

महाराष्ट्र MAHARASHTRA

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VT 277906

प्रधान मुद्रांक कार्यालय, मुंबई  
प.म.वि.क्र. ८००००९०  
५ 20 SEP 2019  
सक्षम अधिकारी

श्रीमती. एम. वि. मसुरकर

THIS STAMP PAPER FORMS AN INTEGRAL  
PART OF THE TRADEMARK LICENSE AGREEMENT  
DATED OCTOBER 16, 2019 BETWEEN SCHLOSS  
HMA PRIVATE LIMITED, MR. DINESH NAIR AND MS.  
MADHU NAIR,

જોડપત્ર - ૨ Annexure - II

दस्तावा प्रकार	AGREEMENT
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिलकतीचे वर्णन -	Scholar Registered 14th - B Bangalore
मुद्रांक विकत घेणाऱ्याचा नाव	Hotel Lee
दुसऱ्या व्यक्तीचे नाव	I. Shaikh
हरते असल्यास त्याचे नाव व पत्ता	
मुद्रांक शुल्क स्विकृत	8885
मुद्रांक विकत नोंद वही अनु. क्रमांक/दिनांक	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विकेतल्याची सही	<i>[Signature]</i>
परवाना क्रमांक : ८०००००७०	
मुद्रांक विक्रीचे नाव/पत्ता : श्री. बलराज प्रकाश पातला	
शॉप नं.४, धामय्य रोड, विलिंग्डन, ७२ कोठेदार मंडळ, कोल्हापूर, गुजरात-२०० ००९.	
ज्या कारणासाठी ज्येष्ठी मुक्तीक वारस करणारी व्यक्ती ज्या कारणासाठी मुद्रांक खरेदी करल्यापासून ६ महिन्यांत नोंद घ्यायला लागणार आहे.	

## TRADEMARK LICENSE AGREEMENT

This **TRADEMARK LICENSE AGREEMENT** ("Agreement") is executed at Mumbai on this 16<sup>TH</sup> day of OCTOBER, 2019; BY AND AMONG

**SCHLOSS HMA PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered address at 995, Sriniketan, 14th Cross Road, 21st Main, Banashankari 2nd Stage, Bangalore, Karnataka, India, 560070, hereinafter referred to as the "**Licensor**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns);

AND

(i) **MR. DINESH NAIR**, Indian Inhabitant, hereinafter referred to as "**Mr. Dinesh Nair**" and  
(ii) **MS. MADHU NAIR**, Indian Inhabitant, hereinafter referred to as "**Ms. Madhu Nair**", both residing at Leela Baug, Andheri-Kurla Road, Sahar, Mumbai 400 059, hereinafter collectively referred to as the "**Licensees**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, executors and administrators).

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

### **RECITALS:**

- A. The Licensees and HLVL had entered into a Trademark License Agreement executed on September 7, 2016 with respect to the trademark 'Jamavar', hereinafter referred to as the "**Original License Agreement**".
- B. Pursuant thereto, the Licensees set up and started operation of a restaurant in London known as and using the Brand Name "Jamavar". This restaurant was awarded a Michelin Star in 2017, which was duly acknowledged by HLVL by and under its letter dated December 9, 2017.
- C. As part of the sale of its existing business of owning, operating and managing "Leela" branded hotels and resorts, by HLVL to the Licensor, HLVL has transferred certain assets, including the Brand, to the Licensor.
- D. Pursuant to the aforesaid, the Licensor owns and/or operates luxury hotels in India and has restaurants by, and under, the Brand Name at its hotels in Delhi, Bangalore and Chennai which are superior quality restaurants highly acclaimed in India, and is the sole and exclusive owner of the trademarks identified in the schedule attached hereto as **Schedule A**. The Licensor is also desirous of obtaining international recognition for the Brand.
- E. It has been agreed between the Parties that, pursuant to the aforesaid transfer, the Licensees shall be granted a fresh license by the Licensor for the use of the Brand, on terms substantially the same as the Original License Agreement. Accordingly, HLVL and the Licensees have, simultaneously with the execution of this Agreement, terminated the Original License Agreement, and the Licensor and the Licensees have agreed to enter into this Agreement.
- F. The Licensees are in the business of managing, operating and/ or owning restaurants, and operate, through their company(ies), Leela Hospitality Private Limited, in London a high quality Indian Restaurant known as, and using, the Brand Name, pursuant to the Original License Agreement.
- G. The Licensees have plans to open and operate more Indian Restaurants in London and the Territory using the Brand Name; and



