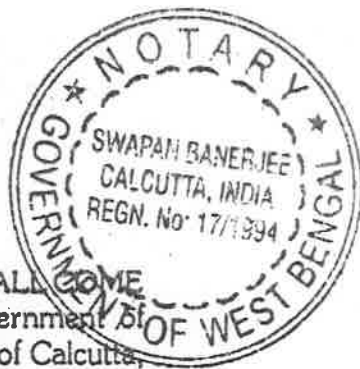


Serial No. 118



### NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME  
I, SWAPAN BANERJEE, duly appointed by the Government of West Bengal as NOTARY and practising within the city of Calcutta, Union of India do hereby certify that the Paper Writings 'A' are presented before me by the Executant(s).

Trademark License Agreement is made between Ram Ratna Research and Holdings private Ltd of Ram Ratna House, Victoria Mill compound, P.B. Marg, Worli Mumbai-13 and other as mentioned in the original documents who has/have been properly identified, hereinafter referred to as the Executant(s), this the

29 APR 2015

THE EXECUTANT(S), having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executant(s) I have attested the Execution.

IN FAITH AND TESTIMONY WHEREOF, I, SWAPAN BANERJEE the said NOTARY have hereunto subscribed my name and affixed my Seal of Office on this the

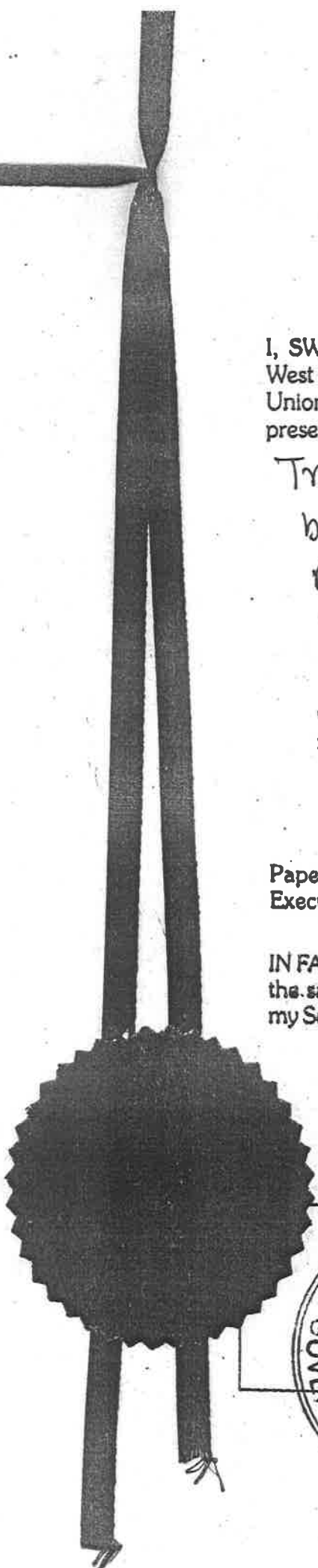
29 APR 2015

*Swapn Banerjee*  
NOTARY

29.4.2015

**Swapan Banerjee**

Regn. No. : 17/1994  
D-18/1 KARUNAMOYEE HOUSING ESTATE  
CALCUTTA-700 091  
M : 9432188358

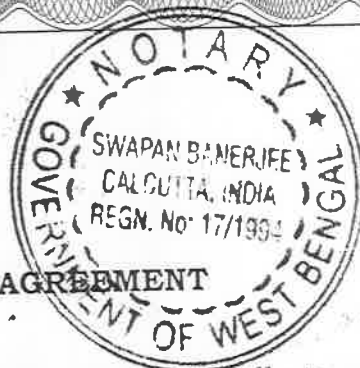


ARSHI 7



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 666250



**TRADEMARK LICENSE AGREEMENT**

THIS TRADEMARK LICENSE AGREEMENT made at Kolkata on 29<sup>th</sup> day of April, 2015 **BETWEEN Ram Ratna Research and Holdings Private Limited** a company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at Ram Ratna House, Victoria Mill Compound, P.B. Marg, Worli, Mumbai - 400 013. (Hereinafter called "LICENSOR", which expression shall unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors, heirs and its permitted assigns) of the **FIRST PART**.

**AND**

**R R Kabel Limited**, company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at



ARRESTED "X"

Ratna House, Victoria Mill Compound, P.B. Marg, Worli, Mumbai - 400 013 (hereinafter called the "LICENSEE", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors, heirs and its permitted to assigns) of the **SECOND PART**.

WHEREAS, the LICENSOR is the owner of the Trademarks, morefully described in Schedule - I herein below.

