

THIS AGREEMENT MADE at Raipur this 1st day of April 2016 BETWEEN

S.B. Multimedia Private Limited, incorporated under Companies Act, 1956 and having its registered Office at 1st Floor, Aarson Motors, Lodhi Para Chowk, Raipur, 492001 (C.G.) (hereinafter referred to as "**the Party of the First part**") which expression shall unless repugnant to the context or contrary thereof, be deemed to mean and includes its successors in business and assigns) of the FIRST PART.

AND

Shri Bajrang Power And Ispat Limited, incorporated under Companies Act, 1956 and having its registered Office at Village Borjhara, Urla Guma Road, Urla Grotwh Center, Raipur 493221 (C.G.) (hereinafter referred to as "**the Party of the second part**") which expression shall unless repugnant to the context or contrary thereof, be deemed to mean and includes its successors in business and assigns) of the OTHER PART.

AND WHEREAS the FIRST PART has agreed to provide advertising and allied services to the company on the terms and conditions hereinafter mentioned.

WHEREAS the party of the SECOND PART has been engaged in manufacturing of structural, re-rolled products such as angles, channels, beam/joist, flat, rounds etc. and desirous to take the services of an advertisement for the purpose of advertisement of their products in India and abroad.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The FIRST PARTY agrees to provide advertising and allied services to SECOND PARTY.
2. The FIRST PARTY shall submit the estimate of cost and method and period of the advertisement and allied service to the SECOND PARTY and after the said estimate and methods of advertisements is approved by the SECOND PARTY in writing, the advertisements will be released to the concerned newspapers, magazines, television center, etc.
3. The FIRST PARTY shall be responsible for preparing all the material for advertising, publicity including art work, photography, cinematography, documentary films, drawing, engraving, advertising writing, preparation of video films for T.V. advertisements and video magazines and if the said works are got done by the FIRST PARTY at its own office with the help of its employees, the SECOND PARTY shall pay for the same at the market rates and settled between the parties. If the said works are got done through outside agencies, the SECOND PARTY shall pay all expenses incurred by the FIRST PARTY for getting the work done through outside agencies.
4. The FIRST PARTY will be responsible for advertising the said products in India and other countries of the world, wherever required, the said products are exported or the company proposes to export its products.
5. The FIRST PARTY shall observe the laws applicable and the rules or code of conduct of advertisers associations, association of newspapers or rules prescribed by television and radio.
6. The FIRST PARTY will not infringe any copyright of any person/company while displaying or publishing any advertisement of the company.
7. The SECOND PARTY shall indemnify and keep indemnified the FIRST PARTY against any loss, claims, demands, actions, proceedings, losses, damages, costs, charges and expenses which may be made or brought or commenced against the FIRST PARTY or the publication of any advertisement of the SECOND PARTY, which has been prepared on the basis of the material furnished by the SECOND PARTY.
8. This agreement shall be for a period of Five year from the date of these presents. However, any party may terminate this agreement before the period of one year by giving two months notice in advance to the other party. In case the FIRST PARTY commits a breach of any covenant herein contained, the SECOND PARTY is entitled to terminate the agreement by giving one week's notice.
9. On the termination of the agreement, all the advertisement material in the possession of the FIRST PARTY will be returned to the SECOND PARTY forthwith and will not be used by the FIRST PARTY for any other purpose or persons.
10. Fees to be charged for the services rendered by the FIRST PARTY to the SECOND PARTY shall be fixed mutually by the parties to this Agreement during the term of the Agreement. The FIRST PARTY shall also charge service tax on their bills at the rates applicable from time to time.
12. The SECOND PARTY shall Endeavour to keep the FIRST PARTY with sufficient funds to pay the expected charges for advertisement.

13. In the event of any dispute or difference arising at any time between the parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the parties hereto the same shall first be negotiated in good faith by discussions between parties and if still not thereby resolved shall be referred to arbitration in terms of the Arbitration and Conciliation Act 1996. The venue of arbitration proceedings shall be Raipur.

SIGNED

For and on behalf of S.B. MULTIMEDIA PRIVATE LIMITED

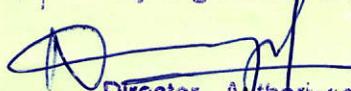
S.B. Multimedia Private Limited


Director / Authorised Signatory

URESH GOEL
DIRECTOR

For and on behalf of SHRI BAJRANG POWER AND ISPAT LIMITED

For, Shri Bajrang Power & Ispat Ltd.


Director / Authorised Signatory

NARENDRA GOEL
DIRECTOR