



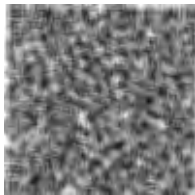
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL55895108658043R
Certificate Issued Date	: 14-Sep-2019 05:31 PM
Account Reference	: IMPACC (IV)/ dl740903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74090317532002888578R
Purchased by	: USHA INTERNATIONAL LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: USHA INTERNATIONAL LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: USHA INTERNATIONAL LIMITED
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



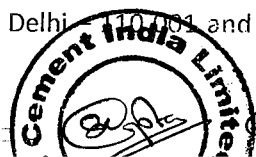
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AGREEMENT

This AGREEMENT is made and entered into on this 15th October, 2019 (hereinafter called the "Execution Date")

BY AND BETWEEN

Usha International Limited, a company incorporated under the Companies Act, 1913, represented by its duly authorized representative Mr. Prakash Narayan, having its registered office at Surva Kiran Building, 19, Kasturba Gandhi Marg, New Delhi - 110 004 and corporate office at Plot No. 15, Institutional Area, Sector 32, Gurgaon -



[Signature]

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122 001, Haryana (hereinafter referred to as "UIL" which expression shall wherever the context so admits include its successors, receivers, administrators and permitted assigns);

AND

Heidelberg Cement India Limited, a company registered under the Indian Companies Act, 1956 and having its Registered Office at 9th floor, Infinity Tower 'C' DLF Cyber City, Phase-II, Gurugram, Haryana (hereinafter called "**HCIL**", which expression shall unless it is repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) duly represented by its authorised representative and signatory.

UIL and HCIL, shall hereinafter collectively be called "the Parties" and where either one of them is referred, as UIL and HCIL, respectively.

WHEREAS:

- A. HCIL has its operations in Central India at Damoh (Madhya Pradesh), Jhansi (Uttar Pradesh) and in Southern India at Ammasandra (Karnataka). The slogan "Partners in progress" is the firm belief of the Group. This belief also drives the community development activities under Corporate social Responsibility. The dedication towards the communities around its plants and markets enables HCIL to respond more aptly to the local needs thus contributing to a heritage of conservation.
- B. UIL has infrastructure, setup and experience of running "USHA Silai Schools" throughout the country with the aim of empowering village level woman entrepreneurs by teaching sewing to village women within the community space ("**USHA Silai School Project**").
- C. HCIL has taken a step forward with aims to skill women residing around their plants on sewing and stitching skills and enable them to earn a sustainable livelihood under their community development program.
- D. HCIL represented to UIL that it is desirous of opening of a Training Center and providing training to 50 women entrepreneurs in the Center located at HCIL's Narsingarh Plant at Damoh Madhya Pradesh (**referred to herein as territory**) completely with the aim of women empowerment by teaching them sewing and stitching skills, and is willing to make use of experience of UIL in respect of imparting training skills.
- E. Parties have agreed and acknowledged that for the purposes of this Agreement, the Training cum Production Centre shall be called "HCIL-USHA Training cum Production Centre". Parties have further agreed that in the event of the scope of work being extended, in future, to HCIL's other Plants/ territories, Addendums shall be executed on the mutually agreed terms by and between the parties.
- F. HCIL and UIL have agreed to jointly set up HCIL-USHA Training cum Production Centre.
- G. With introduction of the Goods and Services Tax covered under "The Central Goods and Service Tax Act 2017, The Integrated Goods and Service Tax Act 2017 and the respective State Goods & Service Tax Act 2017 read with Allied Rules, notification and circulars (hereinafter referred to as "GST") a single tax on supply of goods and services has become applicable with effect from 1st July, 2017.
- H. Each party agrees to do all acts including obtaining valid GSTIN/ GST provisional ID, providing invoices or other documentation (such as e-waybill, transporter copy of invoice, etc.,) in such form and manner as may



be prescribed under the GST laws that may be necessary to enable or assist UIL to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any services rendered under this Agreement. Each party shall reconcile their documents related to GST and try to resolve discrepancy, if any, arising on account of matching of input credits with outward supply information.

