

TRADEMARK DETAILS

SR. NO.	TRADEMARK	APPLICATION No.	CLASS
1	KITCHEN AFFAIRS	6614939	29
2	KITCHEN AFFAIRS	6614940	32
3	KITCHEN AFFAIRS	6614941	43
4	KITCHEN AFFAIRS	6614942	16
5	KITCHEN AFFAIRS (Label)	5198822	30
6	KITCHEN AFFAIRS (Label)	4465207	35
7	KITCHEN AFFAIRS	3533214	31
8	RNR	5342429	30
9	RNR	5342430	35
10	El Pates	5834304	30
11	El Pates	5834305	35

Nexus Sanghi Private Limited (NSPL) has been duly granted a non-exclusive, non-transferable license to use the trademarks "Kitchen Affairs," "RNR," and "El Pates," which are owned by Ravi Sales Agency, pursuant to a validly executed Trademark License Agreement. This license authorizes Nexus Sanghi Private Limited to use the said trademarks strictly in accordance with the terms and conditions of the agreement, solely for the purposes specified therein. All rights, title, and interest in and to the trademarks shall remain the exclusive property of Ravi Sales Agency.

The document has been uploaded to www.nexussanghi.com to ensure compliance with all applicable laws and regulations currently in force. For any questions or concerns regarding this document, please contact us at admin@nexussanghi.com.

Place: INDORE

Date: 01-07-2025

Company Secretary Signature:

Company Secretary Name:

Designation: Practicing Company Secretary

Telephone no.: 9425064325

Email: reena_bansal21@yahoo.com



This License Agreement ("Agreement") is made and entered into on [15th February 2025], by and between:

Ravi Sales Agency, (PAN: AERPS1593M), a sole proprietorship firm, having its office at 38, Warehouse Road, Siyaganj, Indore, Madhya Pradesh 452007, represented by its sole proprietor Mr. Mahesh Kumar Sanghi (hereinafter referred to as "Licensor"); and

Nexus Sanghi Private Limited (CIN: U10790MP2025PTC074391), a company incorporated under the provisions of Companies Act, 2013, having its registered office at 39 B J Vihar Colony, Indore G.P.O., Madhya Pradesh, India, 452001 (hereinafter referred to as the "Licensee").

The Licensor and the Licensee shall hereinafter be collectively referred to herein as "Parties" and individually as "Party" as the context may require.

RECITALS

- Licensor owns the name and mark 'Kitchen Affairs', 'El Pates' and 'RNR' and various other intellectual property and materials, which collectively constitute the brand image by which the Licensor is known to the public. Licensor's various other intellectual property and materials include but are not limited to proprietary management systems, trade names, corporate names, service marks, tag lines and descriptors, domain names, designs, typography, colour palettes, internet sites, stationery, signage, promotional items, advertising and marketing materials, packaging materials, press releases, presentations, photography, forms, electronic media and product names.
- The mark 'Kitchen Affairs', 'El Pates' and 'RNR' and other intellectual property and materials that constitute the brand image and language by which Licensor is known to the public are collectively called the "Brand Content". Among the components of the Brand Content are the trademarks listed in the Schedule hereto (the "Marks").
- Licensee is involved in marketing, distribution and sales of prepackaged and ready-to-eat and ready to cook food products in India.
- Licensee wishes to obtain an license for it to use the Brand Content, including, without limitation, the Marks in connection with Licensee's business, and Licensor is willing to grant to Licensee an exclusive license to use the Brand Content, including, without limitation, the Marks, in connection with Licensee's business in India provided that Licensee agrees to comply at all times throughout the Term (as defined below) of this Agreement with the terms and conditions of this Agreement.

For Ravi Sales Agency,

Mahesh Kumar Sanghi
Per/Prop.

ATTESTED
Suraj Yadav
SURAJ YADAV
NOTARY DIST. INDORE
M. P. GOVERNMENT (INDIA)

Nexus Sanghi Private Limited

Director
Director



मध्य प्रदेश MADHYA PRADESH

CW 562082

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF LICENSE.

- 1.1. Licensors grants to Licensee during the Term of this Agreement an exclusive license ("License") to use the Brand Content, including, without limitation, the Marks and Licensors's proprietary management systems in connection with Licensee's business in India. Such license may not be assigned, pledged, encumbered, or otherwise transferred by the Licensee, voluntarily or involuntarily, by operation of law or otherwise, without the Licensors's prior written consent, and any attempt to do so will immediately void the license granted under this Agreement.
- 1.2. As the consideration of the License, the Licensee agrees to pay the Licensors a royalty at the rate of 2 % of the total **net sales revenue** generated from the sale of the licensed product(s)/service(s). "Net Sales Revenue" shall be defined as the gross revenue from sales, excluding discounts, returns, taxes, and any other deductions as mutually agreed upon. All monthly payments are due within (7) days of the date of the invoice.
- 1.3. Licensors does not grant to Licensee, and nothing in this Agreement shall be construed as granting to Licensee the right to license, sublicense or authorise others to use the Brand Content.

QUALITY CONTROL.

- Licensee acknowledges that Licensors has provided to Licensee certain policies and standards ("Policies & Standards") necessary for the preservation of the culture, reputation, systems and manner of conducting business of the Licensors and the value associated with the Brand Content, and Licensee acknowledges by its execution of this Agreement that Licensee has received and reviewed those policies and standards as of the Effective Date.
- 2.2. Licensee shall always comply during the Term of this Agreement with the Policies & Standards.
 - 2.3. Licensee shall not make or use any modification to any of the Brand Content without the prior express written approval of Licensors, which approval may be granted or denied at Licensors's discretion.
 - 2.4. Licensee will use the Marks and other Brand Content solely in connection with the Licensee's business and materials relating to the Licensee's business (collectively, the "Licensee's Business").
 - 2.5. All services and products, if any, sold by Licensee shall comply with the Policies & Standards and the other terms and conditions of this Agreement.
 - 2.6. Licensors shall have the right to oversee Licensee's use of the Brand Content. Licensors may inspect the materials and all other records relating to the Brand Content, with a fifteen (15) day advance written notice to the Licensors.

For Ravi Sales Agency,

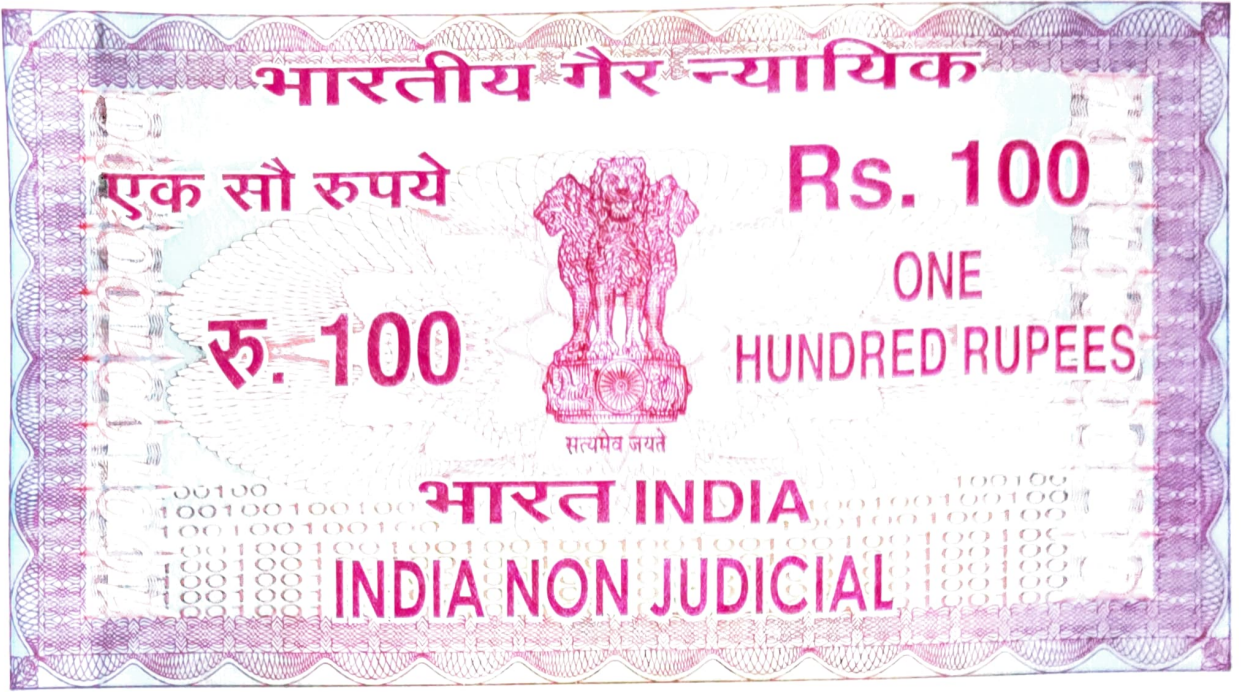
Per/Prop.

ATTESTED

SURAJ YADAV
NOTARY DIST. INDORE
P GOVERNMENT (INDIA)

Nexus Sanghi Private Limited

Director



मध्य प्रदेश MADHYA PRADESH

CW 562083

3. **OWNERSHIP.**

- 3.1. Licensee acknowledges and agrees that the Brand Content including, without limitation, the Marks and the goodwill associated with the Brand Content, is the exclusive property of Licensor and can be used only as per the terms of the License.
- 3.2. Licensee acknowledges and agrees that it will not at any time do, or cause to be done, any act or thing contesting or in any way impairing or intending to impair the validity of the Licensor's exclusive right, title and interest in the Brand Content.
- 3.3. Licensee will not register or apply to register, in any country, state or other jurisdiction, any part or component of the Brand Content, including, without limitation: (i) the Marks, either alone or in combination with any other words or designs; or (ii) the copyrights in any materials containing any of the Brand Content.
- 3.4. Licensee further acknowledges that as a licensee of the Brand Content, Licensee will receive confidential information with respect to and benefit from the proprietary management systems and other trade secrets developed by Licensor. Accordingly, Licensee further acknowledges and agrees that the proprietary management systems and other trade secrets disclosed by Licensor are the sole and exclusive property of Licensor, and upon the termination of this Agreement, Licensee shall have no interest in or right to use any of said proprietary management systems and other trade secrets or any of the other Brand Content, including, but not limited to, the Policies & Standards.

Licensee shall promptly notify Licensor of any conflicting use or infringement of any of the Brand Content of which Licensee may become aware and will cooperate with Licensor in every reasonable way to prosecute all acts or conduct that Licensor may deem necessary or advisable to protect the validity and exclusivity of Licensor's rights in the Brand Content. Licensee may take such action to prosecute any such acts or conduct as it deems necessary, at the Licensor's expense.

4. **TERM AND TERMINATION.**

- 4.1. Unless earlier terminated in accordance with the terms of this clause 4, this Agreement shall commence on the Effective Date and continue until the third anniversary of this Agreement (the "Initial Term"). Thereafter, this Agreement shall automatically renew on a year-on-year basis after the expiration of the Initial Term (each, a "Renewal Term" and collectively, the "Renewal Terms"; the Initial Term together with any Renewal Terms being called the "Term").

ATTESTED

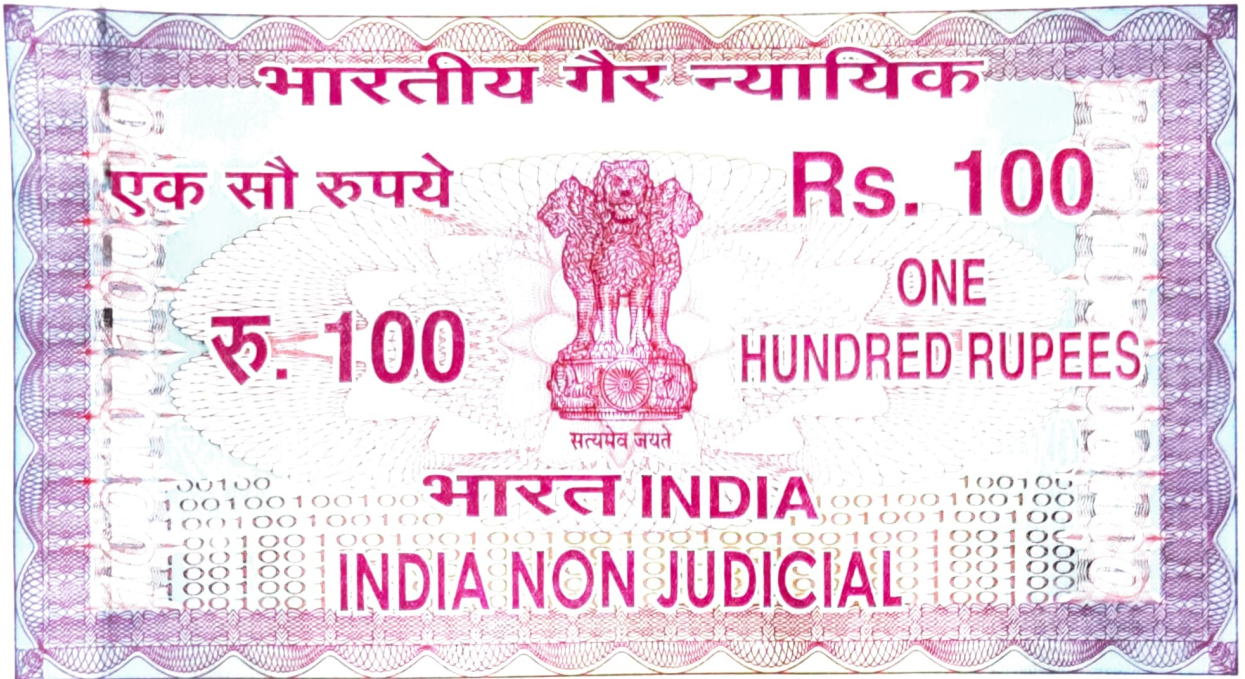
For Ravi Sales Agency.

[Signature]
Per/Prop.

[Signature]
SURAJ YADAV
NOTARY DIST. INDORE
M P GOVERNMENT (INDIA)

Nexus Sanghi Private Limited

[Signature]
Director



मध्य प्रदेश MADHYA PRADESH

CW 562084

- 4.2. A Party may terminate this Agreement upon giving written notice to the other Party in the event that the other Party:
- (i) Becomes insolvent, makes a general assignment for the benefit of its creditors, or if a voluntary or involuntary insolvency petition is admitted regarding the other Party; or
 - (ii) Is in material breach of a provision of this Agreement and no effort has been made by the Licensee to rectify such breach for a period of ninety (90) days after the terminating Party gives written notice specifying such breach to the other Party.
- 4.3. Clauses 5, 6, 7 and 8 of this Agreement shall survive the expiry or termination of this Agreement.
- 4.4. A termination of this Agreement shall not excuse any failure to perform or breach of this Agreement by Licensee, and Licensor shall be entitled to all remedies under this Agreement and at law or equity with respect to such failure or breach.
- 4.5. Upon termination of this Agreement in any manner provided herein, Licensee will immediately and permanently discontinue all use of the Brand Content, including, without limitation, the Marks; the Policies & Standards and any proprietary management systems or other trade secrets; and refrain from using any other mark, name, design, or any other designation confusingly similar to the Brand Content.
- 4.6. Licensor and Licensee acknowledge and agree that a breach or threatened breach by Licensee of any of the terms or conditions contained in this Agreement will cause immediate and irreparable harm and damage to Licensor and that monetary damages will be inadequate to compensate Licensor for such breach. Accordingly, Licensor and Licensee agree that Licensor shall, in addition to any other remedies available to it at law or in equity, be entitled, without posting bond or other security, to an injunction from any court of competent jurisdiction enjoining and restraining any breach or threatened breach of the terms or conditions of this Agreement by Licensee.

5. **INDEMNITY.**

- 5.1. Except to the extent provided in this Agreement or by any applicable law, Licensor assumes no liability to Licensee or to third parties with respect to the products and services advertised and sold by Licensee under or using the Brand Content.
- 5.2. Licensee agrees to indemnify and hold Licensor, and their representatives harmless from any and all damages, losses, costs, and liabilities (including, without limitation, legal fees and the cost of enforcing this indemnity, whether prior to, during or after trial, on appeal or in bankruptcy proceedings) which it or they may suffer or incur,

For Rayl Sales Agency.

Signature
Per/Prop.

ATTESTED

Signature
SURAJ YADAV
NOTARY DIST. INDORE
M P GOVERNMENT (INDIA)

Nexus Sanghi Private Limited

Signature
Director



मध्य प्रदेश MADHYA PRADESH

CW 562085

that have arisen out of, resulted from or are connected to: (i) any claims, actions, or lawsuits by third parties against Licensor, or any of their representatives involving or arising from the products and services advertised and sold by Licensee to the extent not directly attributable to any fault of Licensor, or its representatives; (ii) any disclosure or use of Confidential Information (as defined below) by Licensee or any of Licensee's representatives that is not permitted under the terms of this Agreement; (iii) the failure by Licensee to comply with any of the Policies & Standards; or (iv) a breach of or other failure by Licensee to comply with any of the terms or conditions of this Agreement.

- 5.3. The aggregate amount of the liability of the Licensee under this Agreement shall be limited to the royalty paid by the Licensee to the Licensor, in terms of the provisions of clause 1.2 hereof, for the year immediately preceding the year in which the liability first arose.

6. **CONFIDENTIALITY.**

- 6.1. For purposes of this Agreement: "Confidential Information" means the Policies & Standards, Licensor's proprietary management systems and all trade secrets or other confidential or proprietary information, financial or otherwise, about the business, affairs, and assets of Licensor whether or not any such documents, information, or materials are marked 'confidential' or 'proprietary'.

- 6.2. Licensee shall not disclose or use any confidential Information which is furnished, or to be furnished to it by Licensor at any time or in any manner other than as permitted by this Agreement.

Licensee shall be entitled to disclose Confidential Information: (i) to its representatives to the extent necessary to permit Licensee to conduct Licensee's Business; (ii) to the extent such information becomes lawfully part of the public domain or is obtained by Licensee from a third-party other than in violation of this Agreement or any agreement with Licensor; or (iii) as compelled or required by a valid legal mandate; provided, however, in the event that Licensee receives such a legal mandate, it shall provide Licensor with prompt written notice of same as far in advance as practicable of the date such party is required to make such disclosure so that Licensor may seek an appropriate protective order for the Confidential Information.

- 6.4. Upon termination of this Agreement for whatever reason, Licensee shall promptly return, in the manner directed by Licensor, all of the Confidential Information that has been furnished to Licensee; Licensee shall promptly destroy copies of all documents or materials in the possession or control of Licensee that contain Confidential Information or portions of Confidential Information, in whatever form or medium such copies or portions are contained, whether tangible, electronic, or otherwise, and Licensee shall timely furnish to Licensor a written certificate to the reasonable satisfaction of Licensor certifying that such destruction has taken place.

For Ravi Sales Agency.

Per/Prop.

SURAJ YADAV
NOTARY DIST. INDORE
M.P. GOVERNMENT (INDIA)

Nexus Sanghi Private Limited

Director

7. DISPUTE RESOLUTION.

- 7.1. In the event of any dispute or claim between Licensor and Licensee under this Agreement, the procedures set forth in this clause 7 shall govern. The claimant shall give the other Party written notice of such dispute and reasonable details of such dispute to the extent known by the claimant.
- 7.2. Within thirty (30) days after notice of such dispute is given to the other party, a representative of each party shall meet in an effort to resolve the dispute.
- 7.3. In the event that the dispute is not resolved under the procedure set forth above, either party may commence arbitration proceedings. All disputes between the parties or any claims concerning the performance, breach, construction or interpretation of this Agreement, or in any manner arising out of this Agreement shall be submitted to binding arbitration.
- 7.4. Any such arbitration shall be referred to a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996 and rules framed thereunder, and amendments made thereto. The seat and venue of arbitration shall be Indore, India. The language of this arbitration shall be English and any document not in English submitted to the tribunal by any Party shall be accompanied by an English translation.

8. GENERAL PROVISIONS.

- 8.1. This Agreement and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the laws of the Republic of India without regard to rules or principles of conflicts of interests that could result in applying the laws of any other jurisdiction.
- 8.2. No waiver of any provision or any default by any party shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver by any party shall be binding unless executed in writing by such party.
- 8.3. All notices, consents, and other communications under this Agreement (other than Licensor's transmission of the Policies & Standards) must be given by email; hand delivery; prepaid postage India Post with acknowledgement requested; or by an overnight commercial courier service, addressed to the signatory of the recipient hereunder, on the recipient's email and/or office address hereunder.
- 8.4. This Agreement and its Schedule constitute the entire agreement between the parties pertaining to this subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties on the subject matter of this Agreement. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the parties.
- 8.5. In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and conditions of this Agreement shall remain in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- 8.6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- 8.7. Licensee shall not assign any of its rights or delegate any of its duties under this Agreement without the Licensor's prior written consent, which consent may be granted or withheld in the sole and exclusive discretion of the Licensor. The Licensor may exercise its rights hereunder or through its representatives. This Agreement shall be binding on the parties to this Agreement and their successors and permitted assigns.

For Ravi Sales Agency,


Per/Prop.

ATTESTED


SURAJ YADAV
NOTARY DIST. INDORE
M P GOVERNMENT (INDIA)

Nexus Sanghi Private Limited


Director

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.




FOR Ravi Sales Agency
For Ravi Sales Agency

FOR Nexus Sanghi Private Limited
Nexus Sanghi Private Limited

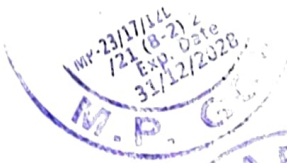
/x/ *[Signature]*
By: *Per/Prop.*
Title:

/x/ *[Signature]*
By: *Director*
Title:

SCHEDULE
Marks
[See Recital B]

Sl.	Mark		Registration Details
1.	Kitchen Affairs		5198822
2.	El Pates		5834304
3.	RNR		5342429

[End of Document]



15 FEB 2025

ATTESTED

[Signature]
SURAJ YADAV
NOTARY DIST. INDORE
M. P. GOVERNMENT (INDIA)