

Retainership Agreement

(Terms & Conditions)

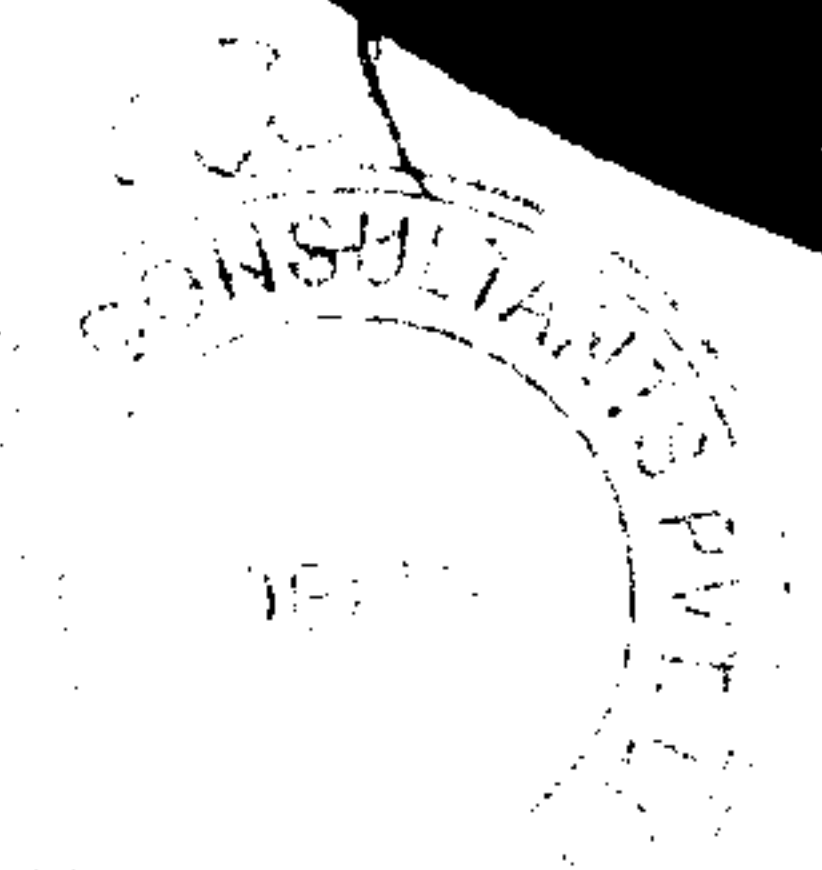
This Retainership Agreement (hereinafter '**Agreement**') is entered into on 17th December 2018, between, **Ansal Buildwell Limited**, having its registered office situated at 118, UFF, Prakash Deep Building, 7 Tolstoy Marg, New Delhi 110001 (hereinafter referred to as '**Client**')

AND


Communion Consultants Private Limited, a Company incorporated pursuant to the provisions of Companies Act, 1956, having its registered office situated (hereinafter referred to as '**Advisor**') at 173, Samachar Apartments, Mayapuri Vihar, Phase-1 Extn, Delhi 110091.

The Client and Advisor are individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

1. The Client has agreed to engage the Advisor to provide Public Relation services specifically for its projects in Haryana for the period of 06 months from December 17th, 2018 and to be a PR Counsel to the Client.
2. This Agreement will entail the following for the Client:
 - a. Counsel and consultancy to the Client in the areas of PR, which include conceptualization and implementation of PR strategy, Effective media coordination, Communication planning in alignment with marketing strategy at corporate and project level, Content creation and Press event arrangements, etc.
 - b. Media Coverage of PR activities and handling of sensitive issues concerning media to build/maintain the positive image.
 - c. Monitoring of news coverage relevant to the client business covered in the scanning and clipping of news coverage.
 - d. Planning and overseeing implementation of PR exercise and development during of this Agreement.
 - e. The Advisor on its part will maintain confidentiality on any information given by the Client to the Advisor in the course of its interaction/association with any third party, except where specifically authorized by the Client to perform its services under the Agreement.