Now, therefore, the parties agree hereinafter as follows:

1. DEFINITIONS

- a) **"HCIL-USHA Training cum Production Centre"** shall mean a school for teaching girls and women residing at nearby villages to sew and stitch which shall be operated and maintained by HCIL through Woman Entrepreneur using USHA sewing machine and UIL shall provide all requisite training and materials for running it.
 - b) **"Woman Entrepreneur"** is the person responsible for operation and maintenance of HCIL-USHA Training cum Production Centre, and is willing to teach women to sew. It is specifically agreed and understood that the Woman Entrepreneur would be an independent person and nothing in this Agreement shall be construed to give rise to any employer-employee relationship between UIL and her.
 - c) **"Equipment for HCIL-USHA Training cum Production Centre"** shall mean the Sewing Machine, its component and any other material provided by UIL and cost of which is borne by HCIL.
 - d) **"USHA Brand Supportive Materials"** shall mean the Syllabus, Sewing Machine Training Recall Manual for Repair & Maintenance, Certificates and Signage provided by UIL at its cost.
2. The Parties have mutually discussed and agreed on the name of the Training cum Production Center as **"HCIL-USHA Training cum Production Center"**.

3. HCIL-USHA TRAINING CUM PRODUCTION CENTER PROJECT

UIL will help in setting up of HCIL-USHA Training cum Production Center with a capacity to teach at least 50 women in each centre imparting sewing and stitching skills using USHA brand sewing machines. The tentative list of shortlisted villages selected for implementation is enclosed herein as **Annexure A**.

4. ROLES OF PARTIES

4.1 HCIL shall perform the following activities:

- i. Mobilize and shortlist 50 beneficiaries that have basic sewing and stitching and basic entrepreneurial skills to be a part of the intervention
- ii. Facilitate the training of women entrepreneur at one place by motivating them to converge at a common point for training
- iii. Ensuring that there is no drop-out of women
- iv. Arrangement of training venue and other support i.e. food and logistics, and travel costs of women during training
- v. Arrange cutting table, iron table and steam iron
- vi. Provide market linkage



- vii. Provide motivational and situation based support that may be required for the sustainability of the centre
- viii. Allocate proposed project cost (sewing machines, training facilitation and monitoring cost)
- ix. Overall monitoring and program management
- x. MIS and case studies sharing; and
- xi. Agreed to bear the cost as per **Annexure B**.

4.2 UIL shall perform the following activities:

- i. Designing course module for women entrepreneurs
- ii. Allocating resource person for training (2 trainers per batch for initial 15 days and 2 for refresher training for 15 days)
- iii. Allocating sewing machine mechanic for sewing machine maintenance and repair training (2 person per batch for 2 days during Initial training)
- iv. Allocation of program coordinator for 5 days each for three batches during training
- v. Certification, providing training manual to participants and signage for centre and women opening their Usha Silai School
- vi. USHA Silai School program coordinator will visit quarterly to assess the program and extend the required support.
- vii. Handholding and monitoring support to women entrepreneurs; and
- viii. Cost to be borne by UIL towards USHA Brand Supportive Materials (Syllabus/Certificates) and data profiling of women and learners in Silai School software as detailed in **Annexure C**.