AND WHEREAS, the LICENSEE is carrying on the business of manufacturing and distribution of wire and cables.

WHEREAS, pursuant to a Terms of Settlement dated 26<sup>th</sup> April, 2015, (hereinafter referred to as the "**Terms of Settlement**") an award was passed in pursuance of the said terms of settlement wherein the LICENSEE acknowledged the proprietary rights of the Trademarks

"RR", "RR ✓",  and  in favor of the LICENSOR.



AND WHEREAS, the LICENSOR has also agreed under the said Terms of Settlement to issue necessary licenses upon request made by the LICENSEE to use the aforesaid Trademarks as mentioned in accordance with the terms and conditions as mentioned in the said Terms of Settlement.

WHEREAS, the LICENSEE in accordance with the terms of settlement and the award has approached the LICENSOR to issue and / or grant of license and/or permitted usage of the Trademarks as mentioned in schedule - I (herein after referred to as the "said trademarks") in accordance with the terms and conditions as mentioned in the said Terms of Settlement and the Award passed by the Learned Arbitrator Mr. Ravindra Lad dated 26<sup>th</sup> April, 2015.



AMSTERDAM

NOW, THEREFORE, against a consideration as mentioned herein below, the parties herein in accordance with the covenants, representations, warranties and obligations set forth in this Agreement, the parties hereto agrees to as follows:

**1. GRANT OF LICENSE**

LICENSOR hereby grants to the LICENSEE and the LICENSEE hereby accepts the right, privilege and non - exclusive license to use the said Trademarks in connection with their business.

The LICENSEE shall use the said Trademarks at all material times for the purposes and objects of their business only and for no other purposes.

**2. TERM**

This License shall commence and will be effective from the date of execution hereof and shall be valid for the period of five years unless sooner or later terminated in accordance with the provisions hereof.



**LICENSE FEES**

LICENSEE shall pay to the LICENSOR, as a royalty, for the use of the said trademarks a sum of Rs. 7500/- per annum and the same shall be payable on or before 31<sup>st</sup> March of each financial year.

**4. GOODWILL**

LICENSEE recognizes that there exists great value and goodwill associated with the said Trademarks and acknowledges that all right therein and the goodwill pertaining thereto belongs exclusively to the LICENSOR.

**5. PROTECTION OF LICENSOR'S TITLE**

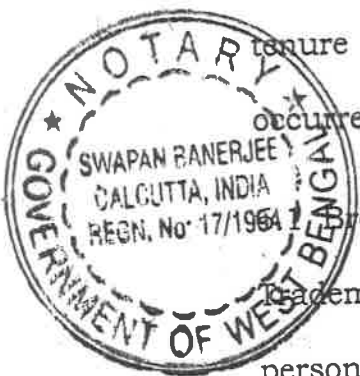
LICENSEE agrees to assist the LICENSOR to the extent necessary in the procurement of any protection or to protect any of LICENSOR's right in the Trademarks and the LICENSOR, if it so desires, may



commence to prosecute any claims or suits in its own name or in the name of LICENSEE as a party thereto. LICENSEE shall notify LICENSOR in writing of any infringement or wrongful use of the Trademarks and/or brand names of the LICENSOR by others which may come to the LICENSEE's attention/knowledge and the LICENSOR shall have the sole right to determine whether or not to take any action on account of such infringement or wrongful use of the Trademarks of the LICENSOR by others. The LICENSEE however agrees that the LICENSEE shall not commence any legal proceeding for such infringement or wrongful use of the said Trademarks of the LICENSOR by others against such third parties without first obtaining the written consent of the LICENSOR so to do.

**6. TERMINATION**

The LICENSOR shall be entitled to terminate the License during the tenure thereof by issuing a written notice of 15 (fifteen) days, on occurrence of any of the following events:



6.1 Breach or loss of confidential information related to the Trademarks due to any act or omission of the LICENSEE and/or any person howsoever affiliated with the LICENSEE.

6.2 Breach by the LICENSEE of any of the rights of the LICENSOR herein or of the terms of usage herein.

6.3 Assignment of the Agreement in favour of any third party in breach of the terms hereof.

In the event of termination by the LICENSOR on any of the aforesaid grounds, the LICENSEE shall cease and desist from using the said Trademarks.

The LICENSEE acknowledges and accepts that the terms of this License are reasonable and necessary for the protection of business interests of the LICENSOR and that irreparable injury may result if



ANNEXURE T

they are breached. In the event of termination due to the breaches mentioned hereinabove the LICENSOR shall forfeit the Licensee Fee already paid by the LICENSEE and the LICENSEE shall further pay to the Licensor pre-estimated liquidated damages of INR 1,00,000/- Nevertheless, the LICENSEE also acknowledges and accepts any breach will cause irreparable loss and injury to the LICENSOR which cannot be compensated only by damages and the LICENSOR shall be entitled to seek further equitable relief, including injunction, in connection with a breach of the provisions of this License.

