the Building and the underlying Land and is the sole and absolute owner of the Premises and the title of the Lessor to the Premises is absolute, clear, marketable, and free from any encumbrances;
- (iii) that subject to the payment of the Lease Rent in the manner provided herein, the Lessee shall be entitled to peaceful and quiet use and enjoyment of the Premises during the Lease Term, free from any interference or objection, interruption or disturbance by the Lessor or any government authority (on account of building bye laws or other than activities carried out by the Lessee) or any party or persons claiming from and/ or under the Lessor;
- (iv) That the Building and the Premises have been constructed in accordance with approved/ sanctioned plans and no portion the Building and the Premises is unauthorized or is illegally constructed;
- (v) That the Lessor shall abide by and comply with all applicable laws, bye-laws, rules and regulations including those of the local bodies, municipality and other relevant authorities in respect of the land and building /and or the premises;
- (vi) That no notice, claims, actions, arbitration, litigation or government proceeding is threatened or is pending with respect to the Land, Building and/ or the Premises on the Execution Date;

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- (vii) That there are no outstanding taxes, duties, cesses, statutory or other dues with respect to the Land, Building and/ or the Premises on the Execution Date;
- (viii) That the Lessor has obtained the completion certificate and other necessary permissions, no-objections, approvals, sanctions and licenses ("Approvals") with respect to the Land, Building and/ or the Premises and is not in breach of any of any of the terms and conditions of such Approvals and that the Lessor shall during the Lease Term, ensure that such Approvals remain valid. The Lessor also consents and undertakes that they have taken all the permissions from the government authorities for the premises including Fire authorities and NOC pertaining to the same has also been issued from the Fire authorities for the said rental premises;
- (ix) That the Lessor has declared and represented unto the Lessee and assure that except for the mortgage and charge created with Kotak Mahindra Bank Limited, East Patel Nagar, New Delhi branch, there are no encumbrance or third party title or interest created on the Land, Building and/ or the Premises on the Execution Date; The Lessor has further declared that the Lessor has obtained its no-objection letter dated 04.02.2020 wherein the said Bank has consented to the said lease and agreed to adhere to the terms and conditions of this Lease Deed.
- (x) That any penalty(ies) and/ or levy(ies) imposed by any of the statutory authorities with respect to the Land, Building and/ or the Premises that are not attributable to the Lessee shall be solely to the Lessor's account;
- (xi) That the Lessee shall provide the basic, customary and common facilities which are necessary for the use and enjoyment of the Premises;
- (xii) That suitable /necessary arrangements shall be made to take care of providing necessary electricity load to the Lessee;
- (xiii) All past, present and future, taxes, claims, demands, including municipal taxes, interests, penalties related to the Land, Building and/ or Premises such as property tax, ground rent and the like, shall be borne by the Lessor irrespective of the period to which they relate and the Lessor shall not allow the same to fall in arrears. Further, the Lessee shall not be responsible in the event of any of the aforesaid levies being assessed and revised by the concerned authorities on account of the Lease Rent. In the event that the Lessee is restricted or limited in any manner from peaceful possession, enjoyment and use of the Premises in this regard, then the Lessee shall have the right to discharge the obligations of the Lessor and deduct the cost and expenses from the Lease Rent payable to the Lessor.
- (xiv) In case there is any claim, action, proceeding or litigation pertaining to the title of the Land, Building and/ or the Premises, and such litigation affects the title of the Lessor and/ or the peaceful occupation of the Premises by the Lessee, the Lessor shall be responsible for taking the necessary legal steps at its own cost and holding the Lessee harmless;

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(xv) that the Lessor shall provide reasonable assistance to the Lessee in obtaining any clearances, approvals, consents, permissions and authorizations from government authorities, as may be required by the Lessee from time to time and in that behalf the Lessor shall sign such applications and documents as the Lessee may require; and

(xvi) The Lessor is validly existing and no receiver, receiver and manager or administrative receiver has been or to the best of the knowledge of the Lessor is likely to be appointed in respect of any part of the undertaking or property of the Lessor and that no resolution has been passed or proposed and that no petition has been presented for the winding-up of the Lessor or for the making of any administration order.

(xvii) The Lessor has not received any notice of acquisitions or requisitions or demand in respect of or as a follow up to any recovery of revenue, cess or tax or any matter of similar nature.

(xviii) The Lessor is entitled to unilaterally enter into this Lease Deed with the Lessee without seeking any approvals of any third party except the NOC obtained by Lessor from Kotak Mahindra Bank as mentioned in the sub clause (ix) hereinabove.

