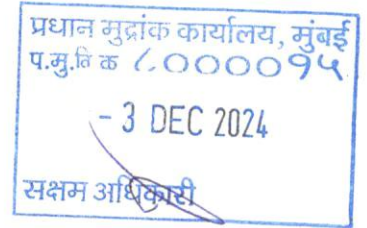




महाराष्ट्र MAHARASHTRA

2024

CV 630306



श्रीमती उल्का पाटील

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (hereinafter referred to as "Agreement") is executed at Pune on this 7th day of December, 2024

G. Kabra

Page 1 of 20

GK ENERGY LIMITED
[Signature]
Authorized Signatory

002

- 5 DEC 2024

002681

स्वयं पतिष्ठापनासाठी Only for Affidavit

मुद्रांक विभाग घेणाऱ्याचे नाव

GK ENERGY LIMITED

मुद्रांक विभाग घेणाऱ्याचे रहिवासी पत्ता

Office No.802, CTS No.97-A-115742,

मुद्रांक विभाग घेणाऱ्याची बॉर्डर वरील अनु. क्रमांक

Suyog Center, Pune-411-037,
Maharashtra

- 5 DEC 2024

मुद्रांक विभाग घेणाऱ्याची इच्छा

परवानाधारक मुद्रांक विक्रीसाठी आहे

परवाना क्रमांक : 60000094

मुद्रांक विक्रीचे ठिकाण/पत्ता : अंधेरी कोर्ट नगर अशोकेश्वरी

एम. एम. कोर्ट, अंधेरी येथे स्टेशनवरून वायव्य,

अंधेरी (पूर्व), मुंबई - 400 055.

शासकीय कार्यालय/समोर /व्यावसायिक कार्यालय/समोर /कारणासाठी मुद्रांक

कागदाची आवश्यकता नाही. (शासकीय कार्यालय/समोर /कारणासाठी मुद्रांक

ज्या कारणासाठी ज्याला मुद्रांक देण्यात येतो त्याच्या कारणासाठी मुद्रांक

केव्हापर्यंत 6 महिन्यात वापरणे संधारणकारक आहे

GK ENERGY LIMITED

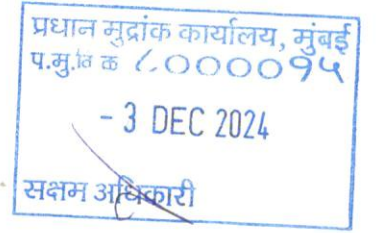
Authorized Signatory



महाराष्ट्र MAHARASHTRA

2024

CV 630295



श्रीमती उत्का पाटील

by and between

GK Energy Limited (formerly known as GK Energy Private Limited, GK Energy Marketers Private Limited), a private limited company incorporated under the laws of India with company identification number U74900PN2008PTC132926 and having its registered office at Office No. 802, Suyog Centre, Gultekdi, Market Yard, Pune – 411037 (hereinafter referred to as “Licensee”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and permitted assigns) of the **FIRST PART**;

G. Kabra

Page 2 of 20

GK ENERGY LIMITED
Kabra
Authorized Signatory

002

- 5 DEC 2024



न्याय - 7 Affidavit

पतिज्ञापनासाठी Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता

मुद्रांक विक्रीबाजलाची नोंद वही अनु क्रमांक

GK ENERGY LIMITED
Office No 802, CTS No.97-A-1/572,
Suyog Center, Pune-411 037,
Dist. Maharashtra

- 5 DEC 2024

परवानाधारक मुद्रांक विक्रीत्याची सहा

मुद्रांक विकत घेणाऱ्याची सही

परवाना क्रमांक : ८००००९५

मुद्रांक विक्रीचे ठिकाण/पत्ता : अंधेरी व्होर्ट बाय अरसेसिएशन

एन. एन. कोर्ट, अंधेरी रेल्वे स्टेशन बाजूला,

अंधेरी (पुर्व), मुंबई - ४०० ०६२.

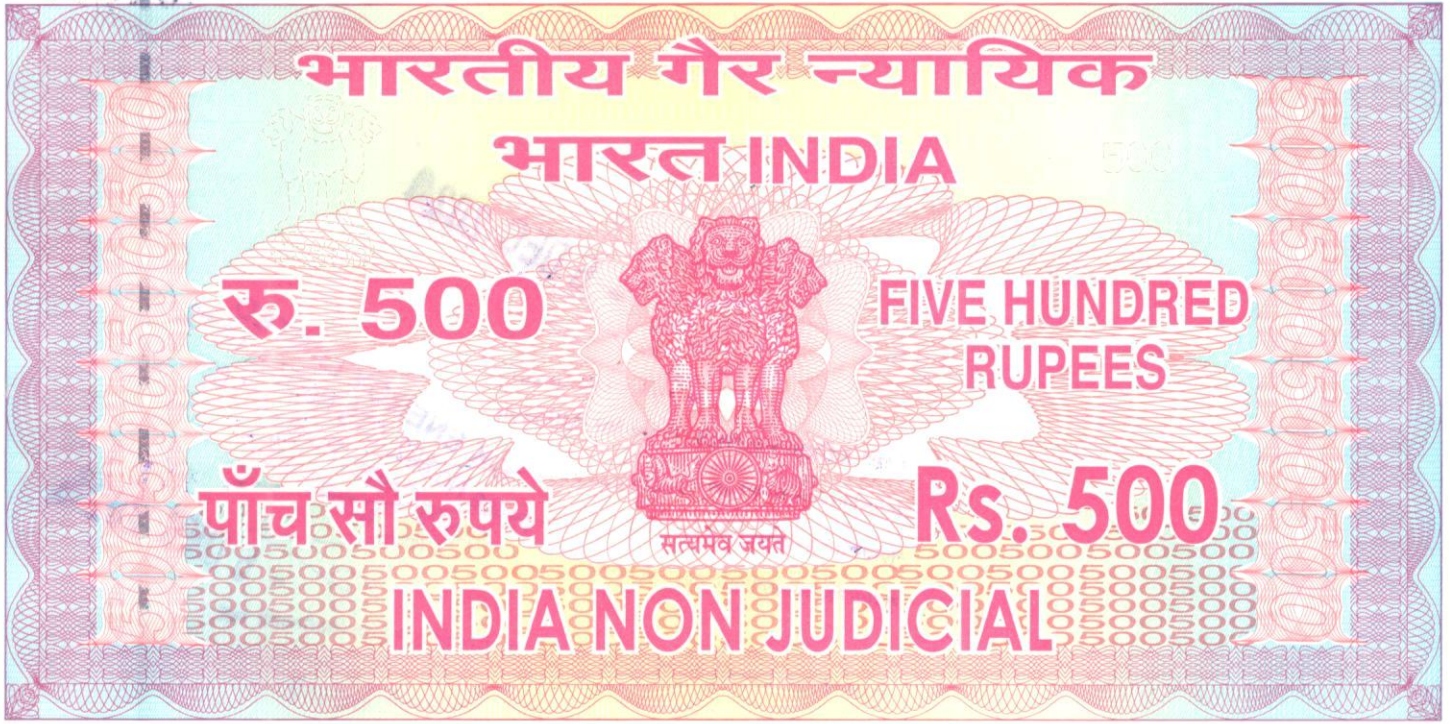
शासकीय कार्यालय/सहायक शासकीय कार्यालय बाय परवाना मुद्रांक

