

नवीन ओखला औद्योगिक विकास प्राधिकरण, नौएडा

कार्यालय परियोजना अभियन्ता वर्क सर्किल - सप्तम
प्रथम तल, जी-ब्लॉक शॉपिंग कॉम्प्लेक्स, सेक्टर-20, नौएडा

कब्जा प्रमाण पत्र

पत्र संख्या Noida/Industries/2017/1902
दिनांक - 11.07.2017

आबन्ती का नाम एवं पता

M/S SAMSUNG INDIA ELECTRONICS
PVT LTD THROUGH ITS DIRECTOR
MR BYUNGWAN YUN S/O MR SI
YOON YUN
R/O B-110, 2ND FLOOR, HAUZ KHAN
ENCLAVE, NEW DELHI-110016

Industrial Plot No- B-001C, Sector -81, Noida

भूखण्ड की स्थिति

भूखण्ड का क्षेत्रफल वर्ग मी०

उत्तर As per site Plan
दक्षिण As per site Plan
पूर्व As per site Plan
पश्चिम As per site Plan

1,29,000.00 Sqm

मैंने भूखण्ड संख्या- **Plot No- B-001C, Sector -81, Noida** का कब्जा दिनांक 11.07.2017 को लिया है।

मैं भूखण्ड के आकार, क्षेत्रफल तथा निशानदेही से सहमत हूँ तथा इस भूखण्ड पर किसी प्रकार का अतिक्रमण नहीं है।

कब्जा देने वाले के हस्ताक्षर




अवर अभियन्ता

वर्क सर्किल-7

नौएडा

कब्जा प्राप्त करने वाले के हस्ताक्षर



भूखण्ड स्वामी

पत्रांक संख्या नौएडा/प0अ0-(व0स0-7)/2017/205

दिनांक 11/07/2017

प्रतिलिपि: 1 - भूखण्ड स्वामी

2 - महा प्रबन्धक (औ०)

3 - वरिष्ठ लेखाधिकारी -(औ०)

4 - अवर अभियन्ता



अवर अभियन्ता

वर्क सर्किल-7

नौएडा

1 18003

(278)

(28)



उत्तर प्रदेश UTTAR PRADESH

Y 831726

LEASE DEED

THIS STAMP PAPER IS ATTACHED WITH LEASE DEED IN RESPECT OF INDUSTRIAL PLOT NO. B-001C, SECTOR-81, NOIDA, DISTT. GAUTAM BUDH NAGAR, U.P.

For SAMSUNG INDIA ELECTRONICS PVT. LTD.

FOR AND ON BEHALF OF NOIDA

AUTHORISED SIGNATURE

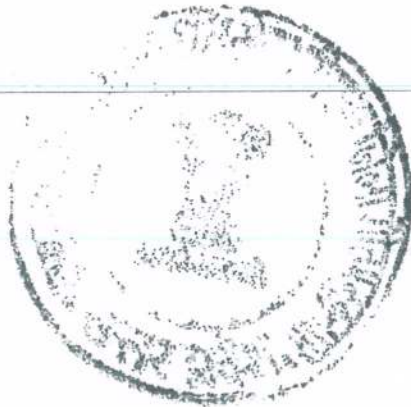
शोभा कुशवाहा
प्रबंधक (औद्योगिक)

2

E-2 FEB 2017

27	500
DATE	
PAID BY	
PAID FOR	
R.17	

M/S रमेश संग इंडिया/इन्फोटेक
इलेक्ट्रॉनिक्स



4

LEASE DEED

Industrial Plot No. 001C Block B Sector No. 81 Phase II in the layout plan of New Okhla Industrial Development Area, District Gautam Budh Nagar.

THIS LEASE DEED made on the 05th day of July in the year Two Thousand and Seventeen BETWEEN New Okhla Industrial Development Authority, a body corporate constituted under Section 3 of the U.P. Industrial Area Development Act, 1976 (U.P. Act. No. 6 of 1976) hereinafter called the 'the Lessor' of the one part AND

Sri aged year
S/o
R/o
Proprietor of single owner concern carrying on business in the name of
M/s.
situated at

OR

1. Sri aged year
S/o
R/o
2. Sri aged year
S/o
R/o
3. Sri aged year
S/o
R/o
4. Sri aged year
S/o
R/o

For SANGUNG INDIA ELECTRONICS PVT. LTD.

