



**KHAITAN
& CO**
Advocates since 1911

TRADEMARKS AND COPYRIGHTS LICENSE AGREEMENT

2nd February, 2022

BETWEEN

GUJARAT FLUORO CHEMICALS LIMITED

AND

INOX GREEN ENERGY SERVICES LIMITED

AND

Mr. DEVANSH JAIN

Khaitan & Co
One World Center (earlier One Indiabulls Centre),
10 & 13 flr, Tower 1C,
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THIS TRADE MARKS AND COPYRIGHTS LICENSE AGREEMENT ("Agreement") is entered into on this 2nd day of February 2022

BETWEEN:

GUJARAT FLUORO CHEMICALS LIMITED, a company incorporated under the Companies Act 2013, having its registered office at Survey No 16/3, 26 & 27 Taluka Ghoghamba Village Ranjitnagar Panch Mahals, Gujarat – 389380 and its principal place of business at INOX Towers, 17, Sector - 16A, Noida – 201301, Uttar Pradesh (hereinafter referred to as the "**Licensor**" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the FIRST PART;

AND

INOX GREEN ENERGY SERVICES LIMITED, a company existing under the Companies Act, 2013, having its registered office at Survey No. 1837 & 1834 at Moje Jetalpur, ABS Towers, Second Floor, Old Padra Road, Vadodara – 390007, Gujarat and its principal place of business at INOX Towers, 17, Sector - 16A, Noida – 201301 (UP) (hereinafter referred to as the "**Licensee**" which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the SECOND PART.

AND

DEVANSH JAIN, representative of Jain family, residing at 47, Golf Links, New Delhi 110003 (hereinafter referred to as the "**Confirming Party**" which expression shall unless repugnant to the context or meaning thereof mean and include his legal heirs, executors and administrators) of the THIRD PART.

"Parties" shall mean collectively the Licensor, the Licensee and the Confirming Party and "Party" means the Licensor, Licensee and Confirming Party individually.

WHEREAS:

- A. the Licensor is in the business of manufacturing Products (defined hereinafter) and offering Services (defined hereinafter);
- B. the Licensee is engaged in business of providing operations and maintenance services for wind energy farms; and
- C. The Confirming Party is a representative of the Jain family and that the said Jain family is the owner and proprietor of the mark 'INOX' which is used/registered in respect of various goods/services/businesses such as chemicals and wind energy business, and the Confirming Party being entitled by the Jain family to license the mark 'INOX', has accordingly licensed the mark 'INOX' to the Licensor, whereby the Licensor has the right (i) to use the mark 'INOX' solely or in combination with the Licensor's mark 'GFL' or any other mark, in relation to Products and Services; (ii) to apply for registration of the same, solely or in combination with the Licensor's mark 'GFL' or any other mark, for the Products and Services including right to sub-license to Licensor's group company;



- D. In accordance with the mutual understanding between the Parties, the Licensor had granted an oral license to the Licensee to use the Trade Marks (defined hereinafter) and Copyrights (defined hereinafter) for the Products, Services and the Purpose (defined hereinafter), in the Territory (defined hereinafter) and the Parties have now decided to put the oral license in writing, in accordance with the terms and conditions set out in this Agreement (defined hereinafter).

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

- 1.1 **"Agreement"** means this Trade Marks and Copyrights License Agreement along with any annexures hereto, and shall include any mutually agreed modifications or amendments thereto made in writing after the date of execution of this Agreement;
- 1.2 **"Brand Usage Guidelines"** means the brand usage guidelines (and as modified from time to time) provided in writing by the Licensor to the Licensee;
- 1.3 **"Business Day"** means any time between 9.00 am and 6.00 pm on a day which is not a Saturday, a Sunday or a public holiday and a day on which the banks are open for business in India. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly;
- 1.4 **"Copyrights"** means any and all copyrights in the artistic work subsisting in all the Trade Marks defined in Clause 1.13 below;
- 1.5 **"Effective Date"** means 1 January 2022;
- 1.6 **"Person"** shall mean any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, government authority or trust or any other entity or organization;
- 1.7 **"Products"** shall mean the products manufactured by the Licensor, details whereof are set forth in Annexure A hereto;
- 1.8 **"Purpose"** shall mean the business of providing operations and maintenance services for wind energy farms;
- 1.9 **"Services"** shall mean the services offered by the Licensor, details whereof are set forth in Annexure B hereto;
- 1.10 **"Term"** shall have the meaning given to it in Clause 10 of this Agreement;



