



CHALLAN
MTR Form Number-6



GRN	MH000078429202122E	BARCODE		Date	22/04/2021-13:40:50	Form ID
Department	Inspector, General CI Registration	Payer Details				
Type of Payment	Non-Judicial Stamps General Stamps SCS Mumbai only	TAX ID / TAN (if Any)				
Office Name	GENERAL STAMP OFFICE MUMBAI	PAN No (if Applicable)	AALP6255L			
Location	MUMBAI	Full Name	PRAVIN ILAFIGO			
Year	2021-2022 One Time	Flat/Block No.	101 MARATHON GALAXY			
Account Head Details	Amount In Rs.	Premises/Building				
	3000.00	Road/Street	1 L B S MARG			
Account No	000006201 General Stamps	Area/Locality	Mulund West			
		Town/City/District				
		PIN	4 0 0 8 0			
		Remarks (if Any)	Stamp duty on agreement for share purchase of Progressive Accobey Distributors from Sula Vineyards			
Total	3,000.00	Amount In	Three Thousand Rupees Only			
		Words	3,000.00			
Payment Details	STATE BANK OF INDIA					
	FOR USE IN RECEIVING BANK					
Cheque/DD No		Bank CIN	Rel. No	00040572021042235241 IK0BCFYHV1		
Name of Bank		Bank Date	RBI Date	22/04/2021-13:24:41 Not Verified with RBI		
Name of Branch		Bank-Branch	STATE BANK OF INDIA			
		Scroll No. . Date	Not Verified with Scroll			

Department ID: 9930079952
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 रजिस्ट्रार कार्यालयीन दस्तऐवज सादर करणेसाठी वैध आहे. अनजिस्ट्रार कार्यालयीन दस्तऐवज सादर करणेसाठी वैध नाही.

Handwritten signatures and initials.

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT made and executed at Mumbai on this 29th day of April, 2021: By and between

SULA VINEYARDS PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 bearing corporate identification number (CIN U15549MH2003PTC139352 having its registered office at 901, Hubtown Solaris, N.S. Phadke Marg, Andheri (East), Mumbai 400 069 represent through its Authorized representative **Mr. Chaitanya Rathi** (hereinafter referred to as "Seller" which expression shall unless repugnant to the context thereof be deemed to mean and include its successors-in-title, legal representatives and permitted assigns) of the First Part;

AND

MR. PRAVIN ILANGO (PAN NO. AALPI5255L), MR. RAKSHIT ARORA (PAN NO. AJVPA6375L) AND MRS. SEJAL FREDERICKS (PAN No. AACPF4733F), (jointly hereinafter referred to as "Buyer" which expression shall unless repugnant to the context thereof be deemed to mean and include its successors) of the One Part;

AND


PROGRESSIVE ALCOBEV DISTRIBUTORS PRIVATE LIMITED, a company incorporated under the (Indian) Companies Act, 1956 bearing corporate identification number U74120MH2011PTC214013 having its registered office at Flat no.101, Plot no. 4A & 4B Sec-26, Progressive Viva, Vashi, Navi Mumbai, Thane, Maharashtra 400705, India represent through its Authorized representative **Mr. MR. PRAVIN ILANGO** (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the Third Part;


Each of the Seller, the Buyer and the Company, are hereinafter individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS:


- (A) As of the execution date, the Seller, in aggregate holds **5,93,800** equity shares ("Sale Shares"), representing 51% of the paid up share capital of the "Company".
- (B) The Seller is desirous of selling the "Sale Shares" and the Buyer is desirous of purchasing the "Sale Shares" from the Seller, for an aggregate amount equal to the Sale Consideration (*as defined below*).
- (C) The Parties are now desirous of entering into this Agreement to record the terms and conditions on which, the Buyer shall purchase and the Seller shall sell the Sale Shares to the Buyer in the manner hereinafter contained.


