

SCHEDULE OF PAYMENT & AUTHORISATION

Technopak Advisors Pvt. Ltd.

Management Consultants

Mailing Address for the purpose of Billing: 6th Floor, 601, Peninsula Heights, C D Barfiwala Marg,
Andheri West, Mumbai - 400058

The Client: **EURO PRATIK SALES PRIVATE LIMITED**

Office Address: 6th Floor, 601, Peninsula Heights, C D Barfiwala Marg,
Andheri West, Mumbai Suburban, Maharashtra, 400058

Description of the Assignment (in brief):

"Industry Report on Wood Panel Market in India" as per the Scope of Work (Annexure-B) submitted by Technopak to Euro Pratik Sales on 22nd July 2024.

Timelines:

- 5-6 weeks from the date of signing of the Letter of Authorization

Payment Schedule:

- On project authorization at the start of the assignment: Rs.12.50 Lakhs + GST
- On completion & submission of the first draft report: Rs.6.25 Lakhs + GST
- On finalization of the report: Rs.6.25 Lakhs + GST

Fees:

Consulting Fees: Indian Rs.25,00,000 (Indian Rupees Twenty Five Lakhs only) includes all costs related to the trade research and all out of pocket expenses.

+

Goods and Service tax (GST): The 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.

Signed by _____
for and on behalf of
Technopak Advisors Pvt. Ltd.



Print Name : Ankur Bisen

Print Title : Senior Partner

Date : 20th August 2024

Signed by _____
for and on behalf of **Euro Pratik Sales Private Limited**
Please affix rubber stamp of the company

Print Name : _____

Print Title : _____

Date : _____

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

LETTER OF AUTHORISATION

This Letter of Authorization is made this 20th day of **August 2024**.

BETWEEN:

Technopak Advisors Pvt. Ltd. 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

Euro Pratik Sales Private Limited, a company incorporated in India, having its principal/corporate office at **6th Floor, 601, Peninsula Heights, C D Barfiwala Marg, Andheri West, Mumbai - 400058** 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 at the Scope of Work dated 22nd July 2024 [annexed as Annexure B] for the professional services in respect of the project "**Industry Report on Wood Panel Market in India**" 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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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 New Delhi (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 in the event of (i) upon liquidation of other Party or if such other Party ceases business or makes any composition or arrangements with its creditors or (ii) breach by the other Party of any of the provisions of the Agreement. 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 Pvt. Ltd

for Euro Pratik Sales Private Limited

By

:



[Please affix rubber stamp of the company]

Print Name : Ankur Bisen

Print Title : Senior Partner

Date : 20th August 2024

By

:

[Please affix rubber stamp of the company]

Print Name : _____

Print Title : _____

Date : _____

Proposal of Support for Preparation of Industry Report for Public Listing

Industry Report on Wood Panel Market in India

By Technopak Advisors

Submitted to Euro Pratik

22nd July 2024

1. Overview of Global Economy

- Macro-economic overview – GDP and GDP growth etc.
- Difference in growth between Emerging and Developed Market; factors driving growth
- Global Disposable Income per Capita, broken down between Emerging and Developed Market
- Private final consumption expenditure comparing with Emerging and Developed Market
- Median age comparison between Emerging and Developed Market

2. Overview of Indian Economy

- Macro-economic overview – GDP and GDP growth, GVA and GVA growth etc.
- Improving Indian per Capita Income, Disposable Income, Discretionary Spend, etc.
- Social Economic Classification break-up of Indian households
- Demographic, gender wise break-up under various age groups
- Percentage of working age population and women workforce
- Trends Urbanisation, growing middle class, nuclearization of families

3. Global Overview of Wall Decorative Market (Focused to wall panel market)

- Overview of the global wall panel market focused to PVC & PS based materials, which are the key markets and fastest growing
- Growth factors and trends in the global markets
- Application wise categorization (Residential, Commercial, Industrial & Others)

4. Overview of Wall decorative Industry Market

- Brief overview of wall decorative industry (Decorative paints, wall papers, Laminates, Veneers, PVC & PS wall panels)
- Market Size and growth in last 5 years
- Key difference between Laminates, Veneers, PVC & PS wall panels
- Demand drivers, trends and opportunity in each of the segment
- Organized vs Unorganized market
- Brief note of applications and end users

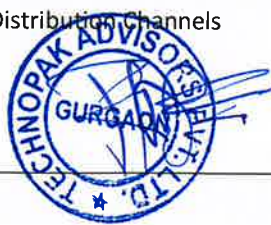
5. Analysis of Laminates, Veneers, PVC & PS wall panel Market in India

- Brief overview of Laminates market in India
- Brief overview of Veneers market in India
- Brief overview of PVC & PS wall panel

The analysis will include the following

- Market size (Current Size and Projections)
- Distribution Channels

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- Role of E-commerce segment in growth of industry
- Key Market Trends in the industry
- Import Data (as available)
- Key Export Markets for India
- Fastest growing segment
- Key Growth Drivers
- Key challenges and opportunities in the industry
- Future Outlook

6. Competitive Landscaping

- Key Players: Greenlam, Century Plyboards, Merino Laminates, Euro Pratik, Stylam industries, Meraki, VIVRE Panels, Treelam, Mystic Panels etc. *(To be finalised with Company and BRLMs)*
- Key Parameters
 - Categories Present
 - Total Brands – Names of Key Brand, Price Rang for each Brand
 - Revenue breakdown
 - Manufacturing facilities, capacity, etc.
 - Share of revenue from Exports vs Domestic Markets
 - Key innovations
 - Sustainability initiatives
 - Key Mergers & Acquisitions

7. Financial Landscaping

- Key Players: Greenlam, Century Plyboards, Merino Laminates, Euro Pratik, Stylam industries, Meraki, VIVRE Panels, Treelam, Mystic Panels etc. *(to be finalised with Company)*
- Key Parameters
 - Sales, EBITDA and PAT – 5 Years CAGR
 - Gross, EBITDA and PAT Margin %
 - Export % for each players
 - ROE and ROCE Margins
 - Working Capital Days
 - Net Debt / Equity
 - Net Debt / EBITDA
 - Inventory turnover

Timelines – 5-6 weeks from the date of signing of LoA

Methodology - The report will be completed using a mix of:

- Secondary research including annual reports, website, analyst presentations, articles etc.
- Internal Body of Knowledge of the industry based on assignments done in the sector in the past
- Interviews with stakeholders in the value chain/ Subject Matter Experts including Company

Consulting fee of INR 25 lakhs + GST

- 50% due on authorization at the start of the assignment
- 25% due on the completion & submission of the 1st draft of the report
- 25% due on finalisation of the report

The fee includes all costs to be incurred towards trade research.