- 1.11 "Territory" means India;
- 1.12 "Third Party" means any Person not being a Party to this Agreement;
- 1.13 "Trade Marks" means the trade marks set forth in Annexure C;

2. INTERPRETATION

- 2.1 The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute/legislation.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the same.
- 2.4 References to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 2.5 Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day.
- 2.6 Words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" have the correlative meanings.
- 2.7 Any reference to "writing" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form.
- 2.8 The words "include" and "including" are to be construed without limitation.
- 2.9 No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
- 2.10 If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the annexures or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.



3. GRANT OF LICENSE

- 3.1 Subject to any limitations and other terms and conditions of this Agreement, during the Term of this Agreement, with effect from Effective Date, the Licensor grants and confirms a non-exclusive, non-assignable, non-sub-licensable and limited license to the Licensee to use the Trade Marks and Copyrights in relation to the manufacture and offering the Products, Services and the Purpose, in the Territory.
- 3.2 The Licensor hereby ratifies all acts, deeds, matters or things done by the Licensor and the Licensee on the basis of the license contemplated herein prior to the date hereof.
- 3.3 The rights granted by the Licensor to the Licensee under this Agreement are personal in character and therefore the Licensee is not permitted to assign, transfer or grant any sub-license to, or otherwise dispose of the whole or any part of its right, title and interest to and in respect of this Agreement to any Third Party.
- 3.4 The Trade Marks and Copyrights licensed hereunder are specifically licensed for use in relation to the Products, Services and the Purpose in the Territory and not for use outside the Territory.
- 3.5 It is acknowledged that the use of Trade Marks and Copyrights shall be strictly in accordance with and in the manner set out in the Brand Usage Guidelines.
- 3.6 The Parties agree that this Agreement will not, in any way restrict or limit the Licensor's use of the Trade Marks and Copyrights in respect of any business and the Licensee agrees that nothing in this Agreement shall prevent or restrict the use of the Trade Marks and Copyrights by any Third Party deriving their rights from the Licensor in respect of any business or as part of the corporate title, business name or internet domain name of any company, including in the Territory.
- 3.7 The Confirming Party hereby confirms the grant of license contemplated in this Agreement and ratifies all acts, deeds, matters or things done by the Licensor and the Licensee on the basis of the license contemplated herein prior to the date hereof.

4. LICENCE FEE

- 4.1 The Licensee shall pay the Licensor a royalty of Rs. 2,00,000/- (Rupees Two Lakhs) per annum or such other royalty as mutually agreed between the Parties ("Licence Fee") for the rights granted to the Licensee under this Agreement.
- 4.2 The Parties agree that the Licensor will raise an invoice for the License Fee in the immediately succeeding calendar month after end of each financial year or such time as time as mutually agreed between the Parties.

5. OWNERSHIP OF THE TRADE MARKS AND COPYRIGHTS

- 5.1 It is understood that nothing herein contained shall be deemed to give the Licensor or the Licensee any right, title or interest in the mark 'INOX' other than license provided herein.