5. TAXES

- 5.1 All applicable taxes, payments to staff and employees of HCIL and UIL shall be to the account of respective party and any party shall not be held liable in any manner whatsoever for the other party's staff & employees.
- 5.2 In respect of supply of sewing machines by UIL, an invoice shall be issued and submitted at Premises/Warehouse wherein the supplies are being made. However, in respect of the consultancy services being provided by UIL, an invoice shall be issued and submitted at Usha International Limited , Plot no.15, Sector-32, Gurgaon-122 001, Haryana.
- 5.3 If the payments made to HCIL are liable to Tax Deducted at Source ('TDS') under the GST provisions and Income Tax provisions, UIL would deduct TDS from the payment being made to HCIL, where applicable as per GST law. TDS Certificate or any other document as prescribed under the GST Law shall be issued by UIL.
- 5.4 In respect of the services made under this Agreement, in case such services are covered under the reverse



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- a) For the GST component applicable on HCIL, HCIL shall raise its invoice for the GST component applicable on such services, if charged in the invoice only and deposit it with the statutory authorities; and
- b) For the GST component applicable on UIL, UIL shall make the payment of the balance reverse charge component of GST directly with the statutory authorities.

6. CONSIDERATION

HCIL agrees to pay a total fees of **Rs.10,82,554/- (Rupees Ten Lac Eighty Two Thousand Five Hundred & Fifty Four Only inclusive of GST)** as detailed in Annexure B.

7. INTELLECTUAL PROPERTY RIGHTS

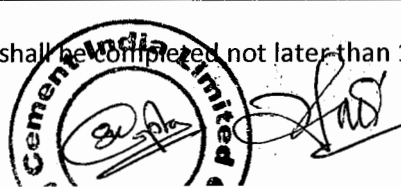
- 7.1 HCIL agrees and acknowledges that UIL is the exclusive and lawful owner of all right, title and interest in the training modules/syllabus on cutting and tailoring, embroidery and servicing under this Agreement which shall remain the exclusive property of UIL.
- 7.2 HCIL agrees and acknowledges that it shall not have any right to reproduce, make copies and/or in any manner part permission/transfer to itself or any other party, the training modules/course syllabus on cutting and tailoring, embroidery and servicing under this Agreement unless it has taken a prior written permission from UIL. Any violation of this clause shall be treated as material breach of this Agreement giving rights of termination to UIL. Such termination rights as aforesaid shall be without prejudice to the UIL's other rights or remedies under this Agreement or under law.
- 7.3 Neither UIL nor HCIL shall have a right to use the other's mark/trademark/brand /logo for any purpose other than as stated in this Agreement. HCIL acknowledges and agrees that UIL is the owner of trademark/logo USHA.
- 7.4 Neither UIL nor HCIL shall have the right to register the other's brand name or trademark for any purpose whatsoever.
- 7.5 HCIL agrees to intimate UIL forthwith if it notices any misuse/infringement of the USHA brand and/or UIL training modules/syllabus on cutting and tailoring, embroidery and servicing.

8. SCHEDULE OF ACTIVITIES

- 8.1 The timelines for various activities for implementation of the Project are agreed as follows:

S.No	Activity	Responsibility	Time Line
1.	Signing of Agreement	UIL and HCIL	15 TH October, 2019
2.	Finalizing the villages	UIL and HCIL	15 TH October, 2019
3.	Finalizing the woman entrepreneurs	UIL and HCIL	30 th October, 2019
4.	Training the woman entrepreneurs	UIL and HCIL	11 th November, 2019
5.	Starting of training cum production center	UIL and HCIL	11 th Novemeber, 2019

- 8.2 The above activities shall be completed not later than 12 months from date of signing of the Agreement.



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- 8.3 Any change in the above time lines will have to be mutually agreed in writing by the parties at least 2 (two) weeks prior to the concerned timelines.

