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INDIA NON JUDICIAL





Government of National Capital Territory of Delhi

e-Stamp

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: 06-Mar-2023 04:04 PM

NONACC (BK)/ dlunboi02/ GUJRANWALA TOWN/ DL-DLH

: SUBIN-DLDLUNBOI0216217151233980V

: PUNEET MONGIA

: Article 35(ii) Lease with security upto 5 years

375, FIE INDUSTRIAL AREA, PATPARGANJ DELHI

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: PUNEET MONGIA

LG ELECTRONICS INDIA PRIVATE LIMITED

: PUNEET MONGIA

:/1,41,000

(One Lakh Forty One Thousand only)

Second Party Stamp Duty Paid By

First Party

Certificate No.

Purchased by

Certificate Issued Date

Unique Doc. Reference

Description of Document

Consideration Price (Rs.)

Property Description

Account Reference

Stamp Duty Amount(Rs.)



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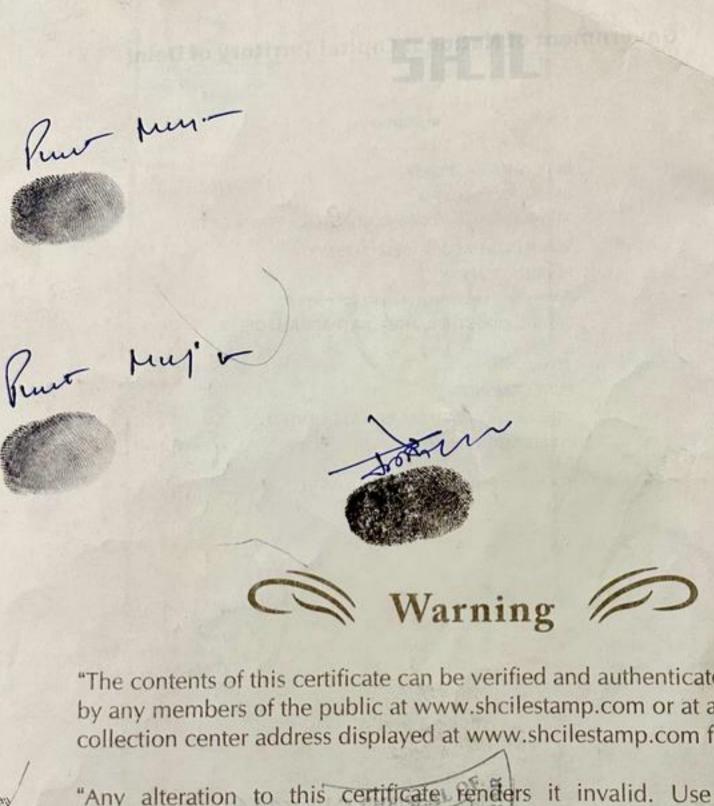
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"The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost."

"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence"

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E-STAMP CERTIFICATE ISSUED DATE STAMP DUTY

: IN-DL72415954639343V

: 06.03.2023 : Rs.1,41,000/-

LEASE AGREEMENT

This Lease ("Agreement") is made and executed at <u>Delhi</u> on this day of March "Execution Date"):

BY AND BETWEEN

Mr. Puneet Mongia S/O Shri Mr. Rakesh Mongia, resident of E-140, Preet Vihar, Delhi - 110092, (hereinafter referred to as the "Lessor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, duly authorised agents and permitted 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, Mohan Industrial Cooperative Estate, Mathura Road, New Delhi- 110044 and having its branch office situated at [A-32, 2nd Floor Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044] (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 authorised agents, successors in interest and permitted assigns,) acting through its authorized signatory/ representative, Mr. MANOJ KUMAR S/o SHRI UMA SHANKAR TIWARI R/o PLOT No.27, KH No.33/2/1, A-BLOCK, ARJUN PARK, MAIN NAJAFGARH ROAD, NEW DELHI, NANGLI SARKRAWATI, DELHI-110043, of the SECOND PART.