वागदावी जावशकता वही, (शासक कार्यालय अंधेरी २०१८-१९०४ नं. १२)

या कार्यालयात मुद्रांक विक्री करणे, विक्रीबाजलाची नोंद वही भरण्यासाठी मुद्रांक न्याय कार्यालय/मुद्रांक विक्रीबाजलाची नोंद वही भरण्यासाठी आहे

GK ENERGY LIMITED

Authorized Signatory



महाराष्ट्र MAHARASHTRA

2024

CV 630296



श्रीमती उत्का पाटील

AND

Mr. Gopal Rajaram Kabra, adult, Indian inhabitant, residing at D-1603, Marvel Albero, Opp. Angraj Dhaba, Near Khadi Machine Chowk, Kondhwa Budruk, Pune – 411048 having income tax permanent account number AMHPK0808M (hereinafter referred to as “Licensor”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors, nominees and permitted assigns) of the **SECOND PART**.

G. Kabra

Page 3 of 21

GK ENERGY LIMITED
[Signature]
Authorized Signatory

002

- 5 DEC 2024



महाराष्ट्र - १ अफिदावत
महाराष्ट्र प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विपत्त घेणाऱ्याचे नाव _____

मुद्रांक विपत्त घेणाऱ्याचे रहिवासी पत्ता _____

मुद्रांक विपत्तीबाबतची नोंद घरी असु. क्र.सं.क _____

GK ENERGY LIMITED
Office No.802 CTS No.97-A-1/57/2,
Suyog Center, Pune - 411 037,
Maharashtra

दिनांक _____

- 5 DEC 2024

परवानाधारक मुद्रांक विपत्तीच्यादी तर्फे

मुद्रांक विपत्त घेणाऱ्याची राहती

परवाना क्रमांक : ८००००१५

मुद्रांक विपत्तीचे स्थान/पत्ता : अंधेरी कोर्ट वार असेसिएशन

एम. एम. कोर्ट, अंधेरी रेल्वे स्टेशनच्या वायव्य, अंधेरी (पूर्व), मुंबई - ४०० ०६२.

शासकीय कार्यालयासाठी / कार्यालयाच्या वरती असलेल्या मुद्रांक

वागदारी आवश्यकता नाही. (मुद्रांक घेणेसाठी ०५/०५/२०२४ म्यु.पत्र)

ज्या कारणासाठी ज्याने मुद्रांक घेणेसाठी नोंद घेतली आहे त्यासाठी मुद्रांक स्वीकारण्यापासून दमनितता यातून दमनितारक आहे

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RECITALS

WHEREAS

- (A) The Licensor is the exclusive legal and beneficial owner of several trademarks, details of which are provided in Schedule 1 of the Agreement (the "**Trademarks**") which are in the process of registration under class 9 and class 11 of the Trademarks Act, 1999 with The Registrar of Trade Marks, Mumbai. Copies of the status of the applications, as per the records of the Registrar of Trade Marks are annexed to this Deed.
- (B) The Licensee is in the business of providing engineering, procurement and commissioning services ("EPC Services") of solar agriculture pumps, solar rooftops and various decentralised solar products and also supplies solar photovoltaic cells and modules (hereinafter referred to as "Business").
- (C) The Licensor hereby grants to the Licensee and the Licensee hereby accepts subject to the terms of this Agreement, the non-exclusive right and license to use the Trademarks anywhere in the world ("**Licensed Territory**"), in relation to its Business.
- (D) The Licensor and the Licensee have mutually agreed to execute this Agreement to record the terms and conditions in relation to the usage of Trademark and Royalty fees agreed between the Parties.
- (E) In terms of this Agreement, the Licensor has agreed to grant to the Licensee and the Licensee has agreed to receive a non-exclusive licence to use and exploit, the word and logotype and symbol in the format shown in **Schedule – 1 Part B** attached hereto for the purpose of the Licensee's Business during the term of this Agreement.
- (F) The Licensee recognizes that the valuable reputation and goodwill attaching to the Trademarks (as defined hereinafter) is dependent for its preservation on the high quality standards prescribed and established by the Licensor, and accordingly, the Licensee is willing to comply with the Licensor's standards as communicated in writing from time to time in order to obtain such quality and to cooperate in good faith with the Licensor in preserving the reputation and goodwill attached to the Trademarks (as defined hereinafter).