9. TERM AND TERMINATION

- 9.1 This Agreement shall be in force for a period of one year from 15th October, 2019 (**the Effective Date**) till 14th October, 2020 and can be extended for further term based on mutual agreement of the Parties.
- 9.2 If at any time either party is unable or unwilling to continue with the Agreement, then the concerned party shall notify the other party in writing and on completion of one (1) months after such written notice, this Agreement shall be automatically terminated.
- 9.3 Upon the expiry/early termination of this Agreement for any reason whatsoever:
- (i) HCIL shall pay to UIL, all sums already due against HCIL in accordance with the terms, conditions and provisions of this Agreement of which payment has not been made (including interest due on late payments);
 - (ii) Both the parties shall cease using in the course of its business and at all times trade names, trademarks, Product names, symbols, logo or slogans owned or adopted exclusively by UIL;
 - (iii) Both the parties shall thereupon cease to represent itself as being in any way associated with the other;

10. OWNERSHIP

A. EQUIPMENT

- 10.1 All the Equipment supplied by UIL to HCIL shall be the property of HCIL.
- 10.2 Each party shall be responsible for keeping its respective property insured against theft, damage and all other risks and costs.

B. USHA Brand Supportive Materials

The USHA Brand Supportive Materials shall remain the property of UIL. HCIL agrees not to misuse, sell, transfer or alienate the USHA Brand Supportive Materials provided by UIL.

11. CONFIDENTIALITY

Each Parties undertake and agree to:

- (a) only use the Confidential Information (including but not limited to all information marked "Confidential" by either party) for the purposes envisaged under this Agreement and not to use the same for any other purpose whatsoever;
- (b) ensure that only those of its officers and employees who are directly concerned with the carrying out of this Agreement have access to the Confidential Information on a strictly applied "need to know" basis and are informed of the secret and confidential nature of it;



- (c) keep the Confidential Information secret and confidential and shall not directly or indirectly disclose, publish, transfer, disseminate, copy or permit to be disclosed the same to any third party for any reason without the prior written consent of the Disclosing Party.

The obligations of confidentiality referred to above shall not extend to any Confidential Information which:

- (a) is or becomes generally available to the public otherwise than by reason of breach by a Recipient Party of the provisions of this Clause;
- (b) is known to a Recipient Party and is at its free disposal (having been generated independently by the Recipient Party or a third party in circumstances where it has not been derived directly or indirectly from the Disclosing Party's Confidential Information);
- (c) is subsequently disclosed to the Recipient Party without obligations of confidence by a third party owing no such obligations to the Disclosing Party in respect of that Confidential Information;
- (d) is required by law/courts/authority to be disclosed (including as part of any regulatory submission or approval process) and then only when prompt written notice of this requirement has been given to the Disclosing Party so that it may, if so advised, seek appropriate relief to prevent such disclosure provided always that in such circumstances such disclosure shall be only to the extent so required and where practicable shall be subject to prior consultation with the Disclosing Party with a view to agreeing timing and content of such disclosure.

The obligations of the Parties under this Clause shall survive the expiration or termination of this Agreement for whatever reason.

12. DISPUTE RESOLUTION

In case any dispute arises between the Parties with respect to the Agreement, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 15 (fifteen) days from the date of arising of such dispute, either Party to the dispute may refer the dispute to courts of Delhi.

13. JURISDICTION

This Agreement will be subject to the jurisdiction of Delhi.

14. ASSIGNMENT

Either party shall not assign or delegate its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any attempted assignment or delegation without prior written consent of the other party shall be null and void.

15. MODIFICATION

No modification of this Agreement shall be valid unless made in writing and signed by each of the parties hereto.

16. ENTIRE UNDERSTANDING

This Agreement sets forth the entire understanding between the Parties and supersedes and cancels all prior discussions and negotiations or Agreements, express or implied, written or oral, between the parties with respect to the subject matter hereof.



17. **INTERPRETATION**

Headings have been included for convenience only and shall not be used in construing any provision herein.

18. **SURVIVAL**

Confidentiality provisions of this Agreement shall survive termination.

19. **WAIVER**

The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either Party, either express or implied, of any breach of these terms or conditions shall be construed as a waiver of any other term or condition.


