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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL45362583325736R
Certificate Issued Date : 16-Feb-2019 12:48 PM
Account Reference : SHCIL (FI)/ dl-shcil/ CAMA/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-SHCIL95901157160382R
Purchased by : UNISON HOTELS PRIVATE LIMITED
Description of Document : Article 35(ii) Lease with security upto 10 years
Property Description : THE GRAND PLAZA ARCADE IN HOTEL THE GRAND AT NELSON MANDELA ROAD VASANT KUNJ NEW DELHI 110070
Consideration Price (Rs.) : 0
(Zero)
First Party : UNISON HOTELS PRIVATE LIMITED
Second Party : HERO MOTOCORP LIMITED
Stamp Duty Paid By : UNISON HOTELS PRIVATE LIMITED
Stamp Duty Amount (Rs.) : 46,11,850
(Forty Six Lakh Eleven Thousand Eight Hundred And Fifty only)

LOCKED

Stylized signature



Please write or type below this line.



Handwritten signature



Handwritten signature
DIPAK K. TIWARI
A-No. 487931265678

SANTOSH JHA
TQ 0004053085
AN0911325893428

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.

LEAVE & LICENSE AGREEMENT

THIS Agreement made at Delhi on 21st day of February Two Thousand and Nineteen, herein between **UNISON HOTELS PRIVATE LIMITED**, a Company limited by shares and incorporated under the provision of Companies Act, 2013 and having its Registered office at Nelson Mandela Road, Vasant Kunj Phase II, New Delhi 110070, hereinafter referred to as "**Licensor**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) **ONE PART**

AND

HERO MOTOCORP LTD., a Company incorporated under the Indian Companies Act, 1956, existing under Companies Act 2013 and having its registered office at, 34, Community Center, Basant Lok, Vasant Vihar, New Delhi 110057 hereinafter referred to as "**Licensee**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors) of the **OTHER PART**.

WHEREAS:

- 1 Licensee is, inter alia, engaged in the business of manufacturing, assembling, distributing and marketing two wheeler automobiles, accessories and parts thereof in India and exporting the same to countries outside India.

Licensor has executed a perpetual lease deed in respect of an area of 4 hectares in Plot No.2, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi 110070 with the President of India for construction of a 5 star hotel as per the terms and conditions mentioned in the aforesaid Perpetual Lease Deed dated 1.5.1995 and relevant sanctions granted by the competent authorities thereof.

3. Licensor has constructed a 5 Star Hotel named "The Grand" (hereinafter referred to as the "said Hotel") in the aforesaid area having usual ancillary facilities and functional components and commercial office called "The Grand Plaza (Arcade)" (hereinafter referred to as the "said premises").

4. The Licensor has obtained a certificate from the appropriate authority indicating that the said Hotel has been granted a status of "five-star hotel".

5. Licensor has assured that it is the owner of said Premises situated at the Hotel and has absolute authority to enter into any arrangement with the Licensee in respect of the said Premises.

Sanjay Kumar

Licensor



Sanjay Kumar



Deed Related Detail

Deed Name LEASE

LEASE WITH SECURITY UPTO 10 YEARS

Land Detail

Tehsil/Sub Tehsil SR VIIA Sarojini Nagar

Village/City Vasant Kunj

Building Type

Place (Segment) Vasant Kunj

Property Type Commercial

Property Address House No.: THE GRAND PLAZA ARCADE, Road No.: NELSON MANDELA ROAD,

Area of Property 22,516.00 Sq.Feet 0.00 0.00

Money Related Detail

Consideration Value 10,853,299.00 Rupees

Stamp Duty Paid 4,611,850.00 Rupees

Value of Registration Fee 1,000.00 Rupees

Pasting Fee 100.00 Rupees

Transfer Duty 0 Rupees

Government Duty 4611850 Rupees

This document of LEASE

LEASE WITH SECURITY UPTO 10 YEARS

Presented by Sh/Smt.

S/o, W/o

R/o

UNISON HOTELS PVT. LTD. THRU
DAMODAR TIWARINELSON MANDELA ROAD, VASANT KUNJ PH-II
ND

in the office of the Sub Registrar, Delhi this 21/02/2019 2:05:42PM day Thursday between the hours of



Signature of Presenter

Registrar/Sub Registrar
SR VIIA Sarojini Nagar
Delhi/New Delhi

Execution admitted by the said Shri / Ms.

UNISON HOTELS PVT. LTD. THRU DAMODAR TIWARI

and Shri / Ms.

HERO MOTOCORP LTD. THRU SANTOSH JHA

Who is/are identified by Shri/Smt/Km. TANUJ BANSAL S/o W/o D/o VINAY KUMAR BANSAL R/o 14, NIMRI COLONY, ASHOK VIHAR,
PH-IV, DELHI

and Shri/Smt. Km RISHABH BHUTANI S/o W/o D/o BALDEV RAJ BHUTANI R/o 291, DR. MUKHERJEE NAGAR, DELHI

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Date 21/02/2019 15:34:58

Registrar/Sub Registrar
SR VIIA Sarojini Nagar
Delhi/New Delhi

19851414901

6. The Licensee has approached Licensor for availing the said Premises for the purposes of its Corporate office on terms and conditions contained herein.
7. The Licensor has agreed to grant on leave and license basis the said Premises for 3+3+3 years from the License Commencement Date on the monthly License Fees of **INR 77,94,000/- (Rupees Seventy Seven Lakhs Ninety Four Thousand Only) with escalation of 15% every 3 years from License Commencement Date. The first 3 years from the License Commencement Date shall be the Lock in Period** where in no party has right to terminate the license except for provided in this agreement and on the terms and conditions specified hereinafter.
8. The Licensee has inspected the said Premises and has satisfied itself as to its suitability for its use.

NOW THIS AGREEMENT WITNESSETH AND it is hereby agreed by and between the parties hereto as under:

1. DEFINITION:

1.1 In this Agreement (including the recitals which form an integral part of this Agreement), except where the context otherwise requires, the following words and expressions shall have the following meaning:


- a. "Said Premises" shall mean "The Grand Plaza (Arcade)" situated at "The Grand New Delhi" as enumerated in **Annexure I**.
- b. "Current & Future Taxes" shall mean the property tax last paid with respect to the Premises as assessed by the Municipal Authorities in Delhi at any time before & after the commencement of the license granted hereunder.
- c. "License Fees" shall mean the monthly license fee of INR 77,94,000/- (Rupees Seventy Seven Lakhs Ninety Four Thousand Only) for the first 36 months and thereafter as per escalation herein specified in the License agreement. The License fee is payable by the Licensee every month in advance to the Licensor as specified in Clause 3 hereof.
- d. "Government" shall mean the Central or State Government, local bodies, Municipal Corporation and statutory bodies and/or authorities.
- e. "Loading Dock" shall mean any area specified in the Hotel by Licensor for loading and unloading of the furniture, fixtures and fittings or any other material required for the purpose of operating its business from the said Premises.

