



महाराष्ट्र MAHARASHTRA

2020

YS 285843

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मू.वि.क्र. ८००००९४

29 JUN 2021 R

सक्षम अधिकारी

श्री. सी. टि. आंबेकर

### DEED OF ADHERENCE

This Deed of Adherence is made on 4<sup>th</sup> day of August, 2021:

BETWEEN

**JSW IP Holdings Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter called "the **Brand Owner**")

AND

**JSW Infrastructure Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter called "the **User**")

AND

**JSW Paradip Terminal Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 5A, Jindal Mansion, Dr. G Deshmukh Marg, Mumbai 400026 (hereinafter called the "**New Subsidiary**")

The Brand Owner, the User and the New Subsidiary are individually referred to hereinafter as "**Party**" and collectively as the "**Parties**".



13 AUG 2021

13 AUG 2021

जाडपत्र - २ Annexure - II

दस्तावा प्रकृत	<b>AGREEMENT</b>
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळवणुकीचे वर्णन -	
मुद्रांक विकत घेणाऱ्याचे नाव	
दुसऱ्या पक्षानेचे नाव	
द्वयस्त्री अस्तित्वात त्यांचे नाव व पत्ता	
मुद्रांक शुल्क	
मुद्रांक विक्री नोंद करणारे कार्यालय	
मुद्रांक विकत घेणाऱ्याचे पत्ता	
मुद्रांक विक्रेत्याची नोंद	
परवाना क्रमांक : ८०००१४	सागर जर्नल प्रिंटिंग
मुद्रांक विक्रीचे ठिकाण/पत्ता: मंत्रालय बिल्डिंग, बंधुवाडी, मुंबई दि. महाराष्ट्र मंत्रालय ऑफिस अलाईड ऑफिसरस डो. ऑप. बँक लि मंत्रालय - ४०० ०३२.	
ध्या कारणातली ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणातली मुद्रांक जिल्हा वेळोवेळी घ्यावेत याबाबत साधारण संकेतकारक आहे.	

JSW IP Holdings Private Limited  
JSW Centre, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051.

JSW Pleading  
for Technical Part



**RECITALS:**

- A. The Brand Owner and the User have entered into a Brand Equity and Business Promotion Agreement dated October 8, 2014 (hereinafter "the Agreement") pursuant to which the Brand Owner had *inter alia* granted to the User, the right to use the JSW Brand, Marks and/or the Marketing Indicia, subject at all times to the User's compliance with the terms and conditions of the Agreement.
- B. Under Clause 5 of the Agreement, the Brand Owner and the User have agreed that the New Subsidiary shall execute this Deed in order to introduce the New Subsidiary as a party to the Agreement;

**NOW THEREFORE**, based upon the foregoing, and in consideration of the mutual covenants, terms, conditions and understandings with the intent to be legally bound thereby, the Parties hereto agree as follows:

- 1. The New Subsidiary hereby agrees and undertakes that with effect from the date of this Deed of Adherence it shall perform, comply with and be bound by terms of the Agreement as if it was originally a party to the said Agreement. For avoidance of doubt, the Parties agree that for the purpose of calculation of User Subsidiary Royalty on the basis of User Subsidiary Quarterly Turnover in accordance with Cause 13.2 of the Agreement the first such User Subsidiary Quarterly Turnover shall commence on April 01, 2021 and end on June 30, 2021 and the term "Quarterly" shall be construed accordingly.
- 2. Each of the Parties hereby covenant, agree and undertake that by the New Subsidiary's execution of this Deed, the New Subsidiary shall become a party to the Agreement shall be entitled to all rights and privileges and shall be jointly and severally subject to all duties and obligations of the User Subsidiaries under the Licence Agreement.
- 3. This Deed of Adherence shall be read in conjunction with the Agreement and any capitalized terms used in this Deed but not defined herein shall have the same meaning as ascribed to such term in the Agreement. As far as reference is made in the Agreement to User Subsidiaries or User Subsidiary, such reference shall be construed to refer to the New Subsidiary.
- 4. This Deed of Adherence shall be governed by and construed in accordance with the laws of the India and shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.
- 5. The Parties agree that if required at any time and from time to time, they shall promptly and duly execute and deliver any and all further instruments and documents and take such further action as may be necessary in order to give full effect to this Deed of Adherence and the rights and powers herein granted
- 6. The address of the New Subsidiary for service of notice shall be as follows:

Address: 5A, Jindal Mansion, Dr. G Deshmukh Marg, Mumbai - 400 026.  
Attention: Mr. Pradip Roy

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first herein above written.

SIGNED AND DELIVERED by )  
MR. SANJEEV DOSHI the authorised )  
signatory of JSW IP Holdings Private Limited, the )  
Brand Owner. )

For JSW IP Holdings Private Limited  
  
Director / Authorised Signatories

SIGNED AND DELIVERED by )  
\_\_\_\_\_ the authorised )  
signatory of JSW Infrastructure Limited, the User. )

For JSW INFRASTRUCTURE LTD.  
  
Director / Authorised Signatory

SIGNED AND DELIVERED by )  
\_\_\_\_\_ the authorised )  
signatory of JSW Paradip Terminal Private Limited., )  
the New Subsidiary )

For JSW PARADIP TERMINAL PVT. LTD.  
  
Authorised Signatory

Authorized Signatory

For 35W PARADIP TERMINAL PVT. LTD.

Director / Authorized Signatory

35W INFRASTRUCTURE LTD

Director / Authorized Signatory

For 35W IT Building Project Limited