(xix) The leased Premises has been constructed in accordance with approved/sanctioned plans for the said Premises and the Lessor has obtained the Occupancy Certificate with respect to the said Premises.

(xx) That the said Premises is permitted to be used for Service Center-cum Office / industrial purpose as per the applicable laws, rules and regulations.

11.2 In the event that any of the Lessor's representations, warranties and covenants cease to be true and correct at any time during the Lease Term, then, notwithstanding any rights that may arise to the Lessee pursuant to this Agreement and rights and remedies available otherwise in law, the Lessor shall immediately notify the Lessee of the representation(s), warranty (ies) and covenant(s) which have ceased to be true and adopt corrective action(s) in relation thereto.

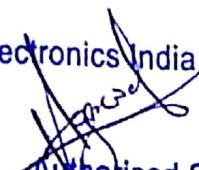
12. RESPONSIBILITIES OF LESSEE

12.1 The Lessee shall pay the monthly rent and maintenance charges by cheque/ RTGS/ NEFT in advance to the Lessor, latest by 10th day of English Calendar Month after deduction of Tax at Source and adding GST as applicable from time to time.

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12.2 In case The Lessee fails to pay rent continuously for 3 months to the Lessor as agreed in time, then the Lessor shall issue a notice to the Lessee to fulfill the payment within 30 days. If Lessee fails to rectify the same within the stipulated time, then the agreement between the Lessee and the Lessor shall stand terminated. In the event the agreement is terminated on account of nonpayment rent as mentioned in this clause, then the refundable Security deposit of the Lessee will be adjusted against the rent and Lessor is further entitled to recover interest, dues of utility bills, damages if any and Rent for the balance period left in the Lock-in period, if the agreement is terminated during the lock-in period, from the Lessee, in case the Security Deposit is insufficient to adjust against the dues.

12.3 The Lessee shall do the Activities as per the Local Authority like MCD, DPCC, or any other statutory Authority rules and regulations. The Lessor represents that the Lessee can operate a service centre cum and office space and MCD, DPCC and other statutory Authority permits the aforesaid activity from the leased premises. The Lessee shall not do any illegal work, things, activities, business, transactions etc in the premises in any manner whatsoever other than the permitted use. The Lessee assures & indemnifies the Lessor that all activities carried/done during the course of business/Lease period would be legal & adhering to the local laws of Delhi Government. The Lessee would be wholly & solely responsible for any acts of accidents, death, fire, theft etc. in context to his business for which he can get his stocks, Plant and machinery and employees insured at its own cost. The Lessee shall not do any act or deed which may cause nuisance and annoyance to the Lessor, other occupants of the building or to the neighbors in the neighborhood. The Lessor shall not be liable for any Taxes, charges, license fees, Interest, Penalty or any other dues payable by the Lessee in respect of activities/uses carried out by the Lessee in the demised premises. Lessee would be responsible for the rules and regulation and obtaining Permissions & Licenses of the Labour Department, Delhi Pollution Control Committee, etc. for their activities carried out at the demised premises. Lessee is also responsible for Minimum wages, ESI and PF Acts, ID Act, etc. in respect of the employees / workmen engaged by them.

12.4 That the Lessee if required, shall obtain separate electricity connection for their required load and for this purpose and Lessor will provide the required NOC, etc for getting the Electricity connection in the name of Lessee.

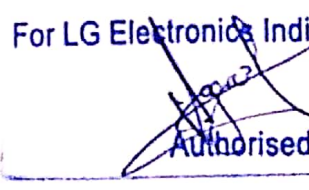
12.5 The Lessee shall pay all utility Bills and charges as per usage in the respect of electricity, water, sewage connection and any other utility bills charged on the said premises during the period of the lease. Lessee shall provide copies to this effect to the Lessor. The Lessee is not liable to pay for any such costs or bills that are for a period before the execution of or after the termination of the Lease Agreement.

12.6 The Lessor shall not be held responsible for any damage, that may happen to Lessee or any of his employees, agents or other invitees or to their property, furniture, material stored in the premises whether by fire, rain, leakages, breaking or bursting Electricity or water lines or by any other cause whatsoever. The Lessee shall arrange all required steps for safety of men & Material of their premises.

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12.7 Taxes related to Lessee's business / activities will be borne by the Lessee only. Any taxes related to demised premises like Ground Rent, Property Tax etc. will be borne by the Lessor.

12.8 All electrical, lighting, fittings and fixtures and other utility equipments provided by the Lessor and used by Lessee shall be maintained and run by the Lessee at its own cost and shall be returned to Lessor in its original condition (reasonable wear and tear accepted), as taken possession of by the Lessee.