1.2 In this Agreement, (unless the context requires otherwise)

- a. Reference to a singular include a reference to the plural and vice versa


Licensor




Licensee



- b. Reference to any gender includes reference to all gender.
- c. Reference to a word shall include reference to all grammatical variation of such word.


2. PERIOD:

The Licensor do hereby grant to the Licensee the use and occupation of the said Premises for the Business use on Leave and License basis for a period of 108 months from the date of handing over of the possession of the Premises ("**License Period**"). The vacant and peaceful possession of the said Premises shall be handed over to the Licensee within 15 days of signing this Agreement post dismantling existing fit out that is on or before 5th March 2019 (hereafter referred as "**License Commencement Date**") .

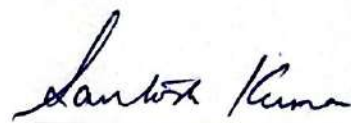
Save as otherwise mentioned in this agreement, at any time after a period of 36 months from the License Commencement date the Licensee and Licensor shall have the liberty to terminate the Agreement by giving at least 06 months written prior notice to the Licensor/Licensee as the case may be. The period of 36 months from the License Commencement date will be referred to as **Lock-in-Period**.

3. CONSIDERATION:

- a) In consideration of the licenses and authorities to the Licensee to enter upon and enjoy the peaceful use and occupation of the said Premises for the Authorized Purpose of carrying on business under the name and style of "Hero MotoCorp Ltd." for the period mentioned in Clause 2 above and the Licensor shall be paid periodical License Fees in the manner as mentioned below.
- b) During the currency of this License, the Licensee hereby agrees with the Licensor and undertakes as follows: -
 - (i) To pay to the Licensor latest by the 7th day of every month, in advance for the relevant month, the first of such payments to be made on signing of this agreement. Such payment of License Fees shall be subject to tax deducted at source as per applicable laws.
 - (ii) The License Fees shall be a sum of INR77,94,000/-(RupeesSeventy Seven Lakhs Ninety Four Thousand Only) per month for the first 36 months from the License Commencement date This License Fees shall have an escalation of 15% p.a. after expiry of each period of 36 months from the License Commencement Date over the then prevailing License Fees. The License Fees shall commence as per below phases & schedule agreed between parties and as per spaces made available by the Licensor. In case there is any delay in handing over space as per below outlined phases the License Fee start date for respective phases shall be actual date of handover of area for that phase.


Licensor




Licensee



(iii)

Phase / Tranches	Area	License Fee (INR)	License Fee Start date
Phase I	As marked in Annexure I	58,60,260/-	60 days from License Commencement Date
Phase II	As marked in Annexure I	19,33,740/-	60 days from actual hand over date (On or before 31 st May 2019)
	Total	77,94,000/-	

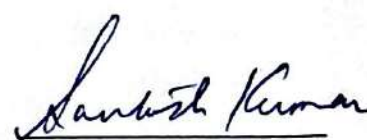

(iv) If there is default in paying the License Fee in time, interest @ 18% p.a. shall be chargeable from the due date(s) to the actual date of payment.

(v) INR 10,82,500/- (Rupees Ten Lakhs Eighty Two Thousand Five Hundred Only) per month shall be payable by the licensee to the licensor towards maintenance charges of the said premises and such payment shall be made monthly in advance along with license fees, subject to deduction of tax at source as applicable. This maintenance charges shall have an escalation of 15% p.a. after expiry of each period of 36 months from the License Commencement Date over the then prevailing maintenance charges. These maintenance charges are for 12 hours of operations from Monday to Friday and on Saturday for 6 hours operations ("Office Hours"). It is clarified that the maintenance charges will commence only after the end of License Fee free period along with the Licensee fee. The scope & cost covered under maintenance services is as per Annexure II attached herewith. The maintenance charges shall commence as per the below phases / tranches:

Phase / Tranches	Area	Maintenance Charges (INR)	Maintenance charges Start date
Phase I	As marked in Annexure I	8,13,925/-	60 days from License Commencement Date
Phase II	As marked in Annexure I	2,68,575/-	60 days from actual hand over date (On or before 31 st May 2019)
	Total	10,82,500/-	

(vi) INR 5,00,000/- (Rupees Five Lakhs Only) per month shall be payable by the Licensee to the Licensor towards 100 car parks allocated by the Licensor either at basement and/or surface car parks and such payment shall be made monthly in advance along with license fees, subject to deduction of tax at source as applicable. The payment of car park charges shall commence from the date of Licensor allocating car parking upon request of Licensee for the same.


Licensors



Licensee



4. OBLIGATIONS OF THE LICENSEE:


- a) The Licensee has deposited with the Licensor on the signing of this agreement an interest free refundable sum of **INR 4,67,64,000/- (Rupees Four Crores Sixty Seven Lakhs Sixty Four Thousand Only)** equivalent to six months License Fees (hereinafter referred to as the "Security Deposit") that the Licensor do hereby admit and acknowledge the receipt of the Security Deposit and that the Security Deposit shall be refunded by the Licensor to the Licensee on the expiry or earlier termination of the Agreement as hereinafter provided and against the simultaneous handing over by the Licensee to the Licensor of vacant possession of the said Premises as hereinafter mentioned.

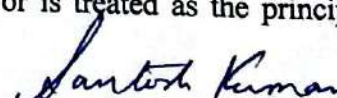
The Security Deposit charges shall be paid as per the below phases / tranches:


Phase / Tranches	Area	Security Deposit amount (INR)	Security Deposit
Phase I	As marked in Annexure I	3,51,61,560/-	Upon signing of this agreement
Phase II	As marked in Annexure I	1,16,02,440/-	Upon handover of Phase II
	Total	4,67,64,000/-	

- b) The Licensee shall promptly and punctually pay all the sums due under clause 3 hereinabove as and when they become due and payable and the Licensee shall make such payments within the stipulated time in the manner the same are payable. The Licensee agrees that these payments shall not be made in installments. The Licensee agrees that failure to make payment of the License Fees within the period therein for the consecutive three months shall amount to be terminable breach as mentioned under Clause 7 of this Agreement.
- c) All electricity charges with regard to Chilled water supply shall be paid at actuals.
- d) Over and above the License Fees payable to Licensor the Licensee shall be liable to pay applicable taxes on the License Fees (like GST etc.), if any, as chargeable to the invoice, that may be levied from time to time besides the electricity and air condition charges based on actual consumption. Penalties, if any, applicable will be borne by the Licensor unless such penalties arise solely due to the fault of the Licensee.
- e) The Licensee shall be exclusively in charge of the management and running of the said business from the said Premises. Accordingly, the Licensee shall employ adequate staff of the requisite competence and skill required for conducting the business. It is clearly agreed and understood that the sole responsibility for the employment of such staff and payment of the remuneration as also terminal benefits, if any, shall be that of the Licensee and that Licensor shall not be responsible or liable in any manner, directly or indirectly, for such employment or expenses incurred thereof. The Licensee shall take all steps necessary to ensure that Licensor does not become or is treated as the principal


Licensor




Licensee



employer of the employees of the Licensee. In the unlikely event of Licensor being treated as a principal employer the consequences thereby shall be borne by the Licensee. The Licensee hereby agrees to indemnify Licensor against all such consequences including legal fees and expenses that Licensor may have incurred for defending any proceeding or protecting its interest. This sub-clause shall survive termination of this Agreement. The Licensor shall be responsible as a principal employer for its employees engaged in providing services to the Licensee.