- H. In connection with the foregoing, the Licensor has agreed to grant a license to the Licensees to use the Brand Name for owning, operating and/or managing Indian Restaurants in the Territory in accordance with the terms and conditions contained herein, including on the assurance that any such Indian Restaurants using the Brand Name will strive to qualify for and maintain Michelin Star ratings, which are the hallmark of quality of restaurants the world over.

**NOW, THEREFORE,** this Agreement witnesses as under:

**1. DEFINITIONS**

The words capitalized in the Agreement and not defined in the main body of the Agreement shall have the meanings ascribed to them in this Clause 1.

- 1.1 “**Affiliate**” means, (i) with respect to any Person other than a natural individual, any other Person which is a holding company or a Subsidiary of such Person, or any Person which, directly or indirectly, (a) Controls such Person, (b) is Controlled by such Person, (c) is Controlled by the same Person who, directly or indirectly, Controls such Person, or (d) is a Subsidiary of the same Person of which such Person is a Subsidiary; and (ii) with respect to a Person being a natural individual, the Immediate Family of such Person and any entity which is Controlled by (or together with) any one or more members of the Immediate Family of such Person;
- 1.2 “**Applicable Law**” shall mean all applicable:
- (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies issued by any governmental authority; and
  - (b) administrative interpretation, writ, injunction, directions, directives, judgments, arbitral award, decree, orders or government approvals of, or agreements with, any governmental authority or recognized stock exchange;
- as may be in force from time to time.
- 1.3 “**Brand**” or “**Brand Name**” means the name / trademark “**Jamavar**”, and the applications and registrations for the trademark “**Jamavar**” owned by the Licensor as listed in Schedule A hereto.
- 1.4 “**Breaching Party**” has the meaning ascribed to it in Clause 8.1;
- 1.5 “**Business Day**” means a day, other than Sunday, on which the principal commercial banks located in Mumbai are open for business during normal banking hours;
- 1.6 “**Control**” in relation to a specified Person means the possession, by another Person or a group of Persons acting in concert, of the power, direct or indirect, to direct or cause the direction of the management and policies of such specified Person, whether by contract or otherwise, and in any event, includes ownership, directly or indirectly, in excess of 50% (fifty per cent) of the voting securities of such specified Person or the ability to appoint the majority of the directors of such specified Person. The words “Controlled” and “Controlling” have a correlative meaning;
- 1.7 “**Cure Period**” means the First Cure Period and the Second Cure Period;
- 1.8 “**Effective Date**” means \_\_\_\_\_, 2019;
- 1.9 “**Encumbrance**” means any mortgage, charge, lien (including a non-disposal undertaking),

pledge, restriction, adverse claim, hypothecation, assignment, right of first refusal, right of pre-emption, third party right or interest, deed of trust, option, title retention, other encumbrance or security interest of any kind or nature including without limitation, any restriction on use, enjoyment, voting, transfer, disposal, gift, exchange, receipt of income or exercise of any attributes of ownership or any arrangement to create any of the foregoing or any power of attorney (by whatever name called) for creation of the aforesaid;