AUTHORISED SIGNATORY

सोनी कुशवाहा
प्रबंधक (औद्योगिक)

859,527,000.00 पट्टा विलेख (90 वर्ष) 20,000.00 140 20,140.00 58

प्रतिफल मालियत ओसत वार्षिक किगया फीस रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या
 श्री M/s Samung India Electronics Pvt Ltd द्वारा ब्यूगवान यून
 पुत्र श्री यून सी0 यून
 व्यवसाय अन्य
 निवासी स्थायी के 110,द्वितीय तल हौज खास एन्क0 न्यू दिल्ली-110016
 अस्थायी पता
 ने यह लेखपत्र इस कार्यालय में दिनांक 10/7/2017 समय 12:08PM
 वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एच0एम0मितल) प्रभारी
 उप-निबन्धक द्वितीय

नोएडा

10/7/2017

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
 पट्टा दाता

पट्टा गृहीता

श्रीमती नोएडा प्राधिकरण द्वारा शोभा कुरावाहा
 प्रबंधक

श्री M/s Samung India Electronics Pvt Ltd

द्वारा ब्यूगवान यून

पुत्र श्री यून सी0 यून

पेशा अन्य

निवासी के 110,द्वितीय तल हौज खास एन्क0 न्यू
 दिल्ली-110016

पेशा अन्य

निवासी सेक्टर-6 नोएडा



5. Sri aged year
 S/o
 R/o
 6. Sri aged year
 S/o
 R/o
 Constituting the registered partnership firm in the name of
 M/s.
 situated at

OR

M/s SAMUNG INDIA ELECTRONICS PVT. LTD.

a company within the meaning of the Companies Act, 1956 and having its registered office at **A-25, GROUND FLOOR, FRONT TOWER, MOHAN CO-OPERATIVE INDUSTRIAL ESTATE, NEW DELHI-110044** through its Managing Director/Secretary/duly constituted attorney

Sri **BYUNG GWAN YUN** aged 46 year

S/o **SHRI YUN SI YUN**

R/o **K-110, 2ND FLOOR, HAUZ KHAS ENCLAVE, NEW DELHI -110016**

(hereinafter called 'the lessee' which expression shall unless the context does not admit, include his heirs, executors, administrators, representatives and permitted assigns of the other part.)

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act. 1894 and developed by the Lessor for the purpose of setting up an Industrial Area and the plots carved out after development are to be leased out for the purpose of creating on each plot a factory building, according to

For **SAMUNG INDIA ELECTRONICS PVT. LTD.**

AUTHORISED SIGNATORY

7

ने निष्पादन स्वीकार किया।

जिनकी पहचान नवीन शर्मा
ओम प्रकाश शर्मा

पेशा अन्य

निवासी केडी 25/9 कवि नगर गाजियाबाद

व मिहिर मल्लिक
चन्द्र वीर मल्लिक

पेशा अन्य

निवासी 264 अंकुर अपार्ट 71 आई0पी0एक्स0 पटपडगंज न्यू

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Antar
(एच0एम0मिल्ल) प्रभारी
उप-निबन्धक द्वितीय
नोएडा

10/7/2017



the building regulation and directions framed or issued under the U.P. Act. 6 of 1976 and building plans approved by the Lessor.

AND WHEREAS the Department of Stamp Evam Registration Anubhag-2, Uttar Pradesh Shasan has issued Notification Order No. 6/2017/359/94/-S.R.-2-2017-700(374)/15 Dated 26.05.2017 in exercise of the powers under clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (Act No. 2 of 1899) as amended in its application to Uttar Pradesh, the Governor is pleased to remit, with effect from the date of publication of this notification in the Gazette, the stamp duty chargeable on the instruments of conveyance and on the instruments of lease of land executed in favour of M/s Samsung India Electronics Pvt. Ltd., Noida as Mega Project with a view to providing special facilities and concessions by the State Government.