- f) The Licensee agrees to observe and comply diligently as its sole responsibility with the provisions of the Units and Establishments Act and other applicable and relevant Acts provisions and rules and regulations for conducting business of the said Premises and Licensor shall not in any way be responsible for the same. Licensor will not be responsible for any business risks or statutory liabilities for the business of the Licensee carried on from the said Premises. The Licensee shall indemnify Licensor against any claim, loss or damage including legal fees and cost that Licensor may suffer for non-compliance of provision of this sub-clause by the Licensee. This sub-clause shall survive the termination of this Agreement. The Licensor shall also indemnify Licensee against any claim, loss or damage including legal fees and cost that Licensee may suffer as obstruction in peaceful possession of the premises for carrying out its business from the same. This sub-clause shall survive the termination of this Agreement.
- g) The Licensee shall be solely responsible to insure the furniture, fixtures and fittings lying in the said Premises and/or furniture, fixtures office equipment, computers, telephone, system, fax machine and signboards etc. at their own costs, charges and expenses whatsoever applicable at the sole discretion of Licensee and insurance premium shall also be borne and paid by the Licensee alone. Any loss attributed to Licensee and its acts shall in no way whatsoever affect the interests of the Licensor.
- h) The Licensee undertakes not to encumber let out or part with the possession in any manner whatsoever of the said Premises, at any time subject to prior written consent of the Licensor, which consent shall not be unreasonably withheld only in case of letting out of Group entities.
- i) In case of expiry or earlier determination of this Agreement, the Licensee shall ensure that all furniture, fixtures and office equipment of the Licensee be removed except fixed furnishings including flooring and ceiling etc. from the said Premises on expiry of the term of this Agreement or earlier determination, failing which Licensor shall be entitled either to remove such furniture, fixtures and office equipment from the said premises or to Claim damages calculated @ of 1.5 times of the per day of then prevailing License Fee .
- j) The Licensee shall not use the said Premises for any purpose other than running its business;


Licensor



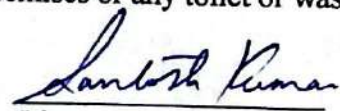

Licensee




- k) The Licensee shall obtain and keep in force all permission and licenses which may be required by law for carrying on its business from the said Premises and to comply with any condition which may be attached to any such permission or licenses;
- l) The Licensee agrees and undertakes to manage and conduct the said Premises so as to preserve the reputation of Licensor and the said Hotel and the Licensee shall ensure that nothing shall be done, permitted or committed contrary to any provision made by or under any statute or law for the time being in force and in particular not to use or permit the said Premises to be used for any form of unlawful activities ;
- m) The Licensee shall not make any alterations or additions to the said Premises including construction of loft, without the prior written permission of Licensor. However Licensor will not unreasonably hold any such request of the Licensee. The Licensor will provide the Licensee with an appropriate place on the roof or basement of the building for a dish antenna, installing outdoor split air-conditioning unitssubject to applicable laws, rules and regulations, to enable the Licensee to operate its communication equipment, on monthly payment of mutually agreed rent between the parties.
- n) The Licensee shall not alter the original colour of the outside of the said Premises or the facade and front elevation or sun-screens on the exterior nor paste any bills, advertisements, posters, notices, cuttings, etc. on the glasses, nor permit the same to be made, affixed or altered or erected in any circumstances;
- o) The Licensee agrees and undertakes to forthwith remove or cause to be removed any goods, articles or exhibits exhibited or exposed for sale or being sold in the said Premises which in the opinion of the Licensor are obnoxious, obscene or undesirable.
- p) The Licensee shall not hold any auction, bids or such other activities at the said Premises without prior written consent of the Licensor.
- q) The Licensee agrees and undertakes not to display, affix, paint or exhibit any name or writing or anything upon the exterior of the said Premises without obtaining prior written consent of the Licensor. The Licensor will allow the display of the name, signage and branding of the Licensee at designated places as specified by the Licensor and installing Totem pole signage at designated places.
- r) The Licensee agrees and undertakes not to do any act or omission which result in any nuisance or annoyance being caused in the said Arcade or to the neighbouring areas.
- s) The Licensee agrees and undertakes that it will make reasonable efforts to not employ for work or otherwise allow any person at the said Premises who is not of good character and behaviour and/or suffering from any contagious, infectious disease or is not suitably attired or otherwise unsuitable to be seen in a modern The Grand Plaza.
- t) The Licensee agrees and undertakes that all its agents and employees and customers shall use route or passage to go to or come out of the said Premises or any toilet or wash-


Licensor




Licensee




room as it stipulated by the Licensor for use by persons working at the said Premises, the Licensee shall further ensure that no employee of the Licensee shall generally loiter, assemble, gossip in the common area of The Grand Plaza or in the toilet or washroom stipulated for them, if the Licensee is put to notice of the same the Licensee shall take immediate steps to rectify the same and or to remove or replace such employees from the said Premises.

- u) The Licensee agrees and undertakes not to do or permit to be done any act which may invalidate or in any way affect the insurance of the building or property wherein the said Premises is located;
- v) The Licensee agrees and undertakes not to throw dirt, rubbish, garbage, refuse or permit the same to be thrown by their Employees/Agents in the said Premises or in the verandah or the passage, corridor or in any other portion of the Said Premises ;
- w) The Licensee agrees and undertakes not to stack garbage, packing material, goods, material outside the said Premises.
- x) The Licensee agrees and undertakes to remove all garbage/ packing materials/ other goods from the said Premises outside the Said Premises at its own cost. The Licensor will intimate the designated area for the disposal of such garbage.
- y) Not to store or cause to be stored any hazardous, combustible or dangerous goods in stipulated space nor use any gas, kerosene or electric stove or appliances for preparing any food or beverage item or for any other purpose (with the exception of coffee/tea machine or a microwave oven which is permitted for day to day use).
- z) In the event of any damage being caused to the said Premises or any property of Licensor or Said Premises by the Licensee or his servants, agents, customers upon the said Premises or as a result of the use of the said Premises for unauthorized purposes, the Licensee shall at its own expense make good all such damage and in the event of his failure to do so within 15 (fifteen) days after intimation of such damage or injury by the Licensor to the Licensee, Licensor may make good such injury/damage and the Licensee shall indemnify Licensor against all such costs and charges and expenses in respect thereof.
- aa) The Licensee shall ensure that none of the staff of the Licensee shall intermingle with the staff of Licensor or The Grand New Delhi. The employees of the Licensee shall not carry on any activity, which is construed by Licensor as unjustified, unfair and illegal activity in and around the Said Premises. The Licensee further undertakes that none of its employees will indulge into any such activities, which may interfere or hinder in the activities of Licensor nor shall the employees of the Licensee carry out any slogans, demonstrations either directly or indirectly inside the said Premises or outside the main entrance of The Grand Plaza.


