

Authorised Signatory

D-5157(V)/C-1093(W)/15779/15

THE DECCAN MERCHANT CO-OP BANK LTD.  
DADAR BR. JITSHELLA BUILDING, FIRST FLOOR  
DANAUDE ROAD, DADAR (WEST)  
MUMBAI - 400 028

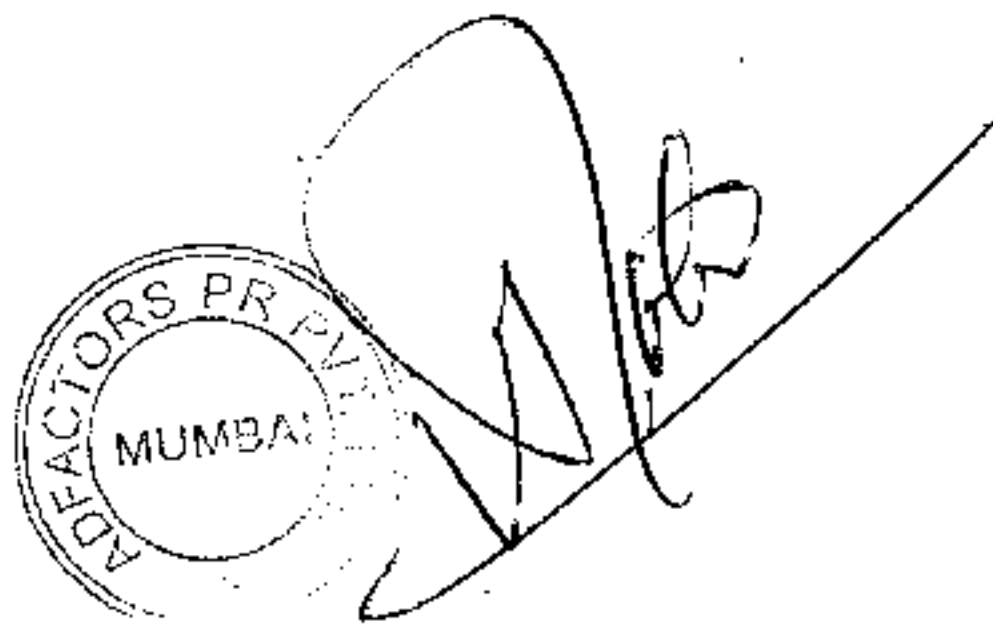

**AGREEMENT**



THIS SERVICE PROVIDER AGREEMENT (hereinafter referred to as the "Agreement" which term will include the recitals, annexure and schedules to this Agreement) made at Mumbai on the 1<sup>st</sup> day of January 2017 and entered into:

**BY AND BETWEEN:**

**Adfactors PR Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at City Hall, Oasis Complex, Kamala Mills Compound, Pandurang Budhkar Marg, Lower Parel (West), Mumbai 400013 (hereinafter referred to as the "**Adfactors PR**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the ONE PART,

**AND**

  
  
INDIA  
STAMP DUTY MAHARASHTRA  
17084  
160286  
90000100/- PB6584  
NOV 24 2016  
17:27

**Dwarikesh Sugar Industries Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at **Dwarikesh Nagar, District - Bijnor, Uttar Pardesh - 246762** (hereinafter referred to as the "**Client**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the OTHER PART.

**Adfactors PR** and the **Client** shall also hereinafter be jointly referred to as the "**Parties**" and severally as the "**Party**".

**WHEREAS:**

1. The Client has approached Adfactors PR to provide Public Relations services and Adfactors PR has agreed to provide the same.
2. The Parties hereto have agreed to *inter-alia* record the terms and conditions mutually agreed upon between them as appearing hereinafter.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**I. OBJECTIVES & SCOPE OF SERVICES:**

