

**Indian-Non Judicial Stamp
Haryana Government**

Date : 19/06/2025

Certificate No. G0S2025F3445

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 135571783



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Floraessence Projects Pvt Ltd

H.No/Floor : 5th

Sector/Ward : 62

LandMark : Aipl business club 5th floor sec 62

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****65

**Buyer / Second Party Detail**

Name : As per details given below

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Na

District : Na

State : Na

Phone : 99*****65

Purpose : ALL PURPOSE

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

This TRADEMARK LICENSE AGREEMENT (the "Agreement") is made and effective as of 5th December, 2025 (the "Effective Date"), by and between

ADVANCE INDIA PROJECTS LIMITED, a company incorporated under the Companies Act, 2013, and having its registered office at AIPL Business Club, 5th Floor, Sector 62, Gurugram 122 002, Haryana, India (the "Licensor"), and

FLORALESSENCE PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, and having its registered office at AIPL Business Club, 5th Floor, Sector 62, Gurugram 122 002, Haryana, India, Haryana, India (the "Licensee")

(each a "Party," and collectively, the "Parties"), and their respective successors and permitted assigns.

WHEREAS, the Licensor is the owner of the registered trademark "AIPL" and the associated device/logo (collectively, the "Licensed Marks"), registered with the Trade Marks Registry, India, under Registration No. 3238406 in Class 36 for real estate affairs and related services (as detailed in Schedule A attached hereto);

For Advance India Projects Limited

Authorized Signatory



For Floraessence Projects Pvt. Ltd.

Authorized Signatory

WHEREAS, the Licensee is an affiliate or subsidiary entity of the Licensors engaged in real estate development and related activities in India;

WHEREAS, the Licensors desires to grant, and the Licensee desires to obtain, a license to use the Licensed Marks solely in connection with upcoming real estate projects under development/to be developed under the AIPL brand (the "Licensed Use");

WHEREAS, this Agreement is intended to ensure consistent branding, protect the goodwill associated with the Licensed Marks, and comply with the provisions of the Trade Marks Act, 1999, and other applicable laws in India;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE 1: LICENSE GRANT

1.1 Grant of License: Subject to the terms and conditions of this Agreement, the Licensors hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable, royalty-free license to use the Licensed Marks solely in the Territory (India) for the Licensed Use related to the real estate projects. The Licensee shall not use the Licensed Marks for any other purpose without the prior written consent of the Licensors.

1.2 Restrictions: The Licensee shall use the Licensed Marks only in the form and manner approved by the Licensors, as specified in Schedule B (Mark Usage Guidelines). The Licensee shall not alter, modify, or combine the Licensed Marks with any other marks, logos, or elements without the Licensors's prior written approval. All rights not expressly granted herein are reserved by the Licensors.

1.3 Sublicensing: The Licensee shall not sublicense, assign, or otherwise transfer any rights under this Agreement without the prior written consent of the Licensors.

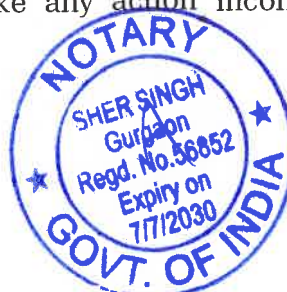
1.4 Territory and Scope: The license is limited to the Territory and the Licensed Use. The Licensee shall not use the Licensed Marks outside the Territory or for any goods, services, or projects not expressly authorized herein.

ARTICLE 2: OWNERSHIP AND GOODWILL

2.1 Ownership: The Licensee acknowledges and agrees that the Licensors is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Licensed Marks, including all registrations, applications, and associated goodwill. The Licensee shall not challenge, contest, or take any action inconsistent with the Licensors's ownership of the Licensed Marks.

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Authorized Signatory



For Floraessence Projects Pvt. Ltd.

[Signature]
Authorized Signatory

2.2 Goodwill: All goodwill arising from the Licensee's use of the Licensed Marks shall inure solely to the benefit of the Licensor. The Licensee shall not acquire any ownership rights in the Licensed Marks by virtue of this Agreement.

2.3 No Registration by Licensee: The Licensee shall not apply for registration of the Licensed Marks or any confusingly similar marks in any jurisdiction, nor shall it register any domain names incorporating the Licensed Marks without the Licensor's prior written consent.

