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27 JUL 2011

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दि. महाराष्ट्र मंत्रालय अन्तर्गत अलाईट ऑफिस
को. ऑप. सेंक लि., मंत्रालय, मुंबई ४०० ०३२.
एन. एस. डी. क्रमांक :- ६५४
क्रमांक:- 11 दिनांक:- 17 AUG 2011

भारत दिशाधीन व सव सवायल
विद्योती कोरेवाडी (सविधान) मुंबई ४०० ०३२.
समर्थी/अभिनी Bharat Patel
अभिनी/अभिनी CHS Jaha Aolmist
CHS Jaha
Aolmchar
Rel
mt-40

No. OF ENTRY
NOTARIAL REGISTER

THIS AGREEMENT OF LICENCE is made and entered into at BOMBAY on this 3rd Day of September, 2011 By and Between MR. BHARAT BHOGILAL PATEL, Hindu, Indian Inhabitant of Mumbai, carrying on business from 1/43, Juhu Gold Mist C.H.S., Juhu Gulmohur Road, Juhu Mumbai - 400 049. of the One Part, hereinafter referred to as a "PATENTEE" of the One Part (which express shall unless it be repugnant to the context or meaning thereof shall always mean and include his heir, executors, administrators and assigns) of the One Part; A N D M/S. DGLA Quality Service Pvt. Ltd. a Company Registered under the Companies Act, 1956 carrying on business from DGLA Quality Services Pvt. Ltd., Plot No. 46, Road No. 14, MIDC, Andheri (E), MUMBAI - 400 093, hereinafter referred to as the "LICENSEE" (which express shall unless it be repugnant to the context or meaning thereof shall always mean and



Bharat Patel

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its heirs, executors administrators and assigns) of the
part;

WHEREAS the Patentee is a holder of the Registered
Patent in respect of an Improved Laser Marking and Engraving
machine bearing No. 188787 under the provisions of Patent Act,
1970. The description of the said Patent is more particularly
stated and set out in the schedule hereunder written.

AND WHEREAS the Patentee is also a holder of a
process patent No. 189027 with regard to the Process of
Manufacturing Engraved Design Articles on metals or non-
metals. The said 2 Patents of the Patentee are in force as on
date.

The licensee is one of the valued customers of the patentee,
and has recently purchased one Laser Marking Machine under
Invoice no. ALI/016/2011-12 dated 25/6/2011 having model
no. PORTAMARK, Sr. No. PM0004 which machine has adopted
product/process of the patentee.

AND WHEREAS the Licensee is interested in using the said
patented technology for the purpose of his business and has
requested the Patentee to grant a license to use and exploit the
same for the period and on the terms and conditions as has
been mutually agreed by and between the parties hereto.

AND WHEREAS the parties hereto are desirous of recording the
said understanding mutually arrived at by and between them.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

- 1) The Patentee hereby grants the license/ permission, full
power and authority to use and exploit the invention and the
patent thereof with regard to the using of the laser marking
machine, registered under Sr. No. 188787 dated Sept. 1998
within the area of State of Maharashtra till patent validity
commencing from 1st July, 2011, the patentee will inform
Licensee if his patent are revoked or stayed.
- 2) The Licensee agrees to pay the Patentee on each
machine used by him, a one time Royalty at the rate of 10% on
the base value of the Machine invoice. The Licensee shall also

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pay to Patentee a royalty of 20% for the process patent used by the Licensee.

The payment under the aforesaid clause No.2 shall be made by the Licensee to the Patentee within 45 days from the date of invoice.

It is clearly agreed and understood between the parties hereto that the present agreements only pertains to the machines which are purchased after 1st June, 2011 and not the earlier machines purchased by the Licensee & pertains to the process which are adopted from 3rd March 2006 and not the earlier process adopted by the Licensee. The said accounts with regard to the royalty of the earlier period on the machine patent would be mutually agreed and decided by the parties hereto at a future date.

5) It is hereby declared unequivocally and unconditionally by the Licensee that the Licensee does hereby accept, admit, recognize and acknowledges the machine and the process patent of the Patentee.

6) The rights granted under the present agreement, is without prejudice to the rights of the Patentee to grant any further license to any other person or persons.

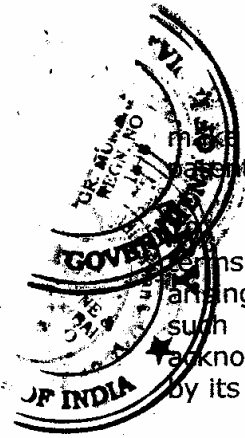
7) It is hereby agreed by and between the parties that in the event of any dispute arising from and/or concerning from the interpretation of the present agreement and/or rights and obligations arising under the present agreement, the same shall be referred to Sole Arbitration of any person to be mutually decided by the parties and accordingly, the provisions of the Arbitration and Reconciliation Act, 1996 shall be applicable.

