

महाराष्ट्र MAHARASHTRA

2023

CE 157962

अनु. क्र. ६४६ दि. २२/११/२०२३ सु. शु. रकम. ५००/-

दस्तावा प्रकार असाईनमेंट कंट्रॅक्ट

दस्त गौणणीकरण आहेंत वा ? होय/नाही.

मिककीचे वर्णन तुजवाल् इ. वरिष्ठ कंपनीचा लाई

मुद्रांक विकत घेणाऱ्याचे नांव को. २५५/५, लक्ष्मणबाग मंगे, सदाशिव पेठ, पुणे

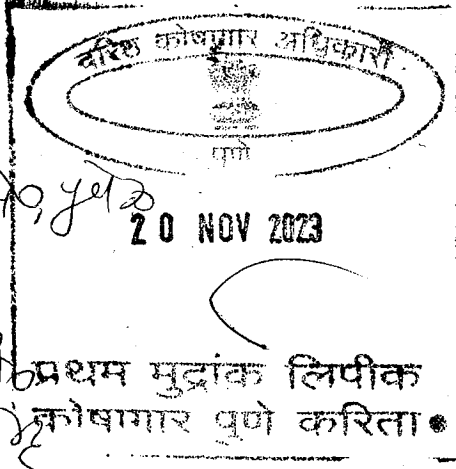
पत्ता तुजवाल् इ. माल ५११/६

दुसऱ्या पक्षाकडचे नांव तुजवाल् इ. माल - तुजवाल्

हस्ते व्यक्तीचे नांव व पत्ता सो. जयश्री विनिमय ब्रँडसरे

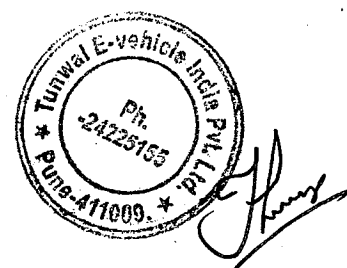
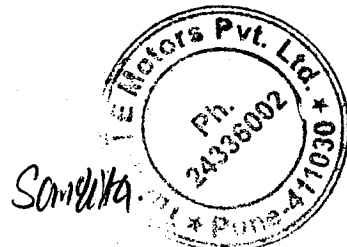
मुद्रांक विकत घेणाऱ्याची सही परवाना क्र. २२०१०११

..... ४२५ ब., शनिवार पेठ पुणे - ३



TRADEMARK ASSIGNMENT DEED

THIS INDENTURE is made at Pune on this 22nd day of .November, 2023 between;
Tunwal E Vehicles India Private Limited, a body incorporate, having address at Office no 502, 5th Floor, Rama Icon Commercial Building, Near Apollo Spectra Hospital, Sadashiv Peth Pune 411030 Maharashtra, India (hereinafter referred to as "the ASSIGNOR", which term includes their successors and assigns) of One Part;



Tunwal E Motors Private Limited, a body incorporate, having address at Office no 501, 5th Floor, Rama Icon Commercial Building, Near Apollo Spectra Hospital, Sadashiv Peth Pune 411030, Maharashtra, India (hereinafter referred to as the “the ASSIGNEE**”, which term includes their successors and assigns) of the Other part.**

WHEREAS, the ASSIGNOR has been in the business of manufacturing “**Electric Vehicles And Accessories**” (hereinafter referred to as “**the manufacturing**”) under the trade mark “**TUNWAL**” (hereinafter referred to as “**the said trade mark**”) as described in **Schedule ‘A’** hereto.

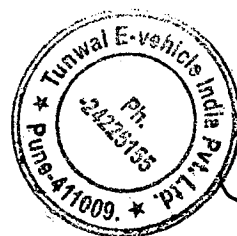
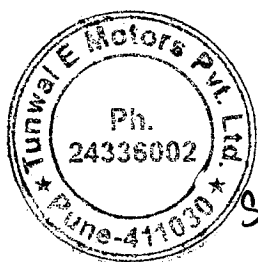
WHEREAS the ASSIGNEE is carrying on the business of manufacturing “**electric two wheelers**” and/or such other ancillary businesses, that wishes to exclusively own the said trade mark “**TUNWAL**” by assignment along with the goodwill.