ARTICLE 3: QUALITY CONTROL AND COMPLIANCE

3.1 Quality Standards: To preserve the value and reputation of the Licensed Marks, the Licensee agrees to maintain the quality of all materials bearing the Licensed Marks at a level consistent with the Licensor's standards. The Licensee shall submit samples of all proposed uses of the Licensed Marks to the Licensor for prior approval. The Licensor shall have the right to inspect the Licensee's operations and materials at reasonable times to ensure compliance.

3.2 Compliance with Laws: The Licensee shall ensure that its use of the Licensed Marks complies with all applicable laws, rules, and regulations in India, including the Trade Marks Act, 1999, the Consumer Protection Act, 2019, and any guidelines issued by the Trade Marks Registry. The Licensee shall promptly notify the Licensor of any regulatory inquiries or requirements related to the Licensed Marks.

3.3 Marking Requirements: The Licensee shall affix appropriate trademark notices and legends indicating the Licensor's ownership on all materials bearing the Licensed Marks, in accordance with the Licensor's instructions.

3.4 Infringement Notification: Each Party shall promptly notify the other of any suspected infringement, imitation, or unauthorized use of the Licensed Marks. The Licensor shall have the sole right to take action against such infringements, and the Licensee shall cooperate fully, at the Licensor's expense.

3.5 Audit Rights: The Licensor or its authorized representatives shall have the right, upon reasonable notice and during business hours, to audit the Licensee's records and premises related to the use of the Licensed Marks to verify compliance with this Agreement. The Licensee shall maintain accurate records for at least two (2) years after termination.

ARTICLE 4: CONSIDERATION

4.1 Royalty-Free License: In consideration of the intra-group nature of this Agreement and the mutual benefits derived therefrom, the license granted herein is royalty-free. No

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fees, royalties, or other payments shall be due from the Licensee to the Licensor, unless otherwise agreed in writing.

4.2 Taxes: Each Party shall be responsible for its own taxes arising from this Agreement. The Licensee shall withhold and pay any applicable taxes (including GST) on behalf of the Licensor if required by law and provide certificates thereof.

ARTICLE 5: REPRESENTATIONS AND WARRANTIES

5.1 Licensor's Representations: The Licensor represents and warrants that: (a) it is the rightful owner of the Licensed Marks; (b) it has the authority to grant the license herein; and (c) to its knowledge, the Licensed Marks do not infringe any third-party rights.

5.2 Licensee's Representation: The Licensee represents and warrants that: (a) it will use the Licensed Marks only as permitted herein; (b) it will not take any action that could harm the Licensed Marks or the Licensor's reputation; and (c) it is duly authorized to enter into this Agreement.

5.3 Mutual Warranties: Each Party warrants that this Agreement does not violate any other agreement to which it is a party and that it will comply with all applicable laws.

5.4 Disclaimer: EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6: INDEMNIFICATION

6.1 Indemnity by Licensee: The Licensee shall indemnify, defend, and hold harmless the Licensor, its officers, directors, employees, and affiliates from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) the Licensee's misuse of the Licensed Marks; (b) any breach of this Agreement by the Licensee; or (c) the Licensee's operations or materials.

6.2 Indemnity by Licensor: The Licensor shall indemnify, defend, and hold harmless the Licensee from and against any claims alleging that the Licensed Marks infringe third-party intellectual property rights, provided the Licensee has used the Marks in accordance with this Agreement.

6.3 Procedure: The indemnified Party shall promptly notify the indemnifying Party of any claim and cooperate in its defense. The indemnifying Party shall control the defense, but shall not settle any claim without the indemnified Party's consent if it admits liability or imposes obligations on the indemnified Party.

ARTICLE 7: TERM AND TERMINATION

For Advance India Projects Limited

Authorized Signatory



For Floraessence Projects Pvt. Ltd.

Authorized Signatory

7.1 Term: This Agreement shall commence on the Effective Date and continue for an initial term of 10 (ten) years, unless earlier terminated. It may be renewed by mutual written agreement.

7.2 Termination: This Agreement may be terminated: (a) by mutual written consent; (b) by either Party upon sixty (60) days' written notice for convenience; (c) immediately by the Licensor if the Licensee breaches any material provision (including quality control) and fails to cure within thirty (30) days of notice; or (d) automatically upon the Licensee's insolvency, dissolution, or assignment for the benefit of creditors.