- 1.10 “**First Breach Notice**” has the meaning ascribed to it in Clause 8.1;
- 1.11 “**HLVL**” means Hotel Leelaventure Limited;
- 1.12 “**Immediate Family**” means a natural person’s spouse, parents, siblings, spouses of siblings, children, and spouses of such children;
- 1.13 “**Indian Restaurant**” means a restaurant offering Indian cuisine;
- 1.14 “**Irremediable Material Breach**” has the meaning ascribed to it in Clause 8.4;
- 1.15 “**License**” means the license to use the Brand Name granted under this Agreement;
- 1.16 “**Material Breach**” has the meaning ascribed to it in Clause 8.3;
- 1.17 “**Michelin Star**” means the stars for restaurant excellence awarded by the Michelin Red Guide;
- 1.18 “**Person**” means any natural individual, sole proprietorship, partnership, limited liability partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person (including in his capacity as trustee, executor, administrator, or other legal representative or any other entity that may be treated as a person under Applicable Law);
- 1.19 “**Second Breaching Notice**” has the meaning ascribed to it in Clause 8.2;
- 1.20 “**Territory**” means worldwide excluding India; and
- 1.21 “**Transfer**” means (in either the noun or the verb form and including all conjugations thereof with their correlative meanings) with respect to any ownership interests, the direct or indirect sale, assignment, Encumbrance, transfer or other disposition (whether for or without consideration, whether directly or indirectly, whether voluntary or involuntary or by operation of law) of any such ownership interests or of any direct or indirect beneficial interest therein or the creation of any third party interest in or over such ownership interests, including by way of creation of a trust to hold the ownership interests or by way of holding the ownership interests in a corporate entity and creating third party interests in such corporate entity.

## **2. GRANT OF TRADEMARK LICENSE**

- 2.1 Subject to the terms and conditions set forth in this Agreement, the Licensor hereby grants to the Licensees, as of the Effective Date, an exclusive, non-transferable (other than as specifically permitted in this Agreement), royalty-free license to use the Brand, either jointly or severally, solely for use in the Indian Restaurants in the Territory; and further the Licensees shall be permitted to grant a sub-license to their Affiliates in order to own, operate and/or manage Indian Restaurants under and using the Brand Name in the Territory, provided that, with respect to any Affiliate of the Licensees, other than a natural individual, the Licensees shall continue to Control, jointly and/or severally, any such sub-licensee.

- 2.2 Notwithstanding anything to the contrary contained herein, nothing shall preclude the Licensor from owning and operating restaurants under the Brand Name solely as part of, in connection with or within any hotel (“**Leela Hotel**”) branded as “the Leela” or as “Leela” used in conjunction with any other element, anywhere in the world, whether or not within or outside of the Territory. It is further clarified that the Licensor shall not be permitted to own, operate, and / or manage restaurants under the Brand Name which are not a part of, or in connection with or within any Leela Hotel, anywhere in the world, whether or not within or outside of the Territory.

### **3. LICENSOR’S RESPONSIBILITY**

- 3.1 The Licensor shall:

3.1.1 make best efforts to obtain and to maintain, at all times, all trademarks, licenses, permits, copyrights required from any governmental authority for the Brand within India.

3.1.2 provide all information and documentation that may be reasonably required by the Licensees, to fulfill its obligations under this Agreement with reference to the Brand.

- 3.2 In the event that the Licensor has obtained any trademark or other registration of the Brand Name in any country forming part of the Territory and the Licensees are desirous of owning, operating and/or managing any Indian Restaurant in such country under and using the Brand Name, the Licensor shall do all acts, deeds and things, and execute all deeds, documents and writings, as may be reasonably necessary in order to enable the Licensees to duly own, operate and/or manage such Indian Restaurants under the Brand Name, including to make best efforts to register the Licensees or their relevant Affiliate as a registered user / licensee of the Brand Name (or the equivalent thereof as applicable in any such country).

- 3.3 The Licensees shall be entitled to request the Licensor to apply for registration or renewal of the Brand Name in any such country (if not already obtained). Upon a request being made by the Licensee in this regard, the Licensor shall make best efforts to promptly apply for, obtain and maintain such registration or renewal (as the case may be). In the event that the Licensor is unable to apply or obtain such registration, then the Licensees shall be entitled to, after providing written notice to the Licensor of its intention to do so, apply for such registration on behalf of the Licensor, at the Licensor’s expense, in any such country.