- 5.2 The Licensor and the Licensee acknowledge and agree that they have not acquired and as expressly provided herein do not and will not acquire at any time hereafter any right of any nature whatsoever in the mark 'INOX' and agree and undertake that they will not at any time take advantage of any legal possibility to acquire rights of their own in or to the mark 'INOX' or any variation thereof capable of causing deception or confusing therewith and hereby renounce any such right.
- 5.3 The Licensee acknowledges and agrees that it has not acquired and as expressly provided herein does not and will not acquire at any time hereafter any right of any nature whatsoever in the Trademarks and Copyrights and agrees and undertakes that it will not at any time take advantage of any legal possibility to acquire rights of its own in or to the Trademarks or Copyrights or any variation thereof capable of causing deception or confusing therewith and hereby renounces any such right.
- 5.4 The Licensee agrees that the Licensee shall execute all such documents and furnish all information as may be required by the Licensor/Confirming Party for the purpose of the prosecution and / or registration of the Trade Marks and Copyrights in India.
- 5.5 The Licensee further acknowledges that it holds no ownership in the Trade Marks and Copyrights and that it will not, during the Term hereof or at any time thereafter:
- 5.5.1 authorise, assist or knowingly allow the use of the Trade Marks and Copyrights by any Third Party;
- 5.5.2 register or seek or counsel, procure or assist any Third Party to register any other word mark or device mark similar thereto or calculated or in any way likely to cause confusion or deception by comparison with the Trade Marks and Copyrights in respect of any class of goods or services whether in the Territory or in any other jurisdiction;
- 5.5.3 dispute or impugn the validity of the Trade Marks and Copyrights, whether registered or unregistered, or question the ownership of the Trade Marks or Copyrights and/or set up any claim in the Trade Marks and Copyrights and in the mark 'INOX' adverse to that of the Licensor/Confirming Party. In particular, the Licensee shall not, directly or indirectly, apply for rectification or cancellation of the registration of the Trade Marks or oppose the registration of the Trade Marks or challenge the title of the Trade Marks or the mark 'INOX' or the validity of the license granted hereunder and shall not counsel, procure or assist any other party to do so;
- 5.5.4 dilute, harm, misuse or bring the Trade Marks or Copyrights to disrepute or do, cause, suffer or omit to be done any act, deed, matter or thing whatsoever which, shall, or is likely to, adversely affect or prejudice, directly or indirectly, the Licensor's right, title, interest, power or authority whatsoever in or in relation to or in respect of the Trade Marks and Copyrights;
- 5.5.5 without prejudice to the generality of the aforesaid provisions, the Licensee shall not enter into any agreement with any Person in the Territory or elsewhere, which, shall, or is likely to, adversely affect or prejudice, directly or indirectly, the Licensor's right, title,



interest, power or authority whatsoever in or in relation to or in respect of the Trade Marks or Copyrights;

- 5.5.6 make any assignment, pledge, or hypothecation of this Agreement or its performance under this Agreement without the prior written permission of the Licensor/Confirming Party;

6. QUALITY OF PRODUCTS AND SERVICES AND MANNER OF USE OF THE TRADE MARKS AND COPYRIGHTS

- 6.1 The Licensee shall use the Trade Marks and Copyrights always strictly in accordance with the Brand Usage Guidelines and shall not use the Trade Marks and Copyrights 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 validity of same in any other way.
- 6.2 The Licensee agrees that the Trade Marks and Copyrights shall not be used on or in connection with any products or services other than the Products or Services or Purpose as expressly mentioned under this Agreement.

7. PROTECTION OF TRADE MARKS AND COPYRIGHTS

- 7.1 The Licensee shall immediately inform the Licensor, or any other Person appointed thereby, about any violation or threatened violation of the Trade Marks and Copyrights or of any passing off or of any act or thing which might vitiate or prejudice the rights of the Licensor in and to the Trade Marks and Copyrights, which it may become aware of and shall provide assistance to the Licensor upon request to determine the nature, the origin, the duration and extent of such violation.
- 7.2 The Licensor shall unilaterally decide on a strategy to determine any action to be taken with regard to the aforementioned violation or threatened violation and to undertake any suitable action, including litigation, to enjoin or correct such violations. The Licensee shall provide the Licensor directly or indirectly, with any assistance that may be reasonably required.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Parties represent that the Parties have full legal capacity, right, power and authority to enter into and execute this Agreement.
- 8.2 Neither the signing nor the delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with or, result in the breach of, or constitute a default under, any of the provisions of any corporate restrictions or any agreement or instrument to which it is party or by which it is bound.