Licensor




Licensee



- bb) It is the intention of the parties that Licensor does not bear any business risks of the Licensee. The Licensee hereby agrees to indemnify Licensor and save Licensor harmless against any action, proceedings, claims or demands from any person and/or entity and/or Governmental authority made against Licensor in respect of or as a result of or on account of the Licensee committing any breach of the terms and conditions of this agreement and/or, laws, rules and regulations of or any other Act or Statutory Regulations applicable to the business of the Licensee or any consequence of any act of commission or omission or default of the Licensee, its agents or employees. The Licensee hereby undertakes and agrees to pay all costs, charges and expenses which Licensor may have to pay/incur or sustain on account of any action, proceeding, claim or demand or otherwise including legal fees and expenses that Licensor may have incurred for defending itself or protecting its rights in relation thereto.
- cc) Licensor shall only provide general security for the common areas of the Said Premises and internal security of the said Premises shall be the responsibility of the Licensee. All views and decisions of Licensor as to security of the common area of the said Hotel shall be binding of the Licensee.
- dd) The Licensee shall load and unload all the furniture or fittings that may be required for running their business from the said Premises only at the Loading Dock and at the time specified by Licensor. The area of the Loading Dock and the time at which the Licensee may be entitled to use the Loading Dock may be changed by Licensor without any notice to the Licensee. It is clarified that all vehicles used by the Licensee for the purpose of bringing in or taking out of the furniture, fixtures and fittings or any other material as specified above shall only be allowed in the Loading Dock within the time specified to the Licensee and under no circumstances shall any Vehicle be allowed to be parked beyond the time so specified. If it seems that loading and unloading of the furniture's or fittings as specified above would not be complete within the time specified then the Licensee shall make a request at least an hour before the expiry of the time specified to person designated by Licensor to extend the time. Licensor may at its sole discretion extend the time for loading and unloading and if Licensor refuses to grant such extension then the Licensee shall stop all such loading and unloading and clear the Loading Dock and shall resume such loading and unloading as and when permission is granted by Licensor for loading and unloading. In the event of any dispute relating to the loading and unloading at the Loading Dock the decision of Licensor shall be final and binding.
- ee) The Licensee hereby undertakes to provide all assistance including providing necessary documents and execution of additional documents as and when required by Licensor or the bank, financial institutions or other persons with whom Licensor wishes to securitise the License Fee payable to Licensor under this agreement or otherwise raise money on the strength of this Agreement.
- ff) For purpose of execution and registration of this agreement, the applicable stamp duty, registration charges and any other related charges shall be borne equally by Licensor and Licensee.


Licensor




Licensee



gg) The Licensee shall endeavor to provide maximum banqueting and room business every year to the Licensor.

5. OBLIGATIONS OF LICENSOR

Save as otherwise provided in sub-clause (vi) & (vii) below, the Licensor shall provide, at its own cost:

- i. Housekeeping of the common area of the Said Premises and the said Hotel including cleaning and keeping in neat and tidy condition common passages, lobbies and entrances around the said Premises, janitorial, upkeep of toilets for the area common to be used by the Licensee.
- ii. Civil and other maintenance, looking after and attending to the electricity, water and sanitary fittings and pumping requirements in the common passages, lobbies and entrance around the said Premises; and
- iii. Security for the common area provided that Licensor shall not in any way be responsible in case of any theft, pilferage or loss from the said Premises,
- iv. External and internal lighting only for the common area of the Said Premises and not the said Premises.
- v. Provide 100% power back up for the said Premises, this will only be provided by Licensor only when the service provider of power fails to provide.
- vi. Provide car parking spots at additional charge of Rs.5,000/- per car per month with escalation of 15% after every three years. Number of car parking shall be 100 and it will be provided by the Licensor either at basement and/or surface car parks.
- vii. Electricity connection at one point and power load as per Licensee's requirement for internal office lighting of the said Premises and all internal wiring will be the responsibility of the Licensee.
- viii. Arrange for separate meter for recording the electricity and suitable mechanism for measuring Air conditioning consumption of the Licensee.
- ix. Provide Air conditioning to the said Premises, during the office Hours and such other times as may be required by the Licensee (upon prior intimation).
- x. Licensor will raise an invoice, in advance for the respective month, for all amounts payable by the Licensee to Licensor under this agreement.
- xi. The Licensor hereby represents and warrants that:
 - a) it is the sole and absolute owner and is seized and possessed of or otherwise well and sufficiently entitled to the said Premises and has full authority and absolute right to enter into this Agreement and the rights granted under this Agreement in favour of the Licensee;
 - b) the lenders to whom the said Premises have been mortgaged to have no objection to the Licensor providing the said Premises to the Licensee per the terms of this agreement; Licensee will fully facilitate in executing the documents, if any, required by the lenders without any financial obligation

Licensor



Licensee




except to the extent of license fee, maintenance fee and other charges payable by licensee under this agreement.

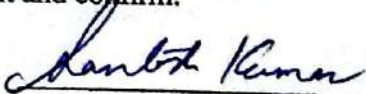
- c) it has not entered into any agreement for the sale and transfer of the said Premises with any other party or created any tenancies or licenses or inducted or agreed to induct any new occupants in the said Premises or any part thereof at the time of signing of this agreement except for the existing Licensee as specified in Annexure I
- d) it has not received any notice (express or constructive) of violation of law or municipal ordinance, order or requirement having jurisdiction, or affecting the said Premises or any part thereof as at the date of signing of this agreement;
- e) it shall pay all applicable present and future property tax in respect of the said Premises, including any increases thereof.
- f) it shall dismantle the existing fit outs and handover vacant possession of the premises within 15 days of signing this agreement.
- g) it shall ensure peaceful enjoyment, use and occupation of the said premises by the Licensee at all times throughout the License tenure.
- h) the Licensor shall indemnify and keep indemnified the Licensee from and against all litigations, claims, actions, suits and proceedings and all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which may be incurred, levied, imposed or suffered by or exposed to or caused to the Licensee by reason of any breach, default, contravention, non-observance, non-performance or an act of omission or commission by the Licensor of any terms of the Agreement.
- i) The Licensor shall also promptly refund the Licensee for payments of any claims/taxes/charges/any other amounts that are the obligations of the Licensor but instead paid by the Licensee to ensure that it is in a position to peacefully occupy and use the said Premises. The Licensee shall provide reasonable notice in writing to the Licensor about these payments prior to making the same.
- j) The Licensor shall obtain and keep in force all permission and licenses etc. which may be required by law for occupation of the said Premises at all times and shall keep the Licensee indemnified in this respect.

