



सत्यमेव जयते

INDIA NON JUDICIAL

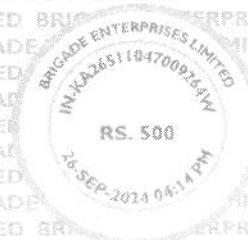
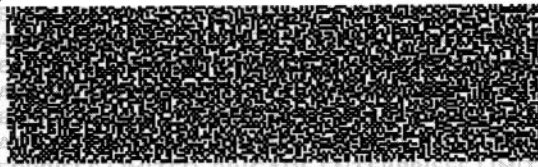
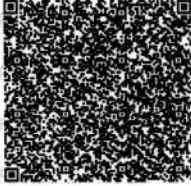
Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA26511047009264W
Certificate Issued Date : 26-Sep-2024 04:14 PM
Account Reference : NONACC (FI)/ kacrsf108/ MALLESHWARAM6/ KA-GN
Unique Doc. Reference : SUBIN-KAKACRSFL0800609825328567W
Purchased by : BRIGADE ENTERPRISES LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : TRADEMARK LICENSE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BRIGADE ENTERPRISES LIMITED
Second Party : BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Paid By : BRIGADE ENTERPRISES LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

सत्यमेव जयते

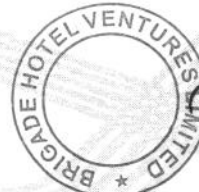


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THIS STAMP PAPER FORMS PART AND PARCEL OF THE
TRADEMARK LICENSING AGREEMENT DATED SEPTEMBER 26,
2024 BY AND BETWEEN BRIGADE ENTERPRISES LIMITED
AND BRIGADE HOTEL VENTURES LIMITED.



[Signature]



[Signature]

Statutory Alert:

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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.

TRADE MARK LICENSING AGREEMENT

BY AND BETWEEN

BRIGADE ENTERPRISES LIMITED

AND

BRIGADE HOTEL VENTURES LIMITED

DATED SEPTEMBER 26, 2024



A handwritten signature in black ink.



A handwritten signature in black ink.

TRADE MARK LICENSING AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("**Agreement**") is made on the 26th day of **September, 2024** by and between:

Brigade Enterprises Limited, a public limited company holding CIN L85110KA1995PLC019126 and having its registered office at 29 & 30th Floor, World Trade Center, 26/1, Brigade Gateway Dr. Rajkumar Road, Malleswaram-Rajajinagar, Bangalore, Karnataka, India – 560055 (hereinafter referred to as the "**Licensor**" which term shall unless repugnant to the subject or context mean and include its successors and permitted assigns) of **ONE PART**;

AND

Brigade Hotel Ventures Limited, a public company holding CIN U74999KA2016PLC095986 and having its registered office at 29 & 30th Floor, World Trade Center, 26/1, Brigade Gateway Dr. Rajkumar Road, Malleswaram-Rajajinagar, Bangalore, Karnataka, India – 560055 (referred to as the "**Licensee**" which term shall unless repugnant to the subject or context mean and include its successors and assigns) of the **OTHER PART**.

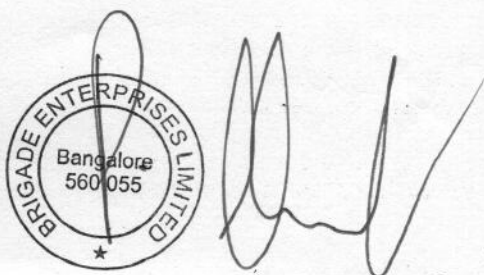
The Licensor and Licensee are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS:

- A. The Licensor is well and sufficiently entitled to or otherwise has proprietary right, title and interest in the trademark "**Brigade**" word and label as more particularly described in the **Schedule A** hereto (hereinafter referred to as the "**Trademarks**").
- B. The Licensee, a group company of the Licensor, was incorporated on August 24, 2016 with the purpose and objective of carrying on, *inter alia*, the business of building, running and operating hotels, resorts, restaurants, clubs, pubs, motels and bars ("**Business**"). The Licensee is carrying on its Business on a non-exclusive, non-binding and on a principal to principal basis.
- C. For the purpose of the Licensee's incorporation, its promoters had sought for and been granted a permission and licence to use the Trademarks in relation to the Business as well as part of the Licensee's corporate name, domain name and on, *inter alia*, its Corporate Material.
- D. Upon its incorporation, the Licensee has requested the Licensor to continue grant of the permission and licence to use the Trademarks in relation to the Business, as part of its corporate name, domain name and on its the Corporate Material on the same terms as agreed between the Licensor and the Licensee's promoters.
- E. Further to the aforesaid request from the Licensee, the Licensor agreed to grant to the Licensee a non-exclusive licence to use the Trademarks in respect of the Business, the corporate name, domain name and on the Licensee's Corporate Material on the same terms and conditions as agreed between the Licensor and the Licensee's promoters.
- F. The Parties are entering into this Agreement now to record in writing the aforesaid terms and conditions of license of the Trademarks.

