

उत्तर प्रदेश UTTAR PRADESH

EE 777535

Agreement for Leave and License

THIS Agreement for Leave and License (hereinafter referred to as the "Agreement")
made on this 03rd day of April, 2018.

BETWEEN

Mr Baldev Das Agarwal (HUF), Smt. Chandra Prabha Agarwal, Mr Rakesh Kumar Agarwal, Mr Rajesh Kumar Agarwal (HUF), Smt. Nupur Agarwal, Smt. Hariyali Agarwal, jointly all resident of K-46/81-A, HATIRATH, VISHESHWARGANJ, VARANASI (UP) (hereinafter, for the purposes of this Agreement, referred to as "THE LICENSORS", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs,

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successors, legal representatives, executors, administrators, and permitted assigns) of the
FIRST PART

AND

HINDUSTAN UNILEVER LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at Unilever House, B.D. Sawant Marg, Chakala, Andheri (E), Mumbai 400 099 and having a Regional Office amongst other places at 1st Floor, Shalimar Titanium Park, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, hereinafter called “**THE LICENSEE**” (which expression shall, be deemed to mean and include the assigns, associates, group companies and successors thereof) of the **OTHER PART**;

WHEREAS, the Licensee is currently engaged in the manufacture, marketing, storage, sale and distribution of soaps and detergents, cosmetics, food articles such as tea, coffee, edible oils and fats, milk products, meal and meal components, and other processed food products and various fast moving consumer goods (FMCG).


WHEREAS, the Licensee was looking for adequate shed/godown/office space for commercial purposes.

WHEREAS, the Licensor is in possession of and having complete legal entitlement to the premises collectively admeasuring **81343 (Eighty One Thousand Three Hundred and Forty Three)** square feet located at **677,484-85, Bhati Ramnagar Bye-pass, Ramnagar, Varanasi (UP)** (hereinafter referred to as “the demised premises”).


AND WHEREAS the Licensor, relying upon the said assurances of the Licensee, has agreed to permit the Licensee to use and occupy the demised premises on a leave and license basis as a shed/ godown/ office space for commercial purposes upon the terms and conditions hereinafter contained.

NOW THEN THIS DEED WITNESSETH AS FOLLOWS:-

1. TERM


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- 1.1 The Licensee shall have the right to use and occupy the demised premises for a period of **11 (Eleven)** months only, with effect from **April 01, 2018 to February 28, 2019**. The Licensee agrees to vacate the demised premises upon the expiry of the Term of this Agreement or earlier determination thereof.
- 1.2 Nothing in this Agreement shall be construed to confer tenancy rights or any other license rights in favour of the Licensee other than those explicitly conferred by way of this Agreement and no such rights shall be claimed by the Licensee in respect of the demised premises at any point of time.
- 1.3 The Term of this Agreement is renewable at the option of the Licensee and the Licenser for such further period and upon such terms as may be mutually agreed upon between the parties.

2. LICENSE FEE

- 2.1 The Licensee shall pay to the Licenser by way of License Fee, a sum of **Rs. 7,68,691/- (Indian Rupees Seven Lakh Sixty Eight Thousand Six Hundred Ninety one Rupees only)** per month, which License Fee shall be enhanced at the rate of 5% (Five per cent only) per annum on renewal of this Agreement for 3 years commencing from the date of this Agreement, for the use and occupation of the demised premises under this Agreement as further elucidated in the Schedule appended hereto.
- 2.2 The Licensee shall ensure that the License Fee is paid within 15 (Fifteen) days of the beginning of every calendar month by cheque or any other mode including direct bank credit as may be agreed upon between the Parties from time to time issued and/or effected in favour of **"Mr Baldev Das Agarwal (HUF), Smt. Chandra Prabha Agarwal, Mr Rakesh Kumar Agarwal, Mr Rajesh Kumar Agarwal (HUF), Smt. Nupur Agarwal, Smt. Hariyali Agarwal"**. If the Licenser requires the License Fee to be paid by demand draft, the Licensee shall be entitled to deduct the charges for the same from the License Fee due and payable.
- 2.3 The License Fee shall be paid after necessary deduction of tax at source (TDS) by the Licensee in accordance with the provisions of the Income Tax Act, 1881