6. OWNERSHIP OF THE SAID PREMISES

- a) It is agreed and understood by the Licensee that the Licensee does not and will not have any proprietary rights in the said Premises and that neither the Licensee nor its agents and servants nor its lenders or creditors (whether secured or unsecured) and any other party shall have any claim right title and interest therein in any manner whatsoever, other than the right to peaceful use and occupation of the said Premises on leave and license basis in accordance with the terms of this Agreement.
- b) It is clarified and agreed by and between the parties hereto that save and except the mere right as a Licensee that has been granted under this Agreement no right, title and interest including tenancy rights in respect of the said Premises are intended and/or created in favour of the Licensee which the Licensee both hereby admit and confirm.


Licensor




Licensee




- c) The Grand Plaza (Arcade) including the entrance to it shall at all times be under the exclusive possession control and management of the Licensor and shall remain open during Office hours or such other time as the parties hereto may request from time to time, the Licensee shall merely have the right to avail of the facilities during hours specified in this Agreement or such other time as the parties hereto may agree from time to time.
- d) The Licensee shall not enter into any agreement with its lenders or any person by virtue of which such lender or any person has an interest in the said Premises.
- e) Licensor has informed the Licensee that the said Premises has been mortgaged/charged to its lenders.
- f) Licensor shall have the right to sell, transfer, assign, mortgage or in any other manner encumber the whole or part of the Premises without any consent to the Licensee provided that this does not affect the rights of the Licensee in any manner and further provided that, in such an event the Licensor shall cause the purchaser, transferee, assignee, mortgagee or charge, as the case may be, to recognize the license hereby granted and to acknowledge in writing the rights of the Licensee to continue to use and occupy the said Premises in accordance with the terms of this Agreement including the Licensee's right to recover the Security Deposit from such other party in case of a transfer/assignment. All cost and expenses arising due to such transfer of interest in favour of the third party shall be borne by the Licensor. The Licensor shall give the Licensee prior written notice of 15 days of such sale, transfer, mortgage, charge, as the case may be, of the said Premises, or any part thereof;
- g) The said Premises shall not be deemed to be in exclusive possession of the Licensee and the Licensor may at any time enter into the said Premises with reasonable prior intimation of at least 48 hours to the Licensee.
- h) Prior to commencement of the construction of interior designing work by the Licensee, drawings by the Licensee prepared in accordance with the guidelines and parameters provided by the Licensor shall be submitted to the Licensor for approval and co-ordination. The Licensor shall grant its approval and suggestions within 15 days of Licensee submitting its drawing beyond which drawing shall be deemed to have been approved by the Licensor and the Licensee shall commence construction of interior works.
- i) The Licensor undertakes/covenants that the ground floor and the first floor of the said Premises, will be used for business/commercial purpose only.

7. TERMINATION:

- A) In the event the Licensee fails or neglects or is unable to pay to Licensor, the License Fees payable under clause 3 read with Clause 4(b) of this Agreement and/or amendment

Damoda Tiwan
 Licensor



Santosh Kumar
 Licensee



agreement/s (if any) ("amount in arrear") or commits a breach of any of the terms of this Agreement and/or amendment agreement/s, if any, willfully or otherwise, then Licensor may give a notice in writing to the Licensee to pay up the amount in arrears or remedy the breach and if the Licensee fails to do so within a period of 30 days from the date of service of such notice, Licensor may terminate the Agreement after giving a further notice of 15 days. In the event Licensor gives notice in writing to the Licensee to pay up the amount in arrears and or to rectify the breach and the Licensee pays up the amount in arrears and rectifies the breach the parties hereto shall carry on with their respective rights and obligation as if there was no such breach. However if the Licensee fails to pay up the amount in arrears for the second time in a year or commits any breach which was committed earlier for which notice has been given, Licensor may terminate this agreement without issuing any further notice to the Licensee. However, such termination as specified in this sub-clause shall not limit other rights that the Licensor may have under Agreement under any law in force or under equity.

B) This Agreement shall stand terminated automatically in the event of:

- i) the licensee default consecutive three Months in payment license fee, maintenance fee and other charges to the licensor
- ii) expiry of 108 Months from the Licensee Commencement Date, or
- iii) Licensee being ordered to be wound up (except any winding up in course of amalgamation or merger); or
- ii) Provisional liquidator or receiver being appointed in respect of all the assets of the Licensee; or
- iii) if Licensee enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compound with their creditors or take or suffer any similar action in consequence of debt; or
- iv) Licensee becoming insolvent

(C) The Licensee have agreed with Licensor to carry on its business from the said Premises, for a period of 108 months, from Licensee Commencement Date. At any time after a period of 36 months from the License commencement date (Lock in period) the Licensee or Licensor shall have the liberty to terminate the agreement by giving at least 06 months prior written notice to Licensor or Licensee. The Licensor shall be locked in for 36 months and cannot terminate the agreement except as specifically provided in this agreement. In case the Licensee terminates the agreement during the Lock in period it shall be liable to pay the Licensor License fees for the unexpired Lock in period except in case of breach of agreement by the Licensor or Force majeure condition, the Licensee may terminate agreement as provided in this agreement without paying License fee for the unexpired Lock in period.

(D) Upon termination or determination of this Agreement for whatever reason:

- i) The Licensee shall forthwith remove and take away the furniture, fixtures and fittings from the Said Premises or if wished by Licensor to retain the furniture, fixtures and fittings ; the Licensee may sell them to Licensor at a price to be

Damodar Tewari
Licensor



Lantosh Kumar
Licensee



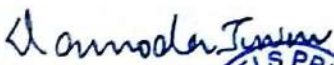
mutually agreed upon between the parties hereto. However, if any sum of money is due and payable to Licensor as Fees under Clause 3 read with Clause 4(b) or of this Agreement, pursuant to any other clause then Licensor may, at its discretion, exercise lien over the furniture, fixtures and fittings lying in the Said Premises and


- ii) Irrespective of whether any sum is due and payable by the Licensee to Licensor whether or not, as License Fees under Clause 3 or any other Clause of this Agreement, all permanent fittings, fixtures fitted or embedded including light fixtures, wiring, flooring and glass fittings at the Said Premises shall be retained by Licensor.