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained the Parties agree as follows:

1 DEFINITIONS



- 1.1 In addition to the terms defined in the introduction to, recitals of and the text of this Agreement, the following words and terms, whenever used in this Agreement, unless repugnant to the meaning or context thereof, shall have the respective meanings set forth below:

"Agreement" shall mean this Agreement, as revised and amended from time to time in accordance with the provisions hereof.

"Brand Usage Guidelines" shall mean the guidelines as prescribed in Schedule B hereto.

"Business" shall have the meaning ascribed to it in Recital B.

"Business Days" shall mean a day, other than a Saturday and Sunday, on which banks are open for business in Bangalore, India.

"Corporate Material" shall mean stationery, letterheads, promotional and marketing material, business cards, websites, and other material in any medium for use in connection with the Business.

"Effective Date" shall mean August 24, 2016.

"Term" shall mean the term of this Agreement specified in Clause 6.

"Territory" shall mean the Republic of India.

"Third Party" shall mean any person not a party to this Agreement.

"Trademarks" shall have the meaning ascribed to it in Recital A.

1.2 **INTERPRETATION:**

In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:

- 1.2.1 any reference to a statutory provision or requirements shall include such provision and any code, regulations or practice notes made in pursuance thereof as from time to time modified, amended, replaced, re-issued or re-enacted whether before or after the date of this Agreement;
- 1.2.2 any reference to "law" includes common law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement having the force of law and are deemed to refer to such laws as amended or as in effect at the applicable time;
- 1.2.3 references to Clauses, sub-Clauses, Recitals and Annexures are to the clauses, sub-clauses, recitals and annexures to this Agreement;
- 1.2.4 any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar unless expressly stated otherwise;
- 1.2.5 unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural persons shall include bodies corporate, and the use of any gender shall include all genders; and
- 1.2.6 any reference to "writing" or cognate expressions, include any communication effected by email, facsimile transmission or other comparable means.



A large, stylized handwritten signature in black ink.



A handwritten signature in black ink, appearing to be "Anand".

2 RECORDAL OF GRANT OF LICENCE

- 2.1 The Licensors hereby confirms that, effective as of the Effective Date, the Licensors has granted to the Licensee, subject to the terms recorded in this Agreement, a non-exclusive, non-transferable, non-assignable, non-sub licensable license to use the Trademarks, (i) in relation to the Business, (ii) as part of the Licensee's corporate name, (iii) as part of a domain name extension and (iv) on the Corporate Material during the Term and in the Territory, strictly in accordance with the terms and conditions recorded in this Agreement and as per the Brand Usage Guidelines ("TM License"). In consideration for the grant of the TM License, the Licensee shall be required to pay such royalties to the Licensors as may be mutually agreed between the Parties from time to time, keeping in mind all applicable statutory provisions including applicable tax and pricing statutory provisions.
- 2.2 The Licensee shall use the Trademarks solely for the purposes mentioned in Clause 2.1 and shall not, without the prior written consent of the Licensors, use the Trademarks for any other purpose.
- 2.3 The Licensee shall not obtain any right, title, interest, claim or demand in the Trademarks except such rights as are specifically set out in this Agreement. The Licensee hereby acknowledges and agrees that any goodwill or reputation created by the Licensee's use of the Trademarks shall accrue and inure to the exclusive benefit of the Licensors.
- 2.4 For the initial 10 years from Effective Date, the Licensee shall be permitted to accrue, on its books, the royalties payable and remit the same as a lump sum at the end of the 10 year period to the Licensors. The Licensee shall be permitted to make such statutory deductions as required, prior to remitting the royalties payable to the Licensors.