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- 2.4 The Licensee has paid the Licensor, a refundable security deposit of **Rs. 8,05,014/- (Rs. Eight Lakh Five Thousand Fourteen Rupees Only)** which shall be returned by the Licensor to the Licensee upon expiry of the Term or prior termination of this Agreement after reasonable deductions for any moneys due to the Licensor or damage to the property, if any, caused by the Licensee.

3. LICENSEE'S COVENANTS


The Licensee hereby covenants with the Licensor:-


- i) To use the demised premises for commercial purposes only, including warehouse, office, and or any manufacturing, packing/ re-packing or trading activity for its own use or for use by its associates and or nominees or group companies;
- ii) To pay for the electricity, power and water charges, during the subsistence of this Agreement on the basis of actual consumption as per the reading of the meter/ sub-meter installed by the Licensor in the demised premises;
- iii) To permit the Licensor or his duly authorised representative to enter the demised premises during normal working hours with 48 (Forty Eight) hours' prior notice, for the purpose of inspection of the demised premises and for effecting repairs, whitewashing, and painting.

4. LICENSOR'S COVENANTS

The Licensor hereby covenants with the Licensee:-

- i) That the Licensor has good right, title, and authority to grant the sub-lease or sub-license the demised premises to the Licensee by virtue of the subsisting leave and license agreements signed with the owners of the demised premises and authority explicitly granted for the same by such owners;


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- ii) The Licensor shall keep the Licensee indemnified from any acquisition, dispossession, damages or claims arising out of any defect or irregularity in the title of the property and from all such consequences which may affect the peaceful enjoyment of the demised premises by the Licensee;
- iii) That subject to timely payment of the License Fee and compliance with all the terms and conditions of this Agreement by the Licensee, the right to peaceful possession of the demised premises of the Licensee shall in no manner be interrupted during the subsistence of this Agreement or extension thereof by the Licensor or any person claiming through or under him;
- iv) That the Licensor shall permit the Licensee to give a license to any other person/s to use the demised premises exclusively for the purposes of the business relating to the Licensee and or its assigns, associates, nominees, or successors; and to keep separate security personnel for 24 (Twenty hours, at their own cost, without the consent of the Licensor;
- v) That the Licensor shall discharge all existing and future liabilities to the government, municipal, and local bodies and authorities, and pay all rates, taxes, levies, cesses, charges, etc. levied by any such authority in respect of the demised premises;
- vi) That the Licensor shall provide and ensure all the basic amenities including uninterrupted water supply and maintain the demised premises in wind and water-tight condition and shall expeditiously deal with all major repairs to the demised premises as and when required;
- vii) That the Licensor shall maintain the roads and passages leading to and around the demised premises throughout the year (including during monsoons) in proper condition and also provide parking spaces for at least 20 (Twenty) vehicles (including overnight parking of such vehicles);
- viii) That the Licensee and/ or its associates, nominees, group companies, subsidiaries, or successors shall be permitted to divide at its own cost, the demised premises or any part thereof into as many parts or portions as may

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be required by installing temporary partitions during the Term of the Agreement.

- ix) That the Licensee and/ or its associates, nominees, subsidiaries, successors at all times shall be authorized to erect and affix on the demised premises and display such signboards, neon signs, and or any advertising materials as they may consider appropriate. Any tax and or cess required to be paid pursuant to such display shall be borne by the Licensee.