NOW, THEREFORE, the Parties, in Sale Consideration of the mutual representations, warranties and covenants contained herein, and other good and


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valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

"Agreement" shall mean this Share Purchase Agreement, as may be amended from time to time;

"Business Day" shall mean a day on which scheduled commercial banks are open and working in their regular course of business in Mumbai;

"Closing" shall have the meaning set out in Section 4.2 of this Agreement;

"Closing Date" shall have the meaning set out in Section 4.1.1 of this Agreement;

"Confidential Information" shall mean and include without limitation documents and details or particulars whatsoever pertaining to the sale purchase of the Sale Shares envisaged in this Agreement or the business of the other Party, but shall not include any information which is in public domain;

"Encumbrance" shall mean any mortgage, charge, pledge, or any pre-emptive right, option, covenant, restriction, privilege, claim, right or security interest, whether imposed by contract, understanding or Law;

"Exit Date" shall mean completion of sale & purchase of Sale Shares by the purchasers from Sellers in accordance with the terms of this Agreement, in particular (including but not limited to) the provisions of clause 3.2;

"Intercompany Loan" means any loan or deposits paid by the Seller or its Affiliates to Company.

"Law" or "Applicable Law" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange of India or overseas;

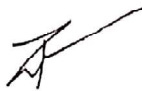
"PADPL Resigning Directors" means Mr. Chaitanya Rathi and Mr. Deepak Bhatnagar.

"Sale Consideration" shall have the meaning set out in Section 3 of this Agreement; and

"Sale Shares" shall have the meaning set out in Recital A of this Agreement.

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1.2 Interpretation


- 1.2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted from the date hereof and to delegated legislation made under the provision from time to time.
- 1.2.2 The meanings set forth for defined terms in this Section and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.
- 1.2.3 The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to the entire Agreement or specified Sections of this Agreement, as the case may be. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- 1.2.4 All references in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any side letters executed in connection therewith, except as otherwise provided in this Agreement.
- 1.2.5 The headings/captions of the several Sections and clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein. All references to Sections are to Sections of this Agreement.
- 1.2.6 Time is of the essence in the performance of the Parties' respective obligations. Any time period specified herein may be extended only if confirmed in writing by the Parties, and such extended time shall also be of the essence.
- 1.2.7 The performance of the obligations of each of the Parties to this Agreement is subject to and shall be performed in accordance with Applicable Laws.


2. SALE AND PURCHASE


2.1 Waiver of Pre-Emptive Rights.


The Sellers hereby waive, for themselves any rights of pre-emption conferred on them by or under the Articles of Association or otherwise for the sale/transfer of the Sale Shares to the Buyers in accordance with the provisions of this Agreement.


Subject to the terms and conditions of this Agreement and requirements under Applicable Law, the Buyer hereby agrees to purchase from the Seller and the Seller hereby agrees to sell the Sale Shares free from all


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encumbrances, together with full legal and beneficial right, title and interest to the Buyer on or before the Exit Date on the terms and conditions contained in this Agreement.

3. SALE CONSIDERATION

3.1 The aggregate Sale Consideration for the sale of all the "Sale Shares" i.e. 5,93,800 shares shall be Rs.50,00 per share from the Seller to the Buyer constituting an aggregate consideration of Rs.2,96,90,000/- (Rupees Two Crores Ninety Six Lakhs Ninety Thousand Only) ("Sale Consideration"). The Buyer shall pay the Sale Consideration to the Seller in the manner set out in Section 3.2 below subject to deduction at source of any tax.

3.2 The parties shall follow and adhere the following timelines -

- 3.2.1 This SPA to be Sign off by all parties on or before 30th April, 2021
- 3.2.2 To Sign off Distribution Agreement on or before 30th April, 2021
- 3.2.3 Sale Consideration to be payable in following manner -
- First Instalment - 33% payment - on or before 30th April, 2021
 - Second Instalment - 33% payment - on or before 15th May, 2021
 - Third Instalment - 34% payment - on or before 31st May, 2021
- 3.2.4 Sale Shares transfer to be commence on 1st June, 2021
- 3.2.5 SVPL Director Mr. Deepak Bhatnagar and Mr. Chaitanya Rathi to be resign from BOD of "Company" on 1st June, 2021
- 3.2.6 To complete entire transaction on or before 2nd June, 2021

4. CLOSING MECHANISM

4.1 Closing

- 4.1.1 The Seller shall cease its rights as a holding company in all respect from end of day of 31st March, 2021 ("Closing date") and shall have no right, title, claim or interest whatsoever in the aforesaid shares subject to ratification / approval of these terms in respective board meeting and receipt of entire sale consideration as agreed in clause-3.2.3 The Purchaser/s shall become the absolute owner from 1st April, 2021 of the said Shares and complete all necessary formalities in the ROC or with any authority upon full payment.
- 4.1.2 The Closing shall take place at such place and time as the Parties may agree to, upon completion of closing actions.