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

WHEREAS the Lessor being the owner of the property situated at Plot no. 375,F.I.E Industrial Area Patparganj Delhi. The said plot and the building constructed thereon hereinafter referred to as the 'Demised Premises'. The said property is a freehold Industrial property wherein industrial activities can be carried on. Further as per the Master Plan for Delhi-2021 where in the Page No. 76, table No 7.3 says that the said premises can be used for the purposes as mentioned below. (The copy of master plan of Delhi & the said page numbers are attached herewith for reference); Sale Deed.No.92 Book No. 1 Vol No 135 Page No 65 to 73 Dt . 13/01/2014 SR IVb Vivek Vihar Delhi.

- a. Assembly and repair of electronic good
- Assembly and repair of electrical gadgets, like cooler, heater etc.
- Repair of domestic electrical appliances

WHEREAS the LESSEE is engaged in the business of manufacturing, sale marketing, distribution & repair/ service of electronics and consumer durable products and will use the said space for repair, storage of their service material, goods and for other administrative purposes

AND WHEREAS the LESSEE has approached the LESSOR for taking the Demised Premises on lease and the LESSOR has consented to grant the lease on terms and conditions hereinafter contained;

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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 Industrial land/office space admeasuring approximately 5000 Sqft (Covered Area) and situated at Plot no. 375,F.I.E Industrial Area Patparganj Delhi-110092 within the limits of Municipal Corporation Of Delhi and which is more particularly described in Annexure-1 annexed hereto (hereinafter referred to as the "Land") as well as a multi storied INDUSTRIAL building (hereinafter referred to as the "Building"). The said Land and Building have been duly registered in the name of the Lessor;
- (B) AND WHEREAS, the Lessee has approached the Lessor to take on lease the ground and basement floor of the Building admeasuring approximately 5000Sqft including common areas of the Building and a covered/ carpet area admeasuring approximately 5000sqft, which is more particularly described in Annexure-2 hereto (hereinafter referred to as the "Leased 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 an Industrial activity, Industrial office/warehouse
- (C) 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:

LEASE OF THE PREMISES

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- 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 for 03 years, the Premises together with customary easements and appurtenances thereto for the duration of the Lease Term (defined hereinafter) commencing from the Lease Commencement Date 16th February 2023 (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 3 below shall become payable on such date(s) and in the manner setout therein.

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LEASE TERM

The term of the lease for the Premises shall be for a period of **3years** commencing from the Lease Commencement Date ,i.e, 16th February 2023 ("**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.

3. LEASE RENT

- 3.1 In consideration of the Lessor leasing the Premises to the Lessee, the Lessee shall pay to the Lessor, a monthly lease rental of Rs. 473340/- Lacs (Rupees Four Lacs Seventy three thousand three hundred fourty_Only), ("Lease Rent") The rate is Rs. 94.66 per sq feet only) for total 5000 Sq feet Covered area Which includes 2 covered half, 2 no's. Toilets on Ground Floor & Basement) 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 Lessee shall pay the TDS on time to the Government and issue the Certificate to the Lessor promptly. Further there shall be an increase in rent by 5% every year.
- 3.2 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.
- 3.3 The Parties agree that the Lease Rent shall be paid by the Lessee to the Lessor, through cheque or wire transfer into the bank account of the Lessor, described in <u>Annexure-4</u> to this Agreement.

4. LOCK-IN PERIOD

There shall be a lock in period for 1 year for the Lessor. Thereafter, both the parties shall have right to vacate the above said premises by giving three months' notice in writing to the other. However, the Lessee shall have the exclusive right to terminate this agreement forthwith in case there shall be any breach of the agreement or sealing from the government or any notice received by the Lessee for illegal occupancy but not limiting to this and in such circumstances the lock in period shall not apply.

USE OF THE SAID PREMISES/ COMMON AREAS

That the Lessee is permitted to use the said Premises for Industrial office/warehouse purposes and Industrial activity only as mentioned herein above and the Lessee shall not use the same for any illegal, immoral or dangerous purposes which may violate any law and generally not to do any act or thing which would be detrimental to the interest of the Lessor. However, the usage of the said Premises for office/warehouse Industrial activity use and usage of the said Car Parking Spaces outside the premises by the Lessee and/ or its subsidiaries/ affiliates shall be unrestricted and uninterrupted and 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 and its subsidiaries/ affiliates 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 the owner and other occupants of the said Building at all times during the term of the lease hereby created

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subject to the Lessee performing all its obligations under this Lease Deed. The Lessee along with the other occupants, shall at all times maintain and keep the parking and the common areas neat and clean.

