



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

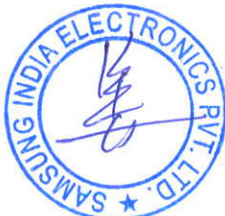
e-Stamp

Certificate No.	: IN-DL69192464730582R
Certificate Issued Date	: 15-Oct-2019 11:04 AM
Account Reference	: IMPACC (PF)/ dl763913/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76391345471331915103R
Purchased by	: SAMSUNG INDIA ELECTRONICS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SAMSUNG INDIA ELECTRONICS PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: SAMSUNG INDIA ELECTRONICS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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This e-Stamp Paper is an integral part of the Addendum No. 3 to the Agreement (dated 12th March, 2018), executed between SAMSUNG INDIA ELECTRONICS PVT. LTD. and M/s. SAMSUNG C & T INDIA PVT. LTD. on 15th day of October, 2019.



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

ADDENDUM NO.3 TO THE AGREEMENT DATED 12th March, 2018

This addendum ("Addendum No.3") to the agreement dated 12th March, 2018 ("Agreement") is made on this 15th day of October, 2019 by and between:

SAMSUNG INDIA ELECTRONICS PVT. LTD. (CIN: U31900DL1995PTC071387; PAN No. AAACS5123K), a company incorporated under the Companies Act, 1956 and having its Registered Office at 6th Centre, Sansad Marg, New Delhi – 110001 and having one of its manufacturing plant at B-1 Sector-81, Phase-II, NOIDA 201305 (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof include and be deemed to include its successors and permitted assigns) of the ONE PART;

And

SAMSUNG C&T INDIA PVT. LTD. (CIN No. U45400HR2007FTC048709; PAN No. AALCS2873B), a company incorporated under the Companies Act, 2007 and having its Registered office at 15th Floor, Block-B, Building No. 5, Cyber City, DLF Phase-III, Gurugram 122 002 India (hereinafter referred to as the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

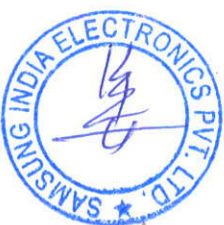
Hereinafter, the "Company" and the "Contractor" shall individually be referred to as a "Party", as per context and collectively as the "Parties".

WHEREAS Parties had entered into the Agreement whereby the Contractor had agreed to perform certain construction activities for the Company in connection with its Project - Expansion of Noida Plant;

AND WHEREAS under the Agreement, the Contractor was to perform the Works on the basis of estimated amount & BOQ, which was agreed between the Parties and Parties now have mutually agreed to provide for the additional work, timelines and the amount to be paid to Contractor through this Addendum No.3 as per the terms and conditions mentioned herein below;

NOW THEREFORE IN PURSUANCE OF THE ABOVE, THE PARTIES THROUGH THIS ADDENDUM No. 3 HEREBY AGREE AS FOLLOWS:

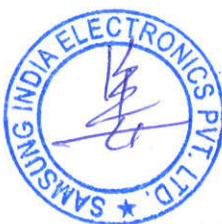

1. The Parties through Addendum No. 2 to the Agreement had mutually agreed for the Total Cost under the Agreement to be Rs. 14,957,670,000/- (Rupees One Thousand Four Hundred Ninety Five Crores and Seventy Six Lakhs only / Fourteen Billion Nine Hundred Fifty Seven Million and Six Seventy Thousand only). However, as a result of the final measurement including all additional Works carried out by the Contractor, the Parties have mutually agreed to revise the final settlement amount under the executed Construction Activities amount to Rs. 15,953,285,376/- (Rupees One Thousand Five Hundred Ninety Five Crores Thirty Two Lakhs Eighty Five Thousand Three Hundred Seventy Six Only) / (Fifteen Billion Nine Hundred Fifty Three Million Two Hundred Eight



Five Thousand and Three Seventy Six Only). The applicable GST shall be payable extra.

2. Parties hereby mutually agree to extend the timelines for completing the formalities for processing of remaining payment as mentioned in this Addendum – 3 to the Agreement dated 12th March 2018. This Addendum No.3 shall be deemed to come into effect from 31.05.2019 and the period of the Agreement shall also be considered to have been extended till 31.12.2019.
3. The Contractor shall be paid only for the actual Works performed at the Site, which is approved and certified by the authorized representative of the Company. Subject to the receipt of correct invoice/s along with the required supporting documents, the payments shall be made as per the terms of the Agreement.
4. This Addendum No. 3 is executed to reflect the understanding reached between the Parties on the agreed amended Total Cost, towards the Works performed. Save and except to the extent as altered, amended and modified by Addendum 1, Addendum 2 and this Addendum No.3, the Parties hereto agree and confirm that all the terms and conditions of the Agreement shall remain unaltered and continue to remain valid, binding and in full force. Capitalized terms used but not defined herein shall have the meaning/ reference as assigned in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No.3 by and through their duly authorized representative on the day, month and year first herein above mentioned/written in the presence of the witness mentioned below:

for SAMSUNG INDIA ELECTRONICS PVT. LTD.	for SAMSUNG C & T INDIA PVT. LTD.
	
NAMWOOK KANG	JINHYUN AN
CHIEF FINANCIAL OFFICER-NOIDA FACTORY	MANAGING DIRECTOR

WITNESSES:

1.

Hyungoo. Kang
Manager of planning
SAMSUNG C&T.

2.

S.R. PANDEY
MANAGER-UTILITY.
(SIEL-P(N))