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions:

- 1.1.1 "**Business**" means the business of providing engineering, procurement and commissioning services ("EPC Services") of solar agriculture pumps, solar rooftops and various decentralised solar products and also supply of solar photovoltaic cells and modules.



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- 1.1.2 “**Trademarks**” means the Trademarks, word, logotype and symbol in the format shown in **Schedule - 1** attached hereto, as may be modified by the Licensor from time to time, during the term of this Agreement.
- 1.2 **Except where the context requires otherwise, this Agreement will be interpreted as follows:**
- 1.2.1 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.2.2 Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.
- 1.2.3 Words importing the singular shall include plural and vice versa.
- 1.2.4 Reference to Recitals, Articles and Schedules are to recitals, articles, schedules and annexures of this Agreement.
- 1.2.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral genders.
- 1.2.6 The term person includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in this Agreement shall, where the context permits, include such person's executors, administrators, legal representatives and permitted successors and assigns.
- 1.2.7 A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- 1.2.8 A reference to a statute or statutory provision includes, to the extent applicable at any relevant time, that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision and any subordinate legislation or regulation made under the relevant statute or statutory provision.
- 1.2.9 References to writing include any mode of reproducing words in a legible and non-transitory form.
- 1.2.10 References to Rupees, INR, ₹ and Rs. are references to the lawful currency of India.

ARTICLE 2: LICENSE GRANT & OWNERSHIP



GK ENERGY LIMITED

Authorized Signatory

- 2.1 The Licensor hereby grants to the Licensee and the Licensee hereby accepts subject to the terms of this Agreement, the non-exclusive right and license to use the Trademarks within the Licensed Territory, in relation to its Business as per the terms and conditions set forth under this agreement. The Licensee shall be able to use the Trademarks for sales and services in relation to the Business within the Licensed Territory.
- 2.2 During the term of this Agreement, Licensee shall use the Trademarks only to the extent permitted under this Agreement, and except as provided above, neither Licensee nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Trademarks or any derivative thereof in the Licensed Territory without the prior express written consent of Licensor in its sole and absolute discretion. All rights not expressly granted to Licensee hereunder shall remain the exclusive property of Licensor.
- 2.3 Licensor's Use: Subject to Article 4 (non-compete) of the Agreement, nothing in this Agreement shall preclude Licensor or any of its successors or assigns from using or permitting other entities to use the Trademarks.
- 2.4 This Agreement will in no way constitute the Licensee as an agent of the Licensor. The Licensee will not represent itself to be acting for the Licensor in any capacity whatsoever.
- 2.5 Licensee acknowledges and agrees that Licensor is the owner of all right, title, and interest in and to the Trademarks, and all such right, title and interest shall remain with the Licensor. Licensee shall not contest, dispute, challenge, oppose or seek to cancel Licensor right, title and interest in and to the Trademarks and/or Licensed Mark. Licensee shall not prosecute any application for registration of the Trademarks or marks comprising the Trademarks or seek to register the Trademarks or marks comprising the Trademarks, as a domain name or part of any domain name.
- 2.6 Licensee acknowledges that Licensee shall not acquire any right, title, or interest in the Trademarks by virtue of this Agreement other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. All goodwill and reputation generated by Licensee by use of the Trademarks shall inure to the exclusive benefit of Licensor. Licensee shall not by any act or omission use the Trademarks in any manner that disparages or reflects adversely on Licensor or his reputation. Licensee shall not take any action that would interfere with or prejudice Licensor's ownership or registration of the Trademarks, the validity of the Trademarks or the validity of the license granted by this Agreement.

ARTICLE 3: ROYALTY

- 3.1 In consideration of the licence granted in Article 2, the Licensee shall pay the Licensor royalties in an amount equal to 0.1% (zero point one percent) of the sales of the Licensee using the Trademarks licensed under this Agreement, payable quarterly at the end of each quarter based on the sales report submitted by the Licensee to the Licensor.



- 3.2 The liability of the royalties on the Licensee shall start accruing with effect from 1st April 2025 i.e. after initial cooling period from the date of execution hereof upto 31st March 2025. However, this does not have any restriction on Licensee's right to use the Trademarks during the initial cooling period.
- 3.3 The royalties referred to in clause 3.1 hereinabove shall be subject to applicable goods and service tax or any other similar tax, levy, duty, by whatever name called, which tax shall be paid separately by the Licensee over and above the amount of royalties. The Licensor shall, thereafter, co-operate fully, in good faith, with the Licensee in order to assist the Licensee in recovering such applicable tax as input tax credit under requisite laws.
- 3.4 The royalties payable under this Agreement shall be billed by the Licensor within 7 days of the end of the quarter and payable within 30 days of the end of the quarter.
- 3.5 All royalty payments to be made by the Licensee to the Licensor shall be made in Indian rupees.
- 3.6 If any governmental authority requires the Licensee to deduct tax from any payments due to the Licensor, the Licensor gives his consent for such deduction and the Licensee undertakes to make payment of such tax to the government authority; provided, however, that both Parties shall make reasonable endeavours to secure maximum relief or exemption from any such tax in accordance with any applicable law. In the event that any payment of tax is made by the Licensee pursuant to this Article, the Licensee shall promptly send to the Licensor the appropriate certificate of deduction of tax and all other supporting documentation.
- 3.7 The Licensor shall use royalties generated from this Agreement in his sole discretion.
- 3.8 Save as otherwise provided in this Agreement, if Licensee defaults in the payment, when due, of any sum payable under this Agreement the liability of Licensee shall be increased to include interest on such sum ("Due Sum") from the date when such payment is due ("Due Date") until the date of actual payment at the rate of 12% (twelve percent) per annum (calculated at successive monthly intervals commencing on the Due Date and compounded annually).