As per Annexure I

**II. SERVICING TEAM:**

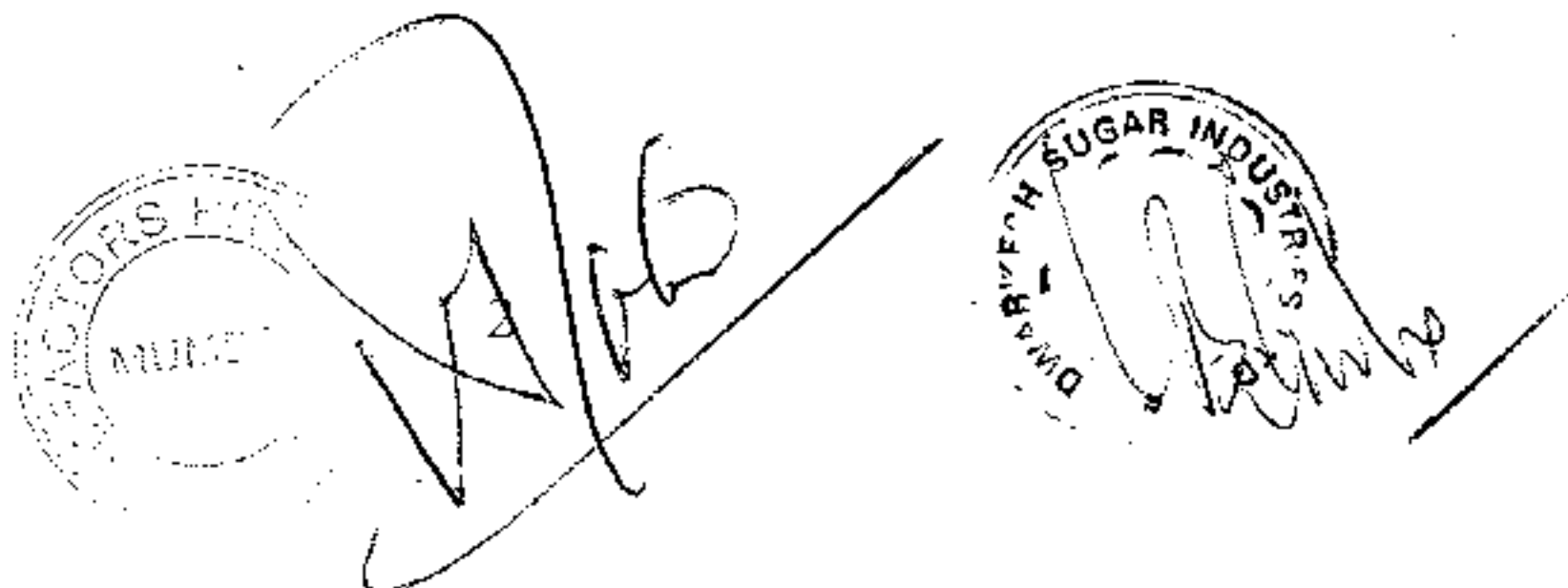
A team from the relevant Group from Adfactors PR, Mumbai will service the Client. The team will be supported by the branch network and representatives of the markets covered under this Agreement

**III. MARKETS COVERED:**

The Agreement covers the services to be provided in the cities of Mumbai, Delhi NCR, Lucknow, Pune, Ahmedabad, Kolkata, Chandigarh, Chennai, Bengaluru, Hyderabad and Jaipur. Activities at locations not covered in the Agreement would be chargeable as prescribed in the Annexure II.

**IV. COMMERCIAL TERMS:**

1. For the scope of the services specified in the Agreement, a monthly retainer fee of Rs.1.50 Lakh (Rupees One Lakh Fifty Thousand) shall be payable to 'Adfactors PR Pvt. Ltd.'.
2. The following costs will be charged at actuals:
  - i. Postage/courier, photocopying, ISDs, car hire, cost of media interactions etc
  - ii. Translation of press releases and media coverage into different languages as required
  - iii. Cost of electronic media monitoring and providing CDs of the coverage
  - iv. Outstation travel expenses including lodging & boarding and other incidental expenses
  - v. Design and printing of stationery and publications – like printing of newsletter, press kits etc.



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- vi. Cost of venue and F&B charges for analyst meets/ facility visits/ press meets/ conferences as also cost of backdrop/ banners/ AVs or equipment hiring, video conferencing, webcasting, transcription etc.
- vii. Arranging and commissioning special projects like market research or organising seminars, conferences or trade workshops or any third party expenses
- viii. Any other ancillary and incidental third party expenses incurred by Adfactors PR on behalf of the Client

The expenses mentioned in 'iv' to 'viii' above will be incurred with the prior approval of the Client.