AND WHEREAS the ASSIGNORS have agreed to assign the said trade mark along with the goodwill to the ASSIGNEE who has agreed to become the ASSIGNEE of the said trade mark.

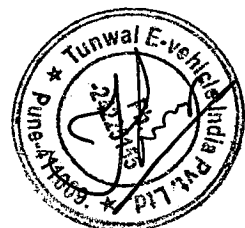
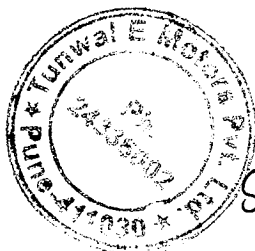
AND WHEREAS the ASSIGNORS have agreed with the ASSIGNEE to transfer the exclusive use and benefit of said trade mark registered under No. 3897566 for a total consideration of Rs. 1,00,000/- (Rupees One Lakh Only) as per the terms and conditions agreed to as per **Schedule ‘B’**.

NOW THIS DEED WITNESSTH AS UNDER:

1. That in pursuance of the above said agreement and for consideration of a total sum of Rs. 1,00,000/- (Rupees One Lakh Only) paid by the ASSIGNEE to the ASSIGNOR - the receipt of which is annexed herewith and marked as **Exhibit ‘A’** - the ASSIGNORS hereby acknowledges the payment thereof and hereby assign upon the terms hereinafter mentioned, to the ASSIGNEE, the exclusive use and benefits of the aforesaid trade mark in relation to the aforesaid services.
2. That the said ASSIGNOR hereby further covenants with the ASSIGNEE that from the time hereafter the ASSIGNOR will not use the said trade mark “**TUNWAL**” and/or any other trademark similar and/or deceptively similar to the said trademark as depicted in the trade mark registration certificate and as described in **Schedule ‘A’** hereto.



3. That the ASSIGNOR hereby further covenants with the ASSIGNEE that the ASSIGNOR shall give full co-operation for execution and registration of the assignment at the Trade Mark Office of the said trade mark in favour of the ASSIGNEE.
4. That the ASSIGNOR hereby assigns the said trade mark to the ASSIGNEE together with the goodwill of the business in said services, to hold the same unto the ASSIGNEE, their successors and assigns absolutely.
5. The consideration set forth above is applicable only to the services specified in schedule hereto. However, if any new product/service is introduced by the ASSIGNEE in future, the ASSIGNEE is not liable to pay any consideration on the same though the ASSIGNEE is allowed to use the trade mark aforesaid.
6. The ASSIGNOR shall take steps to stop the usage of the said trade mark by any other person till the execution of this Assignment Deed and from the date of execution of this Assignment Deed it shall be the responsibility of the ASSIGNEE.
7. The ASSIGNEE recognizes the valuable reputation and goodwill attached to the said trade mark. The ASSIGNEE shall take all reasonable care to provide the services of such quality so as not to damage or reflect adversely on the valuable reputation or goodwill associated with said trade mark. The ASSIGNEE will assume complete responsibility for its goods and/or services and shall hold the ASSIGNOR harmless against all liability or damage which the ASSIGNOR might incur as a result of the goods and/or services of the ASSIGNEE.
8. The ASSIGNEE will comply with any and all applicable statutes and regulations relating to the said services being rendered and the ASSIGNEE will hold ASSIGNOR harmless from any and all liability or claims resulting from the ASSIGNEE, with respect to the said services under the said trade mark.
9. The ASSIGNOR and the ASSIGNEE agree to execute such documents and do such lawful acts as may be needed to confirm, record or register this Assignment Deed.
10. No rights or licenses under any Trade Mark or names of the ASSIGNOR or the ASSIGNEE, other than the right to use said trade mark, are granted or to be implied by this Agreement.



