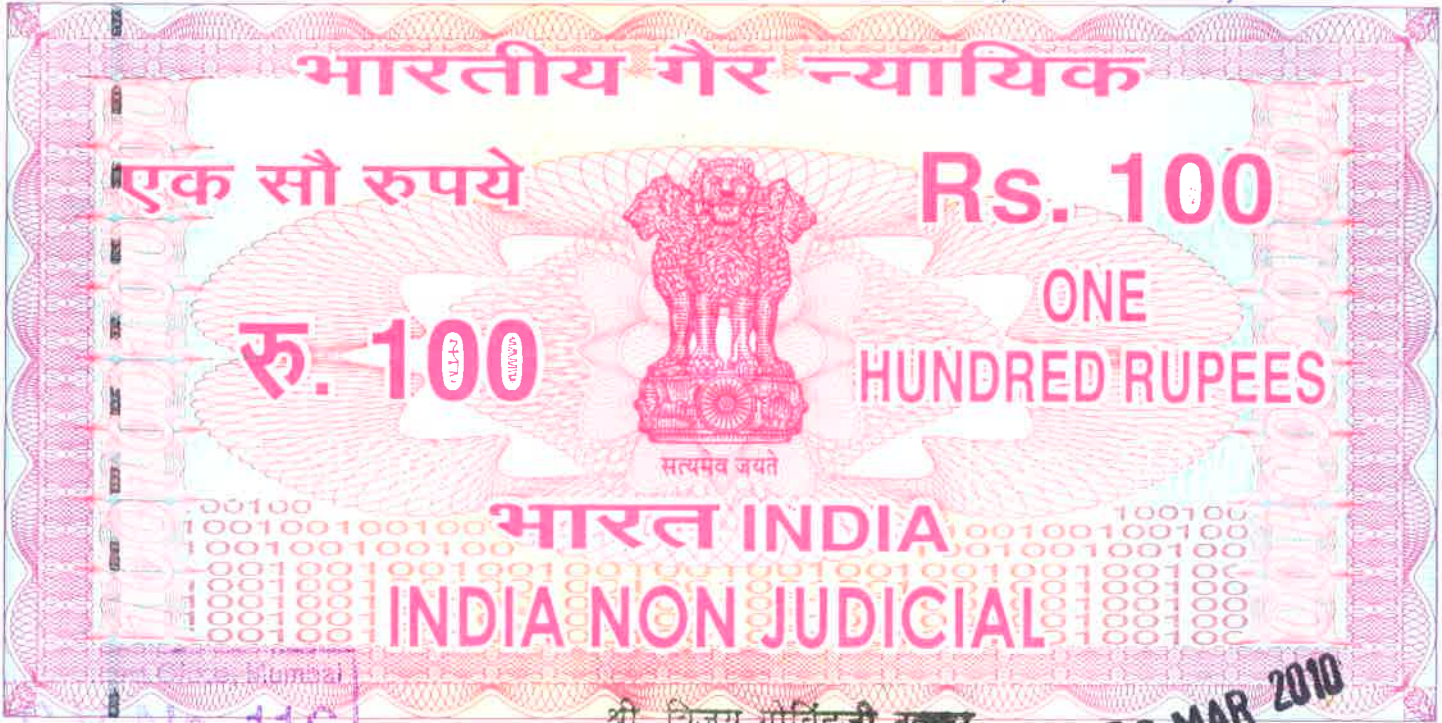


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L.S.V. No. 116
महाराष्ट्र MAHARASHTRA
22 FEB 2010
Prayer Officer

2 MAR 2010
DG 939786

श्री. विजय गोविंदजी ठक्कर
★ परवाना धारक मुद्रांक विक्रेता ★
★ परवाना धारक मुद्रांक विक्रेता प. क्र. ११६★
पु. नं. ४, न्यू सोची बिल्डिंग, अंबाजी घास मंदिराजवळ
एम. जी. रोड, मुल्तूड (प.)
क्रमांक..... 15394 2/3/10.....
संस्था/श्री/श्रीकृती..... DIL. LTD.....
मार्ता रु...100...चा न्यायिक धारक मुद्रांक वेपर विक्रला.
सही
परवाना धारक मुद्रांक विक्रेता