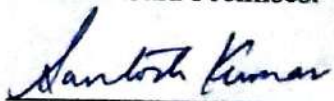
8. EFFECT OF TERMINATION:

Upon this agreement being terminated and/or rescinded:-

- (i) In case of termination for any reason whatsoever the Security Deposit plus the un-used portion of the License Fees ("Advance Rental") lying with the Licensor shall be adjusted against any dues of the Licensee arising due to failure on the part of the Licensee to pay the License Fee and any accrued interest thereon, or due to breach of any other terms and conditions of this Agreement by the Licensee whereby damages is caused to the Licensor. However, in both cases when there is an outstanding License Fees or there is a breach of any of the terms and conditions of this agreement by Licensee, the sum lying as Security Deposit is insufficient then the Licensor shall have the right to claim for further sum towards satisfaction of the License Fee or toward any other claim it may have against the Licensee. MOREOVER such adjustment from the Security Deposit Rental shall not limit any other right the Licensor may have under this Agreement, law, equity or otherwise. It is clarified that in the event of breach of any of the terms and conditions of this Agreement by the Licensee causing any loss or damage to the Licensor, the quantum of loss or damage to be mutually agreed by the Licensor and Licensee.
- (ii) Licensor shall have first charge and/or lien on the furniture, fixtures and fittings lying on the Said Premises to the extent the amounts receivable after adjusting the security deposit by it under this business arrangement whether as License Fees or otherwise.
- (iii) Subject to sub-clause (i) the Licensee shall forthwith on the date of termination remove itself out of the Said Premises. In case of damages to the Premises beyond normal wear and tear and then the Licensee shall restore the said Premises or make to good the losses for the repair of such damages.
- (iv) Subject to Clause 7 (D) and Clause 8 (i), (ii) and (vi) in the event of termination, the Licensee, its lenders or creditors (whether secured or unsecured) shall remove the furniture, fixtures and fittings belonging to the Licensee forthwith from the said Premises. It is clarified that under no circumstances the Licensee, its lenders or creditors whether secured or unsecured) shall be entitled to retain possession of or claim any right or interest of any kind of whatsoever nature over the Said Premises.


Licensor




Licensee



Such actions taken by Licensor shall not amount to any wrongful restraint or action on the part of Licensor.

- (vi) Notwithstanding anything to the contrary herein contained, in the event the Licensee is ready and willing to handover charge of the said Premises on the expiry or earlier termination of this Agreement and the Licensor does not repay the Security Deposit paid by the Licensee in term of this Agreement, then, in such event, the Licensor shall become liable to pay to the Licensee interest at the rate of 12% per annum from the date on which such amounts were refundable until the date of payment and realization thereof AND the Licensee shall also be entitled to retain the possession of the premises without use of the said premises till the Security Deposits are refunded by the Licensor. In-case the Licensee continue to use and occupy the said Premises it shall pay License Fee in terms of this agreement for the period for which the said refund or repayment with interest is delayed. Such staying over by the Licensee in the said Premises shall not constitute default by the Licensee under this Agreement.

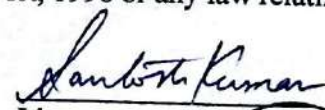

9. FORCE MAJEURE

No party shall (provide it complies with the provisions of this clause) be deemed in breach of this Agreement or otherwise liable to the other party for any failure or delay in performance by it of any its obligations under this Agreement if any to the extent that the delay or non-performance is due to Force Majeure. If a party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure that party shall immediately given written notice to the other of the nature and extent of the circumstances giving rise to Force Majeure. The operation of this Agreement shall be suspended during the period (and only during the period) in which the Force Majeure continues and any time periods in this Agreement shall be extended accordingly. The party claiming to be prevented or delayed in the performance of any obligations under this Agreement by reason of Force Majeure shall use all reasonable endeavors to bring the Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the Force Majeure. Immediately after the end of the event of Force Majeure, the affected party shall given written notice to the other that the Force Majeure has ended and resume performance of its obligations under this Agreement.

10. ARBITRATION:

If any question of difference or claim or dispute arises between the parties hereto touching these presents or the construction thereof to rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration to be held at New Delhi. The reference shall be to a single arbitrator to be mutually agreed to between the parties. The arbitrator shall determine the procedure and need not give any reasoned award. The Arbitrator/s shall have summary powers as also the powers to grant interim and ad-interim reliefs. The parties agree to abide by the decision of the Arbitrator, which shall be final and binding. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any law relating


Licensor



Licensee


to arbitration in force at the time of such reference. The arbitration proceedings shall be conducted in the English language.

11. NO WAIVER:


The failure of any party to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any of such provisions or the relinquishment of any such rights but the same shall continue in full force and effect.

12. MISCELLANEOUS CLAUSES

- a) The Licensee will inform the Licensor in case the premises is required to be used beyond 20:00 Hrs. Any security and responsibility of operation of the said Premises after said hours will be the responsibility of Licensee.
- b) It is clearly agreed and understood that save and except granting a mere leave and license, this Agreement does not, nor is intended in any manner to be construed so as to create, confer or grant any lease, tenancy, sub-tenancy, any right, title, interest of any nature whatsoever into or upon the said Premises in favour of the Licensee.
- c) It is clearly understood by the parties hereto that the entire responsibility of carrying on the business from the said Premises shall be that of the Licensee. Licensor shall not be responsible for the bad debts or the creditors of the Licensee. In the event any creditor or person including all Governmental Tax Authorities having any claim against the Licensee lodges a claim against Licensor or joins Licensor in any proceeding then the Licensee shall indemnify Licensor against all loss injury or damage including Legal Fees and expenses that Licensor may suffer. This clause shall survive the termination of this Agreement.
- d) It is further agreed by and between the parties hereto that nothing herein contained shall be construed as a partnership, joint venture or association of persons between the parties.
- e) The Licensee undertakes that while operating from the said Premises the Licensee shall not make any representation to any person by virtue of which it would be construed that Licensor has entered into any partnership, joint venture or arrangement of similar nature with the Licensee and Licensor shall in any way be responsible for the action or dealing of the Licensee.
- f) The Licensor shall have the right to create charges/mortgages as and by way of first charge on its land, here deterrments, premises and buildings including the said Premises constructed or to be constructed at the Unit or at the said Hotel in favour of any person including financial institutions and banks as security advanced to Licensor for any purpose.


Licensor




Licensee



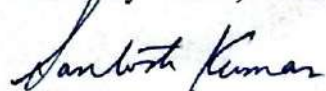
- g) Notwithstanding anything hereinabove contained it is expressly agreed and understood that in the event, before expiry of this agreement, if any amendment and/or any modification is made to The Delhi Rent Control Act, 1958 or any other enactment, circular or any other legislation is passed by any appropriate authority disentitling Licensor from evicting and/or removing the Licensee and / or any person in occupation from the said Premises, then in such an event the Licensor shall have a right to terminate the Agreement by giving 30 days written notice to the Licensee. Pursuant to such termination the Licensee and its men, servants and agents etc. shall remove themselves and their belongings from the said Premises and every part thereof, provided however that this is without prejudice to the remedies which the Licensor may have against the Licensee hereunder. The intention being that no right or interest of any nature whatsoever, is agreed to be created or intended to be created by the Licensor in favour of the Licensee save and except the bare license and permissive use of the said Premises hereby granted on a temporary basis.
- h) It is agreed by the Licensor and the Licensee that the Licensor shall get this Agreement registered with the Competent Authority as required under the Act, if required by law. The Licensee & Licensor shall bear equally all the cost of the Stamp Duty, Registration fee, and all miscellaneous expenses that may be incurred for such purposes. The Licensor shall submit the actual cost of Stamp Duty, Registration fee, and all miscellaneous expenses to the Licensee and Licensee shall remit / reimburse 50% of that cost to the Licensor before the scheduled date of registration.
- i) The Licensee represents and warrants that the Licensee is a validly constituted company incorporated under the laws of India (or as the case may be), is in good standing, is authorized to carry on its business and has full power, capacity and authority to execute, deliver and perform this Agreement.
- j) The Licensee, its officers, directors and shareholders have taken all action necessary (corporate, statutory or otherwise) to execute and authorize the execution, delivery and performance of this Agreement.
- k) Licensor represents and warrants that Licensor is a validly constituted Company incorporated under the laws of the India, is in good standing, is authorized to carry on its business and has full power, capacity and authority to execute, deliver and perform this Agreement;
- l) Licensor, its officers, directors and shareholders have taken all action necessary (corporate, statutory or otherwise) to execute and authorize the execution, delivery and performance of this Agreement.