12.9 The Lessee shall not make any structural alterations without the prior written consent of the Lessor. However, the Lessee can erect temporary partitions, install air conditioners, other electrical and mechanical equipment, appliances and other necessary equipment required. At time of expiry or the termination of this Lease deed, the Lessee shall be allowed to remove all such equipment, machines, appliances and gadgets etc. installed by the Lessee including stocks of goods & raw material etc.

12.10 The Lessee shall not store any inflammable or hazardous or prohibited or obnoxious goods, material or things in or around the Demised Premises. Lessee shall not do anything in contravention to the requirement/rules/regulations of the DPCC/MCD & other departments otherwise the Lessee shall bear the cost/expenses/penalty.

12.11 The Lessee shall not sublet, assign or otherwise, part with the Demised Premises or any part thereof under any circumstances.

12.12 The Lessee shall provide copy of paid bills i.e. electricity bills, water bills and proof of payment thereof to the Lessor. Lessee shall also handover any correspondence received from any concerned government department related to the Demised Premises to the Lessor.

12.13 All the liabilities related to GST, income tax, customs or any other government related liabilities pertaining to Lessee's business shall be the sole responsibilities of the Lessee. Lessor in any case will not be held responsible for any such liability and responsibility.

12.14 Lessee assures the Lessor that they will either leave the Permanent/immovable fixtures and fittings installed by it after taking possession of the demised premises or restore the demised premises to its original condition as given by the Lessor at the time of possession at the time of vacating the premises.

13. FIRE- FIGHTING AND DETECTION SYSTEMS

That the Lessor confirms that it has provided firefighting and fire detection systems in the common areas of said Building in accordance with the relevant statutory / regulatory provisions applicable and has obtained necessary approvals/no objection certificates from the concerned authorities in this regard. If due to any subsequent legislation, govt. orders, directives, notifications or guidelines or due to any amendment in the National Building Code, additional new fire safety measures are required to be undertaken within the said Building, then, the Lessor will comply with the same at its own cost.

For India Wire & General Mills Pvt. Ltd


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For LG Electronics India Pvt. Ltd.


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14. INDEMNITY

14.1 The Lessor agrees to indemnify, defend and hold harmless, the Lessee, its directors, officers, authorized representatives, employees and agents (collectively, the "Indemnified Persons") from and against any and all claims, losses or damages which may be asserted against or incurred by the Indemnified Persons, as a result of or arising from, or in connection with or relating to any matter inconsistent with, any defect in title of the said Premises or any breach or inaccuracy of any representation and/or warranty and/or covenant made or failure to perform (whether in whole or part) any obligation required to be performed by the Lessor pursuant to this Agreement and/ or any legal/ monetary obligations or liabilities arising out of any requirement of the Government/ Local authorities including development/ municipal or any other entity whatsoever or in case of any dispute arising in the ownership or usage of the Premises and the consequent interference if any in the matter of peaceful and lawful occupation of the Lessee in the Premises during the Lease Term. Any claim for indemnity pursuant to this Agreement shall be made by the Indemnified Persons by a notice in writing to the Lessor. It is clarified that the Lessor shall not be liable for any indirect or consequential losses, however, the indemnification also includes any reasonable expenses including legal expenses that may be incurred at any point of time by the Lessee in connection with the aforesaid.

14.2. Notwithstanding anything contained, the total liability of the Lessor, against any business loss suffered or incurred by the Lessee arising out of this agreement, shall not exceed a maximum of Rs.50,00,000/- (Rupees Fifty Lakhs only)

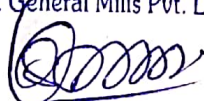
15. TERMINATION

15.1 At any time after the expiry of the Lock-in Period, the Lessor shall be entitled to terminate the Agreement without assigning any reason, whatsoever, by giving 90 days' prior written notice to the Lessee. In case of such termination, Lease Rent during termination notice period may be adjusted from the amount of Security Deposit. The Lessee can also terminate the Agreement by giving 90 days' prior notice in writing to the Lessor without assigning any reason whereof, after lock-in period of three years, during the currency of Agreement

15.2. In the event of any breach or default of the terms of this Agreement by Lessor, the Lessee shall have the right to terminate this Agreement with immediate effect. However, the Lessee may give an option to the Lessor by serving a written notice to the Lessor specifying the nature of the breach or default and directing that the breach or default be remedied by the Lessor within thirty days from the date of such written notice. Notwithstanding anything contained herein and without prejudice to any of the rights of the Lessee, the Lessee shall be entitled to seek compensation, interim relief or any other remedy under law, contract or equity against the Lessor.