ARTICLE 4: NON COMPETE

- 4.1 Limited exclusivity of license: The Licensor agrees that during the term of this Agreement, it shall not grant, directly or indirectly, any license, sublicense, or other rights to use the Trademarks to any other person, entity, or business anywhere in the world that competes, directly or indirectly, with the Business as described in this Agreement.



GK ENERGY LIMITED

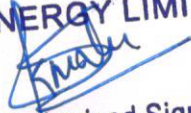
Authorized Signatory

- 4.2 Restricted Use by Licensee: The Licensee acknowledges that the rights granted under this Agreement are solely for the limited purpose of conducting the Business explicitly described herein. The Licensee shall not use the Trademarks for any other business activity or purpose without obtaining the prior written approval of the Licensor.
- 4.3 Prior Approval for New Business Activities: Should the Licensee intend to undertake any new business activity using the Trademarks, whether related to or distinct from the current business activities, the Licensee shall submit a written request to the Licensor detailing the proposed business activity. The Licensee may only proceed with such activity upon receiving the Licensor's prior written consent, which shall not be unreasonably withheld.
- 4.4 Enforcement of Non-Compete Obligation: The Licensor shall ensure compliance with the non-compete obligation, including refraining from entering into agreements or arrangements that could undermine the exclusivity granted to the Licensee under this Agreement. Any breach of this clause by the Licensor shall entitle the Licensee to pursue remedies, including injunctive relief and/or damages, as permitted by law.
- 4.5 Acknowledgment of Mutual Intent: Both Parties acknowledge that this non-compete clause is essential to protecting the goodwill, reputation, and competitive advantage associated with the Trademarks and is integral to the consideration for this Agreement.
- 4.6 Survival: The obligations under this clause shall survive the termination or expiration of this Agreement unless otherwise mutually agreed upon in writing.

ARTICLE 5: LICENSOR'S AND LICENSEE'S OBLIGATIONS

- 5.1 The Licensor shall at all time:
- 5.1.1 remain the sole legal and beneficial owner of the Trademarks.
 - 5.1.2 ensure that no other interest has been granted in or to any of the Trademarks whether in the Licensed Territory or otherwise that conflicts or is inconsistent with the rights granted under this Agreement.
 - 5.1.3 ensure that the Trademarks are valid, enforceable and subsisting in the Licensed Territory and nothing shall be done or omitted to be done which may cause any of it to cease to be so.
 - 5.1.4 ensure that the use of the Trademarks in the Licensed Territory will not infringe or make unauthorised use of the rights of any third party.
- 5.2 The Licensee shall:
- 5.2.1 at all times use the Trademarks as specifically set forth in this Agreement.
 - 5.2.2 at all times use the Trademarks only in connection with the Business. The Licensee shall submit to the Licensor for prior approval all intended uses of the Trademarks, including all labels, nameplates of the product. The inclusion of the Trademarks in nameplates, drawings or specifications furnished to the Licensee shall not be construed as authorisation for use



GK ENERGY LIMITED

Authorized Signatory

- of the Trademarks in any other connection. Subject to Article 4 (Non-Compete), nothing in this Agreement shall be construed to restrict the use by the Licensor of any of the Trademarks or any variation thereof in the Licensed Territory or elsewhere.
- 5.2.3 at all-time observe and maintain all of the Licensor's corporate standards, product standards and other reasonable rules and requests as such may be communicated in writing to the Licensee by the Licensor from time to time ("**Brand Usage Guidelines**"). The Licensee shall at all times maintain the quality standards prescribed by the Licensor in relation to the Business and allow the Licensor access to its offices to monitor, inspect and exercise control over the quality of services. The Licensor reserves the right to periodically inspect the Licensee's facilities, products, and services to ensure compliance with these standards. Without prejudice to the generality of the foregoing, the Licensee agrees to comply with the technical recommendations of the Licensor's. Any failure by the Licensee to comply by Licensor's terms or terms and conditions of this Agreement shall render this Agreement voidable by the Licensor. Any and all goodwill arising from the Licensee's use of the Trademarks shall inure solely to the benefit of the Licensor, and neither during or after the termination of this Agreement and the license granted hereunder shall the Licensee assert any claim to the Trademarks or such goodwill. Licensee shall not take any action that could be detrimental to the goodwill associated with the Trademarks or with the Licensor. The Licensee shall notify the Licensor promptly of any unauthorised use by third parties of Trademarks.
- 5.2.4 At all times strictly comply with the Brand Usage Guidelines 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 distinctive character 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 on any advertising on the internet, etc.)
- 5.2.5 Shall from time to time upon prior request by the Licensor provide access to all the marketing, promotional material or other materials on which the Trademarks are used, to the Licensor, to enable the Licensor to inspect and evaluate whether the Trademarks have been used and depicted in a manner acceptable to the Licensor and in accordance with the quality control requirements that it may specify from time to time.
- 5.2.6 at no time adopt or use, without the Licensor's prior written consent, any variation of the Trademarks, including translations, or any mark likely to be similar to or confusing with the Trademark. In the event that the Licensor consents to any variation of the Trademarks, the Licensee hereby agrees that the Licensor shall own such new mark and shall, at all costs and expense, file and obtain in the Licensor's name all Indian and international trademark registrations. The Licensor agrees to give the Licensee reasonable assistance, including execution and delivery of all documents required by Licensee, in filing such applications for trademark registration.
- 5.3 The Licensee acknowledges that except for the grants set forth in Article 2 above, it has no right or interest in the Trademarks and agrees that upon termination of this Agreement it



GK ENERGY LIMITED

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will not thereafter use any of the Trademarks in any trademark, service mark or logo thereafter employed by it nor will it continue to use any Trademark. Upon request of the Licensor, the Licensee shall execute all documents necessary to confirm the Licensor's rights and interests in and to any of the Trademarks.

