



IN-GJ75882101714428V



सत्यमेव जयते

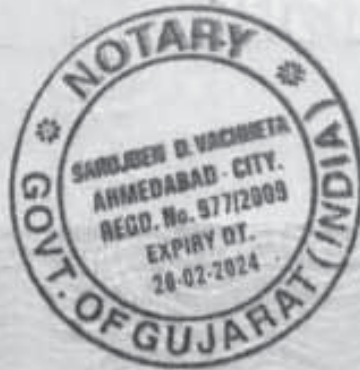
INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

₹500

CS 009589787

| | |
|---------------------------|--|
| Certificate No. | : IN-GJ75882101714428V |
| Certificate Issued Date | : 02-Jun-2023 01:28 PM |
| Account Reference | : IMPACC (CS)/ gj13237519/ GULBAI TEKRA/ GJ-AH |
| Unique Doc. Reference | : SUBIN-GJGJ1323751977676644805807V |
| Purchased by | : Harit Rajendrakumar Zaveri |
| Description of Document | : Article 14 Bond |
| Description | : Licence Agreement |
| Consideration Price (Rs.) | : 1,000 (One Thousand only) |
| First Party | : Harit Rajendrakumar Zaveri |
| Second Party | : RBZ Jewellers Limited |
| Stamp Duty Paid By | : Harit Rajendrakumar Zaveri |
| Stamp Duty Amount(Rs.) | : 500 (Five Hundred only) |

3 JUN 2023



₹500

IN-GJ75882101714428V

IR 0009589787

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclfilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



SHCIL



NOTICE



- The contents of this e-stamp certificate can be verified at www.shcilestamp.com, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at www.stockholding.com).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

સુચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.



3 JUN 2023

Serial No. 574 A 2023

Jehw

VACHHETA SAROJBEN DULICHANDBHAI
Notary
Govt. Of Gujarat (India)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered at Ahmedabad, Gujarat on the 2nd day of June 2023 (the "Execution Date") by and amongst:

MR. HARIT RAJENDRAKUMAR ZAVERI, an Individual, residing at 3, Sumadhur Society, Satellite Road, B/H Ocean Park, Ambawadi Area, Ahmadabad City, Ambawadi Vistar, Ahmadabad - 380015, Gujarat, India (hereinafter referred to as the "Licensor", which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, his legal heirs, representatives, executors, administrators, successors in interest and permitted assigns), of the **FIRST PART**);

AND

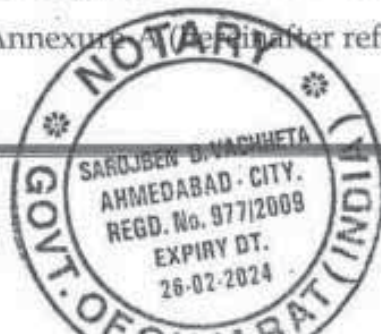
RBZ JEWELLERS LIMITED (CIN: U36910GJ2008PLC053586), a company incorporated under the Indian Companies Act 1956, having its registered office at Block-D, Mondeal Retail Park, Near Rajpath Club, S.G. Highway, Beside Iscon Mall, Ahmedabad - 380054, Gujarat, India (hereinafter referred to as the "Licensee" and/or "Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**.

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

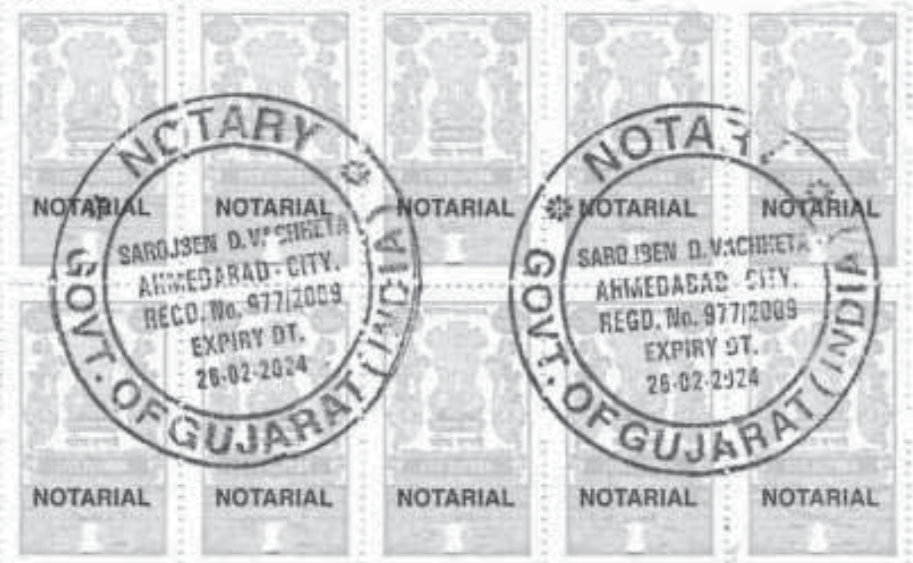
WHEREAS:

- (i) The Licensor is the applicant of the Trademark and the logo, details of which are annexed in Annexure A (hereinafter referred to as "Trademark").