15.3 Lessee reserves its right to terminate the Agreement with immediate effect by providing written notice in case of bankruptcy/insolvency of the Lessor. Similarly Lessor can also have the right to terminate the Agreement with immediate effect in case of bankruptcy/Insolvency of the Lessee.

For India Wire & General Mills Pvt. Ltd



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15.4 Upon termination of this Agreement, the Lessee shall hand over peaceful and vacant possession of the Premises to the Lessor provided the Lessor shall be obliged to forthwith refund the Security Deposit paid by the Lessee under this Agreement in terms of Clause 10 above after adjusting all dues including electricity, water and any other utility bills or expenses and cost due to damage, if any subject to normal wear and tear of the said premises,

16. SIGNAGE

The Lessee shall be allowed to display its name plate/ insignia inside the Building, the building directory and any publication thereof, at the entrance to the Premises/ office premises, on the facade of the Building (both front and rear side) at an appropriate place provided for the same and at any other location in the Building, without any charge, at an earmarked space by the Lessor. The Lessee will also be entitled to use the address of the Premises on the Lessee's official correspondence, note paper and in the electronic/ public media.

17. ACCESS AND TIMING

The Lessee shall have unlimited access to the Building (including the Premises or any portions thereof), 24 (twenty four) hours of the day, 7 (seven) days of the week.

18. EQUIPMENT

The Lessor shall allow and provide adequate space at the terrace/ roof top for the Lessee to install such equipment (including VSAT antenna and other communications equipment) as is necessary for the use of the Premises at no additional cost subject to the Lessee taking all the permissions and complying the statutory norms of the concerned Authorities.

19. ALTERATIONS

The Lessee is permitted and entitled to make and effect upon the Premises such renovations, additions, alterations and changes as the Lessee may deem necessary and/ or to carry out erection of internal partitions and other internal alterations and additions, without making any structural changes or alternations, as may be necessary for its business, provided that the Lessee shall at all times look after and protect all the installations other fixtures, light and sanitary fittings.

For India Wire & General Mills Pvt. Ltd


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20. SALE / MORTGAGE / TRANSFER

20.1 If the Lessor at any time during the Lease Term and/or during any extension/renewal thereof, sells, mortgages, (other than the existing mortgage as mentioned in clause 11.1. ix) and/ or transfers, as a whole or in parts, the Land, Building and/ or the Premises and/ or its leasehold rights therein, such sale/transfer/mortgage shall not affect the rights of the Lessee granted under this lease during the lease period. The Lessee shall have the right to be attorned as a tenant /lessee to the new transferee on the same terms and conditions as stated in this Agreement and the Lessor shall ensure and that the new transferee attorns the Lessee as a tenant / lessee and in this connection, the Lessee shall ensure that a letter is issued by the new transferee in favour of the Lessee confirming that the terms and conditions contained herein shall be binding on the new transferee as well and such new transferee will also acknowledge all outstanding amounts (including the Security Deposit paid by the Lessee to the Lessor under this Agreement).

21. NO PARTNERSHIP AND AGENCY

The Parties do not intend to be partners to one another or partners as to any third party, or create any fiduciary relationship among themselves, solely by virtue of their status as having entered into this Agreement. To the extent that any Party represents to another person that any other Party is a partner or that the company is a partnership, the Party making such representation shall be liable to the other Party that incurs any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including for any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened legal action or proceeding) arising out of or relating to such representation. Further, neither Party shall act as an agent of the other or have any authority to act for or to bind the other Party.


21. FORCE MAJEURE

22.1 In the event the whole or any portion of the Premises is at any time during the Lease Term, destroyed or damaged or is affected so as to impair/ restrict the Lessee's ability to use the Premises whether due to riots, civil unrest, sabotages, explosions, wars, hostilities between nations, governments laws, orders or regulations, embargoes, actions by governmental authorities or any agency thereof, acts of God, storms, act of terrorism, tempests, floods, earthquakes, fires, accidents, or other contingencies of like nature which are beyond the reasonable control of the Parties or any other irresistible force or if the Premise is rendered inaccessible due to the aforesaid destruction or damage caused (each a "Force Majeure Event"), then the Premises shall be restored by Lessor to the state it was in immediately before the occurrence of the Force Majeure Event as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Premises cannot be rendered fit for occupation and use and /or become accessible within 15 days' then after 15 days' the Lease Rent, shall cease and be suspended until the Premises is rendered fit for occupation and use and/or become accessible, as the case may be.

