

**CONCEPT PUBLIC RELATIONS INDIA LTD.**

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Next to Cathedral School,  
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T: 40558900  
www.conceptpr.com  
CIN No.: U74999MH1993PLC072218

16<sup>th</sup> May 2025

To,  
**Mr. Paresh Bafna**  
**VENTIVE HOSPITALITY LIMITED**  
Tower E, S.No. 191/A/2A/1/2, Techpark One,  
Next to Bosco School, off Airport Road,  
Yerwada, Pune, Maharashtra - 411006

**Re: Appointment as your Public Relations & Digital Services**

Dear Sir,

With reference to our discussions on the above, Concept Public Relations India Limited, a subsidiary of Concept Communication Limited is pleased to send you our offer as your Public Relations And Digital Services. The terms and conditions of the appointment are as follows:

1. This Agreement will be for One (1) year effective from 01<sup>st</sup> May, 2025. This Agreement comes into effect from 01<sup>st</sup> May, 2025., hereafter referred to as the Execution Date, to render services and shall continue till 30<sup>th</sup> April, 2026 ("Term"). The Parties hereby agree to have a joint review of the work done at the end of six months from start date. After expiry of the Term, Parties hereby consent that this Agreement shall be automatically extended for a period of one year (Renewal Term), unless terminated by either Party at any time during the Term or the Renewal Term, in accordance with the terms of this Agreement.
2. Concept Public Relations India Ltd will charge a monthly retainer fee of Rs. **3,50,000/-** (Rupees Three Lakh Fifty Thousand only) plus taxes as applicable. The same would be payable monthly in advance.
3. Our consultancy would cover Public Relations activities for your Company and would include managing media relation. The scope of services has been enclosed (Annexure 1).
4. All press releases and other information released on the Company's behalf will be approved by an authorized representative. All the material will be submitted to the Company for approval and while according approval, the Company will ensure that it complies with legal and technical requirements.
5. The Company shall make every effort to put instructions and approvals in writing. Where those are conveyed orally, the Agency is required to confirm them by email to avoid disputes.
6. Whenever the Agency is required to make advance payments to event managers, collaterals, photographers, hotel, travel, film producers, production jobs etc., on behalf of the Company, these shall be paid by the Company similarly in advance. The Agency shall execute such works only after receiving advance payments and against signed and approved estimates. Agency commission at 10 % will be charged additionally on all such third-party expenses to facilitate the said activities.

**Non-Disclosure Agreement (NDA):**

Information provided by the company to the agency for designing strategy will not be disclosed to anyone. The PR plans for the client will not be disclosed to anyone other than the client without prior approval.

**CONCEPT PUBLIC RELATIONS**

8. Non-Solicit Agreement:

The Company and the Agency hereby covenants that during the term of this contract and for a period of two years following its termination or expiration, they shall not, without the previous written consent of the other, employ or contract the services of any person who has been employed or contracted by either the Company or the Agency.

9. All third party out of pocket expenses incurred by the Agency will be incurred after taking prior client approvals in writing. Agency commission at 10 % will be charged additionally on all such third-party expenses to facilitate the said activities. Invoices for such expenses will be raised at the end of the month/billing cycle, and the same are payable within 14 days of submission. Clarifications regarding bills, if any, will have to be made within 7 days of presentation of the bill.
10. Conclusion of this agreement shall become effective 30 days in either case after the receipt of a written notice from either party to the other. The Company agrees to pay all Agency's dues as well as for all authorized work in progress at cost together with the fees payable for this period.
11. Till such time the Company does not clear all the Agency's bills in full, the Company shall not appoint another Agency to handle the public relations of the company.
12. All disputes or differences arising or concerning the agreement whether the agreement subsists or has been terminated shall be referred to arbitration under the Indian Arbitration Act 1996 or any statutory modifications thereof in force and all proceedings in relation thereto shall take place at Pune.
13. Indemnity: Each Party ('Indemnifying Party') agrees to fully and unconditionally indemnify the opposite Party in the instance of injury, loss, or damages arising out of any willful misconduct and/or proven breach of the Indemnifying Party's representations, warranties, and obligations as per the terms of this Agreement. Neither party shall be liable for any special, indirect, incidental, consequential or punitive damages, or for interrupted communications, lost data, lost profits, lost revenue or lost opportunities, arising out of or in connection with this agreement. Further, it is agreed and confirmed that each Party's liability shall be limited to the amount of the professional monthly retainer fee as agreed under this Agreement.
14. Limitation of Liability:  
If due to war, strikes, lockouts, fire blockade, riots, floods, natural calamities, acts of God or other obstacles or unforeseen circumstances beyond its control, the Agency is unable to complete assignments in the manner and time as mutually agreed, then it shall not be held responsible for any loss or damage which may be caused or sustained as a consequence.