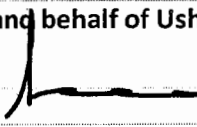
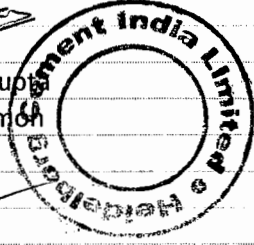


20. **FORCE MAJEURE**

Neither Party shall be liable to the other for delay in performing or failure to perform any of its obligations hereunder if, and to the extent that such delay or failure to perform, is due to any cause beyond its control which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment. If either Party is so delayed or unable to perform its obligations as a result thereof, in whole or in part, such Party shall promptly notify the other Party thereof in writing, explaining the reason for such delay or inability to perform and shall, to the extent reasonable and lawful under the circumstances, use its reasonable endeavors to remove or remedy such cause as soon as possible.

21. **AUTHORITY**

Both the parties represent that their signatories are their duly authorized representatives and are competent to execute this agreement.

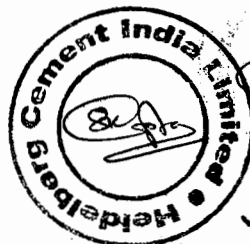
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED BY THEIR RESPECTIVE AUTHORISED REPRESENTATIVES ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

For and behalf of Heidelberg Cement India Limited	For and behalf of Usha International Limited
 Name: Mr. Sanjeev Kumar Gupta Designation: Plant Head, Damoh	 Name: Prakash Narayan Designation: Authorized Signatory
	
 in the presence of	 In presence of
(witness) Name: Mr. Chhattarpal Singh Rathod Address: Heidelberg Cement India Limited 9 th floor, Infinity Tower 'C' DLF Cyber City, Phase-II, Gurugram, Haryana	(witness) Name: Address:

Annexure A

LIST OF VILLAGES FOR SETTING UP HCIL-USHA TRAINING CUM PRODUCTION CENTRE

S.no.	Village (Nagar Panchayat)	Block	District	State
1	Narsinghgarh	Patharia	Damoh	Madhya Pradesh



Signature

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ANNEXURE - B

Cost to be borne by HCIL

S. No.	Particulars	Amount in (INR)
1	Cost of training of 50 women entrepreneurs for initial training of 15 days in a batch of 25 women each and refresher training of 20 women for 15 days	8,14,641/-
2	Cost of 25 sewing machines (22 RSM-foot motor operated machines, 2 Wonder Stitch machines and 1 Overlock machine) signage and their transportation Cost	2,67,913/-
Total cost		10,82,554/-

SCHEDULE OF PAYMENT TO BE MADE BY HCIL

Sno.	Particulars	Amount (Rs.) (Inclusive GST)	Pay by Date
1.	Payment against supply of Sewing Machines & Signage— 100%	2,38,773/-	Before the Supply of Sewing Machines & Signage.
2.	1 st Instalment - 70% of the Consultancy Service Payable	5,90,647/-	Within 01 month of signing of the Agreement
3.	2 nd Instalment - 30% of the Consultancy Service Payable	2,53,134/-	After 06 months of signing of the Agreement
	Total Cost for each Centre	10,82,554/-	



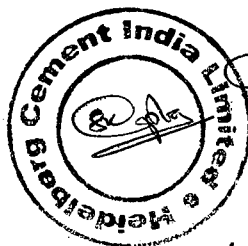
ANNEXURE-C

Cost to be borne by UIL as detailed below

Sr. No.	Main Particulars
1.	Designing and Printing of Syllabus for 50 Women Entrepreneurs (WE)
2.	Certificate designing, printing and courier for 50 Women Entrepreneurs (WE)
3.	Certificate for 200 learners (10 WE*20 learners)
4.	Women Entrepreneurs (WE) base line data profiling and data entry in Silai School Software (Manual data entry) for 50 women entrepreneurs (WE)
5.	20 Learners to enrol for training with each 10 women entrepreneurs. 20 WE are for Production Centre. Total learners 20*10 = 200 learners Base line data profiling and data entry in Silai School Software (Manual data entry)



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V. P. K.

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