For India Wire & General Mills Pvt. Ltd


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22.2 Notwithstanding anything contained herein, the Lessor shall immediately inform the Lessee of the occurrence of a Force Majeure Event and engage in discussions with the Lessee to undertake immediate corrective measures and the Parties agree that the Lessee shall have the right to terminate this Agreement by giving a notice in writing if any force majeure event lasts for more than 7 days. The Lessor shall immediately upon such termination refund the entire Deposit to the Lessee, after adjusting all dues including electricity, water and any other utility bills or expenses and cost due to damage, if any subject to normal wear and tear of the said premises, in accordance with Clause 10 above. Lessor shall not be held liable for damages caused to Lessee due to natural causes, tempest, leakage or mishap, collapse, fire etc.

23. CAR PARKING AND TWO WHEELER PARKING

That the Lessor shall make available and provide to the Lessee, at least 6 (Six) vehicle parking and two wheeler parking area as demarcated in annexure-5 free of cost and the lessee can also park the additional two wheelers outside the premises. Lessor understands that authorized reserved parking space inside the Premises is the key requirement of Lessee and during the entire term of this Agreement Lessor ensure to the Lessee that Parking space as allocated above shall be free from any kind of obstacles/ hindrances/ Interruptions and Lessee will be provided free and smooth ingress and egress to the Parking space.

24. BUILDING INSURANCE, PERMITS AND LICENSES

24.1 Comprehensive and adequate insurance cover securing the Building (and in particular the Premises) from fire, natural calamities, act of terrorism and occurrences of like nature shall be obtained and maintained by the Lessor at its own cost and expense. However, the Lessee shall arrange suitable insurance cover for goods, stocks, furniture and fixtures, personnel etc. and other relevant movable or fixed appliances, devises, equipment's etc. that may be installed by the Lessee in the demised premises covering all damages, fire, theft, riot as per the requirements of the Lessee.

24.2 Further, it is agreed and understood that it shall be the responsibility of the Lessor to ensure that all permissions, approvals and consents, as may be necessary for the purpose of possession and use of the Building including especially the Premises, are obtained and maintained at their sole cost and expense during the Lease Term.


25. USE OF THE PREMISES

(i) During the Lease Term, beside the Premises being used for the purposes of operating a Service Center-cum Office, the Premises shall also be used for all activities necessary for or incidental to carrying on the business of the Lessee under industrial use subject to the permissions under state / central rules and regulations.

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(ii) The Lessee shall be entitled to permit any of its associated companies, group companies and/ or any of its subsidiaries to use and occupy the Premises or any portions thereof with prior intimation and approval from the Lessor subject to the compliances of all terms and conditions of the present Lease Agreement.

(iii) Electricity, water and other agreed consumable charges according to actual consumption in the Lessee's portion will have to be borne and paid by the Lessee. In case there is no separate Electricity and water connection obtained in the name of the Lessee then actual consumption of the electricity is to be ascertained from installing a sub meter and for water consumption proportionate share of the total water bill shall be payable by the Lessee.

(iv) The Lessee shall be entitled to add, install, affix, erect fittings, fixtures, wooden partitions, cabins or make any such alteration or modifications/changes in the Premises as may be considered necessary by the Lessee for its business requirements without changing the basic design or altering the structure itself and the Lessee shall have the right to take away all such items of modifications and /or changes as also items installed or affixed in the Premises upon expiry of the said period of Lease;

(v) To yield and deliver vacant possession of the Premises to the Lessor on the expiry or termination of this Agreement in neat and tidy condition, natural wear and tear excepted;

(vi) To abide by and comply with all applicable laws and by-laws in so far as they are applicable to any occupier of the Premises;

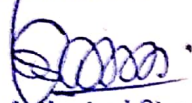
(vii) All articles, things, installations, fixtures and fittings installed at the Premises by the Lessee shall be the absolute property of the Lessee and the Lessee shall be entitled to dismantle, remove and take away the same when it vacates the Premises on expiry or termination of this Agreement and the Lessee shall restore the earlier structure to its original position as given by Lessor at the time of the possession.

(viii) The Lessee shall keep the Premises in good order and proper condition. All major repairs shall be carried out by the Lessor.

26. MODIFICATION / AMENDMENT / VARIATION


This Agreement along with its Annexures constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, written or oral, correspondence, letter of intent and/or any deeds between the Parties. This Agreement shall not be changed or modified except by written amendment by way of an addendum duly agreed and signed by the Parties.

For India Wire & General Mills Pvt. Ltd



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For LG Electronics India Pvt. Ltd.



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27. SUSPENSION OF LEASE RENT AND LEASE

On the Lessee being restrained by any order from using the said Premises due to any misrepresentation as to title to the said Premises or there being any violation of construction of the Building, the Lease Rent would stand abated, and if such restraint is not vacated within 90 (ninety) days, Lessee would be entitled to terminate the Lease Deed. If such restraint continues beyond 90 (ninety) days, then the Lease Deed would stand terminated, save and except in the event of any mutually extended period, in which case the Lease Deed shall stand terminated on such mutually extended period.