6. ADJUSTABLE, REFUNDABLE AND INTEREST FREE SECURITY DEPOSIT

The Lessee has already deposited a sum of Rs 10,50,000/- (Rupees Ten Lakh Fifty Thousand Only) to the Lessor vide Agreement dated 12th February 2014, as an interest free refundable security with the Lessor. Out of the said security deposit, Rs.1,03,320 (One Lakh Three Thousand Three Hundred Twenty Only) security amount shall be adjusted in the monthly rent at the time of termination or expiry of this agreement. Upon termination of this agreement The LESSEE shall hand over vacant and peaceful possession of the said premises to the LESSOR or any other authorized agent of the LESSOR along with all the fittings and fixtures, installed by the LESSOR, if any, on the expiry of the lease in good order and condition after getting the rectification and restoration of the said premises in exact shape as handed over. The LESSEE will clear all dues if any. The balance 2 month security amount Rs.9,46,680(Rupees Nine Lakh fourty six thousand six hundred eighty only) shall be refunded immediately by the Lessor to the Lessee after that. Further the Lessor shall be liable to pay 18% interest to the Lessee in case there shall be any delay in refund of security deposit. However, the Lessee shall have the right to retain the leased premises without payment of any rent till the refund of security deposit by the Lessor to the lessee and the Lessor have agreed and undertakes for the same. Provided always, the Lessor shall furnish a valid Completion Certificate & property documents to the Lessee, issued by the appropriate authority with respect to the said Leased property. In case the Lessor does not have the completion certificate, the Lessor will apply the same before the concerned authorities with applicable fees & documents and handover the copy of the same to the Lessee (the copy of the completion certificate & property documents are attached herewith & marked as ANNEXURE 3 & 4).

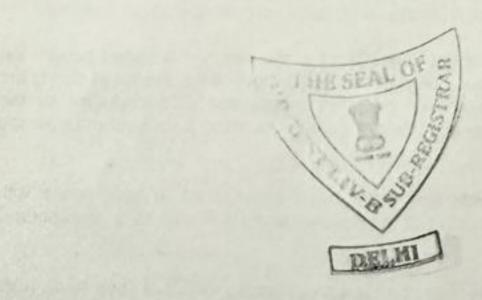
7. REPRESENTATION, WARRANTIES AND COVENANTS OF THE LESSOR

- 7.1 The Lessor represents, warrants and covenants to the Lessee as follows:
- 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 freehold 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 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 of 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;

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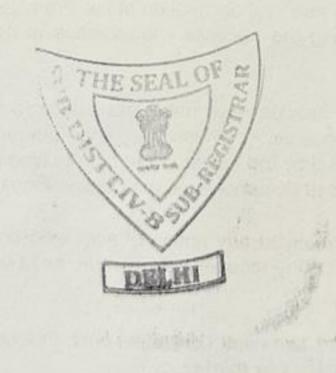


- (vi) that no notice, claims, actions, dispute, arbitration, litigation or government proceeding is threatened or is pending with respect to the Land, Building and/ or the Premises on the Execution Date;
- (vii) that there are no outstanding taxes, duties, cesses, statutory or other dues with respect to the Land, Building and/ or the Premises on the Execution Date;
- (viii) that the Lessor has obtained the completion certificate and Fire NOC obtained at the time of completion of the building.
- (ix) that there are no encumbrance or third party title or interest created on the Land, Building and/ or the Premises on the Execution Date;
- (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 Lessor 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; which has been already provided 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 notice, claim, action, arbitration, litigation or government proceeding pertaining to the title of the Land, Building and/ or the Premises, and 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;
- (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.
- (xvi) 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.
- (xvii) The Lessor is entitled to unilaterally enter into this Lease Deed with the Lessee without seeking any approvals of any third party.

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- (xviii) The leased Premises has been constructed in accordance with approved/sanctioned plans for the said Premises and the Lessor has obtained all the necessary permissions including but not limited to Occupancy Certificate / Completion Certificate with respect to the said Premises.
- (xix) That the said Premises is permitted to be used for industrial purpose as per the applicable laws, rules and regulations.
- (xx) The Lessor shall obtain a permanent 3 phase electricity connection and shall provide for a separate Meter, having a total electricity supply of 50KVA & Electricity meter of 200 Ampere on the basis of which the Lessee shall pay electricity charges on actual, during the tenure of this Lease Agreement. The Lessor further undertakes that the electrical wiring will be properly regularized up to the Lessee meter. Further water supply to be provided by the Lessor. The Lessor will also provide a stand by water pump/motor to be used in case of any problem with the existing water pump.

