

## CONSULTING & RETAINER AGREEMENT

This Agreement is made effective this 17<sup>th</sup> Day of August 2024 (Effective Date)

### BETWEEN

**Choice Consultancy Services Private Limited** registered under the companies act having its registered office at "Sunil Patodia Tower, Plot no. 156-158, JB Nagar, Andheri (East), Mumbai - 400 099" hereinafter referred to as "**CHOICE**" (which expression shall be deemed to mean and include its successors and permitted assigns) of the **First Part**, through its authorized representative.

### AND

**RTHREED SOLUTIONS PRIVATE LIMITED**, a company registered under the Companies act of India, 1956/ 2013, having registered office at Twin Palms Ashroy, House number 15, Alok Nagar, Bye lane 12, Patorkuchi, Basistha, Guwahati 781029, Assam herein after referred to as **Consultant** (which expression shall be deemed to mean and include its successors and assigns) of the **Second Part**.

Choice and Consultant are collectively referred to as "Parties" or individually as a "Party" as the context may require.

### WITNESSETH:

Whereas CHOICE desires to engage "**Dr. Rupam Patowary**" as an energy expert on behalf of "Consultant" to provide support to "CHOICE and Bureau of Investment Promotion (BIP)" as may be required on continuous basis.

Now, therefore, in consideration of the foregoing and the mutual promises, the parties hereto hereby agree as follows:

#### 1. Scope of Services:

1.1 As agreed by the parties "**Dr. Rupam Patowary**" will provide consultancy / Consultant Services in the field of "**Energy**" to the "CHOICE" in diligent manner in accordance with

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*[Handwritten Signature]*



applicable professional standards and techniques by qualified professionals who are expected to be Consultants in providing such services.

1.2 The engagement is effective till the end of July, 2025 and any amendment in the Agreement shall be made only through an addendum to the current Agreement which shall be agreed and duly signed by the representatives of both the parties.

## 2. Retainer-ship fee

2.1 "Choice" shall pay the "Retainer-ship" of ₹60,000/- per month to the Consultant with an annual increase of 10% to account for inflation and performance. Additionally, performance-based bonuses will be provided for successful project milestones and results that exceed expectations.

2.2 The payment shall be credited to the Consultant account within 15<sup>th</sup> day of following month and after submission of the invoice. The bank details of the account are as follows:

**Account Holder:** RTHREED SOLUTIONS PRIVATE LIMITED

**Bank Account No.:** 50200100039514

**Bank:** HDFC Bank Limited

**Branch:** BELTOLA

**IFSC:** HDFC0002930

2.3 Travel and other incidental expenses will be reimbursed without any cap, on actuals, upon submission of supporting documents. Additionally, "Choice" will arrange both travel and accommodation directly on the Consultant's behalf.

## 3. Duties of the Consultant

3.1 Consultant will guide the Choice and BIP about investment opportunities.

3.2 Will prepare and assist to prepare proposal/ Presentation/ Concept Note/ Document as per need arises within time bound manner.

3.3 Will research, prepare report, client submission deliverable as per requirement

3.4 Will present in meeting either virtually or face to face as per requirement of the CHOICE and BIP.

3.5 Will participate in the weekly/monthly/ periodical agenda setting meeting as organized by Choice and BIP

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- 3.6 Consultant will not work with BIP in a capacity that presents a conflict of interest. However, Consultant may work with other clients and projects as long as there is no conflict of interest with BIP.
- 3.7 Visit BIP office for at least 3-4 days per month, unless agreed otherwise by both parties. Hybrid and virtual meetings are encouraged to reduce the need for frequent travel.
- 3.8 By signing this MOU, Consultant has given consent by default to use his CV at BIP or any tender opportunity available with government, private organization.

#### 4. Confidentiality & Proprietary Information

“CHOICE” acknowledges that it will be necessary for them to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the CHOICE. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the CHOICE's prior written permission except to the extent necessary to perform the Services on the CHOICE's behalf.

BIP and Choice shall retain ownership of any original research, models, methodologies, or intellectual property developed during the term of this Agreement. Additionally, Choice is granted a non-exclusive license to use said intellectual property for the purposes outlined in this Agreement.

Proprietary or confidential information includes, but is not limited to:

- a) The written, printed, graphic, or electronically recorded materials furnished by Choice for Consultant to use;
- b) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c) Information belonging to customers and suppliers of the CHOICE about whom the Consultant gained knowledge as a result of the Consultant's Services to the CHOICE.

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Upon termination of the Consultant's Agreement to the CHOICE, or at the Choice's request, the Consultant shall deliver all materials to CHOICE in the Consultant's possession relating to the CHOICE's business.

## 5. Termination

This Agreement may be terminated:

- a. By either party with immediate effect, if the other party commits material breach or in case of failure to fulfill any of its obligations under this Agreement and its subsequent failure to remedy such breach within 30 (thirty) days of receipt of written notice from the first party specifying the nature of the breach.
- b. By giving a written notice of not less than 15 (fifteen) days to the other party, if either party, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

## 6. Disputes

If any dispute arises under this Agreement, the Consultant and the CHOICE shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator. The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in Mumbai as per the Indian Government rules & regulation.

## 7. Governing Law

This Agreement shall be governed under the Indian Government laws in the State of Maharashtra.



## 8. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Choice and the Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

CHOICE's Signature \_\_\_\_\_

Date: 01/04/2024

Ronak Agarwal



Consultant's Signature

Date: 01/04/2024



**DIRECTOR**  
**RTHREED Solutions Pvt. Ltd.**

For: **RTHREED SOLUTIONS PRIVATE LIMITED**