Signature of the parties



Page 1



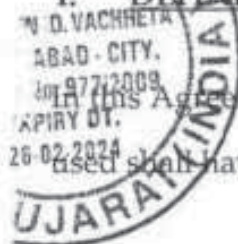
(ii) The Licensor has full right and absolute authority to license the said Trademark as per terms and conditions agreed by and amongst parties, as mentioned hereinafter.

(iii) The Licensee wishes to use the said Trademark into its Business upon the terms and conditions agreed by the Licensor and Licensee, as mentioned hereinafter.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN the Licensor in consideration of Rs. 1000/- (One Thousand INR Only) from the Licensee, as a one-time payment towards royalty, to be paid by the Licensee during the term of this Agreement, and the mutual promises contained herein and intending to be legally

enforced all the Parties hereby agree as follows:

I. DEFINITIONS



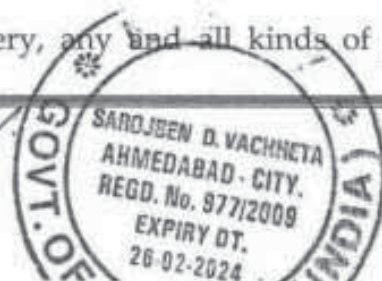
In this Agreement, unless the context otherwise requires, capitalized terms otherwise used shall have the respective meanings assigned to them hereinafter;

i. **"Agreement"** shall mean this agreement, the Annexures attached hereto and any document included by reference, as each may be amended from time to time in accordance with the terms of this Agreement, by mutual written consent of all the Parties.

ii. **"Annexure"** shall mean an Annexure-A, attached to this Agreement.

iii. **"Business"** shall mean the business of buying, selling, trading, manufacturing, importing, exporting, processing, designing, polishing, repairing, job working and also to trade on commodity exchange of gold, silver, diamond, platinum, imitation jewellery, any and all kinds of precious stones and metals, gems,

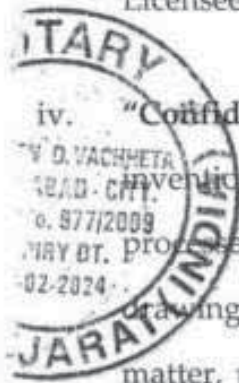
Signature of the parties



GOVT. OF GUJARAT
SARDA
AMRA
REGD
E
2

NOTARY
SARDAR D. VACHHETA
AMRABAD - CITY.
REGD. No. 9772009
EXPIRY DT.
26-02-2024
GOVT. OF GUJARAT (INDIA)

jewellery and any other elements/accessories related to thereof relating to the Licensee.



iv. "Confidential Information" includes but not limited to all ideas, concepts, inventions, discoveries, research information, test data, developments, processes, methods, equipment, tools, techniques, formulas, data, designs, drawings, schematics, systems, models, machines, devices, compositions of matter, prototypes, programs, algorithms, code, logo, mark, trademark, label, software, databases, specifications, works of authorship, compounds, improvements and all other related notes, marks, reports, memoranda and any/all information disclosed or made available by the Licensor which is considered proprietary or confidential by Licensor, including, without limitation, all the terms and conditions mentioned in this agreement along with any and all information which is disclosed or made available to the Licensee orally, in diagram, in writing, or through other recorded or electronic forms, that is not:

- a. Already within the rightful possession of Licensee prior to the Effective Date; or
- b. Independently developed by Licensee;
- c. Already publicly available or becomes publicly available; or
- d. Lawfully disclosed to Licensee by a third party not obligated to the Licensor to retain such information in confidence.

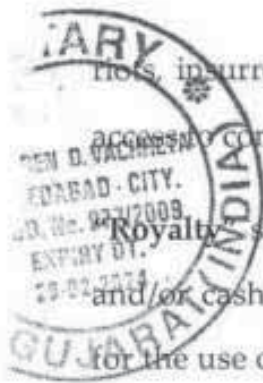
v. "Effective Date" shall mean the date of execution of this Agreement.

vi. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, Act of God, pandemic, endemic, civil commotion, strikes or industrial action of any kind,

Signature of the parties





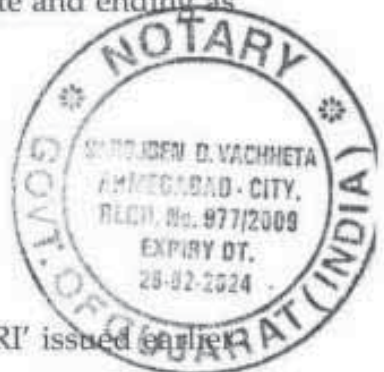


riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, etc.