13. NOTICE:

- a) Any notice required or permitted by this Agreement to be given by Licensor to the Licensee, shall be in writing and shall be addressed to Mr. Santosh Jha, Head – Corporate Real Estate of M/s Hero MotoCorp Ltd. at 34, Community Centre, Basant


Licensor




Licensee



Lok, Vasant Vihar, New Delhi 110057, or at such address the Licensee may, from time to time, designate to Licensor in writing. Any notice, required or permitted by this Agreement, to be given by the Licensee to Licensor shall be in writing and shall be addressed one to Mr. Rajesh Rustagi, Group CFO & Company Secretary at Unison Hotels Private Limited, Plot No.2, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi 110070 or at such other address as may from time to time, be designated to the Licensee in writing by Licensor.

- b) All notices required and permitted under the provisions of this Agreement or by law to be served upon or to be given to a Party by any other Party shall be in English language and shall be deemed duly served or given:-

(i) on the date of service, if served personally or sent by facsimile transmission with appropriate confirmation of or receipt; or

(ii) on the 7th day after service, if sent by an reputed courier to the address given above or such other address as may be notified by the parties hereto.

14. VARIATIONS:

No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby. No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion.

15. ENTIRE AGREEMENT:

This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

16. CONFIDENTIALITY

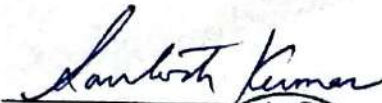
Save and except if required by Government, any Courts of Law, or its employees, legal advisors, auditors and other consultants the Licensee shall refrain from disclosing the contents and nature of these presence or any other information received by it from the Licensor.

17. SEVERABILITY/ SUPERCESSION

- i) If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- ii) This agreement super cede all previous agreements, understanding and correspondence exchanged between the parties.


Licensor




Licensee



18. CONSIDERATION-FREE PERIOD

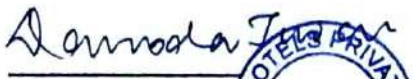
The Licensee shall be given a consideration-free period of 60 Days from the License Commencement Date for doing Fit-outs at said premises. Although it is envisaged that Licensee shall strive to complete its entire interior fit-out works in accordance with the Design Handbook and the business must be opened within maximum period of 150 days from the License Commencement Date.

19. JURISDICTION:

The Courts at Delhi shall have exclusive jurisdiction to try all suits or proceedings, matters or things in connection with the business arrangement.


IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
by LICENSOR


Damodar Tiwari
Authorized Signatory



in the presence of:

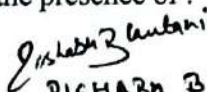
1. 
TANUJ BANSAL
S/o Mr. Vinay Kumar Bansal
H/O 14 NIMRA COLONY, ASHOK VIHAR, PH-4, DELHI-52.
A.M.-925156955117
- 2.

SIGNED SEALED AND DELIVERED
by LICENSEE


Santosh Jha
Head- Corporate Real Estate



in the presence of:

1. 
RISHABH BHUTANI
S/o Sh. Baldev Raj Bhutani
291, Dr. Mukherjee Nagar, Delhi-110009
 - 2.
- DL P08122004419613

Licensor

Licensee

10.

Reg. Year
2019-2020

Book No.

1



Ist Party



IInd Party



Witness

Ist Party

UNISON HOTELS PVT. LTD. THRU DAMODAR TIWARI

IInd Party

HERO MOTOCORP LTD. THRU SANTOSH JHA

Witness

TANUJ BANSAL. RISHABH BHUTANI

Damodar Tiwari Certificate (Section 60)

Registration No. 901 in Book No. 1 Vol No 932

on page 1 to 24 on this date

21/02/2019 3:16:22PM

day Thursday

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Date 21/02/2019 15:35:04



Tanuj
Sub Registrar
SR VIIA Sarojini Nagar
New Delhi/Delhi



Rishabh Bhutani



19852691901

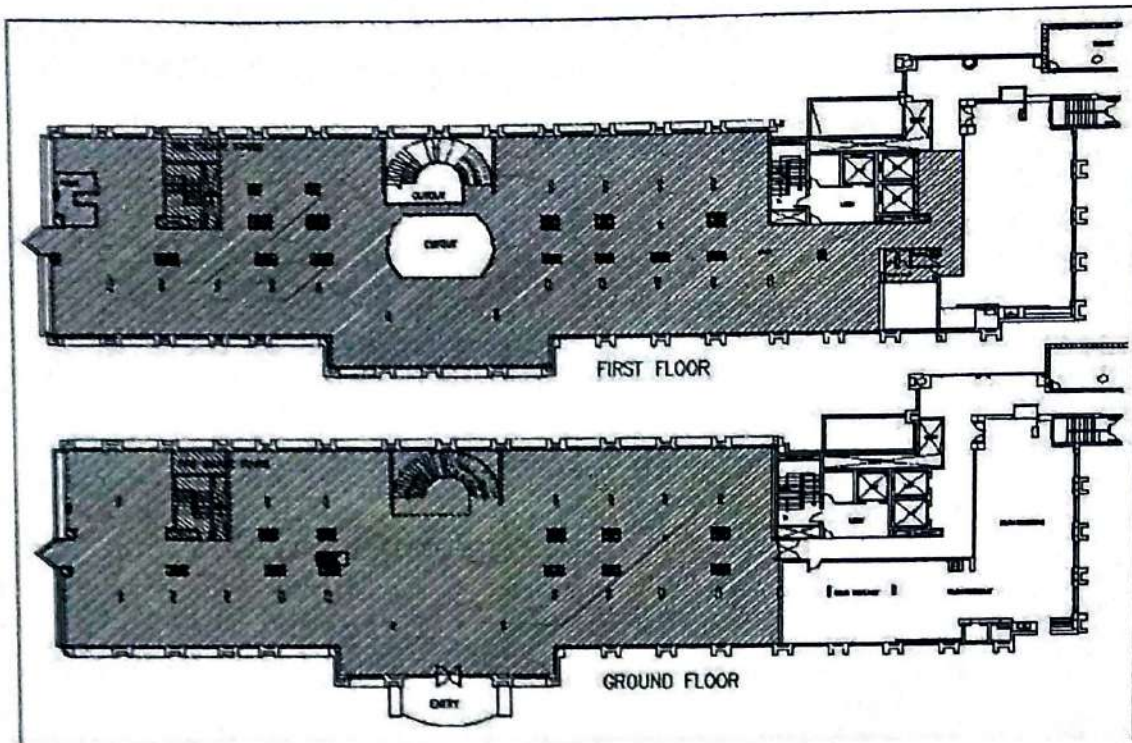
Revenue Department NCT of Delhi

DORIS

NIC-D

ANNEXURE I

Total Usable Area: 22,516 sq. ft. (including circulation Area) as marked in drawing below.