The remission under this notification shall be under the terms and procedures mentioned in G.O. No. 141/77-6-13-15(M)/05, dated 04.06.2013, G.O. No. 770/77-6-15-5(M)/13T.C. dated 09.06.2015, G.O. No. 510/77-06-16-5(M)/13T.C.(mega) dated 12.05.2016 and G.O. No. 854/77-06-16-5(M)/13T.C.(mega) dated 30.06.2016 of Audyogic Vikas Anubhag-6, Uttar Pradesh Shasan.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

(I) That in consideration of the already premium paid and agreed to be paid by the Lessee at the time and in the manner hereinafter provided and also in consideration of the lease rent hereby reserved and of the covenants, provisos and agreements hereinafter contained and on the part of the Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise to the Lessee all the plot of land numbered as **001C** in Block **B** Sector No. **81** situated within the New Okhla Industrial Development Area, District Gautam Budh Nagar containing by measurement **1,29,000** sq. mtrs. and bounded :-

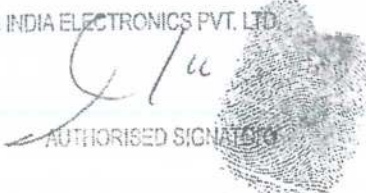
ON THE NORTH BY 60 MTR WIDE ROAD

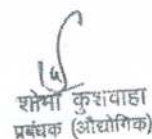
ON THE SOUTH BY 45 MTR WIDE ROAD

ON THE EAST BY B-001, SECTOR-81

ON THE WEST BY OPEN LAND SECTOR-81

For SAMSUNG INDIA ELECTRONICS PVT. LTD.


AUTHORISED SIGNATORY


शतेभा कुशवाहा
प्रबंधक (औद्योगिक)

9

पट्टा दाता

Registration No.: 4383

Year : 2,017

Book No. : 1

0101 नोएडा प्राधिकरण द्वारा शोभा कुशवाहा प्रबंधक

सेक्टर-6 नोएडा
अन्य

la



(hereinafter referred to as "the demised premises") with their appurtenances upto the Lessee for the term of 90 years from the 13th day of **December** in the year **2016** (hereinafter called 'the said term') except and always reserving to the Lessor and/or its successors:

विलेख में प्रश्नगत आवंटित सम्पत्ति पर आवंटी को कब्जा दिये जाने विषयक प्रस्ताव जारी नहीं किया गया है और न ही विलेख के निष्पादन की तिथि तक आवंटी को कब्जा प्रदान किया गया है ।

- (a) A right to lay watermain, drains, sewers, or electric wires under or over the demised premises, if deemed necessary by the Lessor in developing the area.
- (b) Full rights and title to all mines and mineral in and under the demised or any part thereof, yielding and paying therefore, yearly in advance during the said terms upto the lessor on the day of in each year the yearly rent at the rate of 2.5% of the total premium payable during the first ten years.

That the lessee shall pay unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be Rs. **O.T.R.** annually for the first 10 years chargeable from the date of execution of the lease deed and would be payable before the date of execution of the lease deed. Subsequently the lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder therefore. The lease rent may be enhanced after every 10 years, from the date of execution of the deed by an amount not exceeding 50% of the annual lease rent payable at the time such enhancement. In case of default in payment of lease rent interest @14% per annum compounded every half yearly would be chargeable for the delayed period. When lease rent will be revised a supplementary deed will be executed, after expiry of 10 years, if required.

The lessee has paid one time lease rent.

II (a) The lessee shall pay to the lessor the premium of Rs. **85,95,27,000.00** (Rs. **Eighty Five Crore Ninty Five Lacs Twenty Seven Thousand** only) out of which Rs. **FULL PAID** (Rs. ----- **FULL PAID** ----- Only) has already been paid the receipt whereof the lessor hereby acknowledges and balance sum of Rs. **FULL PAID** (Rs. -----**FULL PAID**----- only)

For SAMSUNG INDIA ELECTRONICS PVT. LTD.

