



महाराष्ट्र MAHARASHTRA

© 2023 ©

CP 326954

अनु. क्र. २९९३७१ दि. ६ SEP 2024 मुद्रांकम $500 \times 2 = 1000/-$

दस्तावेज प्रकार Agreement

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिळकतीचे उद्देश

मुद्रांक विकत घेणाऱ्याचे नाव Pnemsagar Infra Realty Pvt Ltd.

पत्ता Yerrwada pure - 06

दुसऱ्या पक्षकाराचे नाव Eon-Hinjewadi Infrastructure Pvt Ltd.

हस्ताक्षर करणारे नाव व पत्ता Gunesh Dodmani Pure - 06

ज्या काळात या मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

(Signature)

उषा अंधारे (स्टॅम्प वेंडर)

मुद्रांक विकत घेणाऱ्याची सही

परवाना क्र. 2201092

विश्रंतवाडी, पुणे-१५



22 JUL 2024

प्रथम मुद्रांक लिपीक
होषागार पुणे करिता

This stamp paper forms an integral part of the trademark license agreement executed by and amongst Pnemsagar Infra Realty Private Limited and Eon-Hinjewadi Infrastructure Private Limited



महाराष्ट्र MAHARASHTRA

© 2023 ©

CP 326955

6 SEP 2024

अ. २९९३०७ दि. म. रकम. ५००x२=१०००/-

दस्तावेज क्र. ३३२५

दस्तावेज क्रमांक आता तो होय/कोही

मिळविलेले कर्ण

मुद्रांक विस्तार घेणाऱ्याचे ना. PremeSagar Infra Realty Pvt Ltd.

पत्ता. Yerwada - Pune - 06

दुसऱ्या पक्षधारचे ना. Eon-Hinjewadi Infrastructure Pvt Ltd.

हस्त लिखिते नाव व पत्ता. Ganesh Dodmari

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Accounty!

उषा अंधारे (स्टॅम्प व्हंडर)

परवाना क्र. 2201092

मुद्रांक विकत घेणाऱ्याची सही

विश्रंतवाडी, पुणे-१५



This stamp paper forms an integral part of the trademark license agreement executed by and amongst PremeSagar Infra Realty Private Limited and Eon-Hinjewadi Infrastructure Private Limited

TRADEMARK LICENSE AGREEMENT

This trademark license agreement (“**Agreement**”) is made and entered into on September 7, 2024 between:

PREMSAGAR INFRA REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having CIN U55701PN1991PTC134103 and its registered office at Tech Park One, Tower ‘E’, Next to Don Bosco School, Off Airport Road, Yerwada, Pune, Maharashtra – 411006 (hereinafter referred to as the “**Licensor**”, which expression shall, unless repugnant to the context or the meaning thereof, mean and include its successors and permitted assigns);

AND

EON-HINJEWADI INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having CIN U70102PN2005PTC139080 and registered office at Tech Park I, Tower E, next to Don - Bosco School, Off Airport Road, Yerwada, Pune - 411006, Maharashtra, India (hereinafter referred to as “**Licensee**”, which expression shall include its successors and permitted assigns);

Licensor and Licensee shall individually be referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. Licensor is the owner/author of certain intellectual property, including trademarks, trade names, service marks and tag lines, used in connection with real estate and related products and or services.
- B. Licensee wishes to obtain a non-exclusive, non-transferable and non-assignable license in respect of the intellectual property in the trademarks, trade names, service marks and tag lines more particularly stated in **SCHEDULE A** hereto (collectively the “**Trademarks**”), for use by the Licensee in connection with its business.
- C. Parties desire to safeguard, promote and maintain the goodwill and excellent reputation for quality now associated with the services sold under the Trademarks and desire to safeguard and maintain the Trademarks.
- D. Licensor, subject to the terms and conditions set forth in this Agreement, is willing to grant a license to the Licensee to use the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), and intending to be legally bound, the Parties agree as follows:

1. Definitions

“**License Fee**” shall have the meaning as set out in Clause 4.

“**Licensed Territory**” shall be the country of India and any other country in which Licensee undertakes any business or offer any services.