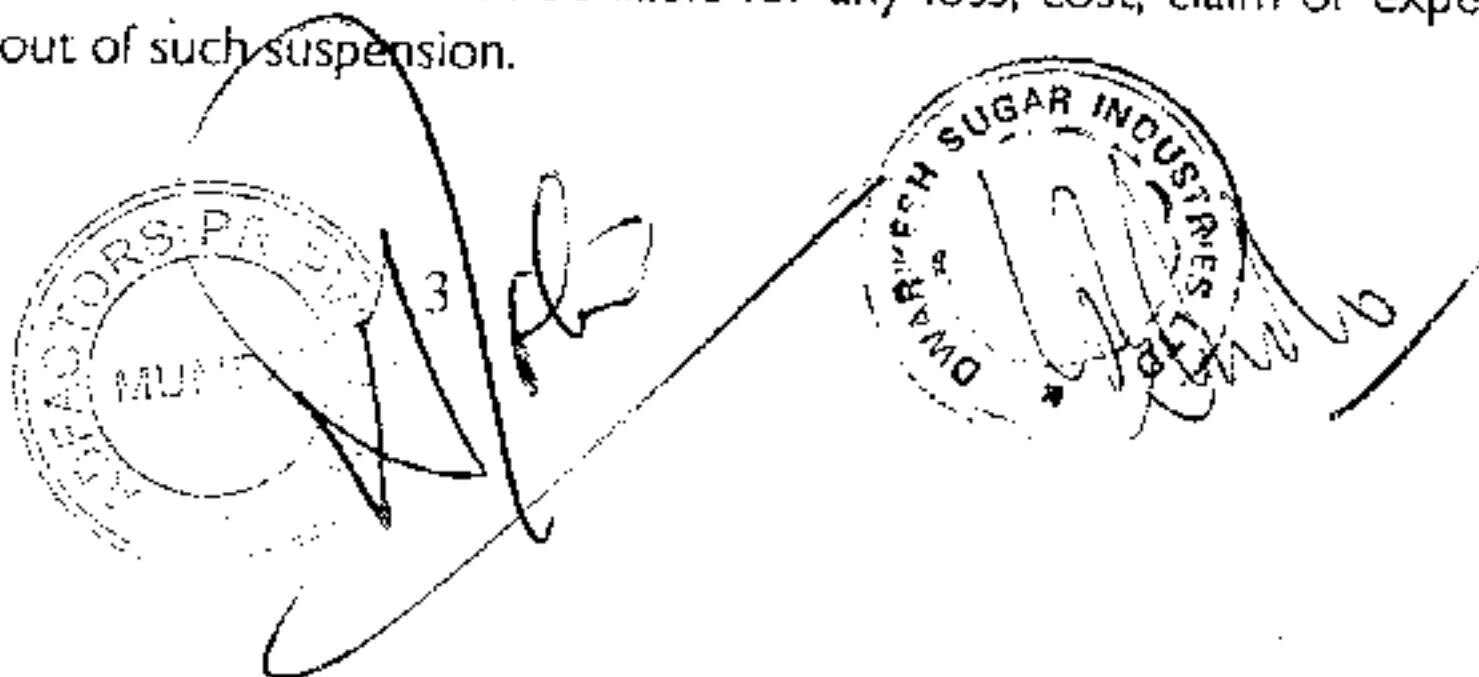
3. Any advertisement releases/ printing or production jobs assigned to Adfactors PR or its sister concern Adfactors Advertising will be charged based on tariffs / negotiated rates..
4. Invoices will be submitted at the beginning of the month. The fees are payable within 7 days of the submission of the invoice.
5. Service Tax and other applicable taxes, if any, will be charged separately in addition to the above mentioned fees and expenses.
6. Interest at the rate of 18 percent per annum will be charged on the amount due for more than 30 days from the date of invoice.
7. The retainer fee does not include the following additional services:
  - Special Corporate Social Responsibility projects
  - Design and implementation of specific events, road-shows, etc
  - Organizing non-media events, seminars and conferences
  - Crisis preparedness workshop
  - Prolonged crisis projects which requires Directors or crisis specialist consultants time
  - Internal communications programmes
  - Market research and intelligence services
  - Digital media projects
  - Other services and locations not covered in the scope of the AgreementThese additional services shall be charged separately at the rates mutually agreed upon.

#### V. TERM OF AGREEMENT:

The Agreement shall come into force on and from 1st day of January 2017 (Effective Date) and shall continue to be in force unless terminated as per clause VI of this Agreement.

#### VI. TERMINATION:

Either Party shall have the right to terminate this Agreement by giving the other Party prior notice of 1 (one) months in writing. In case of termination of the Agreement, all the unfinished jobs / assignments which have reached a material stage shall be completed by Adfactors PR as may be mutually decided. Payments for such jobs / assignments shall be made by the Client as per the Agreement and as may be mutually decided upon. However, in case of non-payment of outstanding dues for more than 60 days, Adfactors PR reserves the right of suspension of work, without any notice to the client. Any such suspension will not absolve the Client from any outstanding / liability under this agreement and Adfactors PR will not be liable for any loss, cost, claim or expenses of whatsoever nature arises out of such suspension.



The image shows two circular stamps and handwritten signatures. The stamp on the left is for 'ADFATORS PR' with 'MUMBAI' written below it. The stamp on the right is for 'OMKAR SINGH SUGAR INDUSTRIES'. Both stamps have handwritten signatures over them. A large handwritten signature is also present in the center, overlapping both stamps.