Please confirm acceptance of these terms by signing and returning a copy of this appointment letter for our records.

Thanking you

Yours faithfully,

For **Concept Public Relations India Ltd.**

**Pooja Chaudhri**  
Executive Director



Accepted  
for **Ventive Hospitality Limited**

**Mr. Paresh Bafna**  
Chief Financial Officer



## ANNEXURE I- Public Relations

### Scope of Services: *Public Relations*

- Identification of topics and spokespersons.
- Initiate and implement a well-orchestrated PR programme, which would provide credible perspectives on corporate issues and culminate in enhanced understanding of the company
- Press Releases
- Press Conferences / inclusive of all logistic arrangement
- Content creation
- Pro-active and Re-active media relations
- One on One interview with Media
- Informal bridge building meetings with media
- Exploring opportunities to participate in panel discussion
- Site visits of the media
- These activities will be limited to the 9 centers wherever Concept PR has its own offices. Any activity beyond these centers will be chargeable

### Scope of Services: *Digital Services*

**Platforms:** LinkedIn, Instagram, Facebook

#### **Strategic Counsel:**

- Develop digital and social media strategies to align with core objectives
- Design event-specific plans that leverage brand values and fan engagement

#### **Content Creation:**

- Design and develop assets for Social Media platforms
- Maintain content calendar for consistent posting across platforms
- Deliver assets with visuals, captioning, and hashtags for campaigns

#### **Thematic Content and Engagement:**

- Curate themed posts for events, festivals, and engagement themes

#### **Performance Analytics and Reporting:**

- Monthly performance metrics and engagement summaries; along with a detailed social listening report
- Annual performance summary report with strategic insights for next phase

#### **Influencer Marketing:**

- Coordinate influencer partnerships, manage posts, and ensure alignment with

#### **Thought Leadership:**

**Platforms:** LinkedIn

#### **Strategic Counsel:**

- Develop digital and social media strategies to align with core objectives
- Design event-specific plans that leverage brand values and fan engagement

#### **Content Creation:**

- Design and develop assets for LinkedIn
- Maintain content calendar for consistent posting across platforms
- Deliver assets with visuals, captioning, and hashtags for campaigns

#### **Thematic Content and Engagement:**

- Curate themed posts for events, festivals, and engagement themes

#### **Performance Analytics and Reporting:**

- Monthly performance metrics and engagement summaries
- Annual performance summary report with strategic insights for next phase



The Monthly Retainer would not include the following:

- All expenses incurred on third parties on your account such as:
  - Photography, videographer charges
  - Venue booking for press conferences & briefings
  - Collateral Development for PC's namely Invitations, Press Kits, Branding & Signage's, Brochures, mailers etc.
  - Agency commission at 10% will be charged additionally on all such third-party expenses to facilitate the said activities.
  - The below mentioned expenditure would be part of out-of-pocket expenses (OOPs) and will be inclusive within the retainer fees.
    - Photocopying & stationery
    - Outstation calls
    - Local Conveyance expenses
    - Print & Online Media tracking costs
    - Media related expenses
- Statutory taxes and levies are to be borne by the client.

### About Concept PR

Concept PR is part of the Concept Group, India's largest independent integrated communication group. We are headquartered out of Mumbai and operate pan India with an impressive network of 12 own branches and 36 affiliate offices. We have carved a special place in our clients' circle of partnership on the dint of our domain expertise and flawless execution of assignments. It is important to note that 12 clients have been retained for over 10 years and over 36 of NIFTY 50 clients are managed by us.

Our strength is our great teamwork and ability to accept challenges.