5. MUTUAL COVENANTS

It is mutually agreed between the Parties that:-

- i) The Licensee may with or without obtaining prior consent of the Licensor or anyone claiming through him, install in the demised premises, at its own expense, any additional electric appliances, furniture and fixtures including air conditioning plants, dish antenna, generator, mechanical loading and unloading machine, and such other instruments, articles and fixtures as may be necessary for peaceful enjoyment and use of the demised premises and such installations shall for all times to come, remain the property of the Licensee. For the purposes of such installations, the Licensee shall be entitled to make any temporary alterations (without making any structural changes) to the demised premises as may be considered necessary and in such circumstances the Licensor shall provide all assistance to the Licensee to obtain the requisite permission from the local authorities for the same.
- ii) The Licensee shall have the right and option to surrender any portion of the demised premises to the Licensor during the subsistence of this Agreement by giving in writing, a notice of 1 (One) month in which case, the License Fee shall be proportionately reduced and the security deposit in relation to the surrendered portion shall be duly refunded.
- iii) The Licensor shall not alienate their rights to the demised premises so as to prejudice the rights and interests of the Licensee in any manner during the subsistence of this Agreement.

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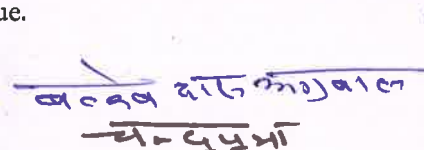
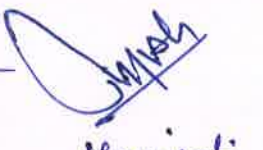
- iv) The Licensee shall not be responsible for any fines/penalties which may be imposed by any statutory authority on the Licensor for any reason whatsoever in respect of the demised premises. In the event the Licensor does not pay such fines/penalties, the Licensee has the right to pay and deduct the same from the License Fee.
- v) The Licensor shall get certified from the Licensee, a list of all goods, fittings, fixtures, etc. provided at the demised premises.
- vi) The demised premises shall be insured by the Licensor at their own cost against all anticipated risks and the Licensee shall insure its goods and other belongings stored in the demised premises at its own risk and cost.


6. CODE OF BUSINESS PRINCIPLES

The Licensor has read, understood and agreed to abide by and be governed by the Code of Business Principles of the Licensee in carrying out the scope of this Agreement. The Code of Business Principles is attached hereto as **Annexure - 1**.

7. TERMINATION

- 7.1 The Licensee alone shall be entitled to determine this Agreement during the subsistence thereof by giving a notice of 1 (One) month in writing without assigning any reason thereof, or License Fee in lieu of such notice.
- 7.2 The Licensor shall upon such termination, refund all sums due from them as per terms contained herein. In the event the Licensor fails to do so, the Licensee will be entitled to retain possession of the demised premises Licensor without paying any License Fee till such time the Licensor repays all sums due along with interest thereon at the rate of 12% (Twelve per cent) per annum. However this would not prevent the Licensee from taking appropriate legal action to recover the sums due.


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- 7.3 If the demised premises or any part thereof, during the subsistence of this Agreement, are destroyed or damaged by fire, tempest or any other *force majeure* event so as to be unfit for use, this Agreement at the option of the Licensee shall cease and determine. In case the Licensee opts to retain the demised premises, the Licensors shall ensure that the same is restored in the same condition in which it existed prior to the destruction and or damage, and during the period of such restoration, the Licensee shall not be liable to pay rent and other charges for the space destroyed and or damaged.
- 7.4 In the event of any labour unrest or dispute arising in the demised premises or any other incident, as a result of which the Licensee is unable to carry on their operations, it shall be at the option of the Licensee to terminate this Agreement forthwith.
- 7.5 In the event the Licensee suffers any loss on account of the title of the demised premises being in dispute, as a result of which the Licensee is dispossessed or disturbed, the Licensors shall immediately pay to the Licensee a sum equivalent to 3 (Three) months' License Fee and thereafter defray the cost of all expenses incurred by the Licensee in removing its stocks and other goods to a new premise. In the event the quantum of rent of the new premises exceeds the License Fee payable for the demised premises, the Licensors shall pay to the Licensee the difference between rent of the new premises and the License Fee for the remaining term of this Agreement or any extension thereof.
- 7.6 The Licensors covenants that the Licensee shall have the right to determine the Agreement after giving 1 (One) month's notice in writing, in the event of breach by the Licensors of any of the covenants to be performed by the Licensors if such breach is not remedied within 14 (Fourteen) days of receipt of notice thereof from the Licensee.
- 7.7 In case of termination of this Agreement on account of any ground mentioned hereinabove, the Licensee shall be entitled to remove their goods, fittings, fixtures, etc. and shall thereafter, hand over the demised premises to the Licensors

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after restoring it to the same condition in which it existed at the commencement of this Agreement except for normal wear and tear.