9. INDEMNITY

The Licensee shall indemnify the Licensor for any breach of Licensee's obligations under this Agreement. The Licensee shall at all times defend, hold harmless and keep the Licensor indemnified from and against all claims, demands, actions, proceedings or prosecutions whatsoever which may be brought, commenced or prosecuted against the Licensor or in which the Licensor may be involved in consequence of, or relating to, or arising out of the use (or mis-use) by the Licensee of the Trade Marks and Copyrights provided or made available by the Licensor. The indemnities shall extend to all costs, damages, expenses, fees (including fees of legal counsel), increases in liabilities or decreases in assets incurred by the Licensor in connection therewith.

10. TERM OF THE AGREEMENT

The Term of this Agreement shall commence from the Effective Date and shall remain in force unless terminated pursuant to Clause 11.

11. TERMINATION

11.1 The Agreement shall be terminated at any time:

11.1.1 at will of the Licensor or the Licensee; or

11.1.2 by mutual written agreement between the Licensor and the Licensee; or

11.1.3 if the License is no longer a group company of Inox Wind Limited or Gujarat Fluorochemicals Limited;

11.1.4 by the Licensor by giving notice to the Licensee in the event of material breach or default in performance of any of the obligations by the Licensee and where such breach or default has not been corrected by the Licensee within 45 days after notice from the Licensor specifying the nature of the material breach or default then the Licensor shall be entitled to terminate this Agreement immediately and without any further notice; or

11.1.5 by either the Licensor or the Licensee in the case of the other becoming insolvent or is declared bankrupt or goes into liquidation, voluntary or compulsory, except for the purpose of amalgamation or reconstruction, effective immediately upon written notice to the Licensor or Licensee, or if a receiver is appointed for the business or assets of either the Licensor or the Licensee, then either the Licensor or Licensee at its option may thereupon terminate the Term of this Agreement by notice effective from the date thereof; or

11.1.6 by the Confirming Party terminating the license issued in favour of the Licensor for use of the mark 'INOX'.

11.2 It is expressly agreed and understood by the Licensor and the Licensee hereto that in the event of termination pursuant to the terms and conditions of this Agreement, the Party electing to terminate shall incur no liability to the other Party hereto for damages arising from the rightful

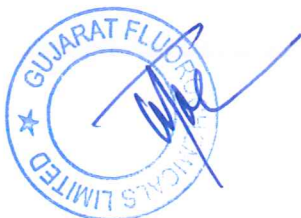


exercise of the right to terminate this Agreement. Any termination of this Agreement as provided herein shall take effect without any court pronouncement.

- 11.3 Under no circumstances will the Licensee be released from the liability or obligation accrued prior to the date of termination.
- 11.4 The Licensor and/or Licensee shall inform the Confirming Party about the occurrence of the event of termination.
- 11.5 In the event of termination of this Agreement:
- 11.5.1 the Licensee shall within 3 months cease and desist from using the Trade Marks and Copyrights or any other trade marks, artistic works, logo or device, or trade name in any alphabet script or language comprising, imitating or being confusingly similar to the Trade Marks and Copyrights;
- 11.5.2 the Licensee shall within 3 months return all the unsold Products bearing the Trade Marks and Copyrights;
- 11.5.3 the Licensee shall immediately stop referring to itself as a licensee of the Licensor and of the Trade Marks and Copyrights whether current or past, in any way whatsoever;
- 11.5.4 eliminate any reference to the Trade Marks and Copyrights in its corporate material, commercial documents, tariffs, letterheads, invoices; and
- 11.5.5 notwithstanding the termination of the Term, the terms of this Agreement which by their operation or effect are intended to survive shall survive and continue to bind the Licensee thereafter to such extent and for so long as may be necessary to give effect to the rights and obligations embodied herein or therein.

