

Agreement Award



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 29/09/2024

Certificate No. AA292024117



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 121852115



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Saatvik vision ventures pvt Limited

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : Dubli

District : Ambala

State : Haryana

Phone: 89\*\*\*\*\*48



**Buyer / Second Party Detail**

Name : Saatvik green energy pvt ltd

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village: Dubli

District : Ambala

State : Haryana

Phone : 89\*\*\*\*\*48

Purpose : trade mark licence agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the “**Agreement**”) is made and entered into on this **01<sup>th</sup>** day of October, 2024 at Gurgaon (the “**Effective Date**”);

### BY AND BETWEEN:

**Saatvik Vision Ventures Private Limited**, a company incorporated under the Indian Companies Act, 2013 having registered address at Village Dubli, V.P.O. Bihta Tehsil Ambala, Ambala, Haryana, India, 133101 (the “**Licensor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **ONE PART**;

### AND

**Saatvik Green Energy Private Limited**, a company incorporated under the Indian Companies Act, 2013 having its registered address at Village Dubli, V.P.O. Bihta Tehsil Ambala, Ambala, Haryana, India, 133101 (the “**Licensee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

The expressions “**Licensor**” and “**Licensee**” shall hereinafter individually be referred to as a “**Party**” and jointly as the “**Parties.**”

### WHEREAS:

- A. Licensor is engaged in the business of solar panels and its related business activities;
- B. Licensee is engaged in the business of Production, collection and distribution of electricity generated through solar panels;
- C. Licensor is the sole and exclusive owner of all right, title and interest of the trademark(s) listed in **Schedule A** attached hereto (the “**Licensed Marks**”) and has the power and authority to grant to Licensee the right, privilege and license to use the Licensed Marks on or in association with the goods and/or services;
- D. Licensee desires to obtain a non-exclusive license to use the Licensed Marks owned by the Licensor, for the development, marketing and operation of its entire business (the “**Project**”); and
- E. Licensor has agreed to grant to the Licensee a non-exclusive license to use the Licensed Marks for the Project at all times throughout the Term of the Agreement subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and agreements set forth herein, the Parties, each intending to be legally bound hereby, do promise and agree as follows:



## 1. Grant of License

- 1.1. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee the non-exclusive right and license (the “**License**”) to use the Licensed Marks limited to the Project.
- 1.2. Licensor does not grant to Licensee, and nothing in this Agreement shall be construed as granting to Licensee, the right to license, sublicense or authorize others to use the Licensed Marks.
- 1.3. Notwithstanding anything to the contrary herein, Licensee may conduct advertising, marketing, and promotional activities using the Licensed Marks for the Project, including at trade shows, and on the internet, provided, that any such advertising, marketing, and promotional activities by Licensee are intended for and targeted at promotion of Licensee’s Project.

## 2. Ownership

- 2.1. **Acknowledgement**- Licensee acknowledges that Licensor is the sole and exclusive owner of the Licensed Marks. Except as prohibited by law, Licensee agrees that it will do nothing inconsistent with such ownership either during the Term of the Agreement or afterwards. Specifically, Licensee shall apply best efforts to use the Licensed Marks in a manner that does not deviate from Licensor’s rights in the Licensed Marks and will take no action that will interfere with or diminish Licensor’s right in the Licensed Marks. Licensee agrees that its use of the Licensed Marks shall inure to the benefit of and be on behalf of Licensor. Licensee acknowledges that the Licensed Marks are valid under the applicable law and that Licensee’s utilization of the Licensed Marks will not create any right, title or interest in said Licensed Marks. Except as permitted in this Agreement, Licensee agrees that it will not adopt or use as part or all of any corporate name, trade name, trademark, device mark or certification mark, the Licensed Marks, either alone or in combination with other words, or any other mark based on the Licensed Marks or any designation confusingly similar to the Licensed Marks.
- 2.2. **Non-Assistance**- The Licensee agrees not to apply or assist any third party to register the Licensed Marks or a confusingly similar designation anywhere in the world. If any application for registration is or has been filed by or on behalf of Licensee in any country and relates to any mark which, in the reasonable opinion of Licensor, is confusingly similar, deceptive or misleading with respect to, or dilutes or any way damages the Licensed Marks, Licensee shall, at Licensor’s request, abandon all use of such mark, and any registration or application for registration thereof and shall reimburse Licensor for all costs and expenses of any opposition or related legal proceeding, including attorneys’ fees, instigation by Licensor or its authorized representative.



### 3. Consideration

In consideration for the License granted herein, the Licensee agrees to pay to the Licensor consideration equivalent to Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand Only) along with the applicable Goods and Service Tax ("GST") as may be applicable, payable annually at the end of each financial year based on the audited balance sheet of the Licensee.

### 6. Trademark Infringement Proceedings

Licensor agrees to protect the integrity of the Licensed Marks and, accordingly, Licensee agrees to cooperate fully with Licensor in protecting the Licensed Marks, by promptly informing Licensor of any infringement or misuse of the Licensed Marks by any third party, which comes to Licensee's attention. If Licensee learns of any use by any person of a trademark or trade name similar to the Licensed Marks, Licensee shall immediately notify Licensor in writing of such use, and Licensor may elect, in its discretion, to-

- a. take such action, at its sole expense, in its own name or in the name of Licensee or join the Licensee as a party, as it in its sole discretion deems required, and to retain all amounts awarded as damages, profits or otherwise in connection with such actions, or
- b. grant Licensee the right to take such action, at Licensee's own expense, and by attorneys of Licensee's choice, as Licensee in its sole discretion may deem advisable, including the right to sue for infringement.