7.3 Effects of Termination: Upon termination or expiration: (a) all rights granted to the Licensee shall cease; (b) the Licensee shall immediately discontinue use of the Licensed Marks and destroy or return all materials bearing them, subject to the phase-out period in Section 7.4; and (c) the Licensee shall confirm in writing its compliance within thirty (30) days.

7.4 Phase-Out Perio: Notwithstanding Section 7.3, the Licensee shall have a ninety (90) day phase-out period following termination to deplete existing inventory of marketing materials bearing the Licensed Marks, provided such use complies with this Agreement and does not imply ongoing affiliation.

7.5 Survival: Articles 2 (Ownership), 5 (Representations), 6 (Indemnification), 8 (Confidentiality), 9 (Limitation of Liability), 10 (Relationship of Parties), 11 (Assignment), 12 (Miscellaneous), and any payment obligations shall survive termination.

ARTICLE 8: CONFIDENTIALITY

8.1 Confidential Information: Each Party may disclose confidential information to the other in connection with this Agreement. The receiving Party shall maintain such information in confidence and use it only for purposes of this Agreement, except as required by law.

8.2 Exceptions: Confidentiality obligations do not apply to information that is publicly known, independently developed, or rightfully obtained from a third party.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 Limitation: Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

9.2 Exceptions: This limitation does not apply to breaches of confidentiality, indemnification obligations, or willful misconduct.

ARTICLE 10: ASSIGNMENT AND SUCCESSORS

For Advance India Projects Limited

Bruno
Authorized Signatory



For Floralessence Projects Pvt. Ltd.

[Signature]
Authorized Signatory

10.1 **Assignment:** This Agreement and the rights herein may not be assigned by the Licensee without the Licensor's prior written consent. The Licensor may assign this Agreement to an affiliate or successor in interest upon notice.

10.2 **Successors:** This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

ARTICLE 11: MISCELLANEOUS

11.1 **Governing Law:** This Agreement shall be governed by the laws of India, without regard to conflict of laws principles.

11.2 **Dispute Resolution:** Any disputes arising hereunder shall be resolved through binding arbitration in Gurugram, Haryana, under the Arbitration and Conciliation Act, 1996, by a single arbitrator appointed by mutual consent or by the Delhi High Court. The arbitration shall be in English, and the award shall be final and enforceable in courts.

11.3 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements. It may be amended only in writing signed by both Parties.

11.4 **Severability:** If any provision is held invalid, the remainder shall continue in full force.

11.5 **Waiver:** No waiver of any breach shall constitute a waiver of any subsequent breach.

11.6 **Notices:** Notices shall be in writing and delivered to the addresses specified above, or as updated by notice.

11.7 **Force Majeure:** Neither Party shall be liable for delays caused by events beyond its reasonable control, excluding payment obligations.

11.8 **Counterparts:** This Agreement may be executed in counterparts, each deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR: Advance India Projects Limited

By: _____ Date: 5th December, 2025

For Advance India Projects Limited

Bruno
Authorized Signatory

LICENSEE: Floralessence Projects Private Limited

By: _____ Date: 5th December, 2025

For Floralessence Projects Pvt. Ltd.

[Signature]
Authorized Signatory

ATTESTED

[Signature]

**SHER SINGH
ADVOCATE & NOTARY**

Dist. Court Gurugram (Haryana)



05 DEC 2025

SCHEDULE A: DESCRIPTION OF LICENSED MARKS

- Trademark: AIPL WITH DEVICE (Logo)
 - Registration No.: 3238406
 - Class: 36 (Real estate affairs)
 - Description: Stylized "AIPL" with associated device/logo (visual representation attached as Exhibit 1, if applicable).

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SCHEDULE B: MARK USAGE GUIDELINES

1. The Licensed Marks must be used in their exact registered form, without distortion.
2. Prohibited uses: No use in a manner that could dilute or tarnish the Marks.
3. Approval process: All new materials must be submitted for review at least 14 days prior to use.

For Advance India Projects Limited

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Authorized Signatory



For Floralessence Projects Pvt. Ltd.

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ATTESTED

[Signature]

SHER SINGH
ADVOCATE & NOTARY
Distt. Court Gurugram (Haryana)

05 DEC 2025