M. L. S. RAMBLE

PREM ASSOCIATES ADVERTISING AND MARKETING • DIL LIMITED

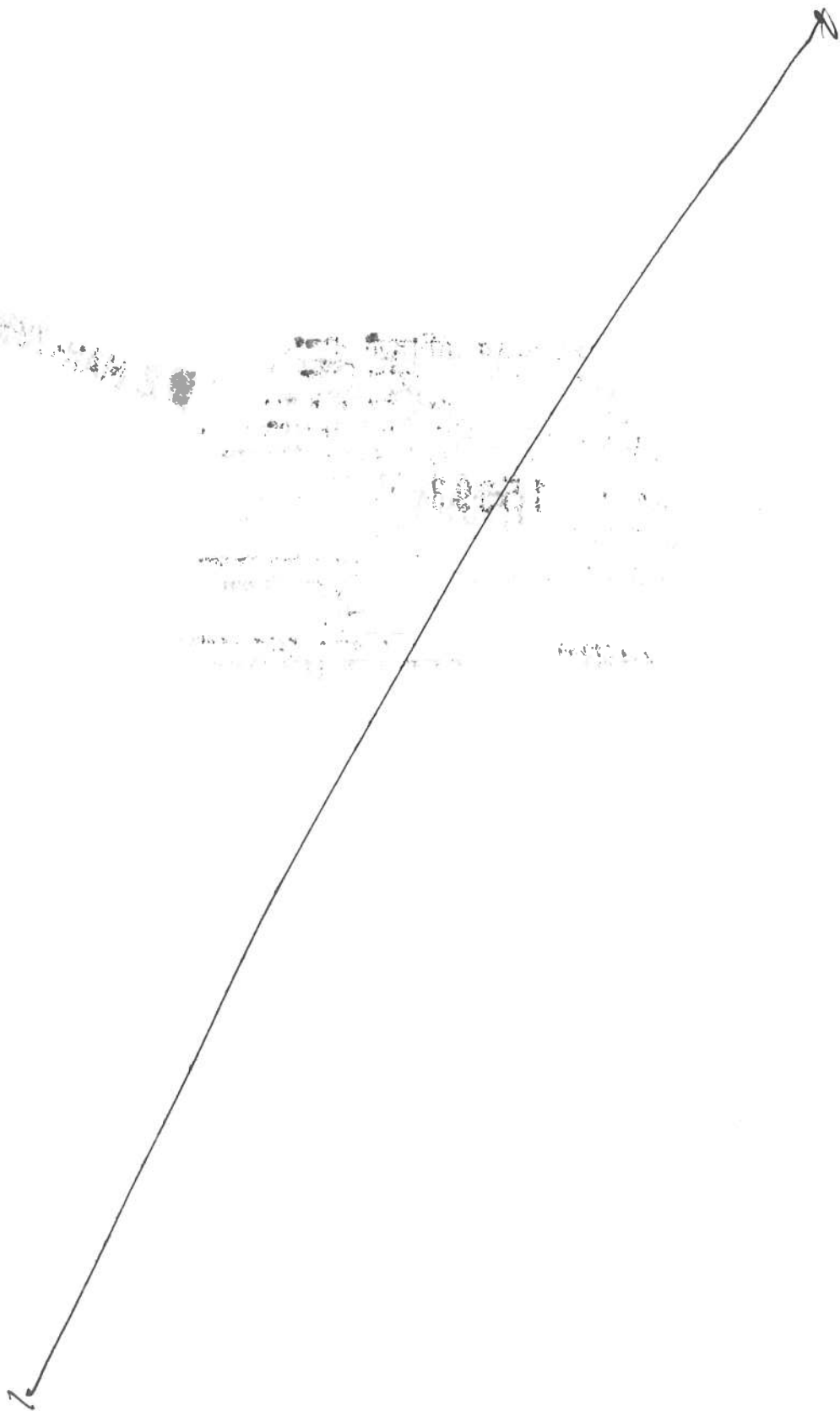
AGREEMENT

Dated

April 01, 2010



Handwritten signatures and initials.