AUTHORISED SIGNATORY

11

पट्टा गृहीता

Registration No. : 4383

Year : 2,017

Book No. : 1

0201 M/s Samung India Electronics Pvt Ltd द्वारा ब्यू

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के 110, द्वितीय तल हीज खास एन्क0 न्यू दिल्ली-110016

अन्य

9/11



shall be paid in ten/sixteen half yearly installments alongwith equated 11% per annum interest bearing from the date of issue of allotment letter the interest to be compounded half yearly the first installments falling due for payment on the 30th day of June or the 31st day of December, which ever falling earlier after the expiry of the period of six month next to the date of allotment of the demised premises and the remaining installments falling due consecutively as follows:

1.	.....	on the	day of	20.....
2.	.....	on the	day of	20.....
3.	.....	on the	day of	20.....
4.	.....	on the	day of	20.....
5.	.....	on the	day of	20.....
6.	.....	on the	day of	20.....
7.	.....	on the	day of	20.....
8.	.....	on the	day of	20.....
9.	.....	on the	day of	20.....
10.	.....	on the	day of	20.....
11.	.....	on the	day of	20.....
12.	.....	on the	day of	20.....
13.	.....	on the	day of	20.....
14.	.....	on the	day of	20.....
15.	.....	on the	day of	20.....
16.	.....	on the	day of	20.....

Full Paid

प्रसंगत आवंटित सम्पत्ति पर विलेख के निष्पादन की तिथि तक देय ब्याज रुपये शून्य व दिया गया ब्याज रुपये शून्य होता है।

For SAMSUNG INDIA ELECTRONICS PVT. LTD.

AUTHORISED SIGNATORY

श्रीम. सुरवाडा
प्रबंधक (औद्योगिक)

गवाह

Registration No.: 4383

Year: 2017

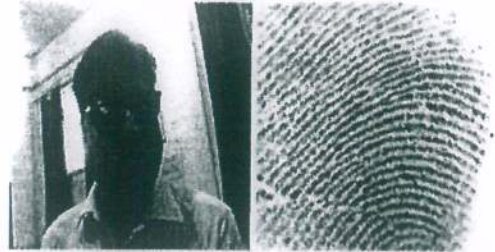
Book No. : 1

W1 नवीन शर्मा

ओम प्रकाश शर्मा

केडी 25/9 कवि नगर गाजियाबाद

अन्य



W2 गिहिर मल्लिक

चन्द्र वीर मल्लिक

264 अंकुर अपार्ट0 71 आई0पी0एक्स0 पटपडगंज न्यू दिल्ली

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Provided that the interest shall be computed as the rate mentioned above on the total amount of the balance outstanding from time to time from the date of allotment i.e. and shall be payable half yearly on the 30th day of June and 31st day of December each year, the first of such payment to be made on the 30 day of June, 2017 falling earlier.

Provided that if the installments together with the interest accruing thereon are not paid by or on the due date. Interest at the rate of 14% compounded at six monthly shall be charged for delayed payment for delayed period. Provided further that if any instalment or the interest accruing thereon is not paid on the due date compound interest at the rate of 14% per annum shall be chargeable with six monthly interest on the premium due.

(b) The payment made by the Lessee shall be first adjusted towards the interest due, if any and thereafter towards the premium, if any and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the lessee to the contrary.

(c) If lessee makes default in payment of premium and interest for three consecutive installments the Lessor shall have a right to determine the lease and to resume possession.

III (1) That the Lessee shall not, at any time, carry on or permit to be carried upon the demised premises and trade or business whatsoever or permit the same to be used for any purpose other than the manufacture of "ELECTRONIC GOODS INCLUDING REFRIGERATORS, HANDHELD CELLULAR PHONES, TABLET COMPUTERS, PARTS AND ACESSORIES OF ALL SUCH PRODUCTS" without obtaining the consent in writing of the Lessor.

(2) The Lessee shall pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed upon either the Lessor or the Lessee to occupy in the respect or the demised premises or the building to be erected thereon.

(3) That the Lessee shall pay upto the Lessor the said rent on the days and in the manner herein before appointed for payment thereof clear all deductions.