Both these things have already been provided by the Lessor.

7.2 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.

8. FIRE- FIGHTING AND DETECTION SYSTEMS

The letter from Fire Department taken at the time of completion of construction provided by the Lessor to the Lessee. For any NOC/ Claim from Fire Department or Insurance Company lessor will support in signing the required documents. The Lessee will equip the premises with adequate fire safety equipments required as per Lessee's business at his own responsibility, cost and expenses. If there is any damage in the entire premises due to the nature of work of the Lessee then the Lessee will be entirely responsible for the same in all manners. It has been agreed between the parties that the lessee shall not be responsible for taking any clearances including fire NOC in respect to the complete building premises. However, Lessee has further agreed to take fire clearances including fire NOC from the fire authorities with respect to their business activities in the aforesaid rental premises.

9. INDEMNITY

The Lessor hereby undertakes to indemnify & keep indemnified the Lessee and their directors, authorized persons/ employees for/ or against 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 leased premises and the consequent interference if any in the matter of peaceful and lawful occupation of the LESSEE in the leased Premises till the end of the Lease period as herein above agreed. 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

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10. TERMINATION

- 10.1 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. However, the Lessee can terminate the Agreement by giving 90 days' prior notice in writing to the Lessor without assigning any reason whereof, during the lease term.
- 10.2. 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 90 days from the date of such written notice.
- 10.3 Lessee reserves its right to terminate the Agreement with immediate effect by providing written notice in case of bankruptcy/insolvency of the Lessor.
- 10.4 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.

11. 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. If any government/municipal charge/notice is levied on displaying such signage, then the same must be borne by Lessee at all times.

12. 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.

13. 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.

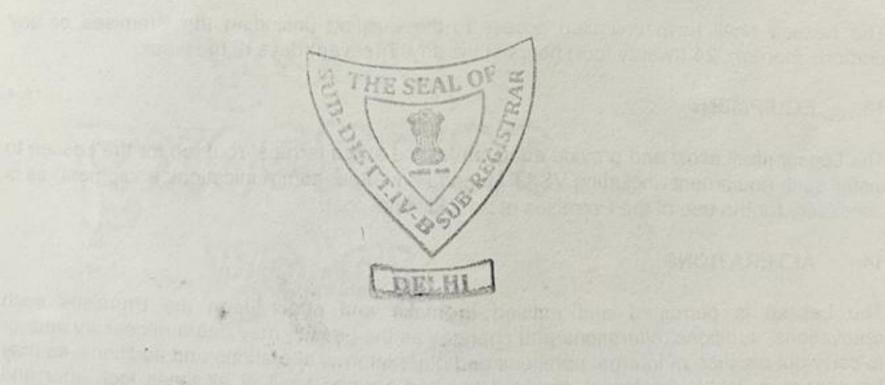
14. ALTERATIONS

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, as may be necessary for its business, provided that the Lessee shall at all times look after and protect the main structure of the premises, all the installations other fixtures, light and sanitary fittings.

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SALE / MORTGAGE / TRANSFER

15.1 If the Lessor at any time during the Lease Term and/or during any extension/renewal thereof, sells, mortgages 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. Lessor shall notify the same to Lessee. 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 undertakes & 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).

20. Natural calamities or any other Act of God

If at any time, during the continuance of the Lease, the Premises or any part thereof are destroyed or damaged by natural calamities, earthquake, tempest or any other Acts of God, riot, war, air-raid or any irresistible force so as to become unfit for use for the purpose of which it was, the Lessee shall be at the option to terminate the Lease Agreement. But, if the Lessee desires to continue to use the Premises; the Lessee shall vacate the whole or such portion of the Premises, as may be required to enable the Lessor to repair or restore it to its original condition and in such event, the whole or proportionate part of the rent, as the case may be, shall abate till the Premises or such portion thereof is restored to its original condition & given to the Lessee and the Lessee shall pay the full rent from the date of such possession of the restored premises. The Lessor shall immediately upon such termination refund the entire Deposit to the Lessee in accordance with Clause 4 above.