Services that we offer:

- Corporate Communication
- Brand Building Communication
- Image Engineering Strategies
- Crisis Management
- Influencer & Opinion Management
- Digital PR
- Investor Relations
- Road-show Management
- Media Relations

### Key Communication Tasks

- Focus on creating awareness and media visibility for Ventive hospitality group
- Position the brand as innovative, customer centric and socially responsible
- Showcase diverse portfolio of premium hotel assets, in collaboration with globally recognized hospitality brands
- Reinforce brand's commitment to deliver exceptional guest experiences
- Augment brand's imagery and build top of mind recall for the brand amongst key stakeholders in India and globally

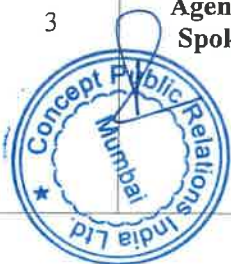




# TRADITIONAL PR SCOPE OF WORK (SoW)

## PR DELIVERABLES (SoW)

	TYPE OF ACTIVITY	DESCRIPTION OF ACTIVITY	DELIVERABLES IN A YEAR
A	PLANNING & COUNSEL		
1	Strategic counsel and overall servicing	Design and implement communication strategies - ideate and define clear plan of action, providing communications counsel and advice	As and when required
		Monthly PR strategy sessions + plans	
		Creative ideation, developing key messages, planning documents	
B	MEDIA RELATIONS		
1	Media mapping	<p>SoW includes</p> <ul style="list-style-type: none"><li>▪ Compiling a media list of relevant sector journalists for a robust media engagement plan</li><li>▪ Building and sustaining relationships with key media (Mainlines, Financials, Magazines, Online, Electronic, New Media and Trade)</li></ul> <p>The media list and coordinates are CPR properties and hence cannot be shared in its entirety</p>	Ongoing
2	Relationship Building Meetings	<p>Define media target/s, determine key focus of meeting, pitch/brief company execs, co-ordinate schedules &amp; logistics, follow-up</p> <p>SoW includes:</p> <ul style="list-style-type: none"><li>▪ Identify media</li><li>▪ Pitching to the relevant media</li><li>▪ Brief the spokesperson</li><li>▪ Client and media liaison</li><li>▪ Manage the interaction from both sides</li><li>▪ Follow up with media on outcomes</li></ul>	8 (subject to spokesperson's availability and media interest)
3	Agenda Based Meetings/ Spokesperson Profiling	<p>Schedule media interviews basis key messaging shared by the client</p> <p>SoW includes:</p> <ul style="list-style-type: none"><li>▪ Identify relevant media space for agenda-based interviews</li><li>▪ Draft Journalist/Publication backgrounder</li><li>▪ Brief the spokesperson</li><li>▪ Client and media liaison</li><li>▪ Manage the interaction from both sides</li><li>▪ Follow up with media and keep client posted of the feedback</li></ul>	6 (subject to spokesperson's availability and media interest)



4	<b>Authored Articles</b>	<p>Advisory to explore relevant opportunities for Byline / authored articles for the brand,</p> <p>SoW includes:</p> <ul style="list-style-type: none"> <li>▪ Conceptualize, draft and edit content with inputs from client</li> <li>▪ Drafting the article as per the requirement</li> </ul>	<p><b>3</b></p> <p>(subject to spokesperson's availability and media interest)</p>
5	<b>Press Releases / Press Notes</b>	<p>Draft press release/note basis the news/announcement that has to be shared for the brand</p> <p>SoW includes:</p> <ul style="list-style-type: none"> <li>▪ Development of Press Communication based on information / key messages</li> <li>▪ Dissemination of Press Communication to key media</li> <li>▪ New appointment releases</li> </ul>	<p><b>10</b></p> <p>(there should be a minimum gap of 3-4 weeks between a release)</p>
6	<b>Press conferences / media briefings/ PR events</b>	<p>SoW includes:</p> <ul style="list-style-type: none"> <li>▪ Conceptualizing events that will gain media attention</li> <li>▪ Activity strategy &amp; planning</li> <li>▪ Media invitation, media call round &amp; attendance follow up</li> <li>▪ Press kit material development – draft/localize release, update executive profiles and company backgrounder &amp; develop quotes</li> <li>▪ Attend press briefing/event</li> <li>▪ Manage client, spokespeople and media on site</li> <li>▪ Facilitate on-site 1-1 and attend as best possible</li> <li>▪ Issue press release/ trend notes</li> <li>▪ Follow up</li> </ul> <p>Please note that for a lifestyle event, it is imperative to have a face who is popular with lifestyle media.</p> <p>(*Venue, F&amp;B and third-party cost to be borne by the client)</p>	<p><b>2</b></p> <p>(On merit of announcement – to be mutually discussed with the client)</p>
7	<b>Synergistic Associations</b>	<p>Identify events/brands/associations or partnerships possible in consonance with the brand ethos</p> <p>SoW includes:</p> <ul style="list-style-type: none"> <li>▪ Mapping and identifying key partners, relevant platforms for tie-ups and associations</li> <li>▪ Ensure key brand messages are cultivated / imbibed during the association as per event/association</li> </ul> <p>(Kindly note for associations, the advisory role will entail fixing calls and meetings with both the parties. The rest to be taken forward by the client. The agency responsibility is to ideate and bring</p>	<p><b>2</b></p>