(4) That the Lessee at his own cost shall erect on the demised premises: in accordance with the layout plan, elevation and design and in a position to be approved of in writing by the lessor in a good substantial and workman-like

For SAMSUNG INDIA ELECTRONICS PVT. LTD.

AUTHORISED SIGNATORY



manner a building or buildings to be used as industrial factory with all necessary out buildings, sewers, drains, other appurtenances and proper conveniences thereto according to the rules, building regulations and directions of the Lessor, and proper municipal or other authority now existing or hereafter to exist in respect of building drafts, latrines and communication with the sewers and shall complete the construction of factory building and make the unit functional with a period of 36 months from the date of possession or within such extended time as may be allowed by the Lessor of writing in its discretion on the request of the Lessee, on the completion of the work the Lessee shall get the same inspected and if all the work has been done in accordance with the covenants herein contained the Lessor shall issue a completion certificate.

In the event of allottee having power requirement after having been allotted industrial plots/sheds for specific project of certain scale, the additional expenditure to be incurred on cable laying etc. in such circumstances, shall be borne by the Lessee.

- (5) That the lessee shall not erect the building construction of structure except in accordance with the building plan to be approved by the lessor and shall comply with all regulations made or direction issue by the Lessor for the erection of building or other architectural requirements in that behalf.
- (6) That the Lessee shall obey and submit to the rules, building regulations and directions of the Lessor, and the proper, municipal or other authority now existing or hereinafter to exist so far as the same relate to the immovable property in the said or so far as they affect the health safety and convenience of the other inhabitants of the place.
- (7) That the Lessee shall at all times repair, support and keep in good and substantial condition and repair the factory building and out building both externally and internally also boundary and other walls sewers, drains, gates and fixtures of or connected with the same and the Lessee hereby permits the Lessor and its agents to enter upon to view the condition there of and to give notice in writing to the lessee of any defects or want or reparation the Lessee shall within three calendar months after receipt of such notice repair and amend accordingly.
- (8) That the Lessee shall not make or permit to be made any alternation in or additions to the aforesaid buildings or other erections for the time being on the demised premises without the previous permission in writing of the Lessor and except in accordance with the terms of such permission and plan

For SAMSUNG INDIA ELECTRONICS PVT. LTD.

AUTHORISED SIGNATORY



approved by the Lessor and in case of any deviation from such terms of plan shall immediately upon receipt of notice from the Lessor requiring him so to do correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation for the period of three months after the receipt of such notice then it shall be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee which expense the Lessee hereby agrees to reimburse by paying to the Lessor or the amount which the Lessor shall fix in that behalf and the decision of the Lessor shall be final and binding on the Lessee.

- (9) That the Lessee shall provide and maintain as its own cost in good repairs properly constructed approach road or path leading from the public road to the building to be erected on the demised premises to the satisfaction of the Lessor.
- (10) That the Lessee shall not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for religious purpose or any purposes other than or the industrial purpose specified hereinbefore premises or any part thereof, any act or thing which may be grow to be nuisance annoyance or inconvenience to the Lessor the owners or occupiers of the other premises in the neighbourhood.

The Lessee shall ensure that the industrial effluents discharged by their unit shall meet the standards laid down by Central or State Govt. to control the pollution and the lessee shall be governed by the State or the central enactment on the subject.

- (11) (a) That the lessee shall not employ and process in the manufacture of item approved by the lessor which may cause environmental hazard, viz. atmospheric pollution, effluent, discharge, or in any form whatsoever. If in the opinion of the lessor at its sole discretion, there is any environmental hazard as stated hereinbefore on account of any activity being carried out in the demised premises, the lessor shall have the right to force the lessee to cease the activity and take suitable measures as the lessor may deem fit.
- (12) That the lessee shall not, without the previous consent in writing of the Lessor transfer, relinquish or assign his interest in the demised premises or the building standing thereon or both before making the unit functional and every such transfer, assignment, relinquishment shall be subject to and the transferees, or assignees shall be bound by all the covenants and conditions herein contained 'and be answerable to the Lessor to in all respect therefore

For SAMSUNG INDIA ELECTRONICS PVT. LTD.