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Licensee acknowledges that the Licensors is the owner and proprietor of the Trademarks and that nothing in this Agreement or otherwise, shall convey to the Licensee any right, title or interest in or to the Trademarks (other than the license granted under Clause 2.1), or affect in any way the exclusive ownership of the Licensors in the Trademarks.
- 3.2 Should any use of the Trademarks result in the Licensee acquiring or becoming entitled to any property rights or other rights, including e.g. common law trademark rights, in the Trademarks, the Licensee agrees that all such rights and the goodwill resulting there from shall automatically stand assigned, free of charge, in favour of the Licensors and the Licensee further agrees that, at a time and in a manner designated by the Licensors, the Licensee shall execute all such documents, as may be required to confirm in the Licensors any right, title and interest in, to and under the Trademarks, or any of them, that might arise out of the Licensee's use of the Trademarks.
- 3.3 The Licensee acknowledges that it holds no ownership in the Trademarks and that it shall not whether during or after the termination of this Agreement:
- 3.3.1 acquire rights in or register or attempt; or counsel, procure or assist any third party to register in any country of the world the Trademarks or any other trademark, domain name, corporate name or trade name comprising, imitating or confusingly similar to the Trademarks, in respect of any class of goods or services;
- 3.3.2 challenge the title of the Licensee in and to the Trademarks or dispute or impugn the validity of the Trademarks or the license granted hereunder and shall not counsel, procure or assist any other party to do so;
- 3.3.3 dilute, harm, misuse or bring the Trademarks to disrepute; or
- 3.3.4 create any expense chargeable to the Licensors without the prior written approval of the Licensors;



- 3.3.5 make any assignment, pledge, or hypothecation of this Agreement or its performance under this Agreement without the prior written permission of the Licensor.

4 MARKINGS, QUALITY CONTROL AND USE OF THE TRADEMARKS

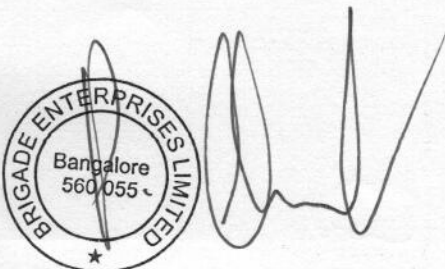
- 4.1 The Licensee shall cause to appear on or within all Corporate Material or other materials bearing the Trademarks, appropriate notices of trade mark, trade name, official mark, copyright or otherwise as stipulated by the Licensor from time to time.
- 4.2 The Licensee shall use the Trademarks always strictly in accordance with the Brand Usage Guidelines in the manner set out in **Schedule B** hereof and shall not use the Trademarks in any manner that could impair, dilute or tend to impair or adversely affect the distinctive character thereof or could deceive or cause confusion either in the trade or to the public or adversely affect the validity of same in any other way (including in any advertising, on the Internet, etc).
- 4.3 The Licensee shall allow authorized representatives of the Licensor, on a reasonable notice in writing provided by the Licensor, to visit offices of the Licensee to audit and inspect the use of the Trademarks by the Licensee and to audit the Licensee's full compliance with this Agreement.

5 INFRINGEMENT

- 5.1 The Licensee shall inform the Licensor immediately upon it becoming aware of any infringement, threatened infringement or unauthorized use in the Territory, of the Trademarks or intellectual property rights of the Licensor in the Trademarks.
- 5.2 Upon being notified by the Licensee, the Licensor shall in its sole discretion and at its own cost take actions as may be necessary against such infringement and/or unauthorised use of the Trademarks in the Territory. The Licensee further agrees not to take any steps to institute or prosecute any proceeding or action involving the Trademarks before any official board, administrative body, court, or other person or body exercising or purporting to exercise jurisdiction or control in any such matter, except with the approval of the Licensor. The Licensee agrees to provide assistance and cooperation to the Licensor in this regard at the expense of the Licensor.
- 5.3 The Licensee acknowledges and agrees that the Licensor shall have unrestricted rights to take suo moto cognizance of any infringement or unauthorized use or threatened infringement or unauthorized use of the intellectual property rights of the Licensor in the Trademarks and that the Licensor shall in such event be entitled to initiate legal proceedings, or take such other action as it may deem necessary, entirely at its own discretion without any notice to the Licensee.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 Each Party represents and warrants to the other Party that:
- 6.1.1 It has full corporate power and absolute authority to enter into this Agreement and the execution and delivery by it of this Agreement and the constituted power of attorneys who are executing this Agreement are duly authorized to do so;
- 6.1.2 This Agreement constitutes a legal, valid and binding agreement between the Parties enforceable in accordance with the terms; and
- 6.1.3 The execution and delivery of this Agreement and its consummation does not violate any law, rule, regulation or order applicable to it or by which it is bound.
- 6.2 The Licensor represents and warrants to the Licensee that:



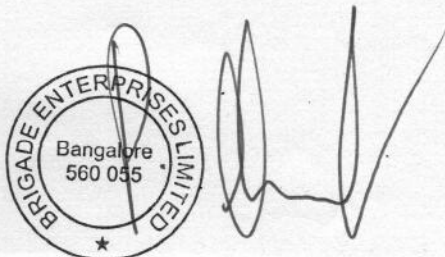
- 6.2.1 It is the owner of the Trademarks and has the right, full power and absolute authority to grant to the Licensee the right and license to use the Trademarks in the manner as specified herein;
- 6.2.2 The entry by it into this Agreement does not constitute a breach of any other agreement or understanding, oral or written, entered into by it with any Third Party;
- 6.2.3 That the Trademarks is not the subject matter of any legal proceedings instituted by any Third Party for violation/ threatened violation of their intellectual property rights and that use by the Licensee of the Trademarks in accordance with the terms of this Agreement will not infringe upon or amount to a passing off, of the intellectual property rights of any Third Party.

6.3. The Licensee represents and warrants to the Licensors that:

- 6.3.1. It shall comply with all applicable laws in the Territory in the performance of the Business and has obtained all relevant and necessary permits/consents/approvals etc.

7 TERM AND TERMINATION

- 7.1 This Agreement shall be effective as of the Effective Date and shall continue in effect unless terminated earlier.
- 7.2 Either Party may terminate this Agreement in writing, if the non-terminating party commits a breach of its material obligations under this Agreement and does not cure such breach by the expiry of thirty (30) days from the date of receipt of a notice from the non-defaulting party, complaining of such breach.
- 7.3 This Agreement shall terminate automatically if the Licensee ceases to be a group entity of the Licensors or the Licensors ceases to be in control of the Licensee, with control being understood as defined under the provisions of the relevant Indian Companies Act in force.
- 7.4 Upon termination or expiration of this Agreement, the Licensee shall forthwith and in any event, no later than ninety (90) days from such termination:
- (a) discontinue the use of the Trademarks for any purpose whatsoever including in relation to the Business, as part of its corporate name and on the Corporate Material and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former licensee of the Licensors;
 - (b) cease to use or employ any other word, name, expression or device so closely similar in sound, appearance or meaning to the Trademarks as may be likely to cause confusion or to detract from or adversely to affect the right, title or interest of the Licensors in or to the Trademarks as also any references which will indicate its connection with the Licensors. In particular, if so desired by the Licensors, the Licensee shall either return to the Licensors or destroy, without limitation, all Corporate Material and any other articles which contain the Trademarks;
 - (c) change or procure to be changed, its corporate name and/or trading style in such a manner as to delete there from the Trademarks;
 - (d) assign and transfer all the domain names registered by it in favour of the Licensors, which incorporate the Trademarks of the Licensors;
 - (e) remove or cause to be removed any reference to the said Trademarks name and/or word that may exist on its Corporate Material; and



- (f) the Licensee shall remove all the reference of Trademarks from the website maintained by the Licensee in connection with its activities and/or the business of the Licensee.

8 INDEMNIFICATION

Each Party shall indemnify and hold the other Party and its directors harmless of any loss, liability, damages, costs and expenses including reasonable attorney fees arising out of any claim or suit which may be brought or made against the other Party arising due to breach of any of the representations and warranties set forth in Clause 6 of this Agreement.

9 ASSIGNMENT

This Agreement cannot be transferred to any Third Party either directly or indirectly, totally or partially, without the other Party's prior written agreement.

10 GENERAL CLAUSES

10.1 Modifications

This Agreement is the entire and complete Agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings between the Parties, whether written or oral, and may not be modified in any way unless by means of a written addendum, signed and dated by duly authorized Representative of both Parties.