It is hereby clarified that no Lease Rent shall be payable till such time the Lessee is unable to use and occupy the said Premises and the Lessee will have the option to terminate this Agreement. In the event only partial portion of the said Premises is rendered unfit for occupation or use and the Lessee decides to continue its operations from the remaining portion of the said Premises they shall be liable to pay the proportionate Lease Rent of the area being used.

28. WAIVER

Failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision hereof.

29. SEVERABILITY

If any provision is determined to be void or unenforceable under applicable law(s), such provisions of this Lease Deed shall be deemed amended or deleted to the extent necessary to conform to applicable law(s) and the remaining provisions of this Agreement shall remain valid and enforceable.

30. SURVIVAL

The provisions of Clauses 11,12,14,15, 30, 33 and 35 shall remain in full force and effect and shall survive the performance or termination of this Agreement.

31. COUNTER-PARTS

This Agreement shall be executed in two or more counterparts, all of which shall constitute one and the same agreement.

32. REGISTRATION, STAMP DUTY AND LEGAL EXPENSES

The registration charges, professional charges for document writer/advocate and stamp duty shall be borne equally by Lessor & Lessee. The duly registered original Agreement will be retained by the Lessor while a certified true copy would be provided to the Lessee.

Further, the Parties shall fully co-operate with each other on a best effort basis and shall extend all necessary support and assistance to the other in relation to the registration of this Agreement with the appropriate authority and shall ensure that this Agreement is registered.

For India Wire & General Mills Pvt. Ltd


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For LG Electronics India Pvt. Ltd.


Authorized Signatory

33. NOTICES

33.1 Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication shall be delivered by hand, registered post with acknowledgement due ("RPAD"), established courier service or facsimile or electronic mail (with a copy by any of the aforesaid modes of communication, provided that the electronic mail will constitute the notice in terms of this Clause 33) to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party has from time to time designated by written notice to the other Parties hereto, shall be effective upon the earlier of (i) actual receipt and (ii) deemed receipt under Clause 33.2 below.

For Lessor:

M/s India Wire & General Mills Pvt. Ltd.
Address : 55A Rama Road, Najafgarh Road Industrial Area, New Delhi
110015
Facsimile :
Attention : Ashish Singhania
Email : ashish@sdauto.co.in

For Lessee:

Address : A-24/6, MCIE, Mathura Road, Sarita Vihar New Delhi-
New Delhi-110044
Facsimile :
Attention : Mr. Vikash Agarwal
Email : Vikash.agarwal@lge.com

33.2 Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Clause 33 is deemed given if: (i) delivered by hand, when left at the address referred to in Clause 33.1; (ii) sent by RPAD or established courier services within a country, three calendar days after posting it; (iii) sent by RPAD or established courier service between two countries, six calendar days after posting it; (iv) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine; and (v) if sent by email, one calendar day after the day of transmission of the electronic mail by the sender of such electronic mail.

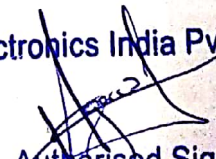
34. SUB-LEASE

Notwithstanding anything contained herein, the Parties agree that during the Term, the Lessee shall not be entitled to sub-let or sub-lease the Premises to any person and/ or enter into any like arrangement with respect to the Premises, without prior written approval of the Lessor.

For India Wire & General Mills Pvt. Ltd


Authorized Signatory

For LG Electronics India Pvt. Ltd.


Authorized Signatory

35. DISPUTE RESOLUTION GOVERNING LAW AND JURISDICTION

In case of any dispute or difference arising out of or in relation to this Agreement, then the same shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be New Delhi & proceeding shall be conducted in English language. The Courts at Delhi shall have exclusive jurisdiction to entertain all/any dispute.

36. CODE OF CONDUCT

Every Business associate of LGEIL, including all its employees, shall deal with professionalism, honesty and integrity, as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties (A pledge by the Lessor pertaining to code of conduct is attached herewith).