12. DISPUTES AND ARBITRATION

- 12.1 It is specifically agreed that in case of any dispute, controversy, claim or breach arising out of or in relation to this Agreement (including any dispute as to the existence and/or validity hereof) the Parties shall seek to resolve such controversy, claim or breach by amicable arrangement and compromise, and only if the Parties fail to resolve the same by amicable arrangement and compromise within 45 days after commencement of discussions, or such longer period as the Parties agree to in writing, either Party may resort to arbitration. All remedies of the Licensor under this Agreement, at law or in equity are cumulative, and none shall be considered the exclusive remedy of the Licensor.
- 12.2 Once the dispute is referred to arbitration, each of the Parties shall appoint one arbitrator each. The three arbitrators (one selected by each Party) shall conduct arbitral proceedings in accordance with and subject to the provisions of the Arbitration and Conciliation Act, as amended from time to time. The award rendered shall be final and binding upon the Parties. Unless otherwise determined by the arbitrators, the Parties shall bear their own costs of arbitration. The language of the arbitration shall be English and the venue shall be Delhi.



13. APPLICABLE LAW

This Agreement shall in all respects be construed and interpreted in accordance with the Laws of India.

14. NOTICES

14.1 Form of Notice

Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each, a "Notice" for the purposes of this clause) shall be in English language, in writing and signed by or on behalf of the person giving it.

14.2 Method of Service

Service of a notice must be effected by one of the following methods:

14.2.1 by hand to the relevant address set out in Clause 14.3 and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

14.2.2 by email to the electronic mailing address set out in Clause 14.3; or

14.2.3 by courier to the relevant address set out in Clause 14.3 and shall be deemed served at the start of the 2nd (second) Business Day after the date of posting.

14.3 Address for Service

Notices shall be addressed as follows:

(a) Notices to the Licensor:

Name : Gujarat Fluorochemicals Limited
Address : ABS Tower 2nd Floor, Old Padra Road
Vadodara, Gujarat-390007
Email : [manojagrawal@gfl.co.in]
To the attention of : Manoj Agrawal

With copy to (which shall not constitute a notice):



Name : Gujarat Fluorochemicals Limited
Address : ABS Tower 2nd Floor, Old Padra Road
Vadodara, Gujarat-390007
Email : kallolchakraborty@gfl.co.in
To the attention of : Kallol Chakraborty

(b) Notices to Licensee:

Name : Inox Green Energy Services Limited
Address : Plot no 17, Sector 16 A, Film City Noida
201301
Email : Govind.rathor@inowind.com
To the attention of : Govind Rathor

With copy to (which shall not constitute a notice):

Name : Inox Green Energy Services Limited
Address : Plot no 17, Sector 16 A, Film City Noida
201301
Email : Pooja.paul@inoxwind.com
To the attention of : Pooja Paul

(c) Notices to Confirming Party:

Name : Devansh Jain



Address : Plot no 17, Sector 16 A, Film City Noida
201301

email : Devansh.jain@gfl.co.in

14.4 Change of details

A Party may change its address for service provided that it gives the other Party not less than 30 days' prior notice in accordance with this Clause 14. Until the end of such notice period, service on either address shall remain effective.

15. **MISCELLANEOUS**

15.1 Waiver

15.1.1 To the extent permitted by applicable Law: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the Party or Parties giving the same; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

15.1.2 The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

15.2 Assignment

This Agreement, or any right or interest herein, shall not be assignable or transferable by the Licensee.

15.3 Amendments



This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

15.4 No Partnership

No Party shall act as an agent of the other Party or have any authority to act for or to bind the other Party.

15.5 Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of the Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of the Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of the Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in the Agreement.

15.6 Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. Provided that where different rights are created as a result of or on account of a single cause of action, where a Party has achieved complete remedy by pursuing one course of action, such Party shall not be entitled to pursue other causes of action to seek further remedies for the same cause of action.

15.7 Specific Performance

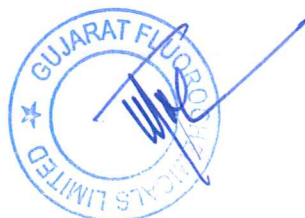
The Parties agree that damages may not be an adequate remedy and that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement.

15.8 Entire Agreement

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Parties with respect to the subject matter herein.

15.9 Partial Invalidity

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Law, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.



15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

15.11 Further Assurances

The Parties shall promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as may be reasonably deemed necessary or desirable in obtaining the full benefits of this Agreement.