“**Licensee Indemnified Persons**” shall have the meaning as set out in Clause 8.

“**Licensor Indemnified Persons**” shall have the meaning as set out in Clause 9.

“**Trademarks**” shall have the meaning in **RECITAL B**, and include all the intellectual property therein.

2. Grant

- (a) The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, non-sub-licensable, and non-assignable license to the Trademarks to be used in connection with the Licensee’s business in the Licensed Territory, including in respect of the assets currently owned/operated by the Licensee as listed in **SCHEDULE B**.
- (b) All proprietary and intellectual property rights and goodwill in the Trademarks shall inure to the benefit of the Licensor and not the Licensee. The Licensee shall acquire no property rights in the Trademarks by reason of its use thereof, and if, by operation of law, or otherwise, Licensee is

deemed to or appears to own any property rights in any of the Trademarks, Licensee shall, at Licensors request, execute any and all documents necessary to confirm or otherwise establish Licensors rights therein.

- (c) Licensee shall have the right to: (i) use the Trademarks; and (ii) combine the Trademarks with a trademark, name, logo or service mark of the Licensee with prior written notification to the Licensor, subject to the provisions of Clause 3 hereof, and provided that such use does not create confusion as to the source of the services associated therewith.
- (d) Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are non-exclusive license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensors rights in the Trademark.

3. Provisions Relating to the Use of the Trademarks by Licensee

- (a) Licensee may use the Trademarks for its businesses (including for branding or naming any real estate projects developed, owned or operated by the Licensee) and on all advertising and promotional materials used in connection therewith. The Trademarks and any other trademark(s) of the Licensee may be used on the same materials in a manner not detrimental or prejudicial to Licensors ownership of and goodwill in the Trademarks.
- (b) Licensee covenants that the businesses or business activities associated with the Trademarks shall be of a high standard and quality so as to reflect favorably upon the businesses of both the Licensor and the Licensee, and the goodwill associated with the Trademarks. The Licensor, to ensure conformance herewith, shall have the right of inspection of the manner of use of the Trademarks upon reasonable notice to Licensee. If it is determined through reasonable inspection that any of the services associated with the Trademarks are not of a high standard and quality, Licensee agrees to take commercially reasonable actions in consultation with the Licensor for facilitating a return of such services to a high standard and quality.
- (c) If the Licensor notifies the Licensee that the usage by the Licensee of any of the Trademarks in combination with trademark, name, logo or service mark of Licensee is not to the Licensors satisfaction, the Licensor and Licensee shall engage in good faith discussions and agree upon appropriate modifications to the manner of use of the relevant Trademarks.
- (d) The Licensor may, upon reasonable notice to Licensee, specify the format in which Licensee is required to use and display the Trademark. The Licensee shall take commercially reasonable steps and actions within a reasonable time from receipt of such notice to ensure that the use and display of the Trademarks conforms to the format approved by the Licensor.
- (e) Every use of the Trademarks by the Licensee shall incorporate in an appropriate manner a "TM". This notice shall be amended to an "R" enclosed by a circle upon instructions received in writing from the Licensor. The Licensee shall also incorporate a notice at appropriate place that the said Trademarks are owned by the Licensor and that the same are being used by the Licensee under a license from the Licensor.

4. Terms of Payment

- (a) In consideration of the license granted under this Agreement, the Licensee hereby agrees to pay to the Licensor a monthly fee of INR 2,00,000/- only (Indian Rupees Two Lakhs only) ("**License Fee**").
- (b) The License Fee (i) is exclusive of any goods and service tax that might be leviable and payable on such fee; and (ii) shall be payable on a monthly basis in arrears within 15 (fifteen) days of receipt by the Licensee of a due and complete invoice for such fees from the Licensor.
- (c) Any goods and service tax payable on the License Fee shall be borne by the Licensee.

5. Protection of Trademarks

- (a) Licensee has agreed to be bound by the terms and conditions of this Agreement, and recognizes and acknowledges the Licensors exclusive ownership and title to the Trademarks and the value of the associated goodwill. Licensee agrees that it will not challenge the title of any rights of Licensor in and to the Trademarks in the Licensed Territory or make any claim or take any action adverse to Licensors rights therein, or challenge the validity of this Agreement. Licensee further

agrees that its every use of the Trademarks in the Licensed Territory shall inure to the benefit of the Licensor.