Notwithstanding the termination of the Agreement, the confidentiality of the Confidential Information shall survive and subsist between the parties.

**7. COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE shall abide with all statutory laws, rules and regulations and protect all interest, right and title of the Trademarks in favor of the LICENSOR and shall not violate create any adverse title towards the Trademarks in favor of the LICENSOR.



**NOTICES**

All notices, letters, correspondences, etc. shall be serve upon the registered offices of the parties to the Agreement.

**9. OTHER LICENSEES**

LICENSEE agrees not to interfere in any manner or attempt to prohibit the use of the Trademarks by any other person duly licensed by the LICENSOR.

**10. NO WAIVER, etc.**

This Agreement may not be waived or modified except by an express agreement in writing signed by both parties.



ARBITRATION

## 11. GOVERNING LAW

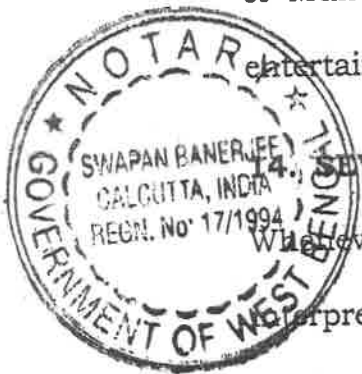
This agreement shall be governed by all applicable laws/rules /notifications in force as on the date of this Agreement in India.

## 12. SETTLEMENT OF DISPUTES

Any dispute or difference arising out of or in connection with the Agreement or the Investment between the parties including any dispute or difference relating to the interpretation or implementation of the License Agreement or any clause thereof shall be solved in accordance with the Arbitration and Conciliation Act, 1996.

## 13. JURISDICTION

This Agreement shall be subject to the exclusive jurisdiction of Court of Mumbai only and no other court shall have any jurisdiction to entertain any proceeding arising out of this agreement.



## 14. SEVERABILITY

Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, voidability, or enforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## 15. AMENDMENTS

No addition, change, variation or modification of the terms and conditions set forth herein shall be valid unless they are mutually agreed to by both the parties and are reduced in writing into a supplemental agreement signed by both the parties which shall then form part of this Agreement.




ANNEXURE 'A'

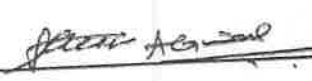
**16. SCHEDULES**

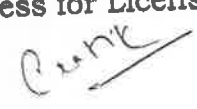
The SCHEDULES referred to this Agreement are an integral part of this Agreement and have the same legal effects as this Agreement.

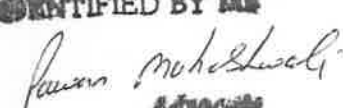
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Licensor  
For RAM RATNA RESEARCH AND HOLDINGS PRIVATE LIMITED  
  
Director / Auth. Sign.  
TRIBHUVANSHU SARDA KABRA

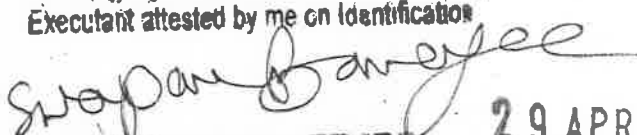
Licensee  
For RR KABEL LTD  
  
Director/ Auth. Sign.  
ASHOK LOYA

Witness for Licensor  


Witness for Licensee  



IDENTIFIED BY ME  
  
Advocate



L.T. (S) Signature (S) of the Executant attested by me on Identification  


SWAPAN BANERJEE  
Notary, Calcutta, India  
Govt. of W.B. Regn. No : 17/1994  
D-18/1, Karunamoyee Housing Estate, Calcutta-700 091


29 APR 2015

Both parties signed  
at my office 6A,  
Kiran Shankar Roy Road,  
2nd floor, Kolkata-700001  




ANNEXURE 'A'

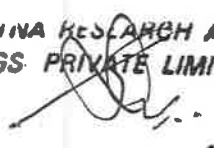
SCHEDULE - I

Sr. No.	Mark
1	RR
2	RR ✓
3	



Licenser

For RAM NAINA RESEARCH AND HOLDINGS PRIVATE LIMITED

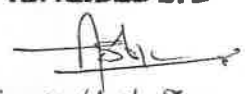


Director / Auth / Sign.

TRISHWANU KABRA

Licensee

For RR KADEL LTD



Director / Auth. Sign.

ASHOK LOYA