- 5.4 The Licensee agrees and acknowledges that it does not have the right to further sub-license the Trademarks without the prior permission from the Licensor.
- 5.5 The Licensor may, in its sole discretion, register or cause to be registered, if registrable, in the name of the Licensor, in the Licensed Territory any Trademark(s). The Licensee shall not register, or attempt to register, any Trademarks covering any product, in any country, without the written consent of the Licensor.

ARTICLE 6: INFRINGEMENT

- 6.1 The Licensee shall notify the Licensor promptly of any infringement or unauthorised use of the Trademarks by others of which the Licensee becomes aware. The Licensor shall have the sole right, at its expense, to bring any action on account of any such infringement or unauthorized use, and the Licensee shall cooperate with the Licensor, as the Licensor may request, in connection with any such action brought by the Licensor.
- 6.2 The Licensor shall have the sole right, at its expense, to defend and settle for other than money damages any action that may be commenced against the Licensor or the Licensee alleging that the Trademark(s) infringes any rights of third parties. the Licensee shall, at the direction of the Licensor, promptly discontinue its use of the Trademarks alleged to infringe rights of such third parties. If the Licensor does not give notice to the Licensee of its intent to defend or settle such action within ninety (90) calendar days after the notice from the Licensee of such alleged infringement, the Licensee may defend the same, at its expense, provided that no settlement shall be made without the prior written approval of the Licensor, which approval shall not be reasonably withheld, and the Licensee shall advise the Licensor periodically of the status of the action and promptly of any material developments. The Licensor reserves the right to participate at any time in such proceedings, each party to bear their own legal costs and expenses except as provided in Article 6.1.

ARTICLE 7: INDEMNIFICATION

- 7.1 Licensee, at its expense, shall defend and indemnify and hold the Licensor harmless from and against any and all liabilities, claims, causes of actions, suits, damages and expenses, including reasonable costs, attorneys' fees and expenses, which the Licensee becomes liable for, or may incur or be compelled to pay by reason of any actions, whether of omission or commission, that may be committed by the Licensee or any of its directors, officers, agents or affiliates in connection with or arising from the Licensee's performance of this Agreement.



GK ENERGY LIMITED

Authorized Signatory

- 7.2 Licensee agrees to indemnify, defend, and hold the licensor free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees, and costs, that the Licensor may incur as a result of a breach by the Licensee of any representation or agreement contained in this Agreement.
- 7.3 The provisions of this Article 6 and the parties' obligation thereunder shall survive the termination of this Agreement.
- 7.4 Under no circumstances shall Licensor be liable to Licensee for indirect, incidental, consequential, special or exemplary damages, arising from such Licensor's performance or non-performance pursuant to any provision of the Agreement (including such damages incurred by third parties), such as, but not limited to, loss of revenue or anticipated profits or lost business.

ARTICLE 8 – REPRESENTATION AND WARRANTIES OF THE LICENSOR AND THE LICENSEE

- 8.1 The Licensor represents and warrants that as at the date hereof:
- 8.1.1 he has good standing under the laws of India and has all requisite power and authority to enter into and perform his obligations under this Agreement;
- 8.1.2 he shall not disclose or make available the Trademarks to any third party competing with the Business of the Licensee except with the prior written consent of the Licensee; and
- 8.1.3 he owns all rights, title, and interest in and to the Trademarks, or that the Trademarks substantially conform to the Agreement, and that the Trademarks shall be free from any third party interest of any nature whatsoever.
- 8.1.4 the Trademarks do not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Licensor by any third party based on an alleged violation of such use.
- 8.1.5 there is no action, suit, claim, investigation or proceeding pending, or to the best of the Licensor's knowledge, threatened against, by or affecting the Licensor which, if adversely decided, might adversely affect the Licensor's ability to enter into this Agreement and/ or the Licensor's performance of its obligations herein, or the Licensee's use of the Trademarks. As of the date hereof, the Licensor further represents and warrants that he does not know of any basis for any such action.
- 8.2 The Licensee represents and warrants that as at the date hereof:
- 8.2.1 it is duly incorporated, validly existing and in good standing under the laws of India and has all requisite corporate power and authority to enter into and perform its obligations under this Agreement;



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- 8.2.2 it shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Licensee by any third party. This warranty shall survive the expiration or termination of this Agreement.
- 8.2.3 there is no action, suit, claim, investigation or proceeding pending, or to the best of the Licensee's knowledge, threatened against, by or affecting the Licensee which, if adversely decided, might adversely affect the Licensee's ability to enter into this Agreement and/ or the Licensee's performance of its obligations herein. As of the date hereof, the Licensee further represents and warrants that it does not know of any basis for any such action.