### 7. Representations and Warranties of Licensor

Licensor hereby represents and warrants as follows:

- a. Licensor owns all right, title and interest to the Licensed Marks, free and clear of any liens or encumbrances;
- b. To the knowledge of Licensor, there is no unauthorized use, disclosure, infringement or misappropriation of any of the Licensed Marks by any third party; and
- c. No written claim of infringement of any of the Licensed Marks has been made by a third party and, to the knowledge of Licensor, no claim of infringement of any of the Licensed Marks has been threatened by any third party and there is no basis for such a claim.

### 8. Miscellaneous

- 8.1. Notices- Any notice or other communication required or permitted to be given or made under this Agreement by one Party to another shall be in writing and may be given by hand or sent by registered post to the other Party at the address referred



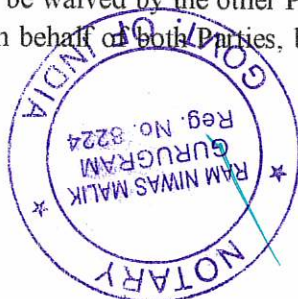
to in this Agreement or at such other address as the Party may from time to time, notify the other Party.

- 8.2. No Agency- Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors.
- 8.3. Entire Agreement- This Agreement including the Schedules attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions of the Parties and there are no conditions, representations, warranties, covenants, agreements or other provisions, express or implied, collateral, statutory or otherwise, relating to such subject matter except as provided in this Agreement.
- 8.4. Severability- Should any provision of this Agreement for any reason be declared invalid or unenforceable, such declaration shall not affect the validity or enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 8.5. Governing Law- This Agreement shall be governed and construed in accordance with the laws of India.
- 8.6. Dispute Resolution- The Parties agree to use all reasonable efforts to resolve any dispute under, or in relation to, this Agreement quickly and amicably to achieve timely and full performance of the terms of this Agreement.

All disputes, differences or questions arising out of this Agreement, which cannot be amicably resolved between the Parties within 30 (thirty) days of the same being notified in writing by a Party, shall be referred to and finally settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 (the "Act").

Such arbitration shall be conducted by the sole arbitrator appointed by the Parties by mutual arrangement. In case Parties do not agree to the appointment of the sole arbitrator, then the sole arbitrator shall be appointed in accordance with the Act. The seat and venue of arbitration and proceedings shall be Gurgaon and language of arbitration shall be English. The award made by the arbitration tribunal shall be final and binding on both the Parties. However, Parties during the pendency of arbitration proceedings shall continue to perform their respective obligations under this Agreement.

- 8.7. Amendment, Modification and Waiver- This Agreement may be amended, modified or supplemented at any time by written agreement of the Parties hereto. Any failure by either Party to comply with any term or provision of this Agreement may be waived by the other Party any time by an instrument in writing signed by or on behalf of both Parties, but such waiver or other failure to insist upon strict



compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

8.8. Counterparts- This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the day, month and year first above written.

**SIGNED AND DELIVERED:**

**Saatvik Vision Ventures Private Limited  
(Licensor)**


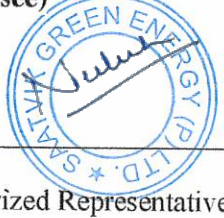

Authorized Representative Signature

Name: **Manik Garg**

Title: Director

Witness:

**Saatvik Green Energy Private Limited  
(Licensee)**

Authorized Representative Signature

Name: **Neelesh Garg**

Title: Director

Witness:



**ATTESTED**  
RAM NIWAS MALIK, ADVOCATE  
NOTARY, GURUGRAM (HR.) INDIA

**01 OCT 2024**

**SCHEDULE A**

**LIST OF LICENSED MARK**

<b>S. No.</b>	<b>Application/Registration No.</b>	<b>Trademark</b>	<b>Applicant/Registered Proprietor</b>	<b>Class &amp; Goods/Services Description</b>
1	6642357		Saatvik Vision Ventures Private Limited	Class 9: Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution or use of electricity; Galvanic cells; Galvanic batteries; Photovoltaic cells; Solar panels for production of electricity; Solar batteries
2	6642357		Saatvik Vision Ventures Private Limited	Class 11: Apparatus and Solar Energy Installations for lighting, heating, steam generating, cooking, refrigerating, irrigation, air-conditioning, drying, ventilating and fittings thereof included in class 11
3	6642357		Saatvik Vision Ventures Private Limited	Class 35: Advertising, business management, business administration, office functions included in Class 35.
4	6642356		Saatvik Vision Ventures Private Limited	Class 9: Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution or use of electricity; Galvanic cells; Galvanic batteries; Photovoltaic cells; Solar panels for production of electricity; Solar batteries



5	6642356	 SAATVIK SOLAR FOR A BETTER FUTURE	Saatvik Vision Ventures Private Limited	Class 11: Apparatus and Solar Energy Installations for lighting, heating, steam generating, cooking, refrigerating, irrigation, air-conditioning, drying, ventilating and fittings thereof included in class 11
6	6642356	 SAATVIK SOLAR FOR A BETTER FUTURE	Saatvik Vision Ventures Private Limited	Class 35: Advertising, business management, business administration, office functions included in Class 35.



ATTESTED  
 RAM NIWAS MALIK, ADVOCATE  
 NOTARY, GURUGRAM (HR.) INDIA

01 OCT 2024