AUTHORISED SIGNATORY

श्रीमान् कुशवाहा
प्रबंधक (औद्योगिक)

and in no case consent of the Lessor to assign, relinquish, transfer or part with possession of any portion less than the whole of the demised premises or causing any subdivision thereof by meters and bounds or otherwise shall be granted. However the Lessee can mortgage the demised premises for raising loan to implementation of approved project.


The permission to transfer shall not be granted unless the unit, becomes functional and remain in regular production for minimum period as the Lessor may decide from time to time. In the event of such transfer is allowed, the Lessor shall be entitled to claim such percentage of the unearned increase in the market value of the demised premises, that is the difference between the premium paid and market value of the demised premises, as the Lessor may from time to time decide.

Provided that the joint possession or transfer of possession of the demised premises or any part thereof by the Lessee shall be deemed to be transfer for the purpose of this clause.

Provided also that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgage without possession in favour of the Government of Uttar Pradesh or of the Industrial Finance Corporation of India or in favour of the U.P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India and Export Import Bank only after the 100% payment of premium and interest has been recovered. In case of mortgage the Authority will have first charge towards transfer charges, extension charges, lease rent, interest and any other dues, taxes payable to Noida.

Provided that in event of the sale or closure of the mortgage property, the Lessor shall be entitled to claim and recover such percentage of the unearned increase of the market value of the property i.e. the difference between the premium paid and the market value of the demised premises at the time of transfer as the lessor may decide from time to time. The decision of the Lessor with the regard to the market value at the time of transfer shall be final and binding on the lessee.

For SAMSUNG INDIA ELECTRONICS PVT. LTD.


AUTHORISED SIGNATORY

- (13) (a) In the event of the death of the Lessee, the person on whom the titles of the deceased devolves shall' within three months of such devolution, give notice of such devolution to the Lessor.
- (b) The transferee of the person on whom the title devolves as the case may be shall supply to the Lessor certified copies or the documents evidencing the transfer or devolution.
- (c) If there shall be any breach of sub clause (a) or (b) above the Lessor may determine this lease.
- (14) Whenever the title of the Lessee in the demised premises is transferred in any manner whatsoever the transfer or shall be bound by all covenants and conditions contained herein and be answerable in all respects therefore.
- (15) That the lessee shall not make any excavation upon any part of the demised premises not remove any stone, sand, grave, clay, earth or any other materials there from except so far as may being the opinion of the lessor, necessary for the purpose or forming the foundation of the buildings and compound walls and other necessary structures and executing the works authorized and for leveling and dressing the demised premises.
- (16) That the Lessee shall not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs poultry or other animals except
- (17) That the Lessee shall not exercise his option of determining the Lease and shall not hold the Lessor responsible to make good the damage if any fire, tempest, flood or violence of any army, or mob or other/ irresistible force any material part of the demises is wholly or partly destroyed or rendered substantially of or permanently unfit for building purposes.
- (18) (a) That the Lessee shall keep the Lessor indemnified against and all claims for damages which may be caused to any adjoining building or other premises in consequence of the execution of the aforesaid work and also against claims of damages if the Lessee or his workman or servant shall:
- (i) injure or destroy may part of building or other structure continuous or adjacent to the demised premises.
- (ii) Keep the foundation tunnels or other pits on the demised premises open or exposed to weather causing any injury to continuous or adjacent building or.
- (iii) ~~dig any pit near the foundation of any building there by causing by~~ any injury or damage to such building.

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(b) The damages under sub clause (a) above shall be assessed by the Lessor whose decision as to the extent of injury or damage or the amount payable there shall be final and binding on the lessee.

(19)*[1] That the Lessee being a registered Partnership Firm declares, and undertake that during the subsistence of the terms of this declares, the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardize the rights and interest of the Lessor in matter of his Lease, nor shall its constitution be altered in any manner without the written consent of the Lessor first had and obtained.

