

technopak

SCHEDULE OF PAYMENT & AUTHORISATION

Technopak Advisors Private Limited.

Management Consultants

Mailing Address for the purpose of Billing: Ashford Centre, 3rd & 4th Floor, Shankarrao Naram Marg
Lower Parel (West), Mumbai-400 0013

The Client: Allied Blenders and Distillers Private Limited

Office Address: Ashford Centre, 3rd & 4th Floor, Shankarrao Naram Marg
Lower Parel (West), Mumbai-400 0013

Tel: 022 4300 1000



Description of the Assignment (in brief):

"Updation of Industry Report on Indian Alcoholic Beverage Market"

Timelines:

- 2.5 weeks from the date of signing of the Letter of Authorization

Payment Schedule:

- On Project Authorization at the Start of the Assignment: INR 8.00 Lacs + GST
- On Completion of the Final Report: INR 8.00 Lacs + GST

Fees:

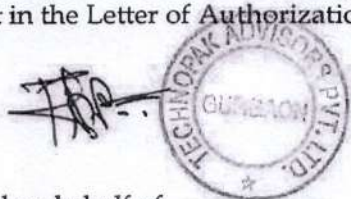
Consulting Fees: INR 16,00,000 (Indian Rupees Sixteen Lacs) inclusive of all expenses

+

Goods and Service tax (GST): The above fee is subject to GST as applicable on the date of invoicing (current tax rate is 18%)

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Agrees to perform and the client agrees to pay for the Assignment on the terms and conditions hereinafter set out in the Letter of Authorization annexed here as Annexure A.

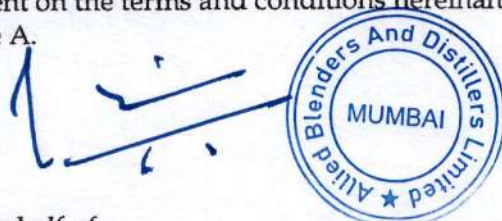


for and on behalf of
Technopak Advisors Pvt. Ltd.

Print Name : Ankur Bisen

Print Title : Senior Partner

Date : 11th October 2023



for and on behalf of
Allied Blenders and Distillers Private Limited

Print Name : Ramali Manoj Ramnani

Print Title : Chief Financial Officer

Date : 4/10/2023

Technopak Advisors Pvt. Ltd.

www.technopak.com

5th Floor, Block A, Lemon Tree Corporate Park, Sector 60, Gurgaon-122011

Tel: +91 124 5080100 Fax: +91 124 5080199

Regd. Office: 202, Sona Apartment 3, Kaushalya Park, Hauz Khas, New Delhi - 110 016

CIN: U74140DL1994PTC061818 E-mail: info@technopak.com

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Annexure A

LETTER OF AUTHORISATION

This Letter of Authorization is made this 11th day of October 2023.

BETWEEN:

Technopak Advisors Private Limited a company incorporated in India, having its principal office at 5th Floor, Block A, Lemon Tree Corporate Park, Sector 60, Gurgaon 122 011 Haryana hereinafter called "Technopak" which expression unless repugnant to the context includes its successors in business and interest on the one Part.

AND

Allied Blenders and Distillers Private Limited, a company incorporated in India, having its corporate office at Ashford Centre, 3rd and 4th Floor, Shankarrao Naram Marg, Lower Parel (West), Mumbai - 400 013, Maharashtra hereinafter called "Client" which expression unless repugnant to the context includes its successors in business and interest on the other Part.

Technopak and the Client individually shall be called as "Party" and collectively called as "Parties"

WHEREAS the Parties have mutually agreed for the professional services in respect of the project "Update of Industry Report on Indian Alco-Beverage Market" and now both the Parties have a desire to proceed with the business relationship in accordance with this letter of Authorization (hereinafter referred to as "Agreement");

WHEREAS, the Parties each represents that they are fully authorized to deal generally with and to make this Agreement respecting the subject matter hereof;

NOW, THEREFORE in consideration of the premises and the mutual rights and obligations herein set forth, the Parties hereto agree as follows:

1. DEFINITIONS

For the purpose of this Agreement and subject to the context or as otherwise specified, the following terms and expressions shall be deemed to have the following meaning:

- 1.1 The 'Assignment' shall mean the services to be performed by Technopak as set out in this Agreement and the proposal.
- 1.2 An 'Associate' shall mean any person temporarily employed by Technopak to provide specialized input to the Agreement.
- 1.3 A 'Consultant' shall, except as otherwise provided, mean any Staff Consultant or Principal employed by Technopak who is working on or supervising the work involved in the Assignment.
- 1.4 An 'Employee' shall mean any consultant or support staff or other person employed by Technopak.



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CIN: U74140DL1994PTC061818 E-mail: info@technopak.com



2. Payment Terms and Conditions:

The client shall agree to pay to Technopak the sum as agreed upon between the parties and documented in the Schedule of Payment / proposal. All payments by the clients for fee, costs and expenses shall be received in full. In case any tax is levied by the Government, the client shall bear such expenses. An interest of 1.5% per month will be charged on balances not paid within 7 days of the invoice or/and debit note. Non-payment of dues shall attract legal action for the recovery of the amount due; and shall constitute a termination event as per Clause 6 given below.

3. Confidential information:

Both parties shall treat as confidential (i) all proprietary information shared by the two parties (ii) all proprietary information acquired by the other party in the course to performance of the assignment including but not limited to information regarding equipment, special process of products or data concerning financial condition, wages, price lists, discount and similar matter; provided that Technopak shall not be obligated to treat as confidential, information that has become generally known to public or known to or in the possession of Technopak prior to its entering this Agreement.

The obligations of each party hereunder will continue and be binding during the term of this Agreement and for a further period of one (1) year after termination / expiry of the Agreement.

4. Jurisdiction:

The Agreement between Technopak and the Client shall be governed by the laws of India. All disputes are subject to Mumbai (India) Jurisdiction.

5. Force Majeure :

If either Party is unable to perform its obligation under this Agreement due to the occurrence of an event beyond its control such as acts of God, war, riots, labour disputes, strikes or lockouts, fire and other natural calamities, that Party will not be deemed to have defaulted under this Agreement. Both the Parties shall inform each other in the mode as mentioned in clause No. 8 under "Notice".

Each Party agrees to use all reasonable efforts at their own cost to facilitate and enable performance under this Agreement to continue. Payments shall become due in accordance with work carried out during such period.

6. Termination:

Either Party shall be entitled to terminate this Agreement forthwith any time by giving 30 days' notice to the other Party without assigning any reason. Both Parties undertake to facilitate to a reasonable extent the termination and handover of semi-finished deliverables and proprietary information and documents etc.

It is understood however, that both Parties shall be bound by the terms and conditions of this Agreement in case either Party does not exercise its right as referred to above. No express waiver or assent by any party hereto of any breach or default in any terms and conditions laid herein shall constitute a waiver or an assent to any succeeding breach in the same or any other terms or conditions made herein.



7. Non-Solicitation:

During the term of this Assignment and for one year after the conclusion of the same, neither party shall, directly or indirectly, either for its own account or as a partner, officer, employee, agent or otherwise solicit for business or employ any employee and/or subcontractor of the other, or any candidate, presented by one party to the other party.

Further, the Client, during such period, shall not associate itself with any present or ex-employees of Technopak for carrying out such professional services as are agreed in this Agreement.

8. Notice:

Any notice or request shall be made by letter, fax, e-mail as the party may from time to time notify provided communication received by fax, e-mail, telex are confirmed by the recipient.

9. Entire Agreement:

This Agreement supercedes all prior discussions and agreements between the said parties with respect to the subject matter hereof and this Agreement contains the entire agreement between the parties with respect to the matters covered under the proposal. Agreement shall not be modified or amended except by an instrument signed by or on behalf of the parties hereto; a copy of the final proposal is attached with this Agreement, which will provide all information regarding the technical and commercial terms of the Assignment.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of date of the later signature below

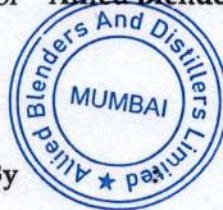
for **Technopak Advisors Private Limited**



By :
[Please affix rubber stamp of the company]

Print Name : Ankur Bisen
Print Title : Senior Partner
Date : 11th October 2023

for **Allied Blenders and Distillers Private Limited**



By :
[Please affix rubber stamp of the company]

Print Name : Ramadevi Shree Ramnany
Print Title : Chief Financial Officer
Date : 11th October 2023