- f. The Advisor understands and agrees that no communication shall be released for publication in any media without the prior written consent of the Client.
3. The retainership fee for the aforesaid services would be Rs. 60, 000/- (Rupees Sixty Thousand Only) per month, for the period of 06 months. The retainership fee would be charged in advance. Post the successful completion of 06 months, Client will increase the retainership fee to a mutually agreed amount and at its sole discretion extend the contract for the next 12 months. Any Tax shall be paid as per applicable rates by the Client (Taxes are subject to govt. regulations). The Advisor will take Client's written approval before incurring any third party expenses.
 4. Any press related event apart from Delhi & Haryana, where travel and involvement of the Advisor's team and its associate is involved, would be charged extra for the monthly retainership fee. The Advisor will take prior written approval on the cost involved in such events and reimbursement shall be disbursed within a period of 07 days from the date of submission of bills in this connection.
 5. Any work involving production/sourcing of materials and supervision to implement counselling will be billed to the Client separately subject to prior approval of the Client.
 6. The debit notes for out-of-pocket expenses (if any with client's approval) will be sent to the Client within Seven (7) days of the end of the billing cycle along with bills/invoices for the same. The Client shall pay the said expenses within 10 days from the date of receipt of the debit note, subject to the approval of the same by the Client.
 7. At the request and subsequent approval of the Client for any jobs undertaken by third-party suppliers or travelling involved or at the time of Crisis Management, the Client will advance funds, when appropriate, to the Advisor for payment fail to this Client is solely responsible for any media news which will affect the Client.
 8. After completion of 90 days' tenure, Either Party can terminate this Agreement prior to the period agreed hereinabove by serving Thirty (30) days' notice in writing to the other Party with or without assigning reason thereto or fee in lieu thereof.
 9. Neither Party hereto shall be considered to be in breach of or default of its duties or obligations hereunder if such default is caused by an act of God, war, civil unrest, strike, lockout or any other force majeure event.
 10. Each Party hereby agrees to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates - from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages that have arisen from claims resulting from or relating to or arising out of or in connection with any failure on the part of the other Party to discharge its liabilities and/or obligations under this Agreement and any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the other Party,

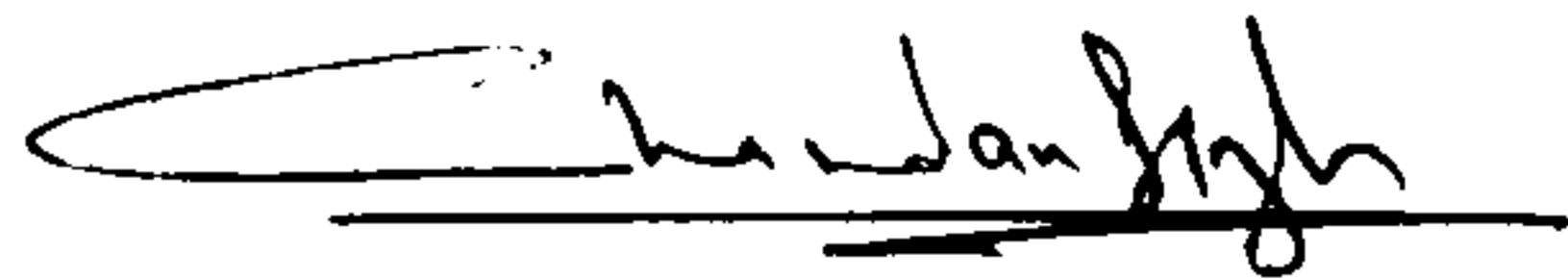
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as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

11. None of the terms of this Agreement may be varied or supplemented at any time except by way of a written amendment duly executed by both Parties
12. That all disputes or differences arising between the Parties under or in relation to this Retainership Agreement shall be resolved by reference to Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed with mutual consent of both the parties. The venue of arbitration shall be New Delhi only.
13. All approvals, consents and notices hereunder to be given or served hereunder by either Party hereto to the other shall be deemed to have been duly given or served if the same shall have been delivered to, left for, or sent by airmail registered post by either Party to the other at their registered office address.

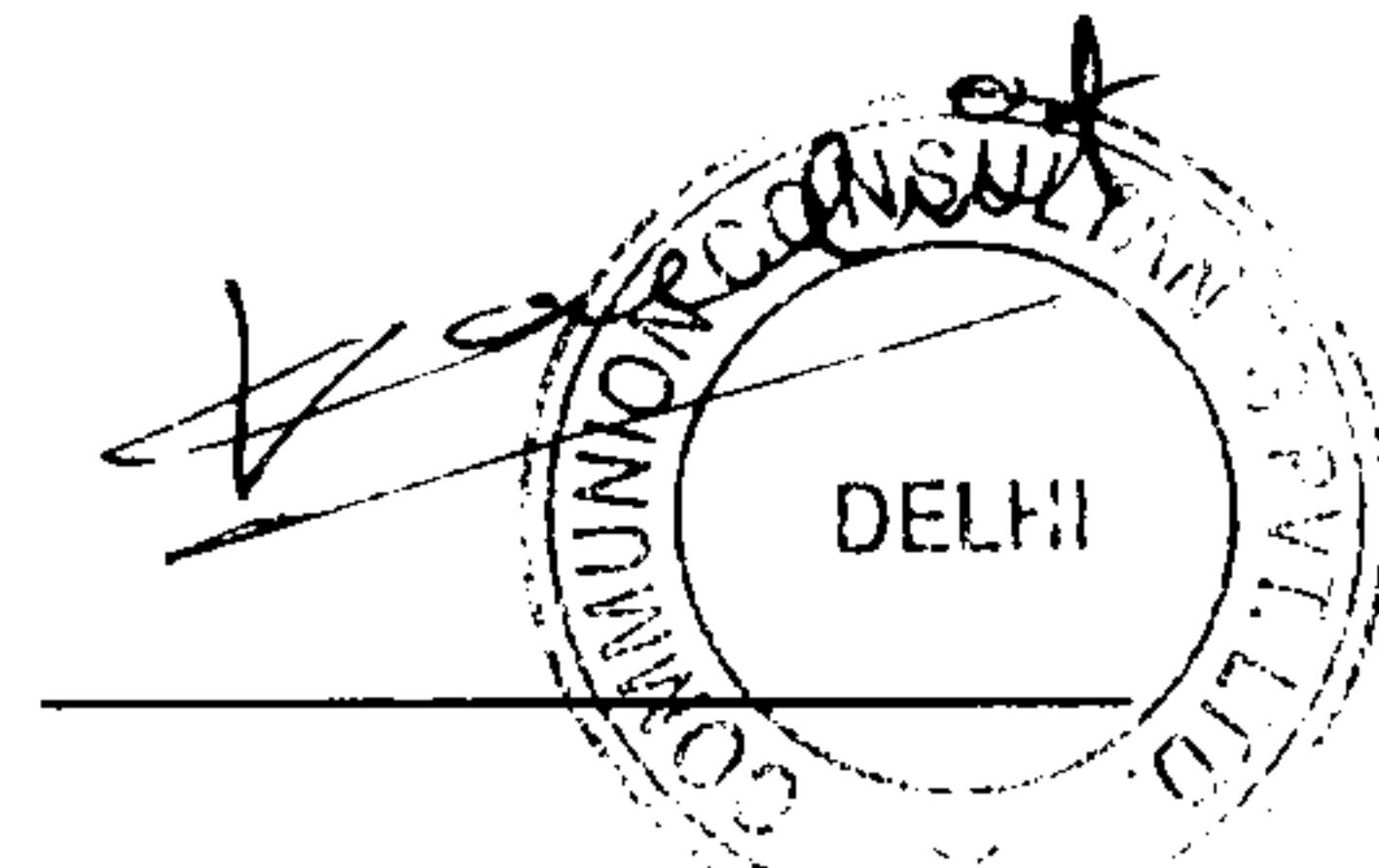
IN WITNESS WHEREOF the Parties hereto have executed these presents on the day, month and year first hereinabove written.

For Ansal Buildwell Ltd.



Authorized Signatory

For Communion Consultants Pvt Ltd



Authorized Signatory

Witnesses:

1.

2.