ARTICLE 9 – CONFIDENTIAL INFORMATION

- 9.1 For the purposes of this Agreement, "Confidential Information" shall mean all written and/or tangible information created or disclosed by a Disclosing Party ("Discloser") to the receiving party ("Recipient") which is confidential, proprietary and/or not generally available to the public, including, but not limited to, this Agreement, information relating in whole or in part to present and future products, services, business plans and strategies, marketing ideas and concepts, present and future product plans, financial data, business plans, all communications and correspondences exchanged between the Parties due to their relationship pursuant to this Agreement, whether or not marked as confidential. Notwithstanding the foregoing, information shall not be deemed to be Confidential Information and the Recipient shall have no obligation with respect to any such information which:
- 9.1.1 is already known to the Recipient; or
- 9.1.2 is or becomes publicly known through no negligence or other wrongful act of the Recipient, or
- 9.1.3 is received by the Recipient from a third party without similar restriction and without breach of this Agreement, or
- 9.1.4 is independently developed by the Recipient without using Disclosing Party's confidential information.
- 9.2 Obligation of Confidential Information from the date of this Agreement until three (3) years after the termination of this Agreement. The Recipient shall keep confidential and will not disclose to third parties (not being its affiliate(s)), the Confidential Information received from, or made available by, the Disclosing Party and will use and cause its Affiliate(s) to use, the same level of care with respect to the Confidential Information as the Recipient employs with respect to its own proprietary and confidential information of like importance, and will not use and will cause its affiliate(s) not to use such Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 9.3 Notice Prior to Disclosure: If the Recipient is required by law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), or pursuant to the requirements of any stock exchange, to



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disclose any Confidential Information, the Recipient will promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of Article 9.2. If, in the absence of any such protective order, remedy or waivers from the Disclosing Party, the Recipient is nonetheless legally compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant legal penalty, the Recipient may disclose only so much of the Confidential Information to the party compelling disclosure as is required by law and shall exercise its reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by co-operating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information by such party compelling disclosure.

- 9.4 Exercise of Due Diligence: Receiving Party shall ensure that any of its employees or affiliate(s) involved in or otherwise having knowledge of any Confidential Information shall comply with the obligations set forth in this Article 9 as if they were a Recipient.

ARTICLE 10 - TERM AND TERMINATION

- 10.1 The term of this Agreement shall commence on the effective date of this Agreement and shall continue in force until terminated as per the termination provisions defined under this Agreement.
- 10.2 In the event that the Licensee uses the Trademarks in any manner other than as specifically set forth in this Agreement and does not correct such default (where such default is capable of being cured) within thirty (30) days of the giving by the Licensor of a written notice to make such correction, the Licensor may terminate this Agreement forthwith.
- 10.3 Either Party may terminate this Agreement for convenience by giving one hundred eighty (180) days written notice to the other Party.
- 10.4 Licensor may terminate this Agreement in case Licensee becomes insolvent or bankrupt.
- 10.5 The Parties may terminate this Agreement with mutual consent.
- 10.6 Upon termination of this Agreement in accordance with Articles 10.1 to 10.5 above, and as requested by the Licensor, the Licensee shall:
- 10.6.1 immediately discontinue the use of the Trademarks in any form;
- 10.6.2 pay all amounts due to the Licensor under this Agreement accrued immediately upon termination of the Agreement.



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ARTICLE 11 - MISCELLANEOUS

- 11.1 This Agreement shall supersede all agreements between the Licensor and the Licensee for the use of Trademarks.
- 11.2 This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. There are no oral warranties, representations of other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein or referred to herein. No amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties hereto.
- 11.3 The obligations of the Licensee created pursuant to the terms and conditions of this Agreement are and shall be the sole and exclusive obligation of the Licensee in respect thereof.
- 11.4 The Licensee shall be liable to pay any stamp duty and other charges, if any, payable in connection with the execution of the Agreement and the registration thereof, if required.
- 11.5 All notices, and other communication to be given or delivered under this Agreement shall be in writing and shall be deemed duly given when received or after five (5) business days of posting of such notice or other communication by registered mail, courier service (postage pre-paid) or confirmed fax communication whichever is earlier, to the other party at the address set forth above, or such other address as the other party may specify from time to time.

ARTICLE 12 - ASSIGNMENT

- 12.1 The Parties shall not assign and transfer any of their respective rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party which consent shall not be withheld unreasonably.
- 12.2 Nothing contained herein shall prevent either Party from transferring this Agreement in favour of any of its affiliates and assigning any of its rights under this Agreement in whole or in part to any of its affiliates. In addition, the Licensee may transfer this Agreement and assign any of its rights under this agreement in whole or in part to the purchaser of the whole or substantially the whole of its Business and Assets subject to prior written approval of the Licensor.
- 12.3 The provisions of this Agreement shall inure to the benefit of and be binding on the parties and in the case of a body corporate its respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any party), permitted assigns and legal representatives and in the case of an individual, on its respective heirs, permitted assigns and legal representatives.



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ARTICLE 13 - NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- 13.1 The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other party. In addition, this Agreement shall not operate so as to create a partnership or joint venture of any kind between the Parties.
- 13.2 Except as specifically provided in the Agreement, each Party is and shall remain an independent party. None of the parties shall be considered an agent of the other, nor shall it have authority to enter into any contract or any obligation for or make any warranty or representation on behalf of the other.

ARTICLE 14 - WAIVER

- 14.1 No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power or remedy under this Agreement by any Party shall preclude any further exercise thereof or the exercise of any other right, power or remedy by that Party. Without limiting the foregoing, no waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 14.2 No waiver of any of the provisions of this Agreement or failure by intent or neglect by any party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement or to take advantage of any right hereunder, shall be deemed or shall constitute a continuing waiver of any such provisions, or a release of the obligations of the party receiving such waiver, or the renunciation of any right unless otherwise expressly provided.

ARTICLE 15 - REMEDIES

- 15.1 All rights and remedies of the Licensor shall be in addition to all other legal rights and remedies belonging to Licensor and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of Licensor, which shall or may have accrued prior thereto.
- 15.2 This Agreement is binding upon and will inure to the benefit of the Parties. The Parties recognise that damages as an alternative to or in lieu of specific performance will not be an adequate remedy and the Parties shall be entitled to injunction and specific performance of this Agreement.
- 15.3 The Parties to this Agreement agree that, to the extent permitted by law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.