### **4. LICENSEES’ RESPONSIBILITY**

- 4.1 All actions of the Licensees shall be as an independent licensee of the Brand on a principal-to-principal basis. It is agreed and clarified among the Parties that nothing in this Agreement shall constitute or be construed as a partnership, joint venture, agency or any other relationship.

- 4.2 In the event that the Licensees intend to open an Indian Restaurant under and using the Brand Name in the Territory, the Licensees shall inform the Licensor (in writing) of their intention no later than 30 days prior to the date on which such Indian Restaurant is proposed to be opened.

- 4.3 The Licensees shall:

4.3.1 use the Brand Name in the same graphical representation in which it is being used by the Licensees as of the date hereof;

4.3.2 always maintain the Indian Restaurants under or using the Brand Name, at such standards which are consistent with the standards associated with the Brand (including with respect to the quality of food, service and décor) as of the date

hereof;

- 4.3.3 strive to obtain or retain, as applicable, Michelin Star ratings for its Indian Restaurants under the Brand Name, so that the Licensor and the Brand in India shall be benefited from this accolade and recognition; and
  - 4.3.4 put in all efforts and of expenditure in training the staff employed in the Indian Restaurants under the Brand.
- 4.4 The Licensees shall have unrestricted rights to take *suo moto* cognizance of any infringement or unauthorized use or threatened infringement of the Brand within the scope of the License and within the Territory and in such event shall be entitled to initiate legal proceedings or take such other action as it may deem necessary entirely in its own discretion at its expense; provided that the Licensees must promptly notify Licensor of any such infringement or unauthorized use within 10 Business Days of taking cognizance of any such infringement or unauthorized use or threatened infringement of the Brand. If the Licensees fail to notify the Licensor, the Licensor shall be entitled to, without prejudice to the rights of the Licensees, take cognizance of such infringement or unauthorised use of the Brand but shall not (and shall ensure that neither their Affiliates nor any of their employees, officers, representatives or agents shall) admit or incur liability on the part of the Licensees or impair the ability of the Licensees to use the Brand Name in accordance with the terms of this Agreement. Any damages, recoveries, costs, attorneys' or experts' fees or disbursements awarded to Licensor or Licensee, or paid by any adverse party, in connection with any such demands, prosecutions, proceedings or actions shall be solely for the account of Licensor, less any costs incurred by a Licensee in connection with any such proceedings or actions as mentioned above, or any cooperation or assistance rendered in connection therewith.
- 4.5 The Licensees recognize that save and except for the express warranties stipulated herein, there are no implied or deemed warranties or assurances made by the Licensor.

## **5. CONDITIONS FOR USE OF THE BRAND**

- 5.1 The Licensees shall use the Brand only for an Indian Restaurant in the Territory and in accordance with this Agreement, and subject to the provisions of this Agreement, including but not limited to Clause 4.3 above.
- 5.2 The Licensees shall not use the Brand Name in India or open any restaurant under or bearing any trademark or name that is the same or deceptively similar to the Brand Name in India, unless specifically permitted to do so by the Licensors.
- 5.3 In the event the Licensees have, after the Execution Date, executed a memorandum of understanding or other binding agreement for operation / management of an Indian Restaurant under the Brand Name in a particular place within the Territory and has received the technical service fee in part or full, the Licensees shall intimate the Licensor in that regard. In the event the Licensor is proposing to open a Leela Hotel in that location and run a restaurant in the said Leela Hotel known as, or under, the Brand Name, the Licensor shall get a prior written permission/ no objection letter from the Licensees in that regard within a period of 30 days prior to the date on which Leela Hotel is proposed to be opened.
- 5.4 In the event the Licensees intend to own or operate an Indian Restaurant under the Brand Name in a particular place where the Licensor owns and/or operates a Leela Hotel which has a restaurant known as, or using the Brand Name, the Licensee shall get a prior written permission/ no objection letter from the Licensor in that regard within a period of 30 days prior to the date on which the Indian Restaurant is proposed to be opened.

