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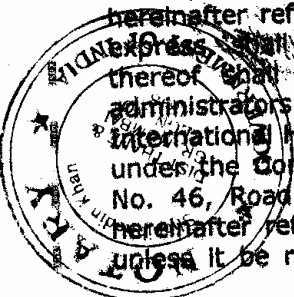
महाराष्ट्र
General Stamp
L.S.V. No. 694
27 JUL 2011
Proper Officer

SHRI. K. R. MADGE

NO. OF ENTRY
NOTARIAL REGISTER

को. आं. बैंक लि., मंत्रालय अन्ध अलाईड ऑफिस
एन. एम. स्त्री. क्रमांक :- ६९५
क्रमांक :- १० दिनांक :-
नगर दिवाणी व सत्र न्यायालय,
दिवाणी कोषिवाली (परिचय), मुंबई
संयोजकी/संयोजकी
यांना न्यायिक प्रकृत क.
विकला.

ER 890280
17-AUG-2011
Bharat Patel
Juhu Gold Mist
C.H.S., Juhu
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मुद्रांक विक्रेता
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रुकेकर
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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; AND M/S. International Hallmarking & Assay Pvt. Ltd, a Company Registered under the Companies Act, 1956 carrying on business from 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

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always mean and include its heirs, executors administrators and assigns) of the Other Part;

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 patent of the Patentee is in force as on date.

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.

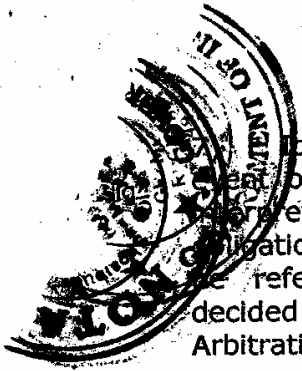
AND WHEREAS the parties hereto are desirous of recording the said understanding mutually arrived at by and between them.

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 the Process of Manufacturing Engraved Design Articles on metals or non-metals, registered under Sr. No. 189027 dated Sept. 1998 commencing from 1st July, 2011. The patentee will inform Licensee if his patent are revoked or stayed.
- 2) The Licensee shall pay to Patentee a royalty of 20% for the process patent used by the Licensee.
- 3) 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.
- 4) It is clearly agreed and understood between the parties hereto that the present agreements only pertains to the process which are adopted from 3rd March 2006 and not the earlier process adopted by the Licensee.
- 5) It is hereby declared unequivocally and unconditionally by the Licensee that the Licensee does hereby accept, admit, recognize and acknowledges 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.

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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 process by Licensee as and when called upon by the Patentee only when require by any legal or enforcement body in writing.

9) The Licensee also understands that the patent mentioned above are the sole property of the Patentee and the Licensee shall not represent to third parties otherwise or try to make any gain out of the said intellectual property of the patentee without his written permission.

10) 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 both parties 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

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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.

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

16) 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.

17) 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)



Bharat Patel

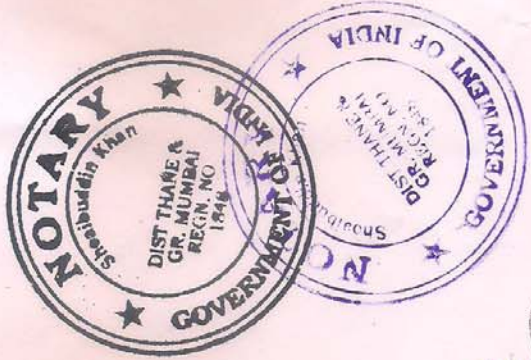
SIGNED, SEALED AND DELIVERED)
BY WITHIN NAMED LICENSEE)
S. International Hallmarking)
& Assay Pvt. Ltd.)
IN THE PRESENCE OF)

1. Sondesh M. Vansode
2. Kaushal S. Budelher



SERIAL NO. OF ENTRY
IN MY NOTARIAL REGISTER

2639
03/09/11



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SERIAL NO. OF ENTRY
IN MY NOTARIAL REGISTER

2642
03/09/11

Both parties sign

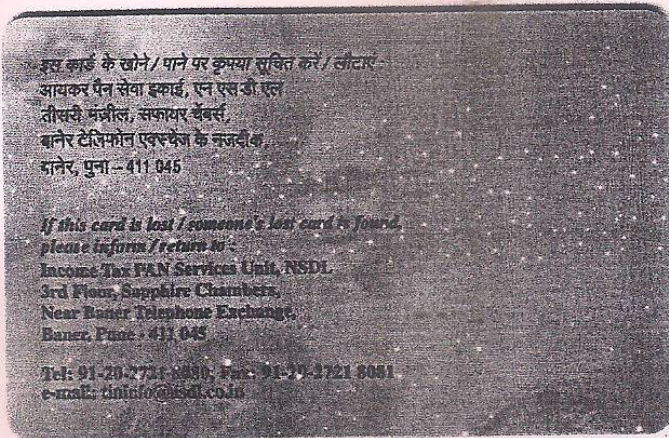
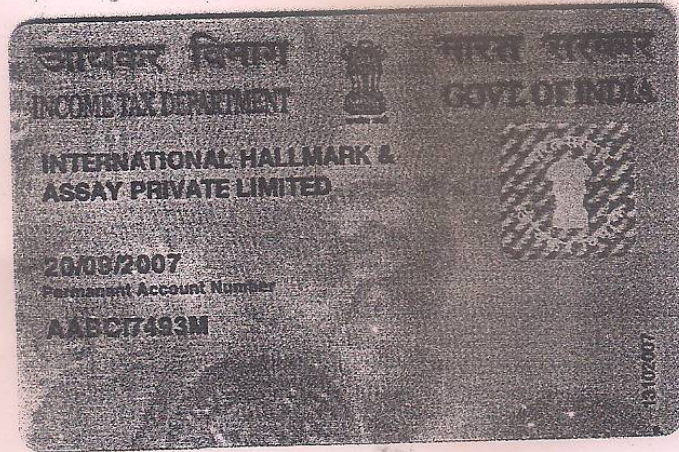
BEFORE ME

Shoaibuddin Khan, B.Sc. LL
ADVOCATE & NOTARY
B/8-2, (Zakir), Edmunde Compound,
Opp. Hari Masjid, Khairani Road
Sakinaka, Mumbai - 400 072
Mobile 9869 85576

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03/09/11



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27/08/07



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BHARAT PATEL

BHOGILAL JEEVANJI PATEL

08/08/1965

Permanent Account Number
AACPP0495J

Bharat Patel
Signature



Bharat Patel

Bharat Patel