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ARTICLE 16 – VARIATION

- 16.1 No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by each party to this Agreement.

ARTICLE 17 – COUNTERPARTS

- 17.1 This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

ARTICLE 18 – EXPENSES

- 18.1 Except as otherwise expressly provided in this Agreement, each of the Parties shall pay its own costs and expenses in connection with this Agreement and the transactions contemplated hereby.

ARTICLE 19 - NO THIRD PARTY BENEFICIARY

- 19.1 The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and their respective successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other person.

ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the whole agreement between the parties in relation to the matters dealt with in this Agreement and supersedes any previous written or oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in this Agreement, provided that this Article shall not exclude any liability for (or remedy in respect of) fraudulent misrepresentation.

ARTICLE 21 - GOVERNING LAW

- 21.1 This Agreement and interpretation of the terms and conditions shall be governed by the laws of India and courts of competent jurisdiction in Pune, Maharashtra, shall have the exclusive jurisdiction for dispute resolution.

IN WITNESS WHEREOF each of the Parties hereto have caused this Agreement to be signed by its duly authorised officers as of the date first hereinabove written.

SIGNED AND DELIVERED

For and on behalf of the Licensee:

Name: Sunil Kamalkishor Malu

Designation: Chief Financial Officer

Signature: _____

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Page 16 of 20

GK ENERGY LIMITED
Authorized Signatory



g.kobir

Date: 7th December 2024

Authorised by resolution of the Board of Directors

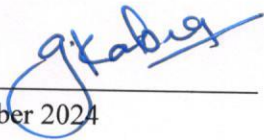
Dated 29th November 2024

The Licensor:

Name: Gopal Rajaram Kabra

Signature: _____

Date: 7th December 2024



Schedule 1

Part A: Details of Trademarks

Sr. No.	Brand/Trade Name/Word Mark	Trademark No.	Class No.	Current Status	Description
1	GK Energy (Word Mark)	5985813	9	Objected (Reply to examination report has not been filed within the stipulated statutory time period. The mark may be deemed to be abandoned by the examiner of trade marks)	Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution of use of electricity; Apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; Recorded and downloadable media, computer software, blank digital or analogue recording and storage media; Mechanisms for coin-operated apparatus; Cash registers, calculating devices; Computers and computer peripheral devices; Diving suits, divers' masks, ear plugs for divers, nose clips for divers and swimmers, gloves for divers,



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					breathing apparatus for underwater swimming; Fire-extinguishing apparatus.
2	GK Energy (Word Mark)	5985820	11	Objected (Reply to examination report has not been filed within the stipulated statutory time period. The mark may be deemed to be abandoned by the examiner of trade marks)	Apparatus and installation for lighting, heating, cooling, steam generating, cooking, drying, ventilating, water supply and sanitary purposes.
3		6044812	9	Objected	Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution of use of electricity; Apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; Recorded and downloadable media, computer software, blank digital or analogue recording and storage

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					media; Mechanisms for coin-operated apparatus; Cash registers, calculating devices; Computers and computer peripheral devices; Diving suits, divers' masks, ear plugs for divers, nose clips for divers and swimmers, gloves for divers, breathing apparatus for underwater swimming; Fire-extinguishing apparatus.
4		6045135	11	Objected	Apparatus and installation for lighting, heating, cooling, steam generating, cooking, drying, ventilating, water supply and sanitary purposes.

Part B: Description of Word, Logotype and Symbol

Word Mark: GK Energy

Logo/Device Mark:



(in all color schemes/combinations)

g. kabir

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As on Date : 28/11/2024

Status : Objected

[View Examination Report](#)

Alert : Awaiting Reply to Examination Report

TM Application No.	5985813
Class	9
Date of Application	19/06/2023
Appropriate Office	MUMBAI
State	MAHARASHTRA
Country	India
Filing Mode	e-Filing
TM Applied For	GK ENERGY
TM Category	TRADE MARK
Trade Mark Type	WORD
User Detail	12/01/2010
Certificate Detail	
Valid upto/ Renewed upto	
Proprietor name	(1) GK ENERGY MARKETERS PRIVATE LIMITED Body Incorporate
Proprietor Address	OFFICE NO. 802, CTS NO. 97-A-1/57/2, SUYOG CENTER, PUNE CITY, PUNE MH 411037 IN
Email Id	****ensolutions@gmail.com
Agent name	AKSHAY ASHOK JADHAV[33247]
Agent Address	406, MANGALWAR PETH, BALAJINAGAR, A-8, SATARA-415002.
Goods & Service Details	[CLASS : 9] Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution or use of electricity; Apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; Recorded and downloadable media, computer software, blank digital or analogue recording and storage media; Mechanisms for coin-operated apparatus; Cash registers, calculating devices; Computers and computer peripheral devices; Diving suits, divers' masks, ear plugs for divers, nose clips for divers and swimmers, gloves for divers, breathing apparatus for underwater swimming; Fire-extinguishing apparatus.

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WARNING/DISCLAIMER: THE DATA OF TRADE MARKS REGISTRY IS UNDER THE PROCESS OF DIGITISATION, IF ANY DISCREPANCY IS OBSERVED IN THE DATA PLEASE CONTACT OR SUBMIT AT APPROPRIATE TRADE MARKS REGISTRY ALONGWITH SUPPORTING DOCUMENTS. THIS WILL HELP IN UPDATION OF ELECTRONIC RECORDS.

