



महाराष्ट्र MAHARASHTRA

Central Stamp Office Mumbai
L. S. V. No. 840
= 4 SEP 2010
Proper Officer
HRI. K. R. MADGE

दस्तावेज नं. १
श्री श्री कर्म वर अरविप्रकाश पेदेमोहितर मेमोरियल
ज्येष्ठ एम. ए. सुबोधनर. गणेश क. ए. ए.
दिनांक
मार्ग श्री
कांग्रस्यपुस्तक सुबोधनर. विमलता

Mithu Chakraborty

DK 178159

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9 SEP 2010

AGREEMENT

THIS AGREEMENT is made on this 9th day of September, 2010 at **KOLKATA**

BETWEEN

M/s. ANKIT METAL & POWER LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 35, Chittaranjan Avenue, Kolkata - 700 012 and represented by Mr., hereinafter referred to as "**AMPL**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **FIRST PART**

For Ankit Metal & Power Ltd.
Rohit Palani
Director

AND

MR. MITHUN CHAKRABORTY, son of Sri Basanta Chakraborty, aged about 60 years, by occupation – actor, permanently residing at Mimoh Cottage, Bhati Village, Madh Marve Road, NR Erangal, Madh Island, Mumbai – 400 061, hereinafter referred to as "**MITHUN**" of the **OTHER PART**.

WHEREAS AMPL is engaged in the business of manufacture and supply of sponge iron, billets and TMT Bars (hereinafter referred to as the "Products") and is desirous of hiring/engaging the services of MITHUN.

AND WHEREAS MITHUN, an actor of repute, has himself agreed to provide his services to promote the sales and marketing of the said Products of and under the different brands of AMPL.

AND WHEREAS the promotion of the products may be through mass media advertising and promotional activities including, but without limitation, television, radio and press commercials subject to the time limitation contained/prescribed herein under.

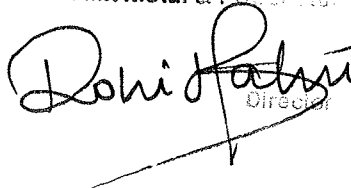
AND WHEREAS MITHUN has agreed to provide his services to AMPL and has further agreed to execute these presents subject to the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. COMMECEMENT AND TENURE:



For Ankit Metal & Power Ltd.



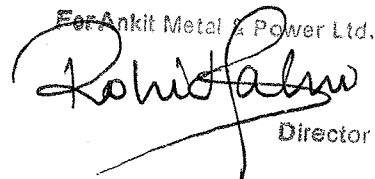
Director

- (a) This agreement is being entered into by the parties on the day, month and year first above written and shall continue and/or shall be in force for a period of 2(TWO) years from the date hereof with a grace period of 3(three) months;
- (b) On the expiry of the agreed period of 2(TWO) years including the grace period of 3(three) months as mentioned herein above, this agreement shall stand terminated and/or cancelled unless further extended by mutual consent.
- (c) The parties shall be at liberty to extend the tenure/period of this agreement, if agreed upon, for such period and on such terms and conditions as may be mutually agreed upon by the parties.

2. SCOPE OF SERVICES:

- (a) During the tenure of this agreement, MITHUN shall within the period of 2(TWO) years with a grace period of 3(three)months, make himself available to model for and act in promotional films, still shoots and POP materials as may be determined by AMPL, with 6(SIX) days each year to promote the products of AMPL;
- (b) MITHUN shall make himself available for the purposes of rendering the services and performing all the obligations mentioned in this agreement, subject to any other pre-existing professional commitments of MITHUN.
- (c) MITHUN is under no obligation to guarantee and/or cause to be a guarantor before any party with respect to the quality and performance standards of the products of AMPL.



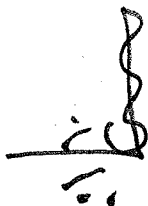
For Ankit Metal & Power Ltd.

Director

- (d) MITHUN further covenants, agrees, confirms and undertakes, in the best interest of AMPL, that he shall not endorse or undertake to promote any other product identical and/or similar to that of AMPL being manufactured and/or marketed by any other company/firm/individual in competition with AMPL during the continuation and/or existence of this agreement.

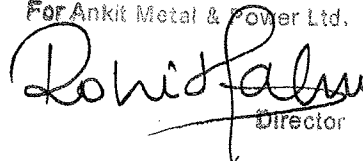
3. TERMS:

For the purpose of effective rendering of services and promotion of AMPL's products, MITHUN shall make himself available during the agreed period of 2(TWO) years, referred to in this agreements, as under:

- (a) for 6(SIX) full days every year for the purposes of producing audiovisual, television commercials, edits, appearances, road shows and press materials thereof for the products of AMPL. However, such days may not necessarily be consecutive days for such activity;
- (b) the details of each promotion campaign shall be mutually decided upon by the Parties in advance, subject to any pre-existing professional commitments of MITHUN.
- (c) For further clarification and removal of doubts, it is emphasized that the days of availability of MITHUN shall be exclusive of travel time, and one full day's shooting shall mean 8(eight) hours at the destination city/location where the shooting shall take place, i.e. from the time of arrival to the place of shooting till the time of departure.



For Ankit Metal & Power Ltd.



Director

4. BEST EFFORTS:

- (a) MITHUN understands that the intent of these presents is to promote, sales and marketing of the products of AMPL as well as to enhance the goodwill enjoyed by AMPL in the market in respect of its products. In furtherance of this intention, MITHUN shall take all endeavors to contribute his best efforts and co-operate in every way with AMPL. In all public appearances, MITHUN shall use his judgment in choice of language and general demeanor to create an atmosphere which would be conducive to the promotional efforts of AMPL.
- (b) MITHUN shall render his services required to the best of his professional skill and ability and in the manner required by AMPL to the intent that MITHUN is performing a major role and a significant contribution in the promotion of sales and marketing of the products as also betterment/upliftment of the image and goodwill of AMPL as also its products.

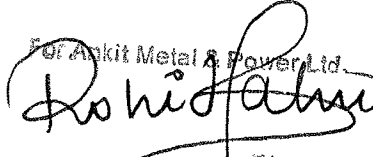
5. EXPENSES:

AMPL shall arrange for all costs including local conveyance, ground travel, air tickets boarding and lodging of MITHUN as well as two of his assistants during the course of the promotional campaigns outside Mumbai. All the air travel of MITHUN shall be by business class. Boarding and lodging of MITHUN shall be at five star hotels wherever available. Costumes and accessories for MITHUN shall be provided by a designer of his choice.

6. PROMOTIONAL MATERIALS:

- (a) AMPL, during the tenure/term of this agreement, shall be entitled to use, however, without any limitation, the name and photograph of MITHUN and the promotional and



For Ankit Metal & Power Ltd.

Director