OR

The Lessee being a company, incorporated under the provisions of the Companies, Act, 2013 or Companies Act, 1956 or Companies Act, 1913 or any other law time being in force or sole, proprietor of a firm shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor first had obtained.

OR

The Lessee being a company shall not make or attempt to make any alterations whatsoever in the provisions of its memorandum and Articles or Association or capital structure without the written consent of the Lessor or first had obtained and the Lessee hereby undertakes to get registered the prescribed particulars of the change pursuant to clause-III (12) created with the Registrar of Companies, under Companies Act, 1956, within the stipulated period.

While granting its consent under the Sub-Clause-(i) above the Lessor may require the successor in interest on the Lessor to abide by the faithfully carry out the terms, conditions, stipulation provisions and agreements herein contained or such other terms and conditions as the Lessor may in its discretion, impose including the payment by the successor in interest of such extra premium and or enhanced rent as the Lessor may in its discretion think proper. In the event of breach in this conditions the Lessor shall be entitled to determine this Lease.

Provided that the right to determine this deed for breach of the condition contained in this clause shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Finance Corporation of India or the Industrial Credit and Investment Corporation of Uttar Pradesh Ltd. or Industrial Development Bank of India or any scheduled (including

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State Bank of India) and the said financing body or assign the mortgaged assets in exercise or right vesting in it or them by virtue of the deed or deeds executed in its or their favour by the Lessee as provided herein above or under any law for the time being in force without 30 days prior notice to such financing body.

- (20) That in employing a skilled or unskilled labour for his industry on the demised premises the Lessee shall employ 5% employee out of total labour force from the families whose land have been acquired for the purpose of the said Industrial Area.
- (21) The Lessor shall have the right, in public interest or for Lessor's use, to acquire the demised premises in full or part. In such case, the Lessor shall pay compensation equivalent to the rate prevailing at the time of acquisition. In case the construction has been raised by the lessee on the demised premises, the cost of construction against building and fixtures, shall be paid on the basis of assessment by the Lessor. Lessor's decision w.r.t. the compensation shall be final and binding.
- (22) That the Lessee shall be bound to give details of property and construction thereupon as and when demanded by the Lessor.

IV AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

(I) If there shall have been in the opinion of the Lessor any breach by the Lessee or its assigns of any of the covenants or conditions herein contained and on his part to be observe and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers, relinquished, mortgages of assigns any part of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions as hereinbefore mentioned or if the Lessee fails to commence or complete the building within the time as provided in.

Clause-III(4) Hereinbefore or to put the same to use in the time and manner as provided in Clause-III hereinbefore or if the amount due to the Lessor as rent here by reserved or any part of the premium or interest as stipulated in Clause-II shall be in arrear and unpaid to the extent of three installments but shall have fallen due for payment, or if the Lessee or the persons in whom the Lease hereby created shall be vested shall be adjudged insolvent or if this Lease is determined as hereinbefore specified, it shall be lawfull for the Lessor without prejudice to the

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any other right of action of the Lessor in respect of any breach of this deed to re-enter upon the demised premises of any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and out of the moneys paid by the Lessee by virtue of these presents, such amount as prescribed by competent Authority shall stand forfeited to the Lessor and balance, if any, shall be refunded to lessee without any interest. However, if the money equivalent to deposited by the Lessee till date of cancellation is not prescribed percentage, the Lessor shall have right to recover the balance amount to that it may come prescribed percentage of total premium alongwith interest at the rate of 24% compounded at every six monthly.

PROVIDED further that the Lessee shall be at liberty to remove and appropriate to himself all building erections and structure, if any made by him and all materials thereof from the demised premises after paying all dues, the premium and the lease rent upto date and all municipal and other taxes, and assessments then due and all damages and other dues accruing to the Lessor and to remove all such material from the demised-premises within three months of the date of expiration or sooner determination of the Lease as he may have put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the industrial premises and all material thereof shall vest in the Lessor and the Lessee shall then have no rough claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structure and material put by him on the demised premises.