4.2 Closing Actions

- 4.2.1 The Buyer shall pay the Sale Consideration by way of cheques (or electronic transfer) issued in favour of the Seller with the Sale Consideration upon execution of this agreement and transfer of shares whichever is earlier;
- 4.2.2 The Seller shall deliver to the Buyer, the share certificates representing the Sale Shares along with the duly executed share transfer forms;
- 4.2.3 The Seller shall provide the purchasers with certified copies of the resolution duly passed by the Seller's Board approving the execution,

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delivery and performance by Seller of this Agreement;

4.2.4 The Buyer shall provide the Seller with certified copies of the resolution duly passed by the Buyer's Board approving the execution, delivery and performance by Buyer of this Agreement;

4.2.5 The Buyer shall cause the Company to repay the intercompany loan, if any to the Seller and / or its Affiliates. Also credit Guarantees provided by the Seller will cease to be effective from the date of execution and will stand withdrawn.

4.2.6 The parties agree that the date on which the actions envisaged in Section 4.2 are completed, shall be the closing date.

4.3 After the closing date:

4.3.1 The Board of Directors of the Company will take note of the transfer of the relevant Sale Shares from the Seller to the Buyer and shall record the name of the Buyer as the registered owner of Sale Shares in the register of members;

4.3.2 The Company shall take such other actions as may be required under its articles of association or under any Applicable Law for the time being in force, in respect of the completion of the transaction under this Agreement.

4.3.3 The "PADPL Resigning Directors" shall tender their signed and dated resignation letter, effective as of close of the business on the exit date, resigning from the Board of Progressive Alcobev Distribution Private Limited and the "Company" shall issue release letter in favour of the "PADPL Resigning Directors" in the format as set out in Schedule PADPL will release a letter accordingly in favour of seller.

4.3.4 The seller will cease to hold after closing date any past and future responsibility and liabilities, market liabilities, outstanding's, bad debts, Statutory dues or demands, Income tax notices/demands, cost, penalties, expenses etc. and same will be in account of buyer and Seller is not responsible in any manner whatsoever nature including but not limited to payment or submission etc.


4.3.5 The Company shall convene a meeting (or meetings) of the Board (or a duly constituted committee thereof) of Company to:

(i) take on record the resignation of "PADPL Resigning Directors";

(ii) take on record the transfer of Sale Shares from the Seller to Buyer;


(iii) approve and take on record the termination, cancellation and/or revocation to the fullest extent permitted by Applicable Laws, of all and any Guarantee and/ or Indemnity provided by the Seller and / or its Affiliates in favour of the "Company"

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- 4.3.6 "Company" shall certify to the "Seller" that the relevant actions described under Clause 4.3 (a) to (d) have been duly taken and shall provide the Seller with certified copies of each of such resolutions.
- 4.3.7 Within a period of 3 Business days from the "exit date", Company shall file with ROC the requisite form(s) and filing(s), as may be required in connection with the transactions contemplated hereunder.
- 4.3.8 Necessary filings shall be made with the Registrar of Companies to intimate the changes in Management and shareholding of the Company under the provisions of the Companies Act, 2013.

5. REPRESENTATIONS AND WARRANTIES AND INDEMNITY

5.1 General Representations and Warranties

Each Party represents, warrants and undertakes to the other Party that:

- 5.1.1 it has the power to enter into and perform and comply with its obligations under this Agreement (whether by contract or otherwise);
- 5.1.2 its entry into and/or performance of or compliance with its obligations under this Agreement do not and will not result in a breach of (i) any law to which it is subject, or (ii) any agreement or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or which is binding on it or its assets;
- 5.1.3 it is duly incorporated and validly existing under the laws of the place of its incorporation and has full power, authority and legal right to own its assets and carry on its business and it is not in receivership or liquidation nor has taken any steps to enter liquidation and no petition has been presented for its winding up and there are no grounds on which a petition or application could be based for its winding up or for an appointment of a receiver to it; and
- 5.1.4 its obligations under this Agreement are valid, binding and enforceable in accordance with the terms of this Agreement.