8) The Licensee hereby agrees and undertakes to show and produce all their concern records with regard to the sales and other details and/or any other records with regard to the use of the machines / process by Licensee as and when called upon by the Patentee only when required by any legal or enforcement body in writing.

9) The Licensee also understands that both the Patents mentioned above are the sole property of the Patentee and the Licensee shall not represent to third parties otherwise or try to

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make any gain out of the said intellectual property of the Patentee without his written permission.

By agreeing hereto, Licensee acknowledges that the terms and conditions of this agreement and the obligations arising there from are confidential, and should be treated as such by Licensee and its officers and employees. Each party acknowledges that it is its responsibility to ensure compliance by its officers and employees with this confidentiality obligation.

- 11) Licensee & Patentee undertakes to indemnify and keep both indemnified and harmless against all claims, disputes, demands, actions, judgments, penalties, settlements, expenses, losses, costs and damages that may be incurred / suffered by both, including but not limited to costs, expenses, damages and losses incurred or suffered by both in defending any proceedings, civil or criminal arising out of or in connection with or as a consequence of a breach or non - performance of obligations, undertakings, provisions or covenants under this Agreement or as a result of negligence, misconduct, recklessness, non-compliance, error, etc on part of Licensee or of its directors, employees, agents, contractors, representatives, associates or third parties.
- 12) It is hereby agreed and understood between the parties hereto that the benefits of this agreement shall not be claimed by any of the sister concern and/or parent company and/or associated firm or company of the Licensee herein.
- 13) The parties hereto agree and undertake to cooperate with each other for the due performance of the present agreement.
- 14) The parties agree that this agreement shall be executed in two counterparts of which the original shall be retained by the Licensor and a copy shall be handed over to Patentee for his records.
- 15) The parties agree that a failure or delay of either party to enforce any provision of or exercise any right under this agreement shall not be construed to be a waiver. No waiver by a party shall be effective unless expressly made in writing. This agreement supersedes all prior agreements between the parties, who agree to be bound by the terms contained herein.

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Any addition or amendment to this agreement must be in writing and signed by both the parties.

The parties agree that the laws of India shall govern this arrangement and the courts of Mumbai alone shall be the sole jurisdiction available to parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands to this present on this 3rd day of September, 2011.

THE SCHEDULE REFERRED TO HEREINABOVE.

SIGNED, SEALED AND DELIVERED)
BY WITHINNAMED PATENTEE)
MR. BHARAT BHOGILAL PATEL)



SERIAL No. OF ENTRY
IN NOTARY REGISTER

SIGNED, SEALED AND DELIVERED)
BY WITHINNAMED LICENSEE)
M/S. DGLA Quality Service Private)
Limited)
IN THE PRESENCE OF)



True Copy

Sunder M. Venarase

2. Laxshad S. Buddhadev

Shoaibuddin Khan B.Sc. LL
Advocate & Notary
B/8-2, (Zakir), Edmond Compound
Opp Hari Masjid, Sakinaka, Mumbai
Mob: 986918557

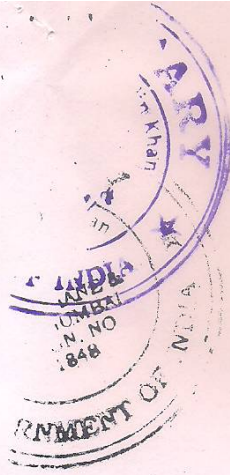


BEFORE ME
Shoaibuddin Khan, B.Sc. LL
ADVOCATE & NOTARY

B/8-2, (Zakir), Edmond Compound,
Opp Hari Masjid, Khairani Road,
Sakinaka, Mumbai - 400 072
Mobile 98691 85578

SERIAL No. OF ENTRY
REGISTER

Bharat Patel




आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BHARAT PATEL
BHOGILAL JEEYANJI PATEL
08/08/1965
Permanent Account Number
AACPP0495J

Bharat Patel
Signature




Bharat Patel

Bharat Patel

आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT OF INDIA

DGL QUALITY SERVICES PRIVATE LIMITED

1052005
 Permanent Account Number

AACCD1882R

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TRANSIENT OFFICE

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 पुरानी मॉडल, इलेक्ट्रॉनिक, कानून विभाग, मुंबई,
 एस. बी. मार्ग, लॉकर फ्लोर, मुंबई - 400 013.

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 please inform / return to -
 Income Tax PAN Services Unit, NSDI,
 1st Floor, Times Tower,
 Kanala Mills Compound,
 S. B. Marg, Lower Floor, Mumbai - 400 013.
 Tel: 91-22-2990 8050, Fax: 91-22-2995 0654
 e-mail: nsdi@nsdi.gov.in

Bhishit Patil

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