		both parties together, final closure will not be Agency's responsibility)	
C	PRESS OFFICE		
1	Standard press kit	A standard kit will be created for the media. This will be customized as per requirement / event	
2	Spokesperson profiles	CPR team will prepare media friendly spokesperson profiles that would be shared with the media as appropriate	
3	Photo-shoot	Photographs of the spokesperson should be kept ready for media purpose	
4	FAQs	CPR team to create and maintain a standard FAQ document for the brand	
5	Company Backgrounder	CPR team will prepare media friendly corporate backgrounder of the company that will be shared with the media as appropriate.	
D	ESSENTIALS		
1	Media monitoring	Regular news feed on the industry and relevant policy announcements that appear in the exhaustive media base providing early alerts for daily/ critical media reports. Client to share search keywords for daily tracking. *Please note: Tracking of electronic clips will be charged separately on actuals	
2	Monthly Meetings	Regular monthly meeting (in person or over a call) with the client to discuss the plan of action in detail and to discuss progress in the previous week	
3	Fortnight Calls	Fortnight calls to discuss the initiated work along with a work in progress report to be facilitated	
4	Monthly Reports	Collation of monthly coverage report	

#### Budget

- **Retainer Fee of ₹ 2,00,000 - Rupees Two Lakhs plus taxes per month** for a period of one year (this excludes any cost related to association/onboarding any celebrity/influencers etc.)
- **Servicing Centre – Mumbai**
- **Support Centre – Pune**
- Goods & Service Tax and other applicable taxes, if any, will be charged separately in addition to the above-mentioned fees and expenses
- Program management fee of 10% on third party expenses paid on advance by Concept PR
- All Out-Of-Pocket Expenses (OOPs) will be billed on actuals separately under the concerned activity as per PR plan (if applicable)
- A Minimum Contract Period of one year extendible further upon mutual consent
- For the scope of the services specified, we propose a 30 days' Notice Period for discontinuation from either side
- All Reimbursement Bills to be paid within 30-days of presentation

#### OUT-OF-POCKET EXPENSES (OOPS), WHICH WILL BE BILLED SEPARATELY OUTSIDE OF THE PR PLAN INCLUDE:

The following nature of activities will be charged separately based on specific briefs and client approvals:

- Media Engagement in other markets outside of Concept PR branches will be organized through agency's exclusive associates and would be charged at actuals (post prior costs approval from client)
- Daily Coverage Tracking of Direct competitors would be charged at extra
- Third party costs for organizing events, round tables, press meets, photography, printing, translation,



stringer charges etc. (to be charged at actuals post prior client approval)

- Travel, lodging and boarding costs of agency personnel incurred for the execution of the programme to be charged extra (post prior client approvals)