Santosh Kumar
Licensor



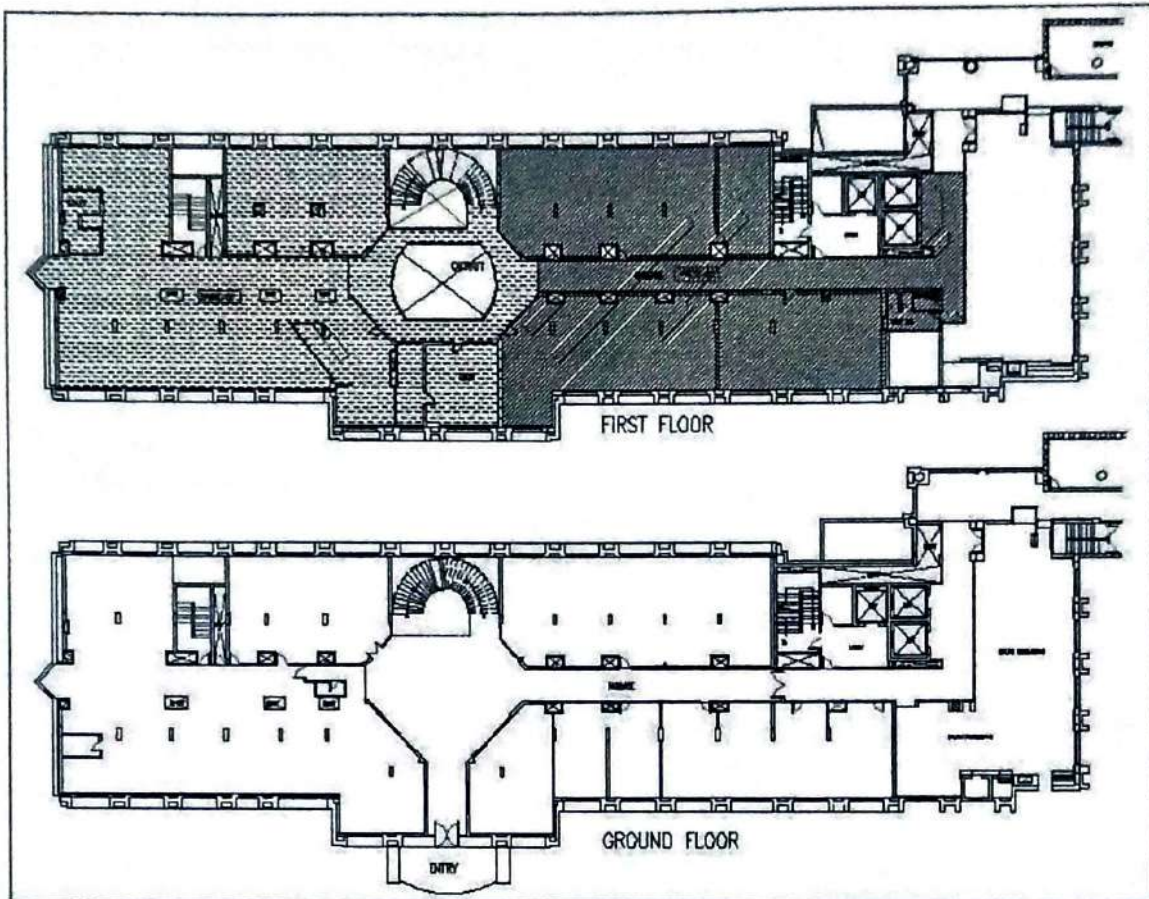
Santosh Kumar
Licensee

PHASE I

Usable Area: 16,930 sq. ft. (including circulation Area).

PHASE II

Usable Area: 5,586 sq. ft. (including circulation Area).



Sanjay Kumar
Licensor



Sanjay Kumar
Licensee

ANNEXURE II

SCOPE OF MAINTENANCE SERVICES

- (a) Backup for internal power and such other electricity requirement as and when needed by the Licensee, through provision of standby electrical generator - sets. Any additional load required by the Licensee shall be provided by the Licensor / Maintenance Agency (subject to availability) on payment the actual costs incurred. Power Backup charges will be at cost basis.
- (b) The Licensor / Maintenance Agency shall provide chilled water supply for air conditioning (in common areas and within Said Premises) during the time set out in this Agreement.
- (c) The Licensor / Maintenance Agency shall provide fire detection and fighting systems, maintain landscapes and provide horticulture, cleaning, housekeeping, maintenance of sewage systems and maintenance of the common areas and facilities and the external façade of the Building, however, it is further clarified that maintenance of fire alarm system and smoke detector systems within the Said Premises shall be the responsibility of the Licensee. The common area includes atrium, lift lobbies, basement parking and service areas, stairs, terrace, shafts, courtyard etc.
- (d) The Licensor / Maintenance Agency shall run, maintain and service all electro-mechanical equipment installed in the Building viz. service / passenger lifts, pump sets, cables, machinery and equipment installed and transformers, etc.
- (e) The Licensor / Maintenance Agency shall provide for effective security services for the security of the Building. It is clarified that the maintenance of the areas inside the Said Premises shall be the sole responsibility of the Licensee. The Licensee shall be entitled to appoint security guards for the security of areas within the Said Premises.
- (f) The Licensor / Maintenance Agency shall maintain the car parking spaces of building, basement, and terrace in the Building.
- (g) The Licensor / Maintenance Agency shall make the payment of insurance premium, common taxes / charges and any other outgoings as may be required from time to time with regard to the Building.
- (h) The Licensor / Maintenance Agency shall ensure that the structures of the Building including the common plants and equipment in the Building are adequately insured.
- (i) The Licensor / Maintenance Agency shall ensure proper maintenance of generators and power back-up provisioning and for that purpose may enter into annual maintenance contract with the concerned agencies.
- (j) The Licensor / Maintenance Agency shall be solely responsible to meet all obligations and laws applicable to them including labour laws.


Licensor




Licensee



- (k) The Licensor / Maintenance Agency shall provide and maintain at times specified for services 8-10 degrees Celsius (+ / -3 degrees) chilled water temperature for the AHU / FCU in the Said Premises.
- (l) Cost of water for all common purpose sand water within the Said Premises (except potable water).
- (m) Cost of all replacements / refurnishing of all electromechanical equipment installed within the Building and used for providing Maintenance Services.



Sanjay Kumar
Licensor



Sanjay Kumar
Licensee