PROVIDED further and always that the right or re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Financial Corporation of India or the U.P. Financial Corporation or the Industrial Development Bank of India, the Life Insurance Corporation of India or Pradeshia Industrial and Investment Corporation of U.P. Ltd. or any Scheduled Bank (including the State Bank of India) without 30 days prior notice to such financing body or bodies mentioned above and without a previous notice to Lessee to remedy the breach within a reasonable time, if such breach in is capable of such remedy.

- (2) ~~That the Chief Executive Officer of the Lessor or any person or persons~~ authorized by him in that behalf in writing shall have the access to and the implied right and Authority to enter upon the demised premises and building

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erected or to 'be erected thereon for being satisfied that the covenants and conditions contained here in have been and are being complied with the properly and substantially.

- (3) Any losses suffered by the Lessor on a fresh grant of the demised premises for breach of conditions, aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Lessee.
- (4) That the Lessor and the Lessee hereby agree that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or any other account whatsoever shall on the certificate of the Lessor which shall be final exclusive and bindings on the Lessee be recoverable as arrears of land revenue.
- (5) That any relaxation of indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
- (6) The stamp duty and registration charges of this deed shall be borne by the Lessee.
- (7) (i) All notice, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act. No. VI of 1976) or any rule or regulation made thereunder shall be deemed to be duly served as provided under section 443 of the Uttar Pradesh Urban Planning and Development Act 1973 as re-enacted and modified by the Uttar Pradesh-President's Act, (Re-enactment with modifications) Act. 1974 (U.P. Act No. 30 of 1974).
- (ii) In the event any disputes arise with regard to terms and conditions of this Lease Deed, the same shall be subject to the jurisdiction of district court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- (iii) If the Lessee does not abide the terms and conditions and, building rules or any other rules framed by the Authority, the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in the respect thereof.
- (iv) The Chairman/ Chief Executive Officer of the Lessor reserves the rights to make such additions, alterations and modifications as may be considered just and expedient.



8. All powers exercisable by the Lessor under this Lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorise any of its officers to exercise all or as of the powers exercisable by him under this lease.

Provided that the expression "Chief Executive Officer" shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Chief Executive Officer.

IN WITNESSTH HEREOF the parties here to have set their hands in presence of following witnesses, the day and in the year first above written.

Witness:

1. Name MIHIR MALLICK
S/o. Sh. LATE SH C.V. MALLICK
R/o. 264, ANKUR APARTMENT
7, D.P. EXTN. DELHI - 92

2. Name NAVEEN SHARMA
S/o. Sh. OM PRAKASH SHARMA
R/o. K.D.-25/9, KAVI NAGAR
- GHAZIABAD - 201002

For and on behalf of the Lessor

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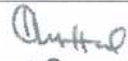
उ०प्र० राज्य की औद्योगिक अवस्थापना एवं औद्योगिक निवेश नीति-2012 के क
शासनादेश सं० 7-79/11-2012-312(98)2012 दिनांक 5-12-2012 के प्रस्तर 5.1.
बिन्दु "घ" के क्रम में एवं शासनादेश सं० 141/77-6-13-15(एम)05 दिनांक 4-6-2013
उ०प्र० शासन के स्टाम्प एवं रजिस्ट्रेशन अनुभाग-2 की अधिसूचना सं० 6/2017/359/
स्टा०नि०-2-2017-700(374)/15 लखनऊ दिनांक 26-5-2017 के प्राविधानुसार
SAMSUNG INDIA ELECTRONICS PVT.LTD. को आबंटित भूखण्ड सं० बी-
सेक्टर-81, औद्योगिक क्षेत्र, नोएडा को " **ELECTRONICS GOODS ONLY**
परियोजना हेतु प्रस्तुत लीज डीड पर साक्षी के रूप में हस्ताक्षरित।

उपायुक्त उद्योग,
जिला उद्योग एवं उद्यम प्रोत्साहन केन्द्र,
गौतमबुद्धनगर।



आज दिनांक 10/07/2017 को
वही सं. 1 जिल्द सं. 8785
पृष्ठ सं. 161 से 218 पर क्रमांक 4383
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(एच०एम०मि०तल) प्रभारी
उप-निबन्धक द्वितीय
नोएडा
10/7/2017