5.2 Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Buyer and the Company that:

- 5.2.1 the Sale Shares are and will on Closing date be free from any Encumbrances whatsoever; and
- 5.2.2 there are no documents in respect of the Sale Shares, save and except those mentioned in this Agreement, and there are no indemnities / arrangements / covenants adversely impacting or prejudicing the

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transaction contemplated in this Agreement:

5.3 Indemnity

Each Party hereby agrees to indemnify and hold the other Party harmless from and against any liability, claim, damage, loss, penalty, cost or expense (including, without limitation, reasonable attorneys fees and costs of appeal) arising out of (a) any wilful breach of any covenants by such Party in this Agreement; and/or (b) breach of any representations and warranties provided by any Party in this Agreement.

Notwithstanding anything contained in this Agreement, Buyer undertakes and agrees that Seller or Seller's directors, employees, officers and Affiliates shall not be liable for any claim or liabilities with respect to the "Company" after execution of this Agreement which may have accrued / arisen before or after execution of this Agreement. The Buyer indemnifies the seller and its affiliates from any such claim or liabilities including but not limited to statutory dues, Tax payment, statutory non-compliance, penalties, fines, etc.

5.4 No Implied Warranties

Other than as has been expressly stated in this Agreement, the Seller has, nor shall be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares. Save as provided herein, the Seller is not providing, nor is deemed to have provided by this Agreement or any other document, an indemnity to the Buyer and the Company in any respect.

6. EFFECTIVE DATE AND TERMINATION

6.1 This Agreement shall become effective from 31st March, 2021 and shall continue till such time that the Parties hereto mutually agree to terminate this Agreement.


6.2 Without prejudice to Section 6.1 above, this Agreement may be terminated, and the transactions contemplated hereby abandoned, by the non-defaulting Party, upon the other Party committing a default under this Agreement, with such default not being remedied within [30 (Thirty)] days of receipt of notice thereof from the non defaulting Party.

6.3 Upon the termination of the Agreement in the manner set out in this Section 6, the arrangement between the Parties shall stand terminated and neither Party shall have any further obligations under this Agreement.

6.4 The right to terminate under Section 6.2 shall be without prejudice to all the rights and remedies under law available to a non defaulting Party including but not limited to the right to seek, as an alternative to termination, specific performance of obligations under this Agreement or terminate this Agreement and seek damages from any Party for the breach committed during the period prior to such termination.


6.5 The provisions of Section 5.3 (Indemnity), Section 7 (Confidentiality).

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Section 8 (*Dispute Resolution*), Section 9 (*Governing Law*), and Section 10 (*Miscellaneous*) as are applicable or relevant thereto, shall survive the termination of this Agreement.

7. CONFIDENTIALITY

7.1 The Parties agree that they shall at all times keep confidential all information, including the existence of this Agreement, which any of them may acquire in relation to the business of any other Party or otherwise in connection with the transactions envisaged hereunder, provided that such Party may deliver or disclose Confidential Information to (i) such Party's representatives or Affiliates who agree to hold confidential the Confidential Information, (ii) any other Party(ies) hereto, (iii) any governmental authority to the extent required by Applicable Law as prevailing and in force from time to time, or (iv) any other person to whom such delivery or disclosure may be necessary or appropriate to comply with any Applicable Law as prevailing and in force from time to time, or in response to any order of court or pursuant to other legal process, provided that, in the cases of sub-Sections (iii) and (iv), such Party shall provide each other Party with prompt written notice thereof. Each of the Parties shall ensure that their respective officers, employees, agents and representatives observe the same degree of confidentiality.

7.2 The provisions of this Section 7 shall survive the termination of this Agreement.

8. DISPUTE RESOLUTION

8.1 Amicable Resolution


In the event of any dispute or difference between the Parties in respect of or concerning or connected with the interpretation or implementation or arising out of this Agreement or any Section or provision hereof, or relating to the termination hereof, then such dispute or difference shall in the first instance be resolved amicably by representatives of the Parties. In the event that a resolution of the dispute or difference is not achieved within 30 (thirty) days from the date such dispute or difference arises, each of the parties agrees to submit the dispute to an arbitration panel of three arbitrators. Each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The arbitration shall be held in Mumbai, India, in accordance with the Arbitration and Conciliation Act, 1996 (As amended) and all arbitration proceedings shall be conducted in the English language.