Royalty shall mean revenues received by the Licensor in the form of cash and/or cash equivalent from the Licensee as a result of this Agreement and for the use of the said "Trademark" of the LICENSOR.

vii. "Tenure" shall mean the period beginning on the Effective Date and ending as per Clause VIII(A).

viii. "Territory" shall mean the whole of world/ worldwide.



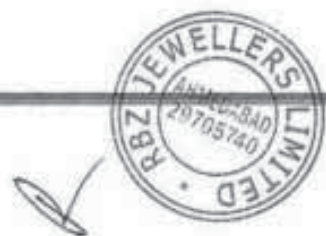
II. GRANT OF LICENSE

Pursuant to the letter for the use of trademark 'HARIT ZAVERI' issued earlier dated 13th December 2014 by the Licensor to the Licensee; the said permission shall now be converted into license agreement as follows:

The Licensor hereby grants **non-exclusive license** to the Licensee to use the said "Trademark" in the Business as defined in clause (iii) of definitions in this Agreement and as per the following terms and conditions:

- i. The Licensee hereby acknowledges and confirms the proprietary rights, Intellectual Property (IP) rights of the Licensor in respect of/related to the "Trademark".
- ii. The Licensor hereby grants non-exclusive license to use the said "Trademark" to the Licensee to carry out the Business for the period of 5 (Five) years from the date of this Agreement.

Signature of the parties







The Licensor hereby grants the non-exclusive license "Trademark" to be used only for the Licensee Business in the Territory mentioned in this Agreement.

ROYALTY:

The Licensee hereby agrees to pay Rs. 1000/- INR as a onetime fee to the Licensor as royalty for the use of said "Trademark".

IV. COVENANTS OF LICENSEE

- i. The Licensee agrees and warrants that the Licensee shall not be entitled to extend and/or use the license rights relating to the Trademark for any other use, other than the Business unless the Licensor has given permission in writing;
- ii. The Licensee shall ensure that there shall be no tampering with the "Trademark" of the Licensor and shall use it in its as-is form, to be written in the same artistic manner as mentioned in this Agreement and that it shall not add or remove any part of "Trademark".
- iii. The Licensee agrees and warrants that it shall not add and/or attach any sub-brand or alternate brand along with the "Trademark", unless it has been authorized by the Licensor through a prior written approval;
- iv. The Licensee agrees and warrants that the Licensee shall not be entitled to transfer the said "Trademark" license to use the said licensed "Trademark" in any manner to any third party through sub-licensing and/or lease without prior written permission of the Licensor.

Signature of the parties



TAR
RAMESH D.
AHMEDABAD
REGD. NO.
100
19-01-2024

NOTARY
SARAJEEN D. VACHHETA
AHMEDABAD - CITY.
REGD. NO. 977/2003
EXPIRY DT.
19-01-2024
GOVT. OF GUJARAT (INDIA)

v. The Licensee hereby agrees and undertakes not to indulge in any such activities by using the said Licensed "Trademark", which may damage the prestige and goodwill of the Licensor.



The Licensee agrees and undertakes to abide by all reasonable rules and regulations that the Licensor may, from time to time, make or adopt for the protection and usage of the said "Trademark".

vii. The Licensee agrees and warrants that the Licensee cannot sub-license the said "Trademark" without written permission of the Licensor, limiting to the rights of this Agreement.

viii. The Licensee agrees and undertakes to immediately inform the Licensor, when any Trademark found, which is similar to the Trademark of the Licensor.

ix. The Licensee agrees and undertakes not to change or delete any design/logo or any word from "Trademark". It should be use same as it is already registered by the Licensor.

V. CONFIDENTIAL INFORMATION:

i. The Licensee must always maintain the highest degree of confidentiality with regard to the record, documents and other Confidential Information relating to this Agreement, which may be known to the Licensee or its legal representatives or its employees with reference to the "Trademark". For the purpose of this clause, Confidential Information includes (but not limited to) the "Trademark", any information related with the said

Signature of the parties





"Trademark", all ideas, concepts, research information, processes, data, designs, models, logo, etc. of the Licensor.



Any information that comprises materials listed above, whether marked or unmarked, shall be treated as Confidential Information. Each Party will make reasonable efforts to identify to the other, orally or in writing, specific information or materials which they consider Confidential. To the extent practical, the discloser shall furnish Confidential Information in documentary or tangible form marked as "Confidential".

- iii. The terms and conditions of this Agreement are also qualified as Confidential Information under this Agreement.

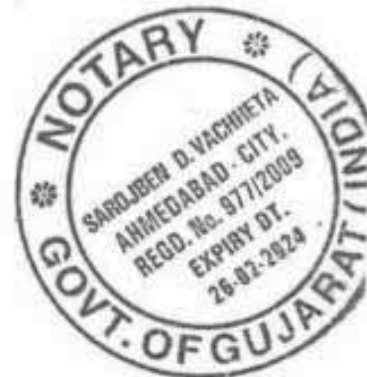
VI. TERRITORY:

The Licensor hereby grants the non-exclusive license to the Licensee of the said "Trademark" to be used by and for the Licensee's business as mentioned in this Agreement for worldwide including India.

VII. TENURE & TERMINATION:

A. Tenure:

- i. This Agreement shall come into force on the Effective Date. The tenure of this Agreement shall be for **5 (Five) years** from the Effective Date that may be renewed by the Parties in writing as per mutual agreement for the time as may be mutually decided by all the parties.



Signature of the parties



Page 7



- ii. In case of breach of any terms and or conditions stated in this Agreement by either party, the aggrieved party shall have right to terminate this Agreement with immediate effect.



Termination:

1. The Parties reserve the rights to terminate this Agreement at its sole discretion by giving **30 days'** prior notice in writing. Such termination may or may not be upon material breach of this Agreement by either party. In case the breach is remediable, it shall have to be remedied by the Party in default within (30) thirty days of receipt of the notice or the license shall be revoked with the defaulting party.
- ii. Under no circumstances, Licensor shall be liable to pay Licensee any amount by virtue of termination of the Agreement by Licensor in the form of compensation, or in any other name whatsoever.
- iii. The Parties agree that, upon the termination of this Agreement, the rights granted to the Licensee pursuant to this Agreement will automatically cease. All payment owing from Licensor to the Licensee shall become immediately due and payable upon termination.
- iv. Upon termination of this Agreement, all the Confidentiality Obligations specified herewith shall survive in perpetuity.
- v. The Parties agree that all obligations of the Parties to this Agreement shall survive the termination of this Agreement, and shall remain in full force and effect following such termination, and/or on expiry of this Agreement.

Signature of the parties



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VIII. ARBITRATION

- i. In the case of dispute arising from the interpretation, performance or execution or otherwise in connection with this Agreement, parties with mutual consent may go for Arbitration and it will be resolved by an Arbitrator appointed by mutual consent of parties.
- ii. Any disputes that remain unresolved after mutual discussion shall be resolved through binding arbitration. All such disputes shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time.
- iii. The arbitral tribunal shall consist of a panel of sole arbitrator mutually appointed by the Parties.
- iv. The place of the arbitration shall be Ahmedabad, Gujarat, India and the language of the arbitration shall be English. Each Party shall bear its respective legal and arbitration costs.
- v. In case any of the Parties does not wish to go for Arbitration or in case of failure to resolve the matter through arbitration, the same will be referred to the court of law.
- vi. The Parties agree that either Party may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from any court of competent jurisdiction.



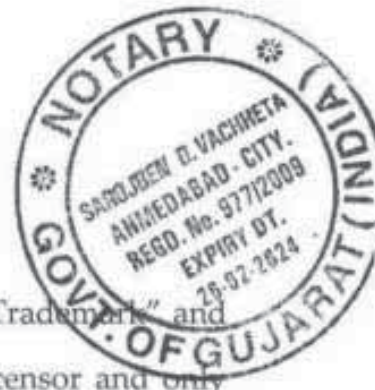
Signature of the parties

Page 9



IX. INTELLECTUAL PROPERTY RIGHTS:

- i. The Licensee hereby acknowledges and confirms that all "Trademark" and other intellectual property rights are reserved with the Licensor and only Licensor can file for registration of the said "Trademark" and related Intellectual Properties Worldwide, and in any country.
- ii. The Licensee agrees and undertakes that Licensee or his assignees, representatives and/or distributors, dealers, business partners, associates will not file for registration of the Licensor's intellectual properties including the said "Trademark".
- iii. The Licensee shall be solely responsible for such violation and infringements of Licensor's intellectual property rights and that the Licensee agrees and undertakes not to violate, infringe any Intellectual property, intellectual property rights of the Licensor.



X. INFRINGEMENT BY THIRD PARTIES:

In case of any infringement by third parties, the Licensee shall immediately inform the Licensor in writing of any alleged infringement as and when it comes to the knowledge of Licensee.

The Licensor on receiving any such information from the Licensee shall take the necessary actions as it deems fit to it, the cost of which shall be borne by Licensor.

Signature of the parties



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XI. CELLANEOUS

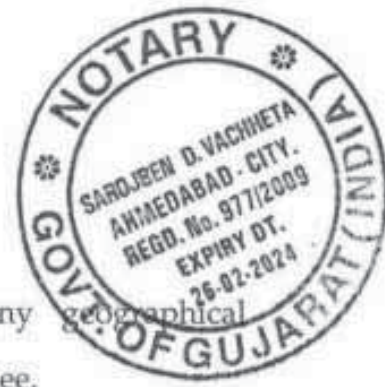
i. Scope: This Agreement shall be applicable without any geographical boundaries to all the individuals/personnel working for Licensee.

ii. Force Majeure: None of the Parties will be liable for delay in performing any of its obligations under this Agreement or for failure to perform any of its obligations under this Agreement caused by events beyond its reasonable control including, without limitation, any act of God, pandemic, endemic, flood, earthquake, fire, explosion, accident, war, terrorism, civil disorder, labor dispute, act of Government or regulatory authority, power failure or any similar event (each a "Force Majeure Event") and in the event of a Force Majeure Event, each Party will continue to use all reasonable endeavors to perform its obligations under this Agreement.

iii. Waiver: No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right.

iv. Amendment/Modification: Any change, alteration, amendment or modification to this Agreement must be in writing and signed by authorized signatories of the Parties to this Agreement.

v. Assignability: The Parties hereby acknowledge, agree that its rights and obligations under this Agreement shall not be transferred or assigned directly or indirectly without written consent of the other party.





- vi. **Severance:** This Agreement constitutes the complete Agreement of the Parties and supersedes any other Agreement, written or oral concerning the subject matter hereof.

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Any amendment to this Agreement shall be in writing and signed by both the parties hereto.

- vii. **Indemnity:** Each of the Licensee hereby agree to indemnify and hold Licensor harmless from all damages, costs, attorney's fees, or other losses arising out of or relating to breach of this Agreement.

- viii. **Governing Law:** The Parties agree that this Agreement shall be governed by and constructed in accordance with the laws of India and in any dispute arising out of or relating to this Agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Ahmedabad, (Gujarat)India.

- ix. **Jurisdiction:**All the parties agree that, any legal proceedings shall be instituted in courts of Ahmedabad, (Gujarat) India.

- x. **Language:** This Agreement shall be executed in English version only and the text in English language shall be the legally binding document.

Signature of the parties





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xi. **Section, Heading and Captions:** The section, headings and captions contained in this Agreement are for convenience only and do not affect the construction or interpretation of any Article/provision of this License Agreement.

xii. **Execution:** The Parties hereto agree and confirm that they are duly incorporated and the signatories to the Agreement are duly empowered and authorized and shall be binding on the Parties. Parties confirm that they are competent to enter into such Agreement under the respective laws. This Agreement shall be effective on date of execution and shall continue in full force unless terminated and/or as provided hereinbefore.

The **Licensor** and **Licensee** have read and understood the Licensing Agreement.

The Parties agree to the terms of this Agreement above and have executed this Agreement by their duly authorized representatives.

IN WITNESS WHEREOF the Parties have caused this License Agreement to be executed by the **Licensor's** and **Licensee's** duly authorized signatory.

Signed for and on behalf of:

MR. HARIT RAJENDRAKUMAR ZAVERI
(LICENSOR)




MR. HARIT RAJENDRAKUMAR ZAVERI

Signature of the parties









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Signed for and on behalf of:
RBZ JEWELLERS LIMITED
(LICENSEE)



For, **RBZ Jewellers Limited**

Rajendra Zaveri
Director

Authorized Representative

Name: Mr. Rajendrakumar Kantilal Zaveri

Designation: Chairman & Managing Director

SIGNED
BEFORE ME

Sarob

VACHHETA SAROJBEN DULICHANDBHAI
NOTARY
GOVT. OF GUJARAT
(INDIA)



23 JUN 2023



Signature of the parties

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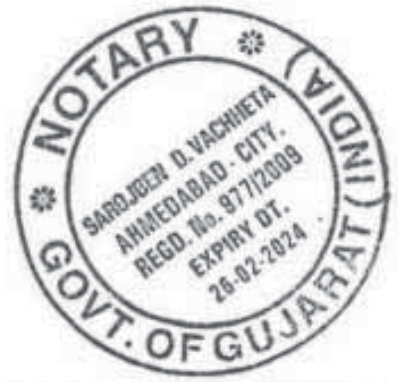




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|----|---------|---------------|---|----|------------|------------|
| 3. | 5946888 | Under Process |  | 14 | 22/05/2023 | 13/12/2014 |
| 4. | 5946889 | Under Process |  | 35 | 22/05/2023 | 13/12/2014 |
| 5. | 5946887 | Under Process | HARIT ZAVERI JEWELLERS | 14 | 22/05/2023 | 13/12/2014 |
| 6. | 5946889 | Under Process | HARIT ZAVERI JEWELLERS | 35 | 22/05/2023 | 13/12/2014 |

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

HARIT RAJENDRAKUMAR ZAVERI

RAJENDRAKUMAR KANTILAL
ZAVERI

18/03/1989

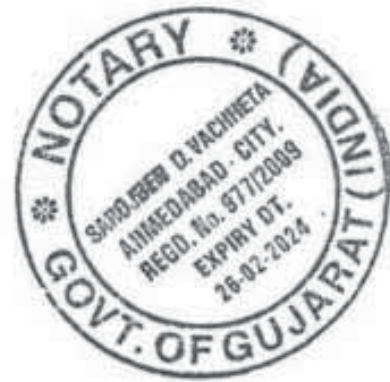
Permanent Account Number

AALPZ1296L

Signature



02122009







ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India
Government of India

નોંધપાત્રી નંબર / Enrollment No.: 1207/92200/01913

To
હરિત રાજેન્દ્રકુમાર ઝવેરી
Harit Rajendrakumar Zaveri
S/O Rajendrakumar Kantilal Zaveri
3, Sumadhur Society Satellite Road
Bh Ocean Park Ambawadi Area Ahmedabad City
Ambawadi Vistar Ahmedabad
Gujarat 380015
9350858826

21/11/2011



UH022688384IN



તમારો આધાર નંબર / Your Aadhaar No. :

6892 9472 5152

આધાર - સામાન્ય માણસનો અધિકાર



ભારત સરકાર
GOVERNMENT OF INDIA

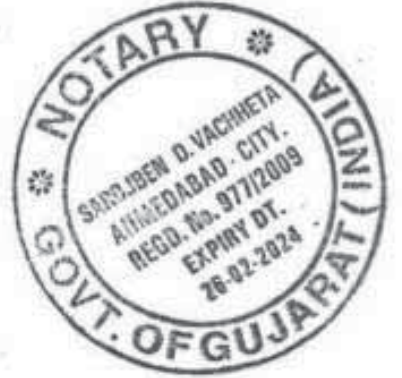


હરિત રાજેન્દ્રકુમાર ઝવેરી
Harit Rajendrakumar Zaveri
જન્મનું વર્ષ / Year of Birth : 1989
પુરુષ / Male

6892 9472 5152



આધાર - સામાન્ય માણસનો અધિકાર





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड
Permanent Account Number Card

AADCR9484R



07042023



RBZ JEWELLERS LIMITED

स्थापना की तिथि
Date of Incorporation/Formation
15/04/2005

For, RBZ Jewellers Limited

Rajiv Zaveri

Director







भारतीय विशिष्ट ओળभाषा प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नॉधएलीनी अंशुल / Enrollment No.: 1207/92200/01912

To
राजेंद्रकुमार कान्तिलाल अवेरी
Rajendrakumar Kantilal Zaveri
S/O Kantilal Hargovandas Zaveri
3, Sumadhar Society Bih Oceanpark
Ambawadi Area Ahmedabad City
Ambawadi Visar Ahmedabad
Gujarat 380015
9624079457



Rajendra Zaveri

तुमारे आधार नंभर / Your Aadhaar No. :

5917 8303 6920

आधार - सामान्य माणसनी अधिकार



भारत सरकार
GOVERNMENT OF INDIA

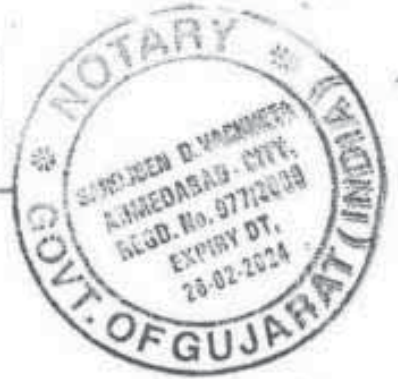


राजेंद्रकुमार कान्तिलाल अवेरी
Rajendrakumar Kantilal Zaveri
जन्मनु वर्ष / Year of Birth : 1962
पुरुष / Male



5917 8303 6920

आधार - सामान्य माणसनी अधिकार

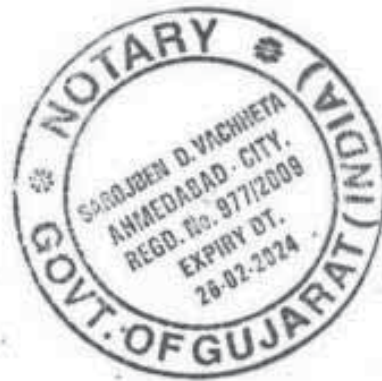






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Rajiv Zaveri





IN-GJ61969890349731V



सत्यमेव जयते

INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

| | |
|---------------------------|--|
| Certificate No. | : IN-GJ61969890349731V |
| Certificate Issued Date | : 18-Oct-2023 04:06 PM |
| Account Reference | : IMPACC (CS)/ gj13394719/ GULBAI TEKRA/ GJ-AH |
| Unique Doc. Reference | : SUBIN-GJGJ1339471947665303355643V |
| Purchased by | : HARIT RAJENDRAKUMAR ZAVERI |
| Description of Document | : Article 14 Bond |
| Description | : ADDENDUM TO LICENCE AGREEMENT |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : HARIT RAJENDRAKUMAR ZAVERI |
| Second Party | : RBZ JEWELLERS LIMITED |
| Stamp Duty Paid By | : HARIT RAJENDRAKUMAR ZAVERI |
| Stamp Duty Amount(Rs.) | : 300 (Three Hundred only) |

21 NOV 2023



₹300



IE 0019376907

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sbfilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

Serial No. 1353A/2023

ACHHETA SAROJBEN DULICHANDBHA
Notary
Govt. Of Gujarat (India)

21 NOV 2023



FIRST ADDENDUM TO THE LICENSE AGREEMENT

ENTERED INTO BY AND BETWEEN Mr. HARIT RAJENDRAKUMAR ZAVERI
AND RBZ JEWELLERS LIMITED

This Addendum is made and entered into this November on 21, 2023
(hereinafter referred to as execution date) BY AND BETWEEN:

MR. HARIT RAJENDRAKUMAR ZAVERI, an Individual, residing at 3, Sumadhur Society, Satellite Road, B/H Ocean Park, Ambawadi Area, Ahmadabad City, Ambawadi Vistar, Ahmadabad - 380015, Gujarat, India (hereinafter referred to as the "Licensor", which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, his legal heirs, representatives, executors, administrators, successors in interest and permitted assigns), of the **FIRST PART**;

AND

RBZ JEWELLERS LIMITED (CIN: U36910GJ2008PLC053586), a company incorporated under the Indian Companies Act 1956, having its registered office at Block-D, Mondeal Retail Park, Near Rajpath Club, S.G. Highway, Beside Iscon Mall, Ahmedabad - 380054, Gujarat, India (hereinafter referred to as the "Licensee" and/or "Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**.

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

Signature of the Parties






RECITALS:

WHEREAS, both the parties had entered into the License agreement on 2nd June 2023 having effective date of 13th December, 2014 (hereinafter referred to as original agreement) whereby the first party has given non-exclusive license to the Second party to use its Trademarks;

WHEREAS, both the parties wish to amend the clauses related to exclusivity and termination from the effective date of the original agreement and make changes in the original agreement as per this addendum;

WHEREAS, all the other terms of the original agreement shall be applicable mutatis mutandis and that together both the original agreement and this impugned addendum shall become one agreement having the same effective date.

NOW THEREFORE, the parties agree to modify the following parts of the agreement;

AGREEMENT:

1. Section II of Grant of License is replaced and amended as under:

Pursuant to the letter for the use of trademark 'HARIT ZAVERI' issued earlier dated 13th December 2014 by the Licensor to the Licensee; the said permission shall now be converted into license agreement as follows:

Signature of the Parties

Harit Zaveri





The Licensor hereby grants exclusive license to the Licensee to use the said "Trademark" in the Business as defined in clause (iii) of definitions in this Agreement and as per the following terms and conditions:

- i. The Licensee hereby acknowledges and confirms the proprietary rights, Intellectual Property (IP) rights of the Licensor in respect of/related to the "Trademark".
- ii. The Licensor hereby grants exclusive license to use the said "Trademark" to the Licensee to carry out the Business for the period of 5(Five) years from the date of this Agreement.
- iii. The Licensor hereby grants the exclusive license of the said "Trademark" to be used only for the Licensee Business in the Territory as mentioned in this Agreement.
- iv. The Licensor confirms that the the Licensor has not licensed the "Trademark" to any party other than Licensee and hence, the Licensee shall be only exclusive license holder of the "Trademark".

2. Section VI of Territory shall be amended as under:

The Licensor hereby grants the exclusive license to the Licensee of the said "Trademark" to be used by and for the Licensee's business as mentioned in this Agreement for worldwide including India.

Signature of the Parties

Ajay Zaveri



3. Section VII B. - Termination shall be amended as under:

- i. The Licensor shall have the right to terminate this agreement only in case of non-payment of royalty for which the Licensor shall give 30 days' demand notice before termination. During the notice period, if the Licensee discharges the due consideration, the default shall be said to be cured and agreement will be continued as per the agreed terms and conditions.
- ii. The Licensee shall have an absolute right to terminate this agreement by giving 60 days' notice to the Licensor intimating him of the termination.
- iii. Upon termination of this Agreement, all the Confidentiality Obligations specified herewith shall survive in perpetuity.
- iv. The Parties agree that all obligations of the Parties to this Agreement shall survive the termination of this Agreement, and shall remain in full force and effect following such termination, and/or on expiry of this Agreement.

4. Section XI (iv) - Amendment/modification shall be amended as under:

- i. Any change, alteration, amendment or modification to this Agreement must be in writing and signed by the authorized signatories of the Parties to this Agreement.

Signature of the Parties









ii. The Licensee shall pass a shareholders' resolution, approving the terms of this agreement in the immediate next annual general meeting or extra general meeting of the licensee, whichever is earlier, post the proposed listing of the Licensee on a recognized stock exchange in India as per applicable laws.

IN WITNESS WHEREOF the parties hereto have caused this ADDENDUM TO LICENSE AGREEMENT executed as on the day and year first above written.

Signed for and on behalf of:
MR. HARIT RAJENDRAKUMAR ZAVERI
(LICENSOR)

MR. HARIT RAJENDRAKUMAR ZAVERI



Signed for and on behalf of:
RBZ JEWELLERS LIMITED
(LICENSEE)

For, **RBZ Jewellers Limited**

Director
Authorized Representative

Name: Mr. Rajendrakumar Kantilal Zaveri
Designation: Chairman & Managing Director



Signature of the Parties



21 NOV 2023

SIGNED BEFORE ME

[Handwritten Signature]
VACHHETA SAROJ D. VACHHETA
NOTARY
GOVT. OF GUJARAT
(INDIA)





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AALPZ1296L



नाम / Name
HARIT RAJENDRAKUMAR ZAVERI

पिता का नाम / Father's Name
RAJENDRAKUMAR KANTILAL ZAVERI

जन्म की तारीख /
Date of Birth
18/03/1989

हस्ताक्षर / Signature

29112022



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India
Government of India

નોંધણીનો ધોળખ / Enrollment No.: 120792200/01913

21/11/2011
Y.
હરિત રાજેન્દ્રકુમાર ઝવેરી
Harit Rajendrakumar Zaveri
S/O Rajendrakumar Kantilal Zaveri
3 : Sumadhar Society Satellite Road
Bih Ocean Park Ambawadi Area Ahmedabad City
Ambawadi Vistar Ahmedabad
Gujarat 380015
9350858826

2011112011



UH022888384IN



તમારો આધાર નંબર / Your Aadhaar No. :

6892 9472 5152

આધાર - સામાન્ય માણસનો અધિકાર



ભારત સરકાર
GOVERNMENT OF INDIA



હરિત રાજેન્દ્રકુમાર ઝવેરી
Harit Rajendrakumar Zaveri
જન્મનું વર્ષ / Year of Birth : 1989
પુરુષ / Male

6892 9472 5152



આધાર - સામાન્ય માણસનો અધિકાર



Handwritten signature or mark



નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિ.
- ઓળખાણનું પ્રમાણ ઓનલાઇન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- આધાર દેશભરમાં માન્ય છે.
- આધાર ભવિષ્યમાં સરકારી અને ખિન-સરકારી સેવાઓનો સાથ મેળવવામાં ઉપયોગી થશે.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

2200038



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું:
S/O રાજેન્દ્રકુમાર કાંતિલાલ જવેરી,
૩ - સુમધુર સોસાયટી, સેટેલાઇટ
રોડ, ઓસન પાર્ક ની પાછળ,
અમલવાડી એરિયા, અમદાવાદ
શ્રી, અંબાવાડી વિસ્તાર,
અમદાવાદ, ગુજરાત, ૩૮૦૦૧૫

Address:
S/O Rajendrakumar Kantilal
Zaveri, 3, Sumadhur
Society, Satellite Road, Bih
Ocean Park, Ambawadi
Area, Ahmadabad City,
Ambawadi Vistar,
Ahmadabad, Gujarat,
380015



1947
1800 182 1947



help@uidai.gov.in




www.uidai.gov.in

P.O. Box No. 1947
Dangkul-382 011





| | |
|---|--|
| आयकर विभाग INCOME TAX DEPARTMENT | भारत सरकार GOVT. OF INDIA |
| स्थायी लेखा संख्या कार्ड Permanent Account Number Card | |
| AADCR9484R | |
| नाम / Name RBZ JEWELLERS LIMITED |  |
| पंजीकरण की तिथि Date of Incorporation 19/04/2008 | 0941223 |

For, RBZ Jewellers Limited

Director

GUJARAT



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AABPZ0528R




नाम/ Name
RAJENDRAKUMAR KANTILAL ZAVERI

पिता का नाम/ Father's Name
KANTILAL HARGOVINDDAS ZAVERI

23032021

जन्म की तारीख/
Date of Birth
13/06/1962


हस्ताक्षर/ Signature

Rajendra Zaveri



ભારતીય વિશિષ્ટ ઓળખાણ અધિકરણ

ભારત સરકાર

Unique Identification Authority of India
Government of India

નોંધણીની ઓળખ / Enrollment No. 1207/92200/01912



To
રાજેન્દ્રકુમાર કાંતિલાલ ઝવેરી
Rajendrakumar Kantilal Zaveri
SiO Kantilal Hargovandas Zaveri
3, Sumadhar Society B/h Oceanpark
Ambawadi Area Ahmedabad City
Ambawadi Vistar Ahmedabad
Gujarat 380015
9824079457



Rajiv Zaveri

તમારો આધાર નંબર / Your Aadhaar No. :

5917 8303 6920

આધાર - સામાન્ય માણસનો અધિકાર



ભારત સરકાર
GOVERNMENT OF INDIA



રાજેન્દ્રકુમાર કાંતિલાલ ઝવેરી
Rajendrakumar Kantilal Zaveri
જન્મનું વર્ષ / Year of Birth : 1962
પુરુષ / Male

5917 8303 6920



આધાર - સામાન્ય માણસનો અધિકાર