15.12 Costs and Expenses

Each of the Parties shall bear their own legal costs, disbursements charges and expenses incurred in and about the negotiation, preparation and execution of this Agreement and any other document executed in connection with this Agreement, provided however that all stamp duty payable in relation to this Agreement and any other document executed in connection with this Agreement shall be equally borne by Licensor and Licensee.

15.13 Survival

The termination of this Agreement shall in no event terminate or prejudice: (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination, including the provisions of Clause 12 (Disputes and Arbitration), Clause 13 (Applicable Law), Clause 14 (Notices) and Clause 15 (Miscellaneous).

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of Gujarat Fluorochemicals Limited




By: *Jitendra Mohanani*
Title: *Authorised Signatory*
[Authorised by resolution of
.....
.....
.....]

Signed and delivered for and on behalf of Inox Green Energy Services Limited



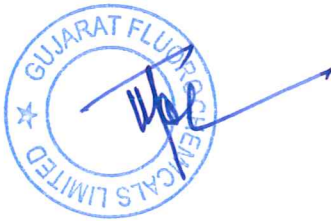

By: *Pooja Paul*
Title: *Authorised Signatory / Company Secretary*
[Authorised by resolution of the IGESL
Committee of Board of Directors for
Operations dated 28th January, 2022]

Signed and delivered by Devansh Jain on behalf of Jain family

ANNEXURE A

PRODUCTS

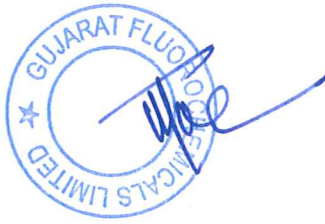
Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, solar furnaces, solar thermal collectors[heating]; Chemical used in industry, science, photography, agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; fire extinguishing and fire prevention compositions; tempering and soldering preparations; substances for tanning animal skins and hides; adhesives for use in industry; putties and other paste fillers; compost, manures, fertilizers; biological preparations for use in industry and science; chemical substances for preserving foodstuffs; unprocessed fluoropolymer resins; Paints; varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants, dyes; inks for printing, marking and engraving; raw natural resins; metals in foil and powder form for painters; decorators; printers and artists; Scientific, nautical, surveying, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; Wind socks for indicating wind direction, solar batteries, inductors [electricity]; Refrigerant gases; Industrial oils and greases; wax; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles, wicks; Rubber, unprocessed and semi-processed rubber; gutta-percha, asbestos, mica and goods made from these materials; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes, tubes and hoses, not of metal; and Products related to the business of providing operations and maintenance services for wind energy farms.







ANNEXURE B

SERVICES




Advertising; business management; business administration; office functions, Commercial information and advice for customer; and Services related to the business of providing operations and maintenance services for wind energy farms.



**ANNEXURE C
TRADE MARKS**

SR. NO	APPLICATION NUMBER	DATE OF APPLICATION	CLASS	TRADE MARK	GOODS/SERVICES
1.	5284279	13 January 2022	35		Advertising; business management; business administration; office functions, Commercial information and advice for customer
2.	5284280	13 January 2022	11		Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, solar furnaces, solar thermal collectors[heating]
3.	5284281	13 January 2022	1		Chemical used in industry, science, photography, agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; fire extinguishing and fire prevention compositions; tempering and soldering preparations; substances for tanning animal skins and hides; adhesives for use in industry; putties and other paste fillers; compost, manures, fertilizers; biological preparations for use in industry and science; chemical substances for preserving foodstuffs; unprocessed fluoropolymer resins
4.	5284282	13 January 2022	2		Paints; varnishes, lacquers; preservatives against rust and against



					deterioration of wood; colorants, dyes; inks for printing, marking and engraving; raw natural resins; metals in foil and powder form for painters; decorators; printers and artists
5.	5284283	13 January 2022	9		Scientific, nautical, surveying, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; Wind socks for indicating wind direction, solar batteries, inductors [electricity]
6.	5284284	13 January 2022	4		Refrigerant gases; Industrial oils and greases; wax; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles, wicks
7.	5284285	13 January 2022	17		Rubber, unprocessed and semi-processed rubber; gutta-percha, asbestos, mica and goods made from these materials; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes, tubes and hoses, not of metal