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As on Date : 28/11/2024

Status : Objected

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Alert : Awaiting Reply to Examination Report

TM Application No.	5985820
Class	11
Date of Application	19/06/2023
Appropriate Office	MUMBAI
State	MAHARASHTRA
Country	India
Filing Mode	e-Filing
TM Applied For	GK ENERGY
TM Category	TRADE MARK
Trade Mark Type	WORD
User Detail	12/01/2010
Certificate Detail	
Valid upto/ Renewed upto	
Proprietor name	(1) GK ENERGY MARKETERS PRIVATE LIMITED Body Incorporate
Proprietor Address	OFFICE NO. 802, CTS NO. 97-A-1/57/2, SUYOG CENTER, PUNE CITY, PUNE MH 411037 IN
Email Id	****ensolutions@gmail.com
Agent name	AKSHAY ASHOK JADHAV[33247]
Agent Address	406, MANGALWAR PETH, BALAJINAGAR, A-8, SATARA-415002.
Goods & Service Details	[CLASS : 11] Apparatus and installation for lighting, heating, cooling, steam generating, cooking, drying, ventilating, water supply and sanitary purposes.

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As on Date : 29/11/2024

Status : Objected

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Alert : Ready for Show cause Hearing

TM Application No.	6044812
Class	9
Date of Application	30/07/2023
Appropriate Office	MUMBAI
State	MAHARASHTRA
Country	India
Filing Mode	e-Filing
TM Applied For	GK ENERGY
TM Category	TRADE MARK
Trade Mark Type	DEVICE
User Detail	Proposed to be used
Certificate Detail	
Valid upto/ Renewed upto	
Proprietor name	(1) GOPAL RAJARAM KABRA Single Firm
Proprietor Address	D 1603 Marvel Albero, Kondhwa Bk, Pune- 411048.
Email Id	****ensolutions@gmail.com
Agent name	AKSHAY ASHOK JADHAV[33247]
Agent Address	406, MANGALWAR PETH, BALAJINAGAR, A-8, SATARA-415002.
Goods & Service Details	[CLASS : 9] Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; Apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling the distribution or use of electricity; Apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; Recorded and downloadable media, computer software, blank digital or analogue recording and storage media; Mechanisms for coin-operated apparatus; Cash registers, calculating devices; Computers and computer peripheral devices; Diving suits, divers' masks, ear plugs for divers, nose clips for divers and swimmers, gloves for divers, breathing apparatus for underwater swimming; Fire-extinguishing apparatus,

Trade Mark Image : (1)

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As on Date : 29/11/2024

Status : Objected

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Alert : Ready for Show cause Hearing

TM Application No.	6045135
Class	11
Date of Application	31/07/2023
Appropriate Office	MUMBAI
State	MAHARASHTRA
Country	India
Filing Mode	e-Filing
TM Applied For	GK ENERGY
TM Category	TRADE MARK
Trade Mark Type	DEVICE
User Detail	Proposed to be used
Certificate Detail	
Valid upto/ Renewed upto	
Proprietor name	(1) GOPAL RAJARAM KABRA Single Firm
Proprietor Address	D 1603 Marvel Albero, Kondhwa Bk, Pune- 411048.
Email Id	****ensolutions@gmail.com
Agent name	AKSHAY ASHOK JADHAV[33247]
Agent Address	406, MANGALWAR PETH, BALAJINAGAR, A-8, SATARA-415002.
Goods & Service Details	[CLASS : 11] Apparatus and installation for lighting, heating, cooling, steam generating, cooking, drying, ventilating, water supply and sanitary purposes.

Trade Mark Image : (1)



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GK ENERGY LIMITED

(Formerly known as GK Energy Private Limited,
GK Energy Marketers Private Limited)

CIN : U74900PN2008PLC132926

802, Suyog Center, Market Yard,

Gultekadi, Pune - 411037, Maharashtra, India.

Tel. 020-2426 8111 | Email : info@gkenergy.in



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GK ENERGY PRIVATE LIMITED (FORMERLY KNOWN AS GK ENERGY MARKETERS PRIVATE LIMITED) HELD ON 29TH NOVEMBER 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT OFFICE NO. 802, CTS NO. 97-A-1/57/2, SUYOG CENTER, PUNE – 411037

.....

Approval of Draft of Trademark License Agreement and authorization to execute the same

The Chairman informed the Board that, it is proposed to enter into a Trademark License Agreement with Mr. Gopal Rajaram Kabra for commercial use of Word Mark “GK Energy” and related Device Marks owned by Mr. Kabra.

The Board considered the draft of the Trademark License Agreement prepared for the use of the trademarks and reviewed the terms and conditions specified therein. After due deliberations, the following resolution was passed unanimously:

“RESOLVED THAT the Board of Directors of the Company hereby approves the draft of the Trademark License Agreement to be executed between the Company and Mr. Gopal Rajaram Kabra, as presented in the meeting, subject to such modifications as may be deemed necessary.

RESOLVED FURTHER THAT Mr. Mehul Ajit Shah, Director, be and is hereby authorized on behalf of the Company to execute the Trademark License Agreement and to do all such acts, deeds, matters, and things as may be necessary to give effect to the same, including but not limited to signing applications, declarations, filings, and other documents with the appropriate authorities.

RESOLVED FURTHER THAT Mr. Mehul Ajit Shah is also authorized to make any amendments or modifications in the Trademark License Agreement or any other related documents as may be required for ensuring compliance with statutory or regulatory requirements or for the successful completion of the transaction.

RESOLVED FURTHER THAT a certified true copy of this resolution be provided to any authority, party, or person as may be required in relation to this matter.”

For and on behalf of GK Energy Private Limited
(formerly GK Energy Marketers Private Limited)

Jeevan Santoshkumar Innani

Company Secretary & General Manager

Date: 7th December 2024

Place: Pune