The Arbitration Award shall be final and binding on the parties and the award shall be enforceable in any court of competent jurisdiction.


8.2 Continuance of Obligations


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Notwithstanding the existence of any dispute or difference between the Parties which is referred to mediation or, as the case may be to arbitration, the Parties shall, during the pendency of the mediation or, as the case may be , arbitration, continue to act on matters under this Agreement which are not the subject matter of the dispute or difference as if no such dispute or difference had arisen, to the end and intent that the business and operations of the Company are not affected during the pendency of such mediation or arbitration.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India. Without giving effect to the principles of conflict of laws thereunder. Subject to the provisions of Section 8 and for such matters which the Court may have jurisdiction under and in respect of any arbitration proceedings, and subject further to Applicable Laws in this regard, this Agreement shall be subject to the exclusive jurisdiction of the Courts in Mumbai.


10. NON-SOLICITATION

- 10.1 With effect from the execution date and for a period of 3 years from the closing date, the Buyer shall not and shall ensure that its subsidiaries do not directly or indirectly: (i) hire or solicit or attempt to hire or solicit the employment of any officer, director or employee of Seller or induce or attempt to induce any officer, director or employee of Seller to leave the employment or otherwise interfere in any manner with the contractual, employment or other relationship of such persons (ii) induce or attempt to induce any client, customer or distributor of Seller.

11. MISCELLANEOUS

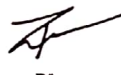
- 11.1 This Agreement shall be specifically enforceable at the instance of any Party. Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Law in respect of such breach will be inadequate (each Party hereby waives the claim or defence that an adequate remedy at Law is available) and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.
- 11.2 The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right


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for recovery of the amounts due under this Agreement and related costs and a right for damages.

- 11.3 This Agreement shall be executed in several counterparts, all of which shall constitute one and the same agreement.
- 11.4 The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of the other provisions hereof.
- 11.5 All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by prepaid registered post A/D addressed to the intended, recipient thereof at its address given below or to such address as any Party may, from time to time, notify to the other Parties.

To the Buyer: Progressive Alcobev Distribution Pvt. Ltd.

Address: Flat no.101, Plot no. 4A & 4B Sec-26,
Progressive Viva, Vashi, Navi Mumbai,
Thane, Maharashtra 400705, India

To the Seller: Sula Vineyards Pvt. Ltd.

Address: 901, Hubtown Solaris,
N.S. Phadke Marg, Andheri (East),
Mumbai 400 069


To the Company: Progressive Alcobev Distribution Pvt. Ltd.

Address: Flat no.101, Plot no. 4A & 4B Sec-26,
Progressive Viva, Vashi, Navi Mumbai, Thane,
Maharashtra 400705, India

Any such notice, demand or communication shall be deemed to have been duly served if given personally, on delivery thereof to the address of the recipient with acknowledgement of receipt, or if given by registered post A/D, 7 working days after posting the same by registered post.


- 11.6 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein. All costs in relation to this Agreement and stamp duty payable on the Agreement and share transfer forms shall be borne by the Buyer.
- 11.7 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.
- 11.8 Each of the Parties undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be


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executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

- 11.9 The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by applicable Laws or otherwise.
- 11.10 No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.
- 11.11 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remed

(Signature page follows)

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IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

SIGNED AND DELIVERED for and on
behalf of
SULA VINEYARDS PRIVATE LIMITED
Mr. Chaitanya Rathi



Witness -

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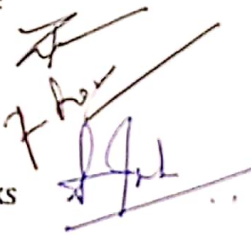
2.

SIGNED AND DELIVERED by:

1. MR. PRAVIN ILANGO

2. MR. RAKSHIT ARORA

3. MRS. SEJAL FREDERICKS



Witness -

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SIGNED AND DELIVERED for and on
behalf of
PROGRESSIVE ALCOBEV DISTRIBUTION
PRIVATE LIMITED
MR. PRAVIN ILANGO




Witness -

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PERCENTAGE SHAREHOLDING PATTERN OF THE COMPANY ON THE CLOