

BRAND LICENSE AGREEMENT

**FOR FASHION TV / FTV-BRAND LICENSE**

*for*

**REAL ESTATE (RESIDENTIAL)**

BY AND BETWEEN

**FASHION TV INDIA PRIVATE LIMITED**

*&*

**COMPANY NAME**

## BRAND LICENSE AGREEMENT

**THIS BRAND LICENSE AGREEMENT** (Hereinafter referred to as the “**Agreement**”) is entered into effective as on \_\_\_\_ day of \_\_\_\_\_, **2025** (Hereinafter referred to as the “**Commencement Date**”) signed and executed in Mumbai, Maharashtra,

BY AND BETWEEN

**FASHION TV INDIA PRIVATE LIMITED**, a Company having its registered office at Level 7, G Block, BKC, Bandra East, Mumbai – 400051, and bearing CIN U92490MH2019PTC335250 with GSTIN 27AADC9686K1ZV and PAN AADC9686K, through its authorized signatory \_\_\_\_\_ (hereinafter referred to as “**Brand Licensor**” which expression shall unless excluded by or repugnant to the context shall mean and include its successors in interest, assignees etc.) of the **FIRST PART**

**AND**

\_\_\_\_\_, a Company duly incorporated and registered under the Companies Act 2013; having its registered address \_\_\_\_\_, bearing PAN \_\_\_\_\_ and GSTIN \_\_\_\_\_, through its authorized \_\_\_\_\_ (PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) (hereinafter referred to as the proposed “**Licensee**” which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its representatives and permitted assignees) of the **SECOND PART**.

In this Agreement, hereinafter, Brand Licensor and the Licensee shall individually be referred to as “**Party**” and collectively as “**Parties**” as the context may so require.

### WHEREAS:

The Brand Licensor hereby represents, assures, warrants and confirms that in India, the Brand Licensor is the absolute owner of the brand “**Fashion TV / FTV / F - RESIDENCY**” and its business and logo and operates the same in accordance with a fully owned distinctive system, plan, utilizing and comprising certain proprietary marks, registered trademarks, service marks, trade names and styles including distinctive logos and any copyrighted material, confidential information, standards, specifications, techniques, identifying schemes and materials, insignia, arrangement method and standard operational procedures and Brand Licensor has expended substantial time, effort and money in the development and implementation of the same.

The Licensee has established a substantial reputation and goodwill in the real estate business. The Licensee recognizes the benefit to be derived and therefore wishes to run Fashion TV branded real estate project for the development of multiple residential towers, club with amenities and retail/office units at ALL THAT piece and parcel of land at \_\_\_\_\_ under the name and style **“Fashion TV / FTV / F - RESIDENCY”** (hereinafter referred to as **“Fashion TV / FTV / F- RESIDENCY”**) using certain registered trademarks of Brand Licensor, in the manner as more fully detailed hereunder in **Annexure - C**.

Accordingly, the Brand Licensor has agreed to license certain registered trademarks (**Annexure - C**) related to the **“Fashion TV / FTV / F- RESIDENCY”** business for real estate property, including but not limited to know-how and experience to the Licensee exclusively in order for the Licensee to develop and acquire the License of the **“Fashion TV / FTV / F- RESIDENCY”**.

The Licensee has represented to the satisfaction of Brand Licensor that the Licensee has and can arrange sufficient financial resources to fund the working capital requirement of **“Fashion TV / FTV / F- RESIDENCY”** from time to time including but not limited to the cost of all infrastructure, capital goods, and other related cost of establishing, running and operating the Project in accordance with the proposed License arrangement between the Parties.

- A. The Brand Licensor assures warrants and confirms that the registered trademarks granted herein to the Licensee shall remain valid and subsisting during the Term (defined below) of this Agreement.
- B. The Parties agree that the development of the **“Fashion TV / FTV / F - RESIDENCY”** requires strict compliance with the provisions of this Agreement and any other agreements that may be concluded between the Parties thereto. The Licensee shall operate the **“Fashion TV / FTV / F- RESIDENCY”** in the way which will satisfy the above prerequisites and according to this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION:**

### **1.1. DEFINITIONS:**

In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meaning assigned to them herein below:

**1.1.1. “AGREEMENT”** or **“THE AGREEMENT”** or **“THIS AGREEMENT”** shall mean this **Brand License Agreement** as from time to time amended, supplemented, replaced or otherwise modified and any document which amends, supplements, replaces or otherwise modifies this Agreement in accordance with the provisions of this Agreement, together with the Schedules and Annexures, if any, attached hereto.

**1.1.2. “ACTUAL EXPENSES”** means amounts mutually agreed upon in writing between Licensee and Brand Licensor in writing and actually expended by Brand Licensor in the course of rendering the assistance to the Licensee as evidenced by receipts, proforma invoices etc.

**1.1.3. “APPLICABLE LAW”** includes all applicable statutes, laws, enactments, regulations, rules, ordinances, judgments, notifications, rules of common law, orders, decrees, bye-laws, policies, permits, directions, guidelines, requirements or other governmental restrictions, or any interpretation having force of law, by any Governmental Authority having jurisdiction over the matter in question, whether in effect on the Effective Date or thereafter.

**1.1.4. “BRAND”** shall mean and include a name, logo, slogan and mark of **“Fashion TV / FTV / F - RESIDENCY”** which together constitute the brand image by which Brand Licensor is known to the public including but not limited to **Annexure - C**.

**1.1.5. “BRAND LICENSE FEES”**: shall mean initial association fees which shall be Non-Refundable and Non-Adjustable one-time fees plus GST to be paid by the proposed Licensee to Brand Licensor for the Term against which the Licensee shall receive the branding with specific terms and conditions as mentioned under this Agreement.

**1.1.6. “CONFIDENTIAL INFORMATION”** means information disclosed and marked as “Confidential” (whether in writing, orally or by any other means and whether directly or indirectly) by Brand Licensor to the Licensee whether before or after the Effective Date, including, but not limited to, information relating to FTV and its

(a) financial information and commercial remunerations as mentioned in the Agreement hereunder as discussed between the Brand Licensor and Licensee;

(b) deliverables as mentioned hereunder in **Annexure - D**;

**1.1.7. “AYODHYAPURAM”** shall mean and include the Real Estate Residential Project to be developed by the Licensee at \_\_\_\_\_, the name is subject to confirmation and change once the registration of the Project is done.

**1.1.8. “FORCE MAJEURE EVENT”** shall mean circumstances which are beyond the reasonable control of the Parties affected including war, hostilities, revolution,

riots, civil commotion, strikes, lockouts, lockdown, epidemic, pandemic, fire, explosion, flood, earth-quake, act of God or any act of Government or any other cause beyond the control of the Parties which could not have been foreseen or avoided by the exercise of due diligence of the concerned Party.

**1.1.9. “GOVERNMENTAL AUTHORITY”** means any government, or any governmental, non-governmental, legislative, executive, administrative, fiscal, judicial or regulatory authority, body, board, ministry, department, commission, tribunal, agency, instrumentality or other person exercising legislative, executive, administrative, fiscal, judicial or regulatory functions (including any court, tribunal, mediator or arbitrator of competent jurisdiction), having jurisdiction over the matter in question, whether as of the Execution Date or thereafter, in any jurisdiction or political subdivision and includes any taxation authority.

**1.1.10. “INTELLECTUAL PROPERTY RIGHTS”** shall mean and include all trademarks, service marks, logos, get-up, trade names, internet domain names, characters, artwork, designs, training material, marketing material that is intangible or other electronic form or medium, copyright, technical know-how, all system and process specific information, domestic or foreign letter patent, patent rights, patent application, patent license, inventions, invention disclosures, formulae & processes; for all other similar items of intellectual property, including any rights created by use thereof or permitted to be used by Brand Licensor, rights in designs, copyright and moral rights, database rights, utility models, rights in know-how, trade secrets and other intellectual property rights and proprietary data, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world which are held or beneficially owned by Brand Licensor.

**1.1.11. “MARKETING AND PROMOTION COST”** all marketing and promotional costs pertaining to the Project initiated by the Licensee using the logo of Brand Licensor shall be incurred by the Licensee. The cost pertaining to promotion of the Project by Brand Licensor at their platform is to be borne by Brand Licensor.

**1.1.12. “PROJECT”** shall mean the ALL THAT piece and parcel of land located in \_\_\_\_\_ under the name “\_\_\_\_\_”.

**1.1.13. “SOCIAL MEDIA PLATFORM”** Social Media Platforms including, but not limited to Instagram, Facebook, Twitter, Blogs, Television, Radio, News, Publishing Media, FTV websites, Articles, etc. or any such other platform which is now streaming online/offline or which may be introduced in the future wherein comments and statements can be made.

**1.1.14. “TERM”** shall have the meaning as ascribed to it in Clause 2;

## **1.2. INTERPRETATION:**

In construing this Agreement:

- (i) Headings in this Agreement are inserted for ease of reference only and do not form part of this Agreement and shall have no effect on the interpretation or construction of any of the provisions hereof;
- (ii) Except where the context otherwise requires, references to one gender shall include all genders and the singular shall include the plural and vice versa; words importing the singular number shall include the plural and vice versa;
- (iii) Except where the context otherwise requires, references to “this Agreement” shall mean this Agreement as it may be amended from time to time and any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it;
- (iv) The words “hereof”, “herein” and “hereunder” and other words of similar import used in this Agreement, unless the context requires otherwise, refer to this Agreement as a whole and not to any particular part of this Agreement;
- (v) References to a person shall include companies, corporations, partnerships and associations, including but not limited to a body corporate and an unincorporated association of persons, whether or not having a separate legal identity;
- (vi) Where under the terms of this Agreement either Party accepts an obligation to use "reasonable endeavours" in and towards the fulfilment of any objective or occurrence. The full extent of that Party's obligation shall be to take all such steps which a prudent, determined and reasonable person, acting in his own interests and intent on the fulfilment of such obligation would take;
- (vii) Except where otherwise indicated, references to clauses and annexures shall be deemed to be references to clauses and annexures of this Agreement.

## **2. TERM:**

The Term of this Agreement shall come into effect and force from the date of the signing of this Agreement and shall be in force for an indefinite period of time, till the time the project goes into renovation.

### **3. SUBJECT OF THE AGREEMENT:**

- 3.1. This Agreement specifies the rights and duties of the Parties in respect of use of the Brand (defined above) and lays down the principles of the use of the Intellectual Property of the Brand made available by Brand Licensor to the Licensee for the purpose of this Agreement and defines the mode of payment by the Licensee to Brand Licensor.
- 3.2. Brand Licensor hereby grants the Licensee during the Term for the right of use and commercial exploitation of the Brand in respect of the Project and subject to the terms and conditions recorded herein.
- 3.3. The Brand Licensor has granted license of registered Trademarks to the Licensee as mentioned in **Annexure - C**.
- 3.4. The Brand Licensor further grants to the Licensee the license of IP, inscriptions, advertising slogans, symbols and drawings, The Know How; limited however to promotion and commercial use of the Brand **“Fashion TV / FTV / F- RESIDENCY”**.
- 3.5. The **“Fashion TV / FTV / F- RESIDENCY”** shall be furnished, constructed, maintained (to the extent it does not contradict with any government regulations and guidelines), in terms of this Agreement. The Brand Licensor will extend its support to obtain relevant approvals and implement changes as and when required during the progress of the Project for beneficial use of the Brand in the Project. The Licensee with the assistance of the Brand Licensor shall make its best effort to maximize the commercial success of the **“Fashion TV / FTV / F- RESIDENCY”**.
- 3.6. The Licensee undertakes to conduct the business of running the **RESIDENCY** under the name and title as **“Fashion TV / FTV / F- RESIDENCY”** using the “f” in diamond device (a logo) of Fashion TV as prescribed in **Annexure - C**.

### **4. EFFECTIVE DATE:**

The Parties hereby agree that this Agreement shall come into effect from the date of signing of this Agreement.

## 5. REMUNERATION/ PAYMENT TERMS:

- 5.1. The Licensee shall, in return for the granted licenses mentioned in this Agreement, the transfer of know-how and other elements and services made available to it and the right to run a business within the Project.
- 5.2. Each tower comprises approximately \_\_\_\_\_ sq. ft. of carpet area, with an indicative rate of Rs. \_\_\_\_\_ per sq. ft., resulting in an approximate sale value of Rs. \_\_\_\_\_ Crores per tower. The total proposed carpet area is approximately \_\_\_\_\_ sq. ft., equivalent to four such towers. Accordingly, the estimated total sale value for five towers is approximately Rs. \_\_\_\_\_ Crores, subject to final approvals, market conditions, and applicable regulations. Further, it shall be noted that any increase in the saleable area of the project, shall proportionally increase the brand license fees.
- 5.3. **Brand License Fees:** The Licensee agrees to pay to Brand Licenser a License fee of INR \_\_\_\_\_/- (**Indian Rupees \_\_\_\_\_ Only**) plus GST as applicable and any other applicable taxes at the time of signing this Agreement. The same shall be deemed as **Fully-Earned** and shall be **Non-Refundable, Non-Adjustable, Non-Returnable** under any circumstances as per the payment terms. Further, it shall be noted that any increase in the saleable area of the project, shall proportionally increase the brand license fees.
- 5.4. **The Licensee shall pay a token amount of Rs. \_\_\_\_\_ /- (Indian Rupees \_\_\_\_\_ Only)** to be on \_\_\_\_\_
- 5.5. The Licensee shall pay the rest amount in 14 EMIs, but the EMI shall start after \_\_\_\_ month from receiving the RERA number.
- 5.6. The Licensee guarantees once the RERA of this mentioned project is received the licenser shall receive the PDCs of all the mentioned and agreed payments within 7 days.
- 5.7. All payments to Brand Licenser under this Agreement are due net on the payment date without any set off or deductions. Any deductions like costs, taxes, withholding taxes, bank fees, fees, etc. are on account of the Licensee and may not be deducted from the payment due. For clarification the amounts herein are the amounts to be received by Brand Licenser after the Licensee has paid all duties, fees and taxes (such as withholding tax) applicable on the Licensee's side. Brand Licenser will provide a tax compliant receipt for all payments received by Brand Licenser. Funds must reach Brand Licenser's bank account and must be available by due date at:

### **BANK ACCOUNT DETAILS**

<b>Name</b>	<b>Fashion TV India Private Limited</b>
<b>Bank</b>	<b>FEDERAL BANK</b>
<b>Type</b>	
<b>Branch</b>	<b>Vile Parle (East)</b>
<b>Account no.</b>	
<b>IFSC</b>	

5.8. If the payments are not made within **seven (7)** days from the due date, Brand Licensor reserves the right to Terminate this Agreement after a cure period of 7 days from the date of receipt of written notice issued by the Brand Licensor in favour of the Licensee and retains the right to claim to all fees along with \_\_\_\_% (**\_\_\_\_\_ percent**) interest per month thereon even after termination.

6. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES:**

- 6.1.

The Licensee represents that the signing and execution of this Agreement does not constitute infringement of any contract or agreement to which the Licensee is a party, nor does it constitute infringement of any administrative or court decision.
- 6.2.

The Licensee shall seek and obtain all necessary sanctions, approvals, licenses, permits, registration etc. from the concerned Government Authorities, departments, corporations etc. that may be required for the performance of its obligations hereunder and it should be maintained for the valid period of this Agreement.
- 6.3.

The Licensee hereby represents that it shall not carry any illegal acts or immoral and incorrect business at the approved location.
- 6.4.

The Licensee further agrees that in case this Agreement is terminated for the reasons mentioned in the Clause 13 of this Agreement, the Licensee shall be entitled to continue with the construction and development of the Project however shall be bound to remove and handover all Brand Licensor signage and fixtures/materials to Brand Licensor.
- 6.5.

The Brand Licensor acknowledges that Licensee shall also have access towards the Social Media Platform of Brand Licensor created for this respective project, **“Fashion TV / FTV / F- RESIDENCY”** with terms and conditions set forth in this Agreement.

- 6.6.** It has been agreed by and between the Licensee and Brand Licensors that all the promotional /advertising schemes which will be introduced by either Brand Licensors or Licensee subject to mutual understanding recorded in writing and all the financial burden by giving discounts if any will be borne by the Licensee and Brand Licensors shall have no liability as to the same.
- 6.7.** The Licensee agrees to furnish Brand Licensors with the copies of all insurance policies required as per applicable RERA Laws.
- 6.8.** The Licensee shall place the FTV logo upon all letterheads, stationery, bills, invoices and all other documents and literature whether online or offline used in connection with the Project.
- 6.9.** The Licensee shall ensure that it does not, directly or indirectly, circumvent, canvass, interfere or contact customers introduced by Brand Licensors's channel partner to the Licensee under this Agreement, without the prior permission of Brand Licensors. Brand Licensors's channel partner will adhere to the Licensee's channel partner policies.
- 6.10.** The below-mentioned team shall only be empanelled by Brand Licensors and Licensors upon mutual understanding recorded in writing and the service charge of the same shall be borne by the Licensee. However, the decision as to the appointment and salaries of the respective staff shall be mutually decided by Brand Licensors and Licensee.
- a) Celebrity Interior Designers shall be mutually decided by and the cost of the same shall be borne by mutual agreement between both the Parties.
  - b) Selection of Celebrity/s for specific celebrity endorsements shall be mutually decided by the Parties and the cost of the same shall be borne by mutual agreement between both the parties.
- 6.11.** Brand Licensors will designate the below mentioned team and the charges would be borne by Brand Licensors
- a) Chief Marketing Officer of the Brand Licensors may, subject to mutual agreement between the parties, work in sync with the marketing agency and render support and assistance to such marketing agency to ensure that the best marketing strategies are adopted and implemented to make the Project a success.
- 6.12.** It is agreed by the Licensee that Brand Licensors shall be provided with 4 business class return plane tickets, two luxury cars, four security personnel, two suites, for around three days along with food and beverages in a five star hotel

accommodations, along with local travel at the time of the launch of the **“Fashion TV / FTV / F- RESIDENCY”** shall be arranged by the Licensee and all costs and expenses in relation thereto shall be borne by the Licensee under mutual discussion.

## 7. COMPLIANCES:

7.1. The Parties hereto mutually agree and confirm that the Licensee shall comply with all the statutory compliances as per applicable laws and present a copy to the Brand Licensors from time to time, on or before commencement of the said Project and therefore at all times during the continuation of the said Project.

## 8. LICENSE:

8.1. The License granted shall be **non-exclusive non-sublicensable, non-transferable** and **revocable** to use the **Brand/Logo/Mark** in association with the **F- RESIDENCY** in respect of the Project, as well as on promotional and marketing materials associated therewith for use for the Project, trade names Know How and other IP rights specified above in the scope indispensable to reach the aims of this Agreement. At the same time Brand Licensors shall transfer to Licensee and give the Licensee its consent to use of the transferred Know How exclusively for the purposes directly connected with the realization of this Agreement.

8.2. All public announcements, press releases, Advertising, Marketing and Promotional materials with respect to the use and mention of the Brand **“Fashion TV / FTV / F - RESIDENCY”** shall be shared and approved by the Licensee & Brand Licensors jointly. Neither the Licensee nor the Brand Licensors shall withhold its approval unreasonably.

8.3. The said Non-Sublicensable License, Non-Transferable and Revocable License granted by Brand Licensors to use the Brand/Logo/Mark in association with the **F- RESIDENCY** in respect of the Project shall also be used by the Owners' Association formed as per Maha RERA and Real Estate (Regulation and Development) Act, 2016 upon completion of the construction of the Project and on receiving the Occupation Certificate till perpetuity.

## 9. BRAND LICENSOR'S DUTIES:

9.1. Brand Licensors shall upon the signing of this Agreement and upon written request, submit to the Licensee, copies of all documents certifying the registration of and the ownership on any Trademarks and other Intellectual Property rights being licensed to the Licensee in compliance with this

Agreement, the copies of which shall be deemed as an integral part of this Agreement.

- 9.2. Brand Licensor shall give the Licensee necessary advice, assistance and information as regards basic plans and initial investment budget as well as samples from any specific equipment for running of the Project from time to time.
- 9.3. Brand Licensor shall provide support as requested by the Licensee, from time to time with management and administrative advice in the conduct of the Permitted Business and such other advice as Brand Licensor considers appropriate to promote the mutual business interests of Brand Licensor and the Licensee.
- 9.4. The Brand Licensor represent and warrant the validity, legality and ownership of the brand and/or the trademark and/or intellectual property rights granted herein and shall ensure to keep such license valid and subsisting during the entire Term of this Agreement provided there is no material breach of this Agreement by the Licensee. The Brand Licensor acknowledges that the Licensee shall be paying substantive consideration for use and commercial exploitation of the brand and/or the trademark and/or intellectual property rights, thereby the Brand Licensor shall keep the Licensee saved harmless and indemnified in this regard due to any loss claim or damage, direct or indirect losses, loss of goodwill suffered by the Licensee due to defect in license in respect of use of brand and/or the trademark and/or intellectual property granted hereunder.
- 9.5. It is understood that the license granted hereunder is non-exclusive license accordingly, the Brand Licensor undertakes not to do any act, deed matter or thing which may be prejudicial to the interest and welfare of the Project.

## **10. LICENSEE'S DUTIES:**

- 10.1. The Licensee undertakes to use and commercially exploit the brand name in respect of the Project in accordance with this Agreement.
- 10.2. The Licensee agrees that the **F- RESIDENCY** Project shall be equipped and maintained in compliance with this Agreement.
- 10.3. The Licensee shall be obliged to conclude insurance policies in compliance with Applicable Laws against damages in the Project which may occur as a consequence of fire, theft or burglary and other damages caused by natural forces as required by RERA. The payments agreed in this Agreement will not be affected by damages in the “**Fashion TV / FTV / F- RESIDENCY**” which may occur as a consequence of fire, theft, burglary and any other damages caused by natural forces, termination of the Licensee's business.

## **11. PROMOTION AND ADVERTISEMENT CAMPAIGNS:**

- 11.1.** During the term of the Agreement, Brand Licensors with the consent of the Licensee shall have the right to promote and handle all web activity for the **“Fashion TV / FTV / F- RESIDENCY”** including all online portals existing as of this date and any other portals as may come into existence in the future.
- 11.2.** Brand Licensors shall cross market the Project through various platforms across their complete database and shall aid in secondary sales through Authorized Channel Partners and City Partners, appointed by the Licensee on such financial terms as may be solely decided by the Licensee.
- 11.3.** The licensed project **“FASHION TV / FTV / F – RESIDENCY”** by the Licensee will be promoted by Brand Licensors on all of its social media (Instagram, Facebook, LinkedIn, YouTube, Twitter) via still posts, reels, long videos, short videos, show reels, 3D walkthroughs and the same shall be accessible at various areas, at the cost of Fashion TV. Brand Licensors’ Designers shall give designing assistance in collaboration with the Designers of the Licensee for branding & beautification of the **F- RESIDENCY** Project at the request of the Licensee.
- 11.4.** The expenses incurred for Marketing, Advertisement, and the involvement of any Celebrity Interior Designer and/or Celebrities, as well as any other Miscellaneous expenses, to the extent mutually agreed upon and recorded in writing by both Parties, in relation to the **F-RESIDENCY** Project. Additionally, the parties shall organize and bear the expenditure for a Fashion Show for the launch event of the **F-RESIDENCY** Project, subject to mutual agreement between the Parties on the scope, scale, and associated costs.
- 11.5.** All public announcement, press releases, Advertising, Marketing and Promotional materials with respect to the use and mention of the Brand **Fashion TV / FTV / F- RESIDENCY** shall be shared and approved by the Licensee & Brand Licensors jointly, such approval shall not be unreasonably withheld by either the Licensee nor the Brand Licensors. The Licensee has the right to use the Brand’s logo pursuant to execution of this **Brand License Agreement (BLA)** in their brochures/ advertisements without payment of any charges. The above-mentioned FTV logos are to be used only for the Project and purpose as set out in this **Brand License Agreement (BLA)**.

## **12. CONFIDENTIALITY:**

**12.1.Non-Disclosure:** The Licensee and the Brand Licensors undertake that it shall, at all times, maintain the confidentiality of the Confidential Information disclosed to it by Brand Licensors/ Licensee and shall not disclose or divulge the same or any part thereof to any third party.

**12.2.Non-Use:** The Licensee and the Brand Licensors undertake that the Licensee and the Brand Licensors shall not at any time hereafter use or disclose any Confidential Information, except:

- (i) to its professional representatives and advisors, or
- (ii) as may be required by law or any legal or regulatory authority, the terms and conditions or existence of this Agreement or any business ideas, market opinions, information and/or material concerning the business or affairs of Brand Licensors and/or Licensee which may have or may in the future come to its knowledge. The Licensee shall not use any such confidential Information except for the performance of this Agreement or make any announcement relating to this Agreement or its subject matter without the explicit prior written approval of Brand Licensors.

**12.3.Business Contact Protection:** The Brand Licensors and/or Licensee hereby agrees that, all the business contacts introduced by the Brand Licensors and/or Licensee to either of the parties, for this project shall not be contacted directly for the period of upcoming **three (03) years** by the Brand Licensors and/or Licensee for any private purpose. All the aforesaid contacts shall be kept **strictly confidential** and the Brand Licensors and/or Licensee shall be kept in loop.

**12.4.Notification:** The Brand Licensors and/or Licensee agrees to notify the other party promptly in the event of any breach of its security under conditions in which it would appear that the confidential Information is compromised, prejudiced or exposed to loss.

**12.5.Public Announcement:** All public announcements, press releases, Advertising, Marketing and Promotional materials with respect to the use and mention of the Brand “**Fashion TV / FTV / F- RESIDENCY**” shall be shared and approved by the Licensee & Brand Licensors jointly, neither the Brand Licensors/Licensee shall unreasonably withhold such approval.

### **13. TERMINATION OF THIS AGREEMENT:**

**13.1.** Except for reasons of Force Majeure, in the event of a financial default by the Licensee and if such default is not remedied by the Licensee within seven **(7)** days from the date of receipt of written notice (the "**Cure Period**") by the Brand Licensor, the Brand Licensor shall be entitled to terminate this Agreement by written notice with immediate effect after the expiry of the Cure Period.

**13.2.** Notwithstanding the provisions of Section 13.1 above, the Brand Licensor may terminate this Agreement with immediate effect and without prior notice if the Licensee has been adjudicated bankrupt under the Indian Insolvency and Bankruptcy Code, 2016.

**13.3.** The Brand Licensor may suspend the present Agreement, if the Licensee does not remedy its default (as mentioned herein below) within 7 (seven) business days from the date of receipt of written notice (the "**Cure Period**") issued by the Brand Licensor in favour of the Licensee:

- (a) Licensee delays payment by more than seven days **(7)** days;
- (b) Licensee commits a material breach of this Agreement;
- (c) Licensee makes unauthorized use of the Trademarks "Fashion TV / FTV / F" in any other Project;
- (d) Licensee sells merchandise to third parties in its "Fashion TV / FTV / F" without the F hologram;
- (e) Licensee breaches the confidentiality clause set forth in this Agreement;
- (f) Licensee breaches the fair play clause set forth in this Agreement;

#### **14. INTELLECTUAL PROPERTY (IP):**

**14.1.** The Project hereunder shall bear the trademark "**Fashion TV / FTV / F - RESIDENCY**" or in case approved by Brand Licensor in writing, names or designations or copyrights (Intellectual Property) under which Brand Licensor or its program is identified. The Licensee acknowledges that the Intellectual Property and any goodwill created in connection with the Intellectual Property shall be and remain the sole property of the Brand Licensor. Notwithstanding the above, during the term of this Agreement, Brand Licensor warrants that all the Intellectual Property rights required to exploit the licenses herein granted to Licensee will be properly maintained and Brand Licensor shall represent and warrant their validity, legality and ownership.

- 14.2.** The Licensee agrees not to sell, advertise under Intellectual Property in any manner other than the terms hereof. The Licensee may not add any word, character, mark, design or device to the Intellectual Property or to the Fashion TV services and products, unless specifically permitted by Brand Licensor in writing in advance.
- 14.3.** In case if the Licensee is required to register the Intellectual Property of the Project in order to carry out and protect the business, it will inform Brand Licensor thereof in writing. The Brand Licensor will do its best to provide support to have such Intellectual Property applied for or registered or protected. All legal costs and fees involved with such activities are to be borne by the Licensee.
- 14.4.** The Licensee may register FTV Internet domain. In case if the Licensee wishes to use a website with FTV domain name, it has to request the Brand Licensor, which shall not be unreasonably withheld and the Brand Licensor may grant Licensee to use an FTV domain owned and registered by the Brand Licensor if available.
- 14.5.** Any adaptation relating to the Project name required by the Licensee is subject to the prior written approval of both the Parties, which will not be withheld unless a significant and reasonable reason prevails. All costs in connection with the registration and protection of such adapted Intellectual Property and/or other means of identification will, for the duration of this Agreement, be on Licensee's account.
- 14.6.** Nothing herein contained shall be construed as the transfer from Brand Licensor to Licensee of any Intellectual Property or any other rights used or embodied in or in connection with the Trademarks of FTV and its program, except that Licensee may use the Intellectual Property, for the purpose of and to the extent, permitted in this Agreement.
- 14.7.** Licensee may not use nor register, neither as other business's trade names, internet-domains, trademarks or the like any trade names or Trademarks of FTV, including without limitation the Intellectual Property or any words, characters, marks, designs or devices, which in Brand Licensor's opinion are likely to be confused with the name and/or the Intellectual Property of FTV.
- 14.8.** Further Licensee represents that neither it, nor its affiliates or directors have in the past or intend in the future to register, file for registration or in any other way attempt to obtain trademarks, logos, domain names or other IP associated with FTV.

## **15. INVESTMENT AND EXPENSES**

All investments required for setting up the cost of development of Project the “**F- RESIDENCY**” shall be incurred by the Licensee unless otherwise mentioned.

#### **16. INSPECTION**

The Licensee shall permit Project personnel and agents of the Brand Licensor during normal hours of business to inspect and observe the License Business location and the Services provided at the Project.

#### **17. LIQUIDATED DAMAGES**

The Licensee is forbidden from carrying out any other business excluding the residential towers, common amenities, club, retail & offices to be used by Residents of the Project at the Location under the Trademarks/ logos of FTV. In case it is found out that the Licensee has contravened this clause resulting to damages towards the brand value, Image, reputation and goodwill in market which has been undervalued, demeaned and or/tarnished by the acts of the Licensee, then Brand Licensor shall penalise as liquidated damages as per the dispute resolution through arbitration ..

#### **18. INDEMNIFICATION:**

The Licensee its partners/directors hereby unequivocally undertake to jointly and severally indemnify, defend, and hold harmless the Brand Licensor from and against any loss, cost, or damage of any kind to the extent arising out of its material breach of this Agreement by the Licensee And vice versa

#### **19. NATURE OF RELATIONSHIP:**

Noting in this Agreement shall be deemed to constitute a partnership, joint venture, agency or employment relationship between the Parties hereto. It is specifically agreed that the Licensee shall have no authority to bind or make any representation or commitment on behalf of Brand Licensor. There shall be no liability on the part of Brand Licensor to any person for any debts incurred by the Licensee.

#### **20. SURVIVAL:**

The clauses of this Agreement which by their nature are intended to survive termination of this Agreement shall remain in effect after such termination.

#### **21. NOTICES:**

Any notice pursuant to this Agreement shall be in writing and either delivered personally under acknowledgement, or sent by certified or registered mail, or sent

by a recognized courier or sent by electronic mail, with acknowledgment due. All notices and requests shall be deemed as given as of the day of receipt by the respective Party.

Such notice shall be sent at the address specified below:

To Brand Licensor	<b>FASHION TV INDIA PRIVATE LIMITED</b>  <b>FASHION TV LIMITED</b>  Level 7, G Block, BKC, Bandra East, Mumbai – 400051  Email: legal@ftv.ind.in, accounts@ftv.ind.in
To Licensee	

or such other address as either Party may inform the other Party.

**22. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties in relation to its subject-matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject-matter and no variation of this Agreement shall be effective unless reduced in writing and signed by or on behalf of each Party.

**23. SEVERABILITY:**

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such case, the Parties shall forthwith enter into good faith negotiations to amend the provisions rendered void, illegal or enforceable in such a way that, as an amended provision, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as reflected herein with respect to the matter in question.

**24. WAIVER:**

No delay in exercising or omission to exercise any right, power or remedy accruing to either Party under this Agreement shall impair any such right, power

or remedy or be construed to be waiver or acquiescence thereof, nor shall action or inaction of acquiescence by either Party in any such default, affect or impair any right, power or remedy of the either Party, in respect of any such default.

## **25. FORCE MAJEURE:**

No delay, failure or omission by either Party to carry out or observe or perform any of the terms and conditions of this Agreement (other than any payment obligations) shall give rise to any claim against such Party or be deemed a breach of this Agreement, if such delay, failure or omission arises from Force Majeure Event. The Affected Party shall send a notice in writing to the other Party informing about the occurrence of Force Majeure Event as early as possible. Parties shall try to mitigate the consequences of such an Event and shall endeavour to reinstate the performance of the Agreement as early as practicable.

## **26. ADDENDUM/AMENDMENT:**

Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by both the Parties. Any addendum attached hereto that is signed by the Parties shall be deemed a part of This Agreement.

Provided that, in case of any change as to the nature of Licensee's ownership, or Licensee further enters into any Partnership, then such amendment shall be added by the way of Addendum to this License Agreement and signed by both the Parties i.e. Brand Licensor and Licensee, thereby addendum/ amendment shall be a deemed part of this agreement.

## **27. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed an original document, however all such counterparts together shall constitute one agreement.

## **28. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:**

**28.1.** If any dispute or difference arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement (**"Disputing Parties"**) the Disputing Parties shall endeavour to settle such dispute amicably within **thirty (30)** days thereof. If the Disputing Parties are unable to resolve the dispute within the said period of **thirty (30)** days, any Disputing Party can refer the dispute to a sole arbitrator appointed mutually.

- 28.2.** The arbitration proceedings shall be administered by the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Mumbai and the language of arbitration shall be English.
- 28.3.** The arbitrator’s award shall be a reasoned award and shall be in writing, arbitrators shall also decide on the costs of the arbitration proceedings.
- 28.4.** The provisions of this Article shall survive the termination of this Agreement.
- 28.5.** Subject to arbitration, this Agreement shall be governed by the laws of India.

**29. AUTHORITY:**

By signing below, the undersigned representatives of the Parties warrant and represent that they have full authority to execute this Agreement on their respective Party’s behalf and to bind their respective Party to the terms hereof.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS ON THE EFFECTIVE DATE.**

<div>Signed and Accepted</div> <div></div> <div>Authorized Signatory</div> <div>FASHION TV INDIA PRIVATE LIMITED</div>	<div>Signed and Accepted</div> <div></div> <div>Authorized Signatory</div> <div></div>
--	--

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**ANNEXURE – A**

Term and Individual Terms of the Agreement for the Operation of

**“Fashion TV / FTV / F- RESIDENCY BY**

Headings	Particulars
Term	Term for this Agreement: Indefinite Period
Total Projects of “Fashion TV / FTV / F - RESIDENCY”	1(One)
Approved Location of “Fashion TV / FTV / F - RESIDENCY”	

**ANNEXURE - B**

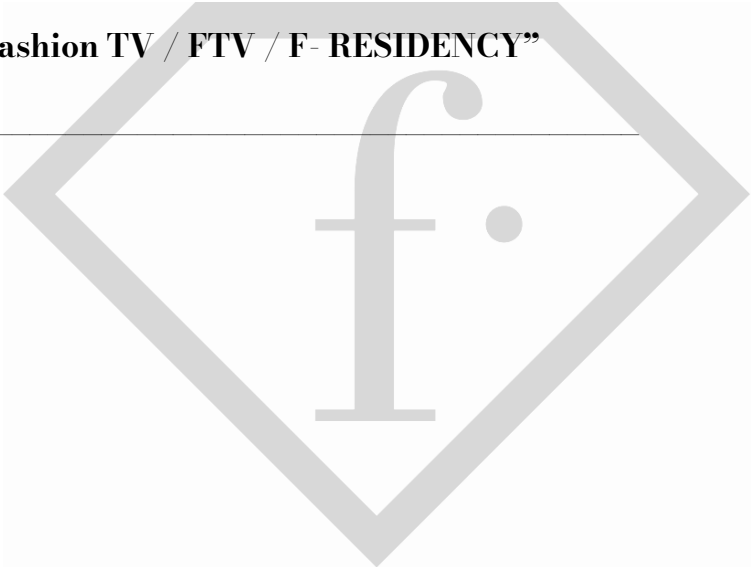
**CERTIFICATE I**

**LOCATION PERMIT**

1. Licensee has informed Brand Licensor of the Location of the **“Fashion TV / FTV / F - RESIDENCY”** and provided pictures of the Location, area and neighbourhood. Licensee has given Brand Licensor all necessary information of neighbouring real estate projects, etc. including pictures and layout of these.
2. Brand Licensor was informed of the square feet and layout of the Location as mentioned in Clause 5.2 in the Agreement.
3. Brand Licensor has approved and accepted the Location defined hereunder.

**Location of “Fashion TV / FTV / F- RESIDENCY”**

**Territory:**



ANNEXURE - C

LICENSED TRADEMARK(s)



ANNEXURE - D

Freebies – Overview

Provided by the Brand Licensor:

Platforms	No. of Monthly Deliverables	Total No. of Creatives/ Deliverables
Pre Launch (3 months)	20	60
Launch (7 days after)	7	7
3 months additional support	23	23
<b>TOTAL CREATIVE SUPPORT</b>	<b>50</b>	<b>90</b>
<b>Blogs/Articles</b>	<b>4</b>	<b>12</b>
<b>PR Articles if any</b>	<b>2</b>	<b>6</b>
<b>Reports- SM and ORM</b>	<b>1</b>	<b>3</b>

Freebies- Scope Of Work of Brand Licensor.

Deliver Platforms	Detailed Deliverables	Frequency
Pre-Launch		
Social Media PR Blogs Décor Ads ORM	<div> <div> 1. Creating social media pages for 2 platforms as mentioned <ul style="list-style-type: none"> <li>Facebook</li> <li>Instagram</li> </ul> </div> <div> 2. Creating the cover photos and uploading. </div> <div> 3. Identifying brand relevant hashtags. </div> <div> 4. Content Creation as per the brand guidelines to build the page and create hype includes posts, stories and other collaterals as mentioned- <ul style="list-style-type: none"> <li>Coming soon – post and reel</li> <li>Our products and services, Offers, Invites, rate card</li> <li>Ad creatives if any</li> <li>Creating hype around the category we are targeting</li> <li>2 Blogs around the category</li> <li>2 PR articles if any</li> <li>Indoor décor branding creatives if any</li> <li>Outdoor décor branding if any</li> </ul> </div> <div> 5. Monitor and respond to follower interaction (comments, image/video tags) once a day. </div> <div> 6 Forwarding queries to the relevant departments. </div> </div>	Ongoing/ As per requirement
LAUNCH – 2 weeks from launch		

<div> Social Media  Google Listing  Website  Blogs  Forms  Décor  Ads  PR  ORM </div>	<div> <ol style="list-style-type: none"> <li>Static Landing Page</li> <li>Creating revised cover photos</li> <li>Content Creation as per the brand guidelines to build the page and create hype <ul style="list-style-type: none"> <li>Launch offers, creatives</li> <li>Introductory/launch offers</li> <li>Forms- customer feedback, client service</li> <li>Offered products and services</li> <li>Creating hype around the category we are targeting</li> <li>Relevant offline collateral adaptations</li> <li>2 Blogs and 2 PR articles if any</li> <li>Indoor décor branding creatives if any</li> <li>Outdoor décor branding creatives if any</li> </ul> </li> <li>Listing the business on google</li> <li>Monitor and respond to follower interaction (comments, image/video tags) once a day</li> <li>Forwarding queries to the relevant departments</li> </ol> </div>	
	<div> <b>3 MONTH ADDITIONAL SUPPORT</b> </div>	
<div> Festivals  Important Days  Offers  Tie-ups  Ads </div>	<div> <ol style="list-style-type: none"> <li>Additional content Creation as per the brand guidelines to continue building the page <ul style="list-style-type: none"> <li>Pre-planned Offers</li> <li>Additional 4 blogs</li> <li>Festive calendar/important days for the next 3 months</li> <li>2 cover photos for all platforms</li> <li>Any upcoming/pre-planned tie-ups if any</li> </ul> </li> </ol> </div>	

Please Note-

- ORM – a predefined reply as agreed by both the parties will be posted by the agency and shared with the client for further action.
- A standard format of the Monthly Social Media reports will be shared every month.
- A standard format of the Monthly ORM (queries received and replied) reports will be shared every month.
- Any specific requirement has to be mentioned by the client in advance as per the below timelines-
- Static creatives- 2 days

- Video/gif – 3 days
- For any last-minute change in brief, agency is not responsible to deliver in case of other commitments.
- Available support from agency is from 10am – 7pm.
- Freebies are applicable only as per the above mentioned scope, any other requirement will be charged as per the scope.

#### Exclusions

- Media management and planning.
- Any third party costs such as specific stock image purchase / photography production / video editing / illustrations etc.

Any other service not mentioned in the above scope.