- (b) Licensee agrees to cooperate fully and in good faith with Licensor and to execute such documents as Licensor reasonably requests for the purpose of securing and preserving Licensor's rights in and to the Trademarks in the Licensed Territory. Notwithstanding anything to the contrary contained herein, Licensee shall not claim and assert any rights to the Trademarks outside of the Licensed Territory.
- (c) Licensor shall use reasonable efforts to obtain and maintain registrations for the Trademarks in the Licensed Territory to the extent available in accordance with the terms and conditions of this Agreement. All costs of protection and registration of the Trademarks shall be borne by Licensor.
- (d) Licensor and Licensee agree, both during and after the term of this Agreement, to cooperate fully and in good faith with each other and to execute such documents as either Party reasonably requests for the purpose of securing and preserving Licensor's rights in and to the Trademarks.
- (e) Licensor and Licensee shall each promptly notify the other of any event or action of which it obtains knowledge which might constitute any infringement, counterfeit or unfair competition with request to the Trademarks.
- (f) Licensor may take action, but shall be under no obligation to take any action, with respect to any such infringement, counterfeit or unfair competition. If the Licensor or the Licensee elects to commence any action or proceeding to protect the Trademarks in the Licensed Territory, each Party shall ensure that they cooperate fully with the other to whatever extent is necessary to prosecute such action or proceeding, but in any event all expenses (including attorney's fees) and costs incurred in any such actions or proceedings whether commenced by the Licensee or the Licensor shall be borne by the Licensor. Each Party shall keep the other advised of the status of such actions or proceedings. Recoveries in such actions or proceedings shall be for the account of the Licensor.

6. Licensor's Representations, Warranties and Covenants

In further consideration of the Licensee entering into this Agreement, Licensor represents, and warrants that:

- (a) the Licensor has the full authority and corporate power to execute, deliver and perform its obligations under this License Agreement, and has taken all corporate actions necessary to permit it to do so.
- (b) to the best of its knowledge, the Trademarks do not, as of the date hereof, infringe any contract, copyright, Trademarks or other property right of any third party in the areas and on the products with respect to which the Trademarks are actually being used by Licensor.
- (c) the Licensor is the owner and proprietor of the trademarks, tradenames and service marks listed on **SCHEDULE A** hereto in India by way of first adoption and has continuously used the said trademarks, tradenames and service marks listed in **SCHEDULE A** hereto.

7. Licensee's Representations, Warranties and Indemnity

Licensee represents and warrants that:

- (a) The execution and delivery of this Agreement and the performance by Licensee of the transactions contemplated hereby have been duly authorized by all appropriate corporate actions.
- (b) The performance by Licensee of any of the terms and conditions of this Agreement on its part to be performed will not constitute a breach or violation of any other agreement or understanding, written or oral, to which it is a party.
- (c) Licensor will not be liable for any third party infringement claims based upon Licensee's use of the Trademarks on new products or services or in new areas.

8. Indemnification by Licensor

Licensor agrees to indemnify and hold harmless the Licensee, its directors and representatives ("**Licensee Indemnified Persons**") from and against any and all claims, liabilities, costs, damages and expenses, including attorney's fees and accrued costs incurred by the Licensee Indemnified Persons in

connection with or arising from (a) any breach by Licensor of any of its covenants contained in this Agreement, and (b) any breach of any representation or warranty of Licensor contained in this Agreement.

However, the liability of the Licensor shall not singly and cumulatively exceed 50% (fifty percent) of the License Fee received from the Licensee.

9. Indemnification by Licensee

Licensee agrees to indemnify and hold harmless Licensor, its directors and representatives (“**Licensor Indemnified Persons**”) from and against any and all claims, liabilities, costs, damages and expenses, including attorney’s fees and court costs, incurred by the Licensor Indemnified Persons in connection with or arising from (a) any breach by the Licensee of any of its covenants contained in this Agreement, and (b) any breach of any representation or warranty of Licensee contained in this Agreement.