21. CAR PARKING AND TWO WHEELER PARKING

Lessor has no objection if Lessee can use and share the outside building space peacefully with other tenants/Lessor for parking of vehicles at any point of time without any extra charge. The Lessee shall at all times maintain and keep the parking space used by them neat and clean. Also the area in front of the gate should always be left vacant.

22. BUILDING INSURANCE, PERMITS AND LICENSES

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 be required to take insurance cover in respect of equipment owned and installed by the Lessee at the Premises.

USE OF THE PREMISES

- (i) During the Lease Term, the Premises should be used for the purpose of Industrial activities only as mentioned above according to the Master Plan.
- (ii) 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;

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- (iii) 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; and the Lessee will handover the premises to the Lessor in the original shape and structure as was handed over to the lessee.
- (iv) 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;
- (v) 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;
- (vi) 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 from time to time and when it vacates the Premises on expiry or termination of this Agreement;
- (vii) The Lessee shall keep the Premises in good order and proper condition at its own cost. All day-to-day maintenance/repair works within the Leased premises shall be at the cost of the Lessee.
- (viii) The Lessee shall permit person authorized by the Lessor or its agent, to inspect the leased premises at mutually agreed reasonable times.
- (ix) The possession of terrace rights will be with the Lessor. However, that in the event the Lessor gets an approval for any further construction of additional floor on the existing super-structure and desires to construct the same, the Lessee shall dismantle the hoardings/glow signs & V-SAT antenna and Lessee will again assemble the same on such additional floor's terrace at its own expenses.
- (x) Maintenance of the water pump will be done by the Lessee at his own cost.

24. 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.

25. SEVERABILITY

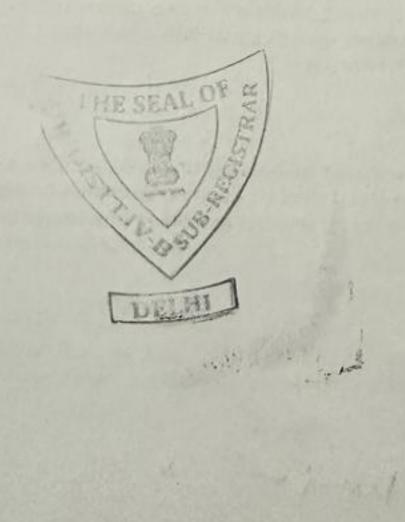
If any provision is determined to be void or unenforceable under applicable law(s), such provisions of this Lease Deed shall be deemed amended or deleted to the extent necessary to conform to applicable law(s) and the remaining provisions of this Agreement shall remain valid and enforceable.

26. SURVIVAL

The provisions of Clauses 11,13,14, 29, 32 and 34 shall remain in full force and effect and shall survive the performance or termination of this Agreement.

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27. COUNTER-PARTS

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

28. REGISTRATION, STAMP DUTY AND LEGAL EXPENSES

The registration charges and stamp duty shall be borne by 50:50. Also, each Party shall bear its own legal cost. 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 cooperate 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.

29. NOTICES

29.1 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 29) 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 29.2 below.

For Lessor:

Address :

E-140, Preet Vihar Delhi-110092

Facsimile

9810111775

Attention

Mr. Puneet Mongia S/O Mr. Rakesh Mongia

Email

delhiricemill@gmail.com

For Lessee:

Address

A-32, 2nd Floor Mohan Cooperative Industrial Estate, Mathura Road, New

Delhi-110044

Facsimile

9988077798 Pallav Mahajan

Attention Email

Pallav.mahajan@lge.com

29.2 Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Clause 29 is deemed given if: (i) delivered by hand, when left at the address referred to in Clause 29.1; (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.

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LG Electronics India Pvt. Ltd.



SUB-LEASE

The Lessee cannot sub-lease or sub-let the premises to any person and/or enter into any like arrangement with respect to the Premises, at any point.

31. 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 has exclusive jurisdiction to entertain all/any dispute.

32. 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.

33. 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 if 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.

The GST on Rent, if applicable, shall be paid by the Lessee to the Lessor on submission of GST tax number and invoice. If any increase in GST tax on Rent/Any other Lessee related work will be borne by the Lessee.