37. GST

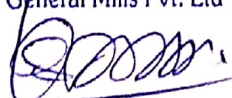
Lessor shall ensure to issue Tax Invoice according to Central Goods & Service Tax Rule'2017. Lessor should properly classify the HSN /SAC Codes on Tax Invoice and accordingly GST should be applied on goods or services or both according to GST Schedule of Taxes. In case Lessor failed to charge the correct GST at the time of issuing invoice, LGEIL will not be responsible to reimburse in future any differential tax, interest , penalty that Lessor is liable/accountable to pay to the Government. Once services are rendered by Lessor to LGEIL, Lessor should ensure to upload all the supplies into GSTIN system for availing input GST by LG on or before 10th of subsequent month. In absence of that LG will withheld corresponding Input tax credit from Lessor Account. Lessor shall ensure that the applicable GST payable on the supply of goods/services are fully paid on due date in the government account under the correct GSTIN number of LGEIL. In the event of any wrong/non/incorrect payment or late payment of GST by Lessor, LGEIL shall reserve the rights to recover the same from Lessor with all such additional cost & expenses incurred in this regard subject to the lease rent payment on time by the Lessee.

37.1 TDS: the Lessee shall pay the TDS on time to the Government and issue the Certificate to the Lessor promptly.

38. CONFIDENTIALITY:

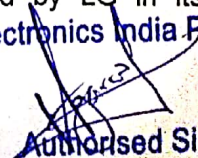
Lessor agrees and undertakes to treat as strictly confidential and protect all information, data and documents received or obtained by it or its advisors, officers, directors, employees, representatives regarding Lessee, its affiliates, its management, business or financing sources, etc. (collectively "Confidential Information") and will not at any time hereafter make public, disclose or divulge such Confidential Information to any third party, unless prior written consent of Lessee has been sought or where such Confidential Information is required to be disclosed under the Laws, then sufficient prior written notice of the proposed disclosure is given to LG. Further the Service Provider agrees that it will use Confidential Information only to fulfill its obligations under this Agreement and will promptly return to LG or destroy it when this Agreement terminates, as may be determined by LG in its sole discretion.

For India Wire & General Mills Pvt. Ltd


Authorized Signatory

19

For LG Electronics India Pvt. Ltd.


Authorized Signatory

IN WITNESSES WHEREOF, the Parties have executed this Agreement by putting their respective signatures of the date and year mentioned hereinbefore.

For India Wire & General Mills (P) Ltd.

For LG Electronics India Private Limited

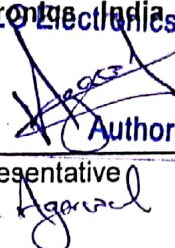
For India Wire & General Mills Pvt. Ltd

Authorised Signatory

Name: G L Swami


Authorised Signatory

Authorised Representative

Name: 
Vikash Agarwal

Authorised Signatory

Witness 1

Witness 2

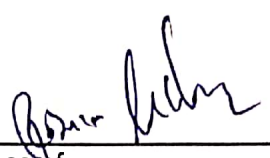

In presence of

Name: MUKESH
Sl. K. JAMNA NAND

Address: M-283, SAWDA

Contact No.: J.J. COLONY, MD

E-C No. ACB0389205


In presence of

Name: ROBIN MITTAL
SIO SHYAM SUNDER MITTAL

Address: C3/227, S.F

Contact No.: JANAK PURI MD

NO. 698987212198

9911051644

ROBIN MITTAL @ LGE.COM

Reg. No. 4316 Reg. Year 2020-2021 Book No. 1



Ist Party



IInd Party



Witness

Ist Party INDIA WIRE AND GENERAL MILLS PRIVATE LIMITED THROUGH MR. G.L SWAMI

IInd Party LG ELECTRONICS INDIA PRIVATE LIMITED THROUGH VIKASH AGARWAL

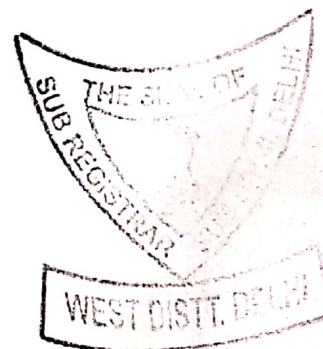
Witness MUKESH, ROBIN MITTAL

Certificate (Section 60)

Registration No.4,316 in Book No.1 Vol No 24,966
on page 25 to 51 on this date 08/07/2020 6:19:34PM day Wednesday
and left thumb impressions has/have been taken in my presence.

Date 08/07/2020 18:55:34

Jeetham Chauhan
Sub Registrar
SR II Basai Darapur
New Delhi/Delhi



208949224316

ANNEXURE-1

DETAILS/ DESCRIPTION OF THE LAND

Free Hold property bearing Plot No. 55 A Rama Road, Najafgarh Road Industrial Area, New Delhi-110015

Plot Area 7090.80 sq. yard

For India Wire & General Mills Pvt. Ltd


Authorised Signatory

For LG Electronics India Pvt. Ltd.