#### DIGITAL SCOPE OF WORK

Task Category	Task Description	Task Specifics	Frequency & Deliverables	Platform(s)	KPIs
Strategic Counsel	Develop digital and social media strategies to align with core objectives	Create annual/seasonal digital plans, review event-based requirements	Monthly strategy review	All Platforms	Strategy Approval, Engagement Metrics
	Design event-specific plans that leverage brand values and fan engagement	Identify KPIs, create budget forecasts, and draft communication goals	As Required, event-specific plans	All Platforms	Campaign Reach, Engagement
Content Creation	Design and develop assets for LinkedIn	Format posts as visuals, videos, stories, and carousels for platform adaptability	As per Platform	6 posts/month	Content Quality, Engagement Rate
	Maintain content calendar for consistent posting across platforms	Develop platform-specific themes; schedule posts on tools like Hootsuite or Buffer	Weekly calendar review, monthly content report	All Platforms	Calendar Adherence, Post Reach
	Deliver assets with visuals, captioning, and hashtags for campaigns	Draft posts and captions, adjust creatives per platform guidelines	5 days prior to posting deadline	All Platforms	Timeliness of Delivery
Thematic Content and Engagement	Curate themed posts for events, festivals, and engagement themes	Research relevant hashtags, align content with events, localize content where needed	As per Platform	All Platforms	Engagement Rate, Reach

Task Category	Task Description	Task Specifics	Frequency & Deliverables	Platform(s)	KPIs
Performance Analytics and Reporting	Monthly performance metrics and engagement summaries; <b>along with a detailed social listening report</b>	Capture engagement metrics, follower growth, audience insights	Monthly analytics	All Platforms	Engagement Metrics, Growth
	Annual performance summary report with strategic insights for next phase	Summarize campaign effectiveness, insights for future optimizations	Annual comprehensive report	All Platforms	Engagement Metrics, ROI





<b>Influencer Marketing</b>	Coordinate influencer partnerships, manage posts, and ensure alignment with	Identify target influencers, negotiate posting schedules, supervise content for brand consistency	Per requirement	All Platforms	Engagement Rate, Reach
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Task Category	Task Description	Task Specifics	Frequency & Deliverables	Platform(s)	KPIs
<b>Performance Analytics and Reporting</b>	Monthly performance metrics and engagement summaries	Capture engagement metrics, follower growth, audience insights	Monthly analytics	All Platforms	Engagement Metrics, Growth
	Annual performance summary report with strategic insights for next phase	Summarize campaign effectiveness, insights for future optimizations	Annual comprehensive report	All Platforms	Engagement Metrics, ROI

#### Digital Scope of Work – Thought Leadership

Task Category	Task Description	Task Specifics	Frequency & Deliverables	Platform(s)	KPIs
<b>Strategic Counsel</b>	Develop digital and social media strategies to align with core objectives	Create annual/seasonal digital plans, review event-based requirements	Monthly strategy review	LinkedIn	Strategy Approval, Engagement Metrics
	Design event-specific plans that leverage brand values and fan engagement	Identify KPIs, create budget forecasts, and draft communication goals	As Required, event-specific plans	LinkedIn	Campaign Reach, Engagement
<b>Content Creation</b>	Design and develop assets for LinkedIn	Format posts as visuals, videos, stories, and carousels for platform adaptability	As per Platform	4 posts/month	Content Quality, Engagement Rate
	Maintain content calendar for consistent posting across platforms	Develop platform-specific themes; schedule posts on tools like Hootsuite or Buffer	Weekly calendar review, monthly content report	LinkedIn	Calendar Adherence, Post Reach
	Deliver assets with visuals, captioning, and hashtags for campaigns	Draft posts and captions, adjust creatives per platform guidelines	5 days prior to posting deadline	LinkedIn	Timeliness of Delivery
<b>Thematic Content and Engagement</b>	Curate themed posts for events, festivals, and engagement themes	Research relevant hashtags, align content with events, localize content where needed	As per Platform	LinkedIn	Engagement Rate, Reach

#### Commercials:

We propose a retainer fee of INR 1,50,000 /- lacs (Rupees One Lakh Fifty Thousand only) per month + taxes for social media services (Brand + TL)

Agency commission at 10% will be charged additionally on all third-party expenses. These include



Outstation Travel, Board and Lodge, Venue booking for press conference & briefings, Translation, Creative Work, Advertorials, paid content across media etc.

- All Reimbursement Bills to be paid within 30 days of presentation
- 30-day Notice Period for discontinuation from either side
- Government taxes will be applicable as per the Laws

Exclusions:

- Filming / shoot costs. These will be charged separately as per requirement
  - Video editing beyond the mentioned scope of 4 short videos per month up to 60 seconds
  - Paid Media commission will be additional at 10%
  - Third-party costs for influencer engagement, promotions, gifting, advertising, etc.
  - Access to paid stock imagery / video
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