11. Any dispute or difference arising out of or in connection with the above agreement between the parties including any dispute or difference arising due to non-compliance to the terms mentioned in this agreement shall be referred to an arbitrator jointly appointed at that time by both the parties with summary powers and the provisions of Arbitration and Conciliation Act, 1996 and rules framed there under and any amendment thereto from time to time shall apply.

12. The parties hereby agree that the courts in Pune shall have jurisdiction to entertain any applications or other proceedings in respect of anything arising under this agreement and any award made by the sole arbitrator hereunder shall be filed in concerned court in the Pune only.

13. All notices in connection with this Agreement shall be deemed complete upon mailing, to the respective party at its address set forth herein at the beginning of this Agreement, or to such other address as either party may hereafter specify in writing.

IN WITNESSES whereof the ASSIGNOR and the ASSIGNEE have caused their name and seal to be hereunto affixed the day and the year first herein above written.

Signed, sealed and delivered by

ASSIGNOR:

For, Tunwal E-vehicle India Pvt. Ltd.


Director

Mr. Jhumarmal Tunwal
Director and Authorised Signatory
Tunwal E Vehicles Private Limited

ASSIGNEE:

For TUNWAL E MOTORS PVT. LTD.


Director

Mrs. Sangita Tunwal
Director and Authorised Signatory
Tunwal E Motors Private Limited

Witness:

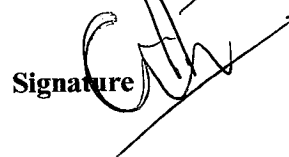
1) **Name: Mr Kalpesh Shah**

Address: Pune, Maharashtra



Signature:

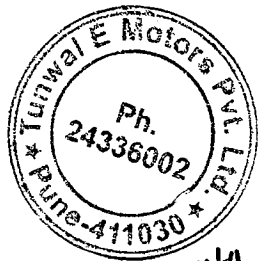
2) **Name: Mr Sagar Shah**

Address: Pune, Maharashtra


Signature

SCHEDULE 'A'

Trade Mark	Registration number	Class	Goods/Services	Status
	3897566	12	ELECTRIC VEHICLES, E-VEHICLES, BATTERY OPERATED VEHICLES, COMPONENTS AND ITS ACCESSORIES	Registered




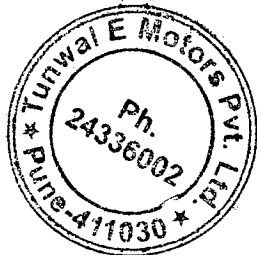
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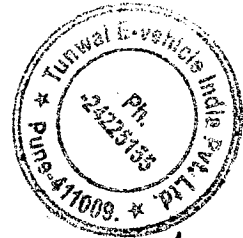
[Signature]

SCHEDULE 'B'

Trade mark	Application number	Brand Value in Rupees.
	3897566	Rs. 1,00,000/- (Rupees One Lac Only)



Somdeo



[Signature]

Exhibit 'A'

RECEIPT

Received with thanks from **Tunwal E-Motors Private Limited**, having its address at at Office no 501, 5th Floor, Rama Icon Commercial Building, Near Apollo Spectra Hospital, Sadashiv Peth Pune 411030 the **ASSIGNEE** above named- a sum of Rs. 1,00,000/- (Rupees One Lakh Only) by cheque No. 345005 dated 22 Nov 2023 , drawn on Tunwal E-Motors Pvt Ltd, as the consideration towards transfer of the trade mark "TUNWAL" under registered Application No. **3897566** together with goodwill thereof as per assignment deed dated 22 day of November , 2023, entered into between the parties above-named.

For TUNWAL E MOTORS PVT. LTD.

Sangita
Director

Mrs Sangita Tunwal
Director and Authorised Signatory
Tunwal E Motors Private Limited.

Dated 22nd day of November 2023

Place: Pune