AGREEMENT

This Agreement, made at Mumbai on this 1st day of April, 2010 BETWEEN DIL LIMITED, a Company having its registered office at DIL Complex, Ghodbunder Road, Thane (West) 400 610, hereinafter referred to as the "Client" (which expression shall include its successors and assigns) of the One part, AND Prem Associates Advertising and Marketing, a partnership Firm having its Registered Office at 7th Floor, Span Centre, Premnarayen Chowk, Ramakrishna Mission Marg, Santacruz (West), Mumbai 400 054, hereinafter referred to as the "Agency" (which expression shall include its successors and permitted assigns) of the Other part.

The Client hereby appoints the Agency as their Advertising Agents and Consultants for Advertising, Publicity and Promotion and also for its associate(s) Companies and for all their products, corporate, institutional, financial, IPO, statutory, appointment, tender notice, public notice advertisements, etc. from 1st April, 2010 on the following terms and conditions :-

1. The Agency will handle the creation, preparation and placement of advertising and publicity material in all media including newspapers, magazines, films, cinema slides, outdoor and transport media, radio, TV, electronic media, internet, direct mail, brochures, booklets, annual reports, calendars, diaries, presentation items, etc.
2. All advertising material released on the Client's behalf must be approved by a competent member of the Client's staff.
3. The Agency will not disclose without the Client's permission any confidential information resulting exclusively from studies and surveys commissioned and paid for by the Client or divulged by their personnel during briefings. During the tenure of the Agreement, the Agency agrees not to undertake any new directly competitive assignments, excluding those already handled by the Agency, without prior consent of the Client.
4. The Client will pay the Agency for layouts, artworks, production, film and radio production, etc. on the basis of the Agency's estimates. In the case of jobs started on the Client's instructions and discontinued later for any reason or prolonged beyond 4 weeks, the Client will pay the Agency in full for the same.



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5. The Agency will buy advertising time, space and material on the Client's behalf on instructions from the Client. The Client shall honor the Agency's commitments arising out of any contracts or agreements entered into by the Agency on the Client's behalf with the Client's prior sanction. In case the Client does not use space / time, etc. entitling a contract rate, the Agency will bill for the difference between the contract rate and casual rate and the Client will have to make the full payment.
6. The Client agrees that the Agency will retain the commission granted by media and / or suppliers on the gross cost of business placed with them by the Agency on the Client's behalf. Where no commission is offered by media and / or suppliers, the Agency will be entitled to charge the Client 15% on the gross cost or 17.65% of the net cost. Where the commission is less than 15% of the gross cost or 17.65% of the net cost, the Agency will be entitled to charge the Client the difference.
7. For such services as market research, advertising research, public relations, arranging press / agents / brokers / analysts / investors, etc. conferences, consultancy services, supervisory services, printing, etc. for which no standard rates are available, the Agency will be fully paid in advance on the basis of estimates sent to the Client and approved by the Client.
8. The Client shall make every effort to put instructions and approvals in writing. Where these are conveyed orally, the Agency is required to confirm them in writing to avoid disputes. In the absence of a signed and approved estimate, letters and / or minutes of meetings to confirm the creation, preparation and placement of advertisements in any media will be treated as an official sanction and authority to the Agency from the Client to incur liability on their behalf. The Client will be liable to pay the Agency the full payment for the same. Cancellations and / or revisions requested for by the Client in writing will be subject to the terms and conditions mentioned in this Agreement and also mentioned in the contracts / orders originally placed and / or signed by the Agency on behalf of the Client.
9. The Client agrees to pay postal, courier, freight, insurance, etc. charges incurred by the Agency in dispatching advertising materials, etc. to their destinations – like mechanicals to publications, printed material to consigners, etc. indicated by the Client and STD / ISD telephones, faxes, conveyance charges, etc. in the execution of the work done on the Client's behalf.