8. DISPUTE RESOLUTION

The Parties agree that in case of any dispute arising in respect of this Agreement, the courts of law located at Lucknow alone, will have exclusive jurisdiction in the event of any legal / judicial proceedings.

9. SAVINGS CLAUSE

- 9.1 This agreement replaces/cancels all previous Leave and License agreements, if any, between the Licensee and the Licensors in respect of the demised premises. However, this Agreement is independent and self-operative of any other Agreement if any, entered into with the Licensee in any other capacity other than that of a leave and license agreement and their terms of such agreement shall in no way be altered or amended by the terms of this Agreement and vice versa.
- 9.2 The termination of any other agreement in existence between the Parties in any other capacity, for any reason mentioned therein, under no circumstances be construed in any manner whatsoever to affect the terms of this agreement and or its subsistence.

9/09/2024
21-09-24
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SCHEDULE

(Details Of Rent Payable)

Godown Owner Name	Area in Sq. Ft.	Term (Months)	Rate per Sq. ft.	From	To	Total Amount
Mr Baldev Das Agrawal (HUF), Smt. Chandra Prabha Agrawal, Mr. Rakesh Kumar Agrawal, Mr. Rajesh Kumar Agrawal (HUF), Smt. Nupur Agrawal, Smt. Hariyali Agrawal	81343	11	9.45	01.04.2018	28.02.2019	768691

SCHEDULE OF PROPERTY


All that piece or parcel of land with structures knows as 677, 484-85, Bhiti,
Ramnagar, Bye-pass, Ramnagar Varanasi (UP) having 81343 Sq. Ft. of
Godown Area having

On or towards the EAST: ROAD

On or towards the WEST: ROAD

On or towards the NORTH: GODOWN ITC

On or towards the SOUTH: OPEN AREA


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IN WITNESS WHEREOF this Agreement is executed in two counterparts on the day and year first above written. Each party hereto shall preserve one counterpart of the Agreement.


SIGNED AND DELIVERED for and on behalf of Licensee

HINDUSTAN UNILEVER LIMITED
by the hand of its Authorized Signatory.

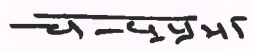



Name: Mohit Sud
(General Manager -Regional
Central Branch)

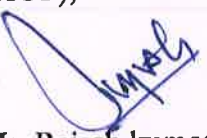
SIGNED AND DELIVERED for and on behalf of Licensors



Name: Mr. Baldev Das Agarwal


Smt. Chandra Prabha Agarwal,


Mr. Rakesh Kumar Agarwal
(HUF),

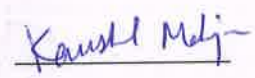

Mr. Rajesh kumar Agarwal
(HUF),


Smt. Nupur Agarwal,


Smt. Hariyali Agarwal

WITNESSES:-

(1) 
(Prateek Srivastava)

(2) 
(KAUSHAL MAHAJAN)

ANNEXURE 1
CODE OF BUSINESS PRINCIPLES

For the purposes of this Annexure, the Licensee shall be referred to as "we" or "Unilever".

A. Standard of Conduct

We conduct our operations with honesty, integrity and openness, and with respect for the human rights and interest of our employees.

We shall similarly respect the legitimate interests of those with whom we have relationships.

B. Obeying the Law

Unilever companies and employees are required to comply with the laws and regulations of the countries in which we operate.