10. Validity

This Agreement shall become effective on and from September 7, 2024 and shall remain valid and subsisting until terminated in the manner contemplated below:

- (a) The Licensor and the Licensee may terminate this Agreement upon mutual written agreement;
- (b) Either Party may terminate this Agreement with 1 (one) year prior written notice to the other Party.

11. Assignment and Sub-Licensing

Neither Party shall assign its rights and obligations under this Agreement without the prior written consent of the other Party.

12. Termination for Cause

Notwithstanding anything to the contrary herein, this Agreement and all rights granted hereby, including but not limited to the Licensee’s right to use the Trademarks, may be terminated by the Licensor with written notice to the Licensee if the Licensee:

- (a) uses the Trademarks in a manner which is in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Clause 3 of this Agreement;
- (b) uses the Trademarks in a manner not expressly permitted by this Agreement;
- (c) fails to make payments in accordance with this Agreement; and/or
- (d) commits a material breach of this License Agreement,

and the Licensee fails to remedy such breach after receiving written notice of at least (i) 1 (one) month in case of sub-clauses (a) to (c) above, and (ii) 3 (three) months in respect of sub-clause (d) above, from the Licensor identifying the relevant breach and requesting the Licensee to remedy such breach.

13. Rights Upon Termination or Expiration

Upon termination of this Agreement, Licensee shall forthwith discontinue and cease to use the Trademarks and not initiate any promotional activities using the Trademarks and shall furnish a written undertaking to the Licensor to that effect within 30 (thirty) days from the date of termination of this Agreement.

14. Applicable Law and Exclusive Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India without reference to choice of law rules. The Courts of Pune will have exclusive jurisdiction in case of any dispute between the Parties with respect to this Agreement.

15. Waivers

The failure of either Party to insist upon the strict performance of the terms, conditions and provisions of this Agreement shall not be a waiver of future compliance or a waiver of any other provisions hereof.

No waiver by either Party of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of such Party.

16. Notices

Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by telex or telecopy, by facsimile, or by registered or prepaid certified mail through the postal service, return receipt requested, addressed as follows:

To the Licensor

Attention : Mr. Atul Chordia
Address : Tech Park One Tower 'E', next to Don - Bosco
School, Off Airport Road, Yerwada, Pune,
Maharashtra – 411006
Email : secretarial@panchshil.com

To the Licensee

Attention : Mr. Paresh Bafna
Address : Tech Park One Tower 'E', Next to Don Bosco
School, Off Airport Road, Yerwada, Pune,
Maharashtra, India - 411006
Email : secretarial@panchshil.com

or to such other address, and to the attention of such other persons or officers as either Party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given 3 (three) days after deposit in the mail, and if delivered by hand, shall be deemed given when delivered, and if telecopied, telexed, or sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

17. Miscellaneous

- (a) This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written, between the Parties with respect to the subject matter hereof.
- (b) No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless duly recorded in writing and signed by authorized representatives of the Parties.
- (c) If any provision of this Agreement should be invalid or inoperable, this shall not affect the validity of the remaining provisions of this Agreement. The Parties shall in such event use their best efforts to substitute for any invalid or inoperable provision a valid or operable arrangement which achieves results as nearly equivalent as possible to the invalid or inoperable provision.
- (d) Nothing contained herein shall be construed to place the Parties in the relationship of agents, partners or joint venturers.
- (e) The headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

18. Counterparts and Other Agreements

This Agreement may be executed in 1 (one) or more counterparts, each of which shall be considered an original.

[Remainder of the page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement on the Execution Date.

PREMSAGAR INFRA REALTY PRIVATE LIMITED By: _____



Name: ATUL CHORDIA

Title: DIRECTOR

By its authorized signatory

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement on the Execution Date.

**EON-HINJEWADI INFRASTRUCTURE
PRIVATE LIMITED**



By: _____

Name: FAROOKH KHAN

Title: DIRECTOR

By its authorized signatory

SCHEDULE A

List of Trademarks

1. "PANCHSHIL" (*Word per se*)
2. Label mark



SCHEDULE B

List of Assets

1. Commercial building under the name 'Panchshil Tech Park' located at Village Hinjewadi, Taluka Mulshi, District Pune.