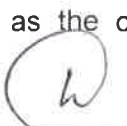
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10. The Client agrees that the Agency's bills will be paid either by demand drafts and / or by cheques payable at a Mumbai Bank, as soon as they are verified and in any case not later than 15 days from the date of receiving the same. The Client agrees that the queries on any of the Agency's bills will be raised in writing within 7 days from receiving the same. The Client shall pay the Agency the full amount in advance for radio production, television production, film production and screenings, out-door advertising, market research, advertising research, public relations, arranging press / agents / brokers / analysts / investors, etc. conferences, consultancy services, supervisory services, printing, etc., and for any other jobs cleared for full advance payment. The Client shall pay the Agency 2% interest per month for payments not made within the stipulated period and the Client's advertising is also liable to be suspended by the Agency and the Agency will be authorised to inform appropriate authorities, associations, bodies, etc. to take action against the Client.
11. The Client's dealings with the Agency will be on a principal-to-principal basis and the Client shall have no liability to pay media and / or suppliers, as long as the Client has paid the Agency in full within the stipulated period. Where the Client has to sign joint contracts with media and / or suppliers, the Agency will have to satisfy the Client about proof of payment to the media and / or suppliers in sufficient time from the Client's paying the full amount to the Agency.
12. When the Client requires any member / s of the Agency's staff to travel in connection with the Client's work, the Client shall bear the full travel costs and pay the Agency a service fee of Rs. 7500/- per person per day with all other expenses such as boarding, lodging, conveyance, out-of-pocket expenses, etc. at the Client's costs.
13. The Client agrees to abide by the standard terms of business and conventions prevailing among various media owners / suppliers / advertising consultants / organizations / associations / societies, etc.
14. The Client agrees to indemnify the Agency against any loss the Agency may incur as a result of any claims and / or proceedings brought against the Agency based on any advertisement and / or material approved by the Client. If the material approved by the Client is released to any media including printing, etc. or duplicated according to the Client's instructions and then found to contain errors or omissions, the Client shall be liable to pay in full all the media and / or printing charges and / or duplication charges as the case may be.





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15. Whenever voucher copies are not enclosed, then the Agency should instead send either the duplicate copies or the xerox copies of the bills received by the Agency from the media as proof to the Client. The Client also agrees to indemnify the Agency of any responsibility for defective reproduction and / or printing in the press, etc. and / or defective supplies of advertising materials. The Agency's letters / minutes / estimates given from time to time shall form part of the Agreement terms mentioned herein. In the case of any revision of rates by any media and / or suppliers, the Client will reimburse in full the Agency as per the Agency's bills, which shall be supported by proof of such bills pertaining to the media and / or suppliers.
16. The copyright and property on all jobs created by the Agency, including press advertisements, literature, scripts, music, radio tapes and programmes, logos and corporate graphics, TV spots and films, etc. will rest with the Agency till the termination of this Agreement and on the Agency receiving full payment of all their bills from the Client. The Client shall also not be allowed to use the same either by themselves and / or through any other Advertising Agency until all the Agency's charges have been fully paid by the Client.
17. The Agency shall return all available artworks, production materials, etc. subject to getting them from the publications, printers, etc. in as-is condition and only on receiving their full payment from the Client.
18. All disputes and / or differences touching and / or concerning this Agreement, whether the Agreement subsists or has been terminated shall be referred to Arbitration under the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications thereof in force and all proceedings in relation thereto shall take place at Mumbai. Further, the Client shall not release directly in any media and / or be entitled to appoint any other Advertising Agency after termination of this Agreement, so long as the Client does not pay and / or make satisfactory arrangements for full payments of the Agency's outstanding bills raised based on Clients pre approved specific work. In case, any dispute is raised by the Client in relation to the Agency's bill / s and the matter is referred to Arbitration, hereinabove provided. The appointment of the Client's new Advertising Agency will be made only after the award of the Arbitrator is complied fully by the Client.

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19. This Agreement may be terminated by notice in writing of three calendar months on either side. All accounts and outstandings will be settled in full promptly prior to the termination of this Agreement.

In Witness whereof the Parties hereto have set their hands, on the day and year herein above written.

Signed, Sealed & Delivered on behalf of the within named



DIL LIMITED



Krishna Datla

SIGNATURE:

NAME: MR. KRISHNA DATLA

TITLE: MANAGING DIRECTOR

PLACE: THANE

WITNESSED BY: MR. SRIKANT N SHARMA

Srikant N Sharma

PREM ASSOCIATES

ADVERTISING AND MARKETING

Pranav Premnarayan

SIGNATURE:

NAME: MR. PRANAV PREMNARAYEN

TITLE: PARTNER

PLACE: MUMBAI

WITNESSED BY: MS. PUJA POPLEY

Puja Popley