C. Employees

Unilever is committed to diversity in a working environment where there is mutual trust and respect and where everyone feels responsible for the performance and reputation of our company.

We will recruit, employ and promote employee on the sole basis of the qualifications and abilities needed for the work to be performed.


We are committed to safe and healthy working conditions for all employees. We will not use any form of forced, compulsory or child labour.


We are committed to working with employees to develop and enhance each individual's skills and capabilities.

We respect the dignity of the individual and the right of employees to freedom of association.

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We will maintain good communication with employees through company based information and consultation procedures.

D. Consumers

Unilever is committed to providing branded products and services which consistently offer value in terms of price and quality, and which are safe for their intended use. Products and services will be accurately and properly labelled, advertised and communicated.

E. Shareholders

Unilever will conduct its operations in accordance with internationally accepted principles of good corporate governance. We will provide timely, regular and reliable information on our activities, structure, financial situation and performance to all shareholders.

F. Business Partners

Unilever is committed to establishing mutually beneficial relations with our suppliers, customers and business partners.

In our business dealings we expect our partners to adhere to business principles consistent with our own.

G. Community Involvement

Unilever strives to be a trusted corporate citizen and, as an integral part of society, to fulfill our responsibilities to the societies and communities in which we operate.


H. Public Activities

Unilever companies are encouraged to promote and defend their legitimate business interests.

Unilever will co-operate with governments and other organizations, both directly and through bodies such as trade associations, in the development of proposed legislation and other regulations which may affect legitimate business interest.

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Unilever neither supports political parties nor contributes to the funds of groups whose activities are calculated to promote party interests.

I. The Environment

Unilever is committed to making continuous improvements in the management of our environmental impact and to the longer-term goal of developing a sustainable business.

Unilever will work in partnership with others to promote environmental care, increase understanding of environmental issues and disseminate good practice.

J. Innovation

In our scientific innovation to meet consumer needs we will respect the concerns of our consumers and of society. We will work on the basis of sound science, applying rigorous standards of product safety.

K. Competition


Unilever believes in vigorous yet fair competition and supports the development of appropriate competition laws. Unilever companies and employees will conduct their operations in accordance with the principles of fair competition and all applicable regulations.

L. Business Integrity


Unilever does not give or receive, whether directly or indirectly, bribes or other improper advantages for business or financial gain. No employee may offer, give or receive any gift or payment which is, or may be constructed as being, a bribe. Any demand for, or offer of, a bribe be rejected immediately and reported to management.

Unilever accounting records and supporting documents must accurately describe and reflect the nature of the underlying transaction. No undisclosed or unrecorded account, fund or asset will be established or maintained.

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M. Conflict of Interest

All Unilever employees are expected to avoid personal activities and financial interests which could conflict with their responsibilities to the company.

Unilever employees must not seek gain for themselves or others through misuse of their positions.

N. Compliance-Monitoring-Reporting

Compliance with these principles is an essential element in our business success. The Unilever Board is responsible for ensuring these principles are communicated to, and understood and observed by, all employees.

Day-to-day responsibility is delegated to the senior management of the region and operating companies. They are responsible for implementing these principles, if necessary through more detailed guidance tailored to local needs.

Assurance of compliance is given and monitored each year. Compliance with the Code is subject to review by the Board supported by the Audit Committee of the Board and the Corporate Risk Committee.

Any breaches of the Code must be reported in accordance with the procedures specified by the Joint Secretaries. The Board of Unilever will not criticize management for any loss of business resulting from adherence to these principles and other mandatory policies and instructions.

The Board of Unilever expects employees to bring to their attention, or to that of senior management, any breach or suspected breach of these principles.

Provision has been made for employees to be able to report in confidence and no employee will suffer as a consequence of doing so.

In this Code the expressions 'Unilever' and 'Unilever companies' are used for convenience and mean the Unilever Group of companies comprising Unilever N.V., Unilever PLC and their respective subsidiary companies. The Board of Unilever means the Directors of Unilever N.V. and Unilever PLC.

15-05-2015

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