## VII. CONFIDENTIALITY:

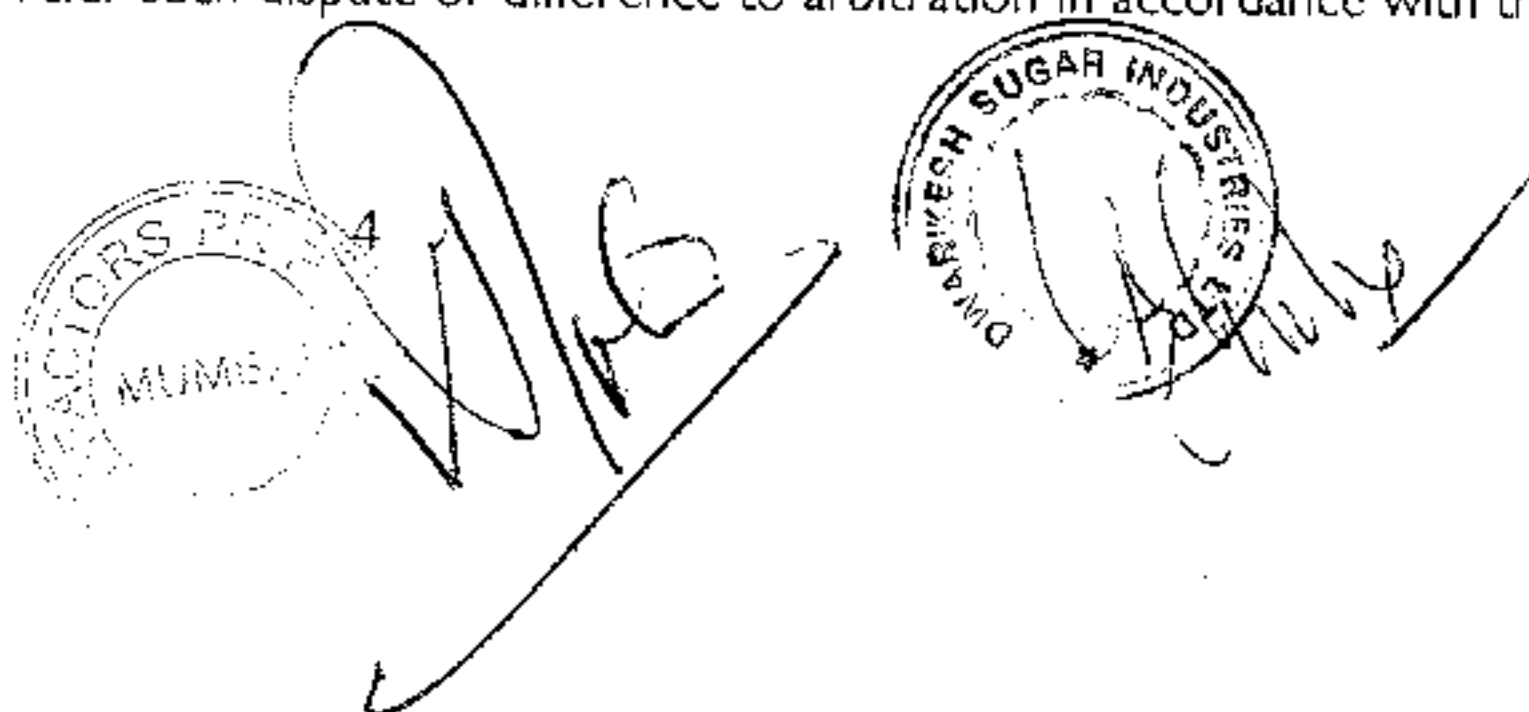
1. The Parties shall maintain utmost confidentiality of any business, technical or financial information that is conveyed or provided in relation to this Agreement and at the time of disclosure, designated in writing as confidential (hereinafter the "Confidential Information").
2. Adfactors PR shall not be liable for disclosure or use of any Confidential Information if the same is:
  - in the public domain
  - rightfully received from a third party without any obligation of confidentiality
  - rightfully known to it without any limitation on use or disclosure prior to its receipt from the Client
  - independently developed by Adfactors PR
  - generally made available to third parties without any restriction on disclosure, or
  - communicated in response to a valid order by a court or required by any governmental body or regulatory / legal authority

## VIII. INDEMNITY:

1. In case of breach of any of the terms and conditions mentioned in the Agreement, Adfactors PR shall, at its own cost and expense, indemnify, defend and hold the Client, its directors, management or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of such breach.
2. The maximum aggregate liability of Adfactors PR together with its sister concerns, directors, employee, associates or contractor under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of fees paid by the Client to Adfactors PR under this Agreement or 12 months' retainer fees, whichever is less.
3. The Client shall at its own cost and expense, indemnify, defend and hold the Adfactors PR, its directors, employee, associates, sister concerns or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against Adfactors PR, due to any materials or publicity prepared for the Client which was either approved by the Client or was based on materials, ideas or directions provided by the Client or any of its personnel/ agents/ sub-contractors.

## IX. SETTLEMENT OF DISPUTES:

The provisions of this Agreement shall be governed by and construed in accordance with Indian law. In the event of any disputes/ differences between the Parties hereto, whether before or after the termination of this Agreement, regarding the interpretation of any provision of this Agreement or regarding any claim of one Party against the other or regarding any other matter arising out of this Agreement, the Parties shall promptly and in good faith endeavor to settle the matter by mutual conciliation. In case no amicable resolution is reached within a period of 30 (thirty) days, or within such extended period as the Parties may agree upon, from the date on which the dispute or difference arose, a Party may refer such dispute or difference to arbitration in accordance with the

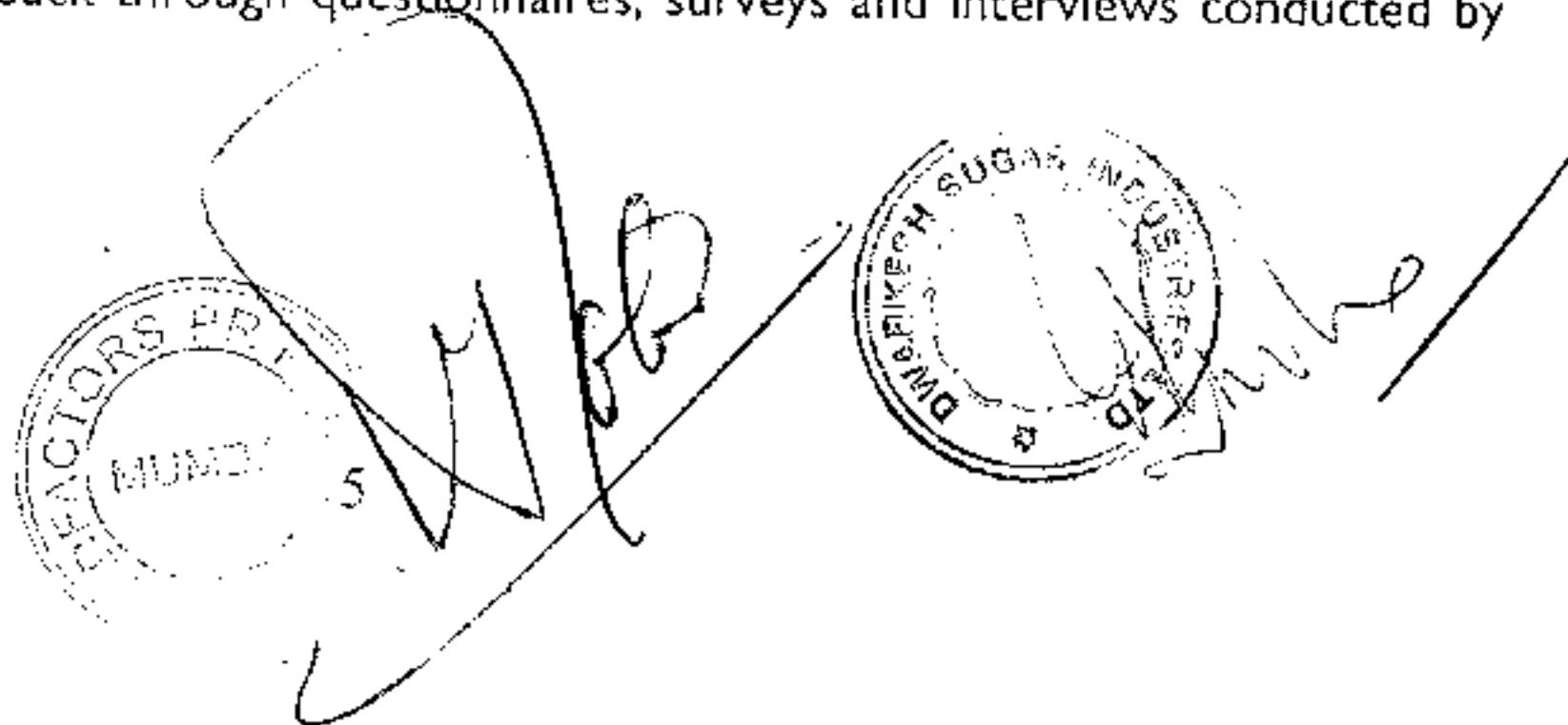


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provisions of the Arbitration and Conciliation Act, 1996. The sole arbitrator would be appointed by both the Parties jointly. The place of arbitration shall be Mumbai, India and the language shall be English. The rights and obligations of the Parties under, or pursuant to, this Agreement, including the arbitration clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

#### **X. MISCELLANEOUS:**

1. The Parties represent that they have taken all necessary corporate action to authorise the execution and consummation of this Agreement and have the requisite and proper authorisation to execute this Agreement. They undertake to furnish satisfactory evidence of the same upon request.
2. In the performance of this Agreement, both Parties are acting on principal to principal basis, independent of each other. None of the employee, officials, agents or assigns of a Party can be treated as agent of the other Party and in no case can bind the other Party by its representations and acts.
3. If any provision/s of this Agreement is held to be prohibited by or invalidated under the applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
4. Failure to exercise part of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.
5. This Agreement shall be executed in duplicate and both copies should be treated as original for all purposes.
6. This Agreement is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the power in the Agreement, such as civil commotion, riots, strike, lockouts and acts of God etc.
7. Each Party hereby covenants that during the term of this Agreement and for a period of two years following its termination or expiration, it shall not, without the previous written consent of the other Party, employ or contract the services of any person who was employed or contracted by the other Party.
8. The Client agrees to the following, as part of the obligation to this Agreement:
  - to give clear direction and information to Adfactors PR on activities, materials, plans and research reports
  - to give access to and availability of the top management for direction, spokesman-ship and performance reviews with prior appointment, preferably in writing.
  - to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.
  - to provide its feedback through questionnaires, surveys and interviews conducted by Adfactors PR.



The image shows two circular stamps and two handwritten signatures. The stamp on the left is for 'ADFATORS PR' with 'MUMBAI' in the center. The stamp on the right is for 'DMK SUGAR INDUSTRIES' with 'MUMBAI' in the center. The signatures are written in black ink over the stamps.

9. In case any notice is required to be given for the purposes of this Agreement, the same shall be given by personal delivery or by Speed Post / Registered Post A.D. and shall be addressed as follows:

In case of Adfactors PR, to:  
 The Managing Director  
 Adfactors PR Private Limited  
 City Hall, Oasis Complex  
 Kamala Mills Compound  
 Pandurang Budhkar Marg  
 Lower Parel (West), Mumbai 400013

In case of the Client, to:  
 Whole Time Director & CFO  
 Dwarikesh Sugar Industries Limited  
 511, Maker Chambers V,  
 221, Nariman Point  
 Mumbai - 400021

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed and Delivered by, for and on behalf of 'Adfactors PR Private Limited' by the hands of its Authorized Signatory, Madan Bahal, Managing Director

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text 'ADFATORS PR PRIVATE LIMITED' around the perimeter and 'MUMBAI' in the center.

Witness:  
 Name and Signature:

Signed and Delivered by, for and on behalf of 'Dwarikesh Sugar Industries Limited' by the hands of its Authorized Signatory, Shri Vijay S Banka ,Whole Time Director & CFO

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text 'DWARIKESH SUGAR INDUSTRIES LTD' around the perimeter.

Witness:  
 Name & Signature

## Annexure I Objectives & Scope of Services

### Objectives:

The Communication program will strive to achieve the following objectives:

- Position the company as India's leading integrated conglomerate in sugar and allied products sector
- Communicate the company's growth plans and modernization efforts
- Communicate about the company's growth drivers and strategic developments
- Profile Senior Management as thought leader in the sector
- Showcase the company's State-of-the-art manufacturing facilities
- Help the management in communicating with existing and potential investors on a regular basis
- Improve analysts tracking interest and generate research reports

### Scope of Services

#### a) Induction and Communication Audit

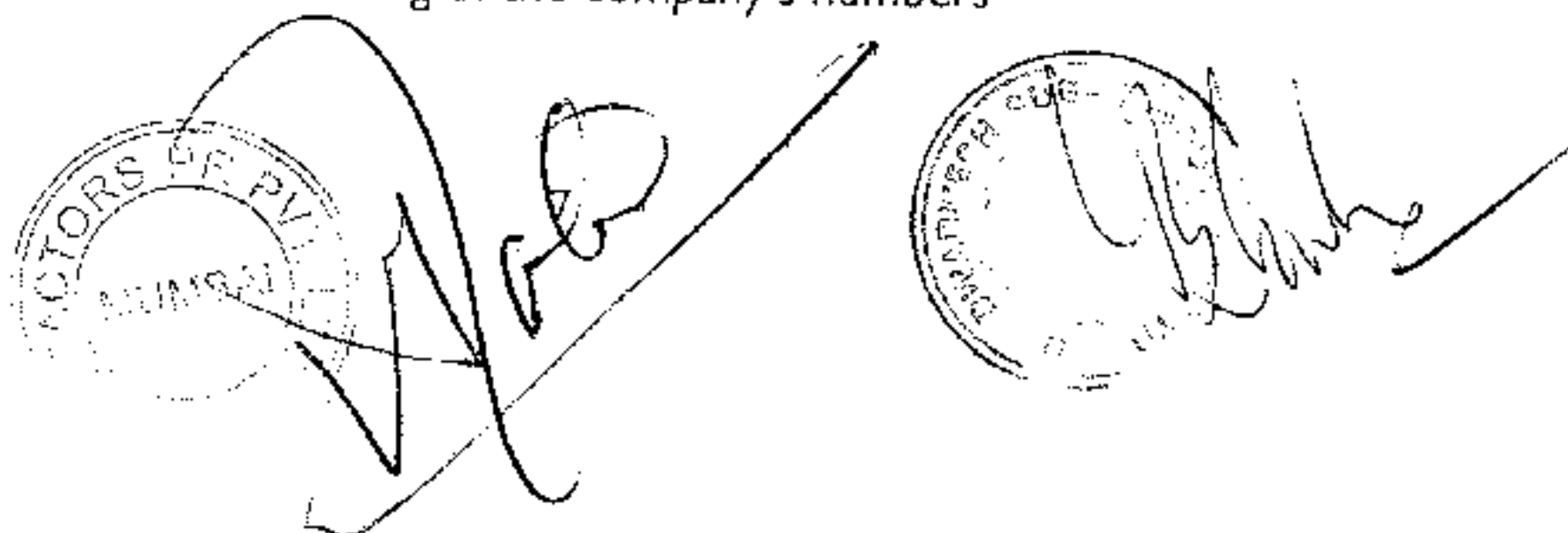
- Understand thoroughly Dwarikesh Sugar Industries Limited's business and the industry, key growth drivers, competition, business challenges, etc
- Meet senior management to understand different aspects of the business and establish communication priorities
- Understand the company's current communication practices and its relationships with media and the financial community
- Perception research among media and financial community to gauge current perception about the company and draw a communication roadmap
- Media and Investor Relations orientation presentations to the senior management
- Media training programme for the company's designated spokespersons
- Perception research among analyst community to gauge current perception about the company and draw a communication roadmap

#### b) Opportunity Analysis and Consultancy

- Conduct ongoing research and analysis, both internally and externally, to identify communication opportunities and issues.
- Develop PR and IR programs consistent with business plans to enhance the corporate image of the company among all key constituencies

#### c) Media Relations

- Arrange interaction with key verticals/unit heads with media
- Organize plant/site visit for financial media/analysts for better understanding of process and operations of the company
- Profile the company in relevant media through different formats like management interaction, Press Release announcement etc.
- Pitch for high impact standalone stories on the company
- Conduct a media familiarisation event in Mumbai or Delhi post annual result for creating awareness and better understanding of the company's numbers



- Communicate how the Central Government's recent slew of measures to nurse the Indian sugar industry will help the company and the sector
- Communicate about the company's continued excellence performance and high recoveries among the financial media
- Drafting press release for dissemination among relevant media on day of announcement of financial result or happening of any major event
- Create some visibility around the company's modernization efforts: technology up-gradation and debottlenecking, etc. that will result in further improvement of efficiencies and plant utilization
- Create visibility among financial community through high impact stories across all media medium like print, electronic, wire agencies and news portals
- Communicate about the company's growth drivers like capacity expansion of value added products
- Showcase the company's State-of-the-art manufacturing facilities through media plant visits
- Personal profiling of the promoters in print and electronic media
- Create considerable impact in the industry by being part of industry stories
- Bringing opportunities for participation in topical developments relevant to the company
- Exploring opportunities for participation in industry stories
- Reach out beat journalists tracking sugar industry and arrange regular interactions with them
- Create a communication calendar based on known internal and external communication opportunities
- Assist in developing all editorial communications to be disseminated to the media including information kits, press releases, backgrounders, features, etc.
- Assist in managing all media events like press conferences, select briefings and one-on-one meetings
- Assist in disseminating editorial information in relevant geographies through press releases, etc.
- Continuously monitor the media for placing PR messages in industry stories.
- Conduct a monthly analysis with company officials from various departments to identify topical communication issues and opportunities.

#### d) Analytical Reporting

- Provide all media coverage and research reports related to the company. The coverage will be monitored from key metros/markets covered.
- Provide daily report on movement of share price, bulk deals or block deals in company's listed securities
- Share publicly available details of happening of events in peer group companies

#### e) Investor Relations

- Arrange interaction with key verticals/unit heads with analysts
- Organize plant/site visit for analysts for better understanding of process and operations of the company
- Drafting press release and investor update for dissemination among analysts on day of announcement of financial result or happening of any major event
- Identify the relevant organizations and individuals in the financial community with an interest in the company and the sector.
- Build, maintain and continuously update these lists.

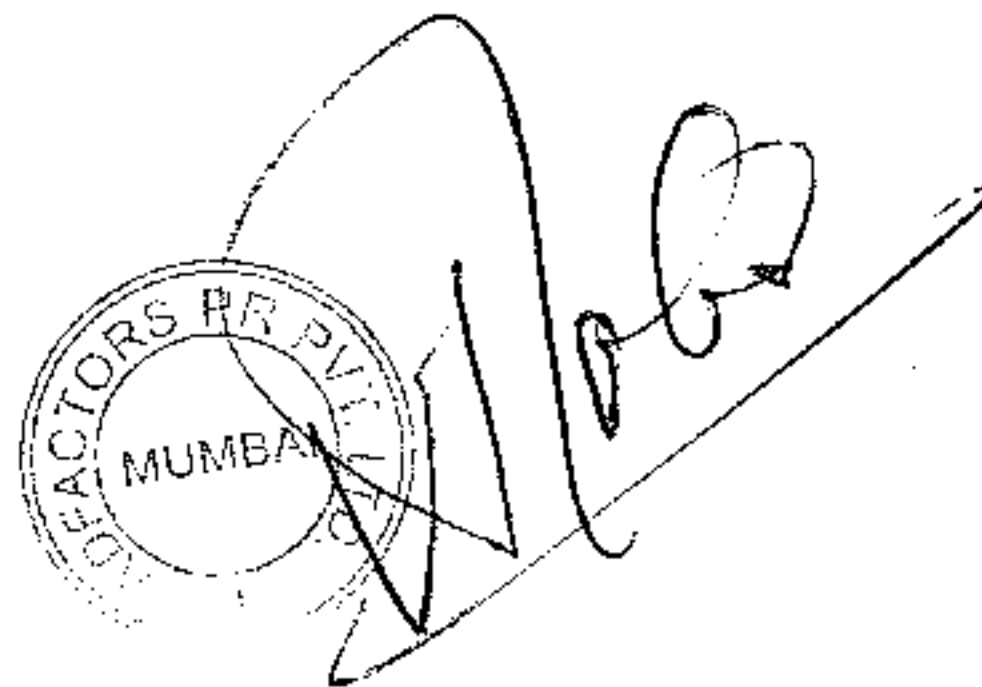
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- Assist the Company in managing relationships with these individuals and organizations by arranging one-to-one meetings with them.
- Assist the Company in preparing all communication material to be issued to the analysts.
- Suggest the structure and key metrics for the earnings release
- Suggest structure and prepare corporate presentation and investor update
- Disseminate all communiqués directly to analysts and investors
- Arrange interactions with analysts tracking the sector
- Ensure participation in road shows with investors from mutual funds, FIs, PMS, Insurance companies etc.
- Organise plant visits for analysts
- Anticipate investors' reactions on key corporate initiatives/developments so that effective messages can be developed
- Help develop investor presentations for analyst meets
- Organise conference calls at the end of Q1, Q2, Q3 and analyst meet in Mumbai at the end of the year
- Obtain expectations of analysts pre results
- Post results get feedback from analysts so as to gauge reactions of analysts on quarterly and annual results
- Analysis of movement of shareholding pattern, share price, volumes and block deals at definite intervals
- Post results comparative study with peer group

#### f) Reporting and Evaluation

- Provide a monthly report of all PR and IR activities conducted and the results.

<b>Annexure II</b>	
<b>Billing Information (to be filled by the Client)</b>	
Name of the Company/Firm/Organisation	Dwarikesh Sugar Industries Limited
Registration No.	LI542IUPI993PLC018642
PAN No.	AABCD8192N
TAN No.	MUMD04211E
Name and designation of person, to whom Invoices needs to be addressed	Shri Vijay S Banka ,Whole Time Director & CFO
Billing Address	511, Maker Chambers V
	221
	Nariman Point
	Mumbai - 400021
<b>Contacts for communications regarding billing / payments / outstanding / TDS etc.</b>	
1. Name	Same as above
Designation	
Phone (Board) + Extension	
Phone (Direct)	
Fax	
Mobile	
Email	
2. Name	
Designation	
Phone (Board) + Extension	
Phone (Direct)	
Fax	
Mobile	
Email	