34. 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.

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LG Electronics India Pvt. Ltd.

Authorised Signatory

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2 July

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

For PuneelMongia [Lessor]

For LG Electronics India Private (Lesseelectronics India Pvt.

Authorised Signatory **Authorised Representative** Name: Manoj Kumar -

Witness 2

Witness 1

ADN 3836 800.41017 In presence of

Name: Amit Kumar Paudey Address: 2/0 Razesh Kumar Contact No.:

4.32/17 Shubham APA

Sharlimar Garden Extr.

Sahibabad Gars. UP.

800, 3PNa438937

In presence of Name: wageshwar fraged yadar Address: et. Cate B. P. yadar Contact No.: H. A-72 Jageshow Exprosy

Reg. No. 2371

Reg. Year 2023-2024 Book No.



Ist Party



IInd Party



Witness

Ist Party

PUNEET MONGIA

IInd Party

LG ELECTRONICS INDIA PRIVATE LIMITED THROUGH ITS AUTHORIZED SIGNATORY

REPRESENTATIVE MR MANOJ KUMAR

Witness

AMIT KUMAR PANDEY, NAGESHWAR PRASAD YADAV

Certificate (Section 60)

Registration No.2,371

in Book No.1 Vol No 3,645

on page 41 to 57 on this date

13/03/2023 17:32:43

and left thumb impressions has/have been taken in my presence.

day Monday

Sub Registrar

SR IVb Vivek Vihar

New Delhi/Delhi

Date 13/03/2023 17:30:42





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LG Electronics India Pvt. Ltd.

Mithorised Signatory

for him-

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ANNEXURE-4

BANK ACCOUNT DETAILS OF THE LESSOR

Bank Name

HDFC BANK LTD LSC

Branch Address

19 and 20, BLOCK A, PREET VIHAR, NEW DELHI-110092

Account Number

Pur pur.

13501000047457 SB A/C

IFSC Code

HDFC0001350

SWIFT

[•]

IBAN Number

[•]

LG Electronics India Pvt. Ltd.

Withorised Signatory



Code of Conduct

Puneet Mongia S/O Shri Rakesh Mongia, 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.
- Will not use/allow illegal or unfair use of LGEIL Assets in our Possession.
- 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.
- Will not invite / allow investment by any LGEIL employee (directly / indirectly) in our business.
- Will notify LG and take consent before hiring / appointing any LGEIL employee including ex – employee.
- 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.

Lessor Name: ...Puneet Mongia......

Signature: Puneet Mongia.....



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP30382848095106V

09-Feb-2023 12:07 PM

NEWIMPACC (SV)/ up14008804/ GREATER NOIDA/ UP-GBN

SUBIN-UPUP1400880454691514215410V

LG ELECTRONICS INDIA PVT LTD

Article 19 Certificate or other Document

Not Applicable

LG ELECTRONICS INDIA PVT LTD

LG ELECTRONICS INDIA PVT LTD

(One Hundred only)





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POA No.: P2023005863

This stamp Paper forms an integral part of the Power of Attorney issued to Mr. MANOJ KUMAR dt.06-02-2023.

For LG ELECTRONICS INDIA PVT. LTD.



POA No.: P2023005863

SPECIAL POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, made on this 06th Day of February 2023, LG Electronics India Private Limited, incorporated under the Companies Act, 1956, and having its Registered office at A-24/8, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi - 110044 (hereinafter called "The Company") hereby nominate, constitutes and appoints Mr. Manoj Kumar aged about 41 years, s/o Mr. Uma Shankar Tiwari residing at Plot No. 27, A-Block, Arjun Park, Main Najafgarh Road, New Delhi 110043 (hereinafter referred to as the "Attorney") to be and act as the true and lawful attorney, to do and perform in relation to Company's business interest only in State of Delhi, all or any of the following specified acts, deeds, matters, things powers and authorities, for and on behalf of the Company that is to say:

(A) LEGAL MATTERS

 To file, appear, commence, prosecute, sue and/or defend, conduct and carry on any suits, actions, petitions, Complaints or legal proceedings & to execute, verify, affirm and file affidavits, evidence, applications, petitions or written statements, replies, objections or any other documents before any court, authority or tribunals of appropriate jurisdiction;

To file and/or to defend/oppose any appeal, cross-appeals review against any judgment or order in any proceeding;