10.2 Severability

If any portion of this Agreement is found to be invalid, unenforceable, or inapplicable to any Party or circumstance, the remaining provisions as well as the application of such provisions to Party or circumstances other than those held as invalid or unenforceable shall remain in effect; and the Parties shall immediately begin negotiations to replace any invalid or unenforceable portions that are essential parts of this Agreement with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

10.3 Notification

The initial address and facsimile for the Parties for the purposes of the Agreement are:

IF TO THE LICENSOR

Address: 29 & 30th Floor, World Trade Center, 26/1, Brigade Gateway Dr. Rajkumar Road, Malleswaram-Rajajinagar, Bangalore, Karnataka, India – 560055

Attention: Mr. Om Prakash, Company Secretary

Ph No.: 9740013062

Email: omprakash@brigadegroup.com

IF TO THE LICENSEE

Address: 29 & 30th Floor, World Trade Center, 26/1, Brigade Gateway Dr. Rajkumar Road, Malleswaram-Rajajinagar, Bangalore, Karnataka, India – 560055

Attention: Mr. Amar Mysore

No.: 9008302500



Email: **amar@brigadegroup.com**

10.4 Waiver

If either Party fails to enforce any right or remedy hereunder, such failure shall not be deemed a waiver of such right or remedy; or acquiescence of a breach.

10.5 Further Assurances

The Parties to this Agreement shall at any and all times, upon reasonable request by the other Party, or its legal representative, make, execute, and deliver without charge, any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement.

10.6 Entire Agreement

This Agreement shall constitute the entire agreement and understanding between the Parties hereto regarding the subject matter hereof, and shall supersede and replace any prior agreement or understanding entered into by, or discussion, all prior and contemporaneous promises, negotiation or correspondence, written or oral, exchanged between the Parties.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 The provisions of this Agreement shall be governed by and construed in accordance with the laws of India.

11.2 Amicable Settlement:

11.2.1 Any and all disputes between the Parties arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) (a "**Dispute**") shall, so far as is possible, be settled amicably between the Parties.

11.2.2 If a Dispute arises, either Party (the "**Disputant**") may serve a written notice on the other Party ("**Respondent**") commencing a formal consultation period of 30 (thirty) Business Days within which the Dispute should be resolved (the "**Consultation Period**"). During the Consultation Period, the authorised representatives of the Disputant and the Respondent shall be obligated to promptly meet with each other and attempt to reach a resolution of the Dispute.

11.3 Arbitration:

11.3.1 If after the Consultation Period, the Disputant and Respondent have failed to reach an amicable settlement under Section 11.2, the Dispute shall, at the request of either the Disputant or the Respondents, be referred to and finally resolved by arbitration by a sole arbitrator jointly appointed by both Parties under the Arbitration and Conciliation Act, 1996 and rules thereunder ("**Rules**"), which Rules are deemed to be incorporated by reference into this Clause 11.3.

11.3.2 The seat and the place of the arbitration shall be Bangalore, India. The arbitration proceedings shall be conducted in the English language.

11.3.3 The arbitral award made and granted by the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere subject to Applicable Law.

11.3.4 All costs of arbitration shall be borne equally by both Parties. The cost of arbitration, and specifically the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the award otherwise provides.



- 11.3.5 Subject to Applicable Law, none of the Parties shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement except for the enforcement of an arbitral award granted pursuant to this Section 11.
- 11.3.6 During the period of submission of arbitration and thereafter until the granting of the award, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 11.3.7 Neither of the Parties may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other.

12 SURVIVAL

Provision in Sections 7.3, 8, 10.3, 10.5, 11 and 12 shall survive the termination of this Agreement.

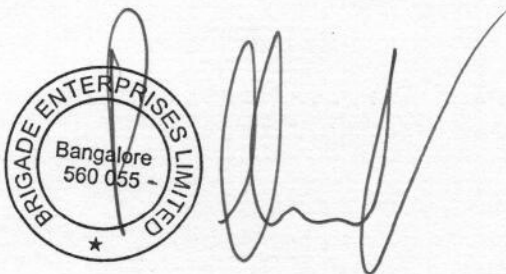
13 COUNTERPARTS

This Agreement may be executed simultaneously in counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

14 AUTHORIZATION

- 14.1 The Parties hereto hereby represent and warrant that the persons signing this Agreement on their behalf are duly authorized and empowered in accordance with their respective constituent documents to so sign and execute this document on behalf of the Parties for whom they are signing.
- 14.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between the Licensor and the Licensee and neither of them shall have any authority to bind the other in any way whatsoever other than as contemplated or provided for in this Agreement.

[Signature page follows]



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date set out above, which Agreement shall be effective on and from the Effective Date.

For **Brigade Enterprises Limited**

By: _____

Name: Om Prakash

Designation: Company Secretary & Authorized Signatory



For **Brigade Hotel Ventures Limited**

By: _____

Name: Mr. Amar Mysore

Designation: Director

