



महाराष्ट्र MAHARASHTRA

2018

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प्रधान मुद्रांक कार्यालय, मुंबई
प.म नि.क्र. १००००९०
10 JUL 2018
सक्षम अधिकारी

श्री. प्र. न्या. विंचघरे

AMENDMENT TO THE TRADEMARK LICENSE AGREEMENT

This Amendment to the Trademark License Agreement (this "Amendment") dated as of 10th August 2018, to the Trademark License Agreement (the "Original Trademark License Agreement") dated 29th April 2015, between

Ram Ratna Research and Holdings Private Limited, a company incorporated under the erstwhile provisions of the Companies Act, 1956 and now governed under the provisions of the Companies Act, 2013 having CIN U67120MH1994PTC077137 and having its registered office situated at Ram Ratna House, Victoria Mills Compound, P.B. Marg, Worli, Mumbai - 400 013 (hereinafter referred to as "RRRHPL" which expression shall unless it be repugnant to the context be deemed to include its successors in title and permitted assigns) of the First Part;

And

Asl *h*

R R Kabel Limited a company registered under the erstwhile provisions of the Companies Act, 1956 and now governed under the provisions of the Companies Act, 2013 having CIN U28997MH1995PLC085294 and having its registered office situated at **Ram Ratna House, Victoria Mills Compound, P.B. Marg, Worli, Mumbai - 400 013** (hereinafter referred to as "**RRKL**" which expression shall unless be repugnant to the meaning or context thereof shall mean and include its successors and permitted assigns) of the Second Part;

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Original Trademark License Agreement.

WHEREAS, RRRHPL and RRKL have entered into the Original Trademark License Agreement which, among other things and subject to the terms and conditions thereof, permits RRKL to use certain Trademarks owned by RRRHPL; and

WHEREAS, the Parties wish to amend the Original Trademark License Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Original Trademark License Agreement and for other good and valuable consideration, the receipt and accuracy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

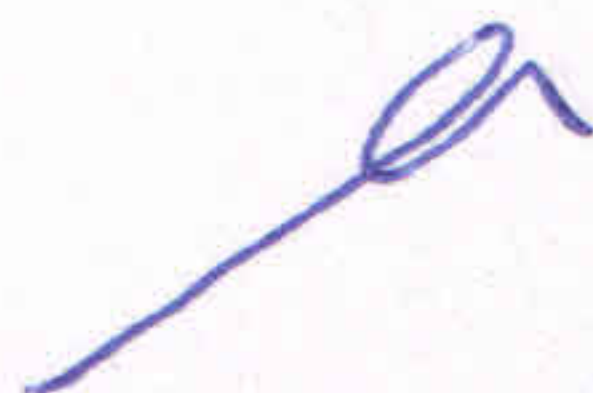
ARTICLE 1: AMENDMENT

"**Clause 2: Term**" of the Original Trademark License Agreement is amended and restated in its entirety as follows:

This License shall commence and will be effective from the date of execution hereof and shall be valid for the period of **14 years** from the date of execution unless terminated in accordance with the provisions hereof.

ARTICLE 2: FULL FORCE AND EFFECT

- 2.1. Except as expressly amended by this Amendment, the Original Trademark License Agreement remains unchanged, and the Original Trademark License Agreement, as amended, is hereby ratified, approved and confirmed in all respects as the agreement between the Parties and shall remain in full force and effect.
- 2.2. This Amendment shall be governed by the laws of India.
- 2.3. The provisions of Clause 8 (Notices) Clause 11 (Governing Law), Clause 12 (Settlement of Disputes) and Clause 13 (Jurisdiction) of the Original Trademark License Agreement shall apply mutatis mutandis to this Amendment.



IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf by an authorized officer as of the date first above written.

<p>Signed and Delivered on Behalf of Ram Ratna Research & Holdings Pvt. Ltd.</p> <p><u>Shreegopal Kabra</u> Director.</p>	<p>Signed and Delivered on Behalf of R R Kabel Limited</p> <p><u>Ashok Loya</u> Director</p>
<p>Witnesses: 1. Name: <u>Satishkumar Agarwal</u> 2. Sign: <u>Satishkumar Agarwal</u> 1. Name: <u>Pratik Agarwal</u> 2. Sign: <u>Pratik</u></p>	<p>Witnesses: 1. Name: <u>Satishkumar Agarwal</u> 2. Sign: <u>Satishkumar Agarwal</u> 1. Name: <u>Pratik Agarwal</u> 2. Sign: <u>Pratik</u></p>