 To file, withdraw or receive documents/material from the Court, Authority, Tribunal or the opposite party during the course of any proceedings as aforementioned and to sign and deliver on behalf of the Company proper receipt for the same;

o compromise, settle and / or withdraw any matter or refer to arbitration, abandon, submit to judgment in any proceedings as aforementioned on submit to judgment appropriate in the interest of the Company;

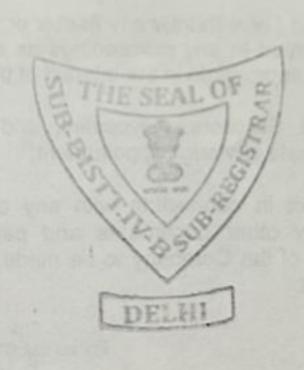
To engage and appoint Solicitors, Advocates, and / or other legal practitioners and to terminate any such appointment;

To do any incidental act in connection with any of the proceedings aforementioned, or any other documents and papers expedient or necessary in the interest of the Company to be made, signed, executed, verified, presented or filed.

For LG ELECTRONICS INDIA PVT, LTD.

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(B) GOODS & SERVICE TAX/SALES TAX/ VAT/CST/ENTRY TAX/CENTRAL EXCISE/SERVICE TAX/PROFESSION TAX/SHOPS & COMMERCIAL ESTABLISHMENT ACT MATTERS

1. To Apply/Obtain/Surrender Registration, to appear, to argue, to explain, to file, to sign all papers and documents, to obtain adjournments, to receive notices, assessments, to obtain order, to receive refunds, appellate orders and other documents, forms under the above Acts & Rules on behalf of the Company and to file replies and rejoinders and to do all such things as may be necessary for the purpose of all proceedings before above tax authorities, at all stages i.e. executive or judicial.

(C) ADMINISTRATIVE MATTERS:

- To take premises on lease and / or license basis for the purposes of running the business or for residential purpose of employees of the Company and in this regard to negotiate, sign, execute on behalf of the Company agreements, deeds(s) and other documents and to present the same for registration before appropriate registering authorities and to admit execution;
- 2. To apply for and obtain telephone connections, electricity connections, water connections, and other utility services and in this regard to appear before the concerned authorities, departments, and / or supplies of such utility services and to sign and execute all applications, documents and papers as may be required by any such department / authority / supplier of services and to do all such acts and things as may be necessary and incidental thereto;
- To represent the Company before municipalities and local bodies etc. to obtain all the required registrations and other facilities and to sign and execute all documents and papers as may be required by any such Department / Authority and to do all such acts and things as may be necessary and incidental thereto;

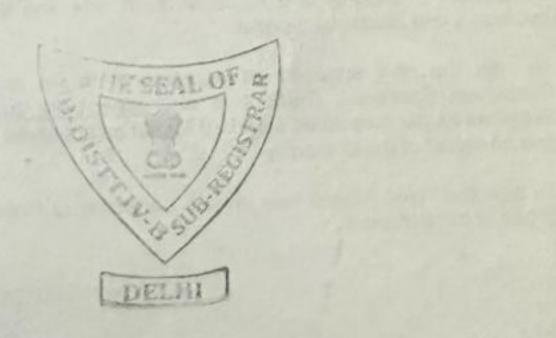
To sign the new engagement agreements to be entered into with Customers (Dealers, Distributors etc. except for brand shops) & Suppliers as per prescribed standard format as approved by legal team for and on behalf of the Company

To sign the Fixed Assets sale involce pertaining to Branches for and on behalf of the Company.

For LG ELECTRONICS INDIA PVT. LTD.

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It is hereby declared that the Powers hereby conferred on the said Attorney is non-delegable and shall be exercisable by him only, in relation to the aforesaid purpose the Company hereby agrees to ratify and confirm all the lawful acts and deeds whatever the said Attorney shall or may lawfully do or cause to be done in relation to the above mentioned act by virtue of this Power of Attorney.

IN WITNESS WHEREOF, the Company has executed the present on the day and year first above written.

This Power of Attorney is valid up to 04th August 2023 or on cessation of his Employment with the Company, whichever is earlier.

For LG Electronics India Private Ltd.

Hwayoung Seo DIRECTOR DIN: 08829044

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