Authorised Signatory

ANNEXURE-2

DETAILS/ DESCRIPTION OF THE PREMISES

North by: Road 80 ft. wide

South by: Railway Platform/Nala

West by: Plot No. 55B

East by: Plot No. 54

For India Wire & General Mills Pvt. Ltd


Authorized Signatory

For LG Electronics India Pvt. Ltd.


Authorized Signatory

ANNEXURE-3

DETAILS OF FITTING & FIXTURES

1. One Pantry and five wash rooms with standard fittings.
2. Firefighting equipment's (smoke detectors, sprinklers).
3. Floor Tiles.
4. All internal electrical wirings.
5. Overhead Water Tank.

For India Wire & General Mills Pvt. Ltd


Authorised Signatory

For LG Electronics India Pvt. Ltd.


Authorised Signatory

ANNEXURE-4

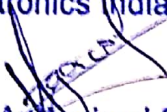
BANK ACCOUNT DETAILS OF THE LESSOR

Bank Name : KOTAK MAHINDRA BANK LIMITED
Branch Address : 1/11, GROUND FLOOR, EAST PATEL NAGAR, NEW
DELHI-110008,
Account Number : 582011026362
IFSC Code : KKBK0000220
SWIFT : [•]
IBAN Number : [•]

For India Wire & General Mills Pvt. Ltd


Authorised Signatory

For LG Electronics India Pvt. Ltd.

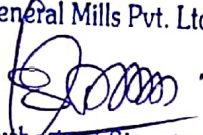

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ANNEXURE-5

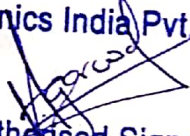
VEHICLES PARKING SPACE AND CAMERA

1. Lessor shall provide open space for vehicle Parking to the Left side, inside the premises in an area comprising length 80 feet and width 7.6 Feet as marked in the sketch, shall be managed and maintained by the Lessee only.
2. Lessor shall provide, install two cameras for monitoring outside vehicles movement and the same shall be maintained by the Lessee only.

For India Wire & General Mills Pvt. Ltd


Authorized Signatory

For LG Electronics India Pvt. Ltd.


Authorized Signatory

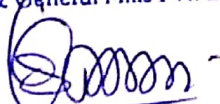
Code of Conduct

I Ashish Singhania Director of India Wire & General Mills (P) Ltd. (Lessor) do hereby Pledge to abide by the following promise while doing business with LG Electronics India Pvt. Limited and will fulfill our Responsibilities and Obligations on the basis of Code of Conduct which is as under;

1. Will follow the Code of Conduct while undertaking duties and will not engage in any unfair transactions, misconduct or malfeasance. All business transactions will be based on principles of fair competition and will immediately notify to LGEIL Management on happening of such untoward Event.
2. Will not use/allow illegal or unfair use of LGEIL Assets in our Possession.
3. Will not give directly or indirectly any personal benefit to any LGEIL employee or their family, friends, dependents or associates under any circumstances and shall decline even if there is any request from LGEIL employee and will immediately notify to LGEIL Management on getting such request.
4. Will not invite / allow investment by any LGEIL employee (directly / indirectly) in our business.
5. Will notify LG and take consent before hiring / appointing any LGEIL employee including ex – employee.
6. Will maintain full confidentiality of all information gained in course of business with LGEIL.
7. Will fully cooperate and submit any related documents (documents necessary in investigating unfair transactions and malfeasances) requested by LGEIL when the company conducts periodic or occasional investigations into unfair transactions, misconducts or malfeasances in violation of the Code of Conduct.
8. Will not do/allow any manipulation / false reporting of figures or documents to LGEIL.
9. Will abide by all statutory laws & regulations in doing business with LGEIL
10. Will be responsible for any consequences followed by violation of this pledge, if disobeyed, may cause penalties or even may lead to termination of business forever.

For India Wire & General Mills Pvt. Ltd.

For India Wire & General Mills Pvt. Ltd.

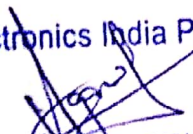

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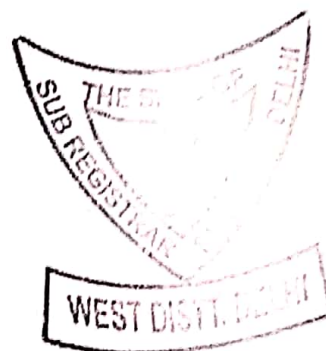
Signature :


Director

Lessor Name: Ashish Singhania Director
India Wire & General Mills (P) Ltd.

For LG Electronics India Pvt. Ltd.


Authorised Signatory



10/16/11