- 5.5 The Licensees acknowledge and understand that it is critical to the Licensor to protect the reputation and goodwill of the Brand. With that objective in mind:
- 5.5.1 The Licensees shall appoint a Brand manager and a Jamavar master chef in each of the Indian Restaurants under the Brand Name, who shall ensure that the high standards and guest experience associated with the Brand as of the date hereof, are maintained at all times. The brand manager and the Jamavar chef shall be imparted requisite orientation/training by the Licensor, the entire cost of which shall be borne by the Licensees;
  - 5.5.2 The signature/classic dishes of the restaurants under the Brand Name in India ("**Jamavar Classics**") as may be communicated by the Licensor from time to time shall comprise at least 30% (thirty percent) of the dishes on the menu in the Indian Restaurants of the Licensees under the Brand at all times. In the event the percentage and/or quality of the Jamavar Classics is found to be unsatisfactory in the sole opinion of the Licensor, the Licensees undertake to employ at their cost a master chef who is working/is trained in a restaurant under the Brand Name in India and is approved by the Licensor.
  - 5.5.3 The Licensor reserves the right to, at its own expense, undertake periodic/quarterly audits to ensure that food quality and standard recipes are consistently maintained at the Indian Restaurants under the Brand Name; and
  - 5.5.4 The Licensor or its authorized representative shall be authorized to enter any part of the premises in which Indian Restaurants under the Brand Name are operated by the Licensees or their sub-licensee/s and the Licensees hereby agree and undertake to co-operate with the Licensor and procure that their sub-licensee/s cooperate with the Licensor in this regard. The Licensees also agree and undertake, at their own expense to cooperate fully with Licensor and ensure effective control by the Licensor of the nature and quality of use of the Licensor's Brand by the Licensees or their sub-licensee/s and of the compliance of the terms of the License or sub-license.
- 5.6 The Licensees shall not in any manner change or make any variation in the design, get up and colour-scheme of the Brand without prior written permission of the Licensor or use the Brand in conjunction with any other trade mark/name/element.
- 5.7 The Licensees shall ensure that all uses of the Brand (including websites and social media accounts operating under the Brand) and all materials or documents on which the Brand appear shall:
- 5.7.1 be of a high standard generally;
  - 5.7.2 be consistent with the reputation and goodwill of the Licensor's activities;
  - 5.7.3 not exceed the scope of the grant of the License for the Brand; and
  - 5.7.4 be lawful.
- 5.8 The Licensor and the Licensee shall conduct their activities in a lawful manner and shall not make any disparaging comments in public concerning the Brand Name.
- 6. ASSIGNMENT AND SUB-LICENSING**
- 6.1 The Licensees shall be permitted to grant a sub-license of the Brand Name or assign their rights



and obligations under this Agreement to their Affiliates in order to own, operate and/or manage Indian Restaurants under and using the Brand Name in the Territory provided that (i) the Licensees shall continue to Control, jointly and/or severally, any such sub-licensee or assignee; and (ii) such sub-licensee or assignee shall be bound by written agreements containing terms which are at-least as stringent to the terms and conditions of this Agreement.

- 6.2 Except as provided in Clause 2 and Clause 6.1 above, the Licensees shall not sub-license the Brand or assign their rights and obligations hereunder, to any Person.
- 6.3 No Transfer of the Brand Name by the Licensor shall be permitted by the Licensor unless the party to whom such Brand Name is transferred executes a deed of adherence in the form set out in **Schedule B**, to the provisions of this Agreement.

## 7. TERM

This Agreement shall be valid from the Effective Date until and including \_\_\_\_\_ 2039 ("**Initial Term**"). The Licensees shall have the option to renew this Agreement for a further period of 20 (Twenty) years upon the expiry of the Initial Term, under the same terms and conditions.

## 8. MATERIAL BREACH

- 8.1 If either Party commits a Material Breach under this Agreement ("**Breaching Party**"), then the other Party ("**Non-breaching Party**") shall serve upon the Breaching Party a written notice ("**First Breach Notice**") to remedy the Material Breach within 45 Business Days from the date of the First Breach Notice ("**First Cure Period**");
- 8.2 In the event the Material Breach has not been cured within First Cure Period, the Non-breaching Party shall further serve upon the Breaching Party a second written notice ("**Second Breaching Notice**") to remedy the Material Breach within a period of 45 Business Days from the date of the Second Breach Notice ("**Second Cure Period**");
- 8.3 "**Material Breach**" shall mean a breach by either Party of any material obligations or covenants required to be performed by such Party under the terms of this Agreement or a breach of a representation made by such Party under this Agreement; and
- 8.4 In the event the Material Breach is not remedied or cannot be remedied within the Cure Period then such Material Breach shall be deemed to be an "**Irremediable Material Breach**" for the purpose of Clause 9.3 below.

## 9. TERMINATION

- 9.1 The Agreement may be terminated with the mutual written consent of the Parties.
- 9.2 The License shall stand automatically terminated upon the occurrence of any of the following events:
  - 9.2.1 the Licensees going into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation, the terms of which have been agreed to in writing by the Licensor); and
  - 9.2.2 in respect of a company to which the Licensees have granted a sub-license, if the Licensees jointly and/or severally cease Control, any such sub-licensee/transferee.
- 9.3 Subject to Clause 8, the Licensor may terminate this Agreement with immediate effect if the

Licensees commit an Irremediable Material Breach.

## **10. CONSEQUENCES OF TERMINATION**

10.1 Upon the occurrence of any of the events mentioned in Clauses 9.1, 9.2 and 9.3 above, the Licensees shall:

- 10.1.1 discontinue all use of the Brand in accordance with and pursuant to this Agreement;
- 10.1.2 dispose in such manner as the Licensor may reasonably direct, of any corporate stationery, advertising materials, manuals, or other material in its possession, power or control that bear or otherwise use the Brand;
- 10.1.3 cease to use or employ any other word, name, expression or device so closely similar in sound, appearance or meaning to the Brand as may be likely to cause confusion or to detract from or adversely affect the right, title or interest of the Licensor in or to the Brand;
- 10.1.4 change or procure to be changed, its corporate name and/or trading style in such a manner as to delete therefrom the Brand. For this purpose, the Licensees firstly, shall take all such steps as may be necessary or desirable to obtain the necessary authorizations from the appropriate authorities for the deletion of Brand as contemplated above, and secondly, pass or cause to be passed appropriate and necessary resolutions of its board of directors and of its shareholders for this purpose; and
- 10.1.5 delete the social media accounts, if any, with handles that contain or consist of the Brand or derivatives thereof and cease operation of the domain names, if any, using the Brand Name.

## **11. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India.

## **12. DISPUTE RESOLUTION**

- 12.1 The Parties shall endeavor to resolve all disputes and differences arising out of or relating to this Agreement including any dispute regarding its existence, validity, interpretation or termination through mutual discussions and persuasion and, if necessary, by seeking the assistance of a mutually acceptable expert from the hotel industry.
- 12.2 The Parties irrevocably agree that any dispute or difference between them remaining unresolved for a period of 30 days shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mumbai. The arbitration shall be conducted in the English language.

## **13. SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain full force and effect, without any further action or deed. The Parties shall cooperate to give full effect to the remaining part of such invalid or unenforceable provisions and all other Provisions of this Agreement which continue to remain in full force and effect.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement at Mumbai on the day, month and year first above written.

**SIGNED** on behalf of **SCHLOSS HMA PRIVATE LIMITED**

*Rachit Kothari*



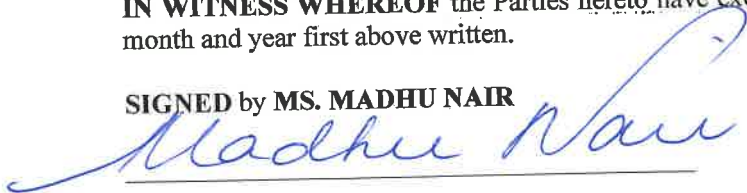
Name: Rachit Kothari

Designation: Authorised Signatory

*This signature page relates to the Trademark License Agreement executed between Schloss HMA Private Limited, Mr. Dinesh Nair, Ms. Madhu Nair.*

IN WITNESS WHEREOF the Parties hereto have executed this Agreement at Mumbai on the day, month and year first above written.

SIGNED by MS. MADHU NAIR

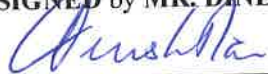


*This signature page relates to the Trademark License Agreement executed between Schloss  
HMA Private Limited, Mr. Dinesh Nair, Ms. Madhu Nair.*



IN WITNESS WHEREOF the Parties hereto have executed this Agreement at Mumbai on the day, month and year first above written.

SIGNED by MR. DINESH NAIR

A handwritten signature in blue ink, appearing to read 'Dinesh Nair', is written over a horizontal line.

*This signature page relates to the Trademark License Agreement executed between Schloss  
HMA Private Limited, Mr. Dinesh Nair, Ms. Madhu Nair.*

## SCHEDULE A

# Jamavar

Including the below:

No.	Trade Mark	Application No.	Registration No.	Class	Jurisdiction
	JAMAVAR	T0626569H	T0626569H	35	Singapore
2.	JAMAVAR	T0626571Z	T0626571Z	43	Singapore
3.	JAMAVAR	3273535	3273535	43	UK
4.	JAMAVAR	17553595	17553595	43	EU
5.	JAMAVAR	304348648	304348648	43	Hong Kong
6.	JAMAVAR	1869837	N/A	43	Canada
7.	JAMAVAR	4-2017-39850	N/A	43	Vietnam
8.	JAMAVAR	87700960	N/A	43	USA
9.	JAMAVAR	121687	N/A	43	Qatar
10.	JAMAVAR	288568	N/A	43	UAE

## SCHEDULE B: DEED OF ADHERENCE

THIS DEED OF ADHERENCE entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_:

### AMONG

\_\_\_\_\_ (hereinafter referred to as the “**Transferring Party**”) of the First Part;

### AND

\_\_\_\_\_ (hereinafter referred to as the “**Transferee**”) of the Second Part;

**WHEREAS** a License Agreement dated \_\_\_\_\_ has been entered into among, inter-alia, the Transferring Party, **MR. DINESH NAIR and MS. MADHU NAIR** (the “**Agreement**”) to record the mutual rights and obligations of the parties thereto in relation to the Trademarks owned and used by them.

**AND WHEREAS** under the Agreement in case the Transferring Party proposes to transfer any Trademarks, then the proposed Transferee is required to execute a Deed of Adherence under which such proposed transferee shall agree to be bound by all the terms and conditions of the Agreement.

**NOW THIS DEED WITNESSETH** as under:

1. All capitalised terms used in this Deed of Adherence shall, unless the subject or context otherwise requires, bear the same meaning as assigned thereto under the Agreement.
2. The Transferee confirms that it has received a copy of the Agreement and has read and understood the Agreement and agrees to be bound by all provisions of the Agreement and be subject to all obligations of ‘the Assignor’ thereunder as if it was an original party thereto and had executed the same.
3. The Transferee shall be entitled to all rights of the Transferring Party under the Agreement, in the manner set out therein.
4. The terms and conditions of the Agreement regarding arbitration and other terms and conditions shall be deemed to have been incorporated in this Deed of Adherence and expressly agreed to among the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have executed this Deed of Adherence on the day and year first hereinabove mentioned.

SIGNED AND DELIVERED by \_\_\_\_\_ )  
\_\_\_\_\_ )

SIGNED AND DELIVERED by \_\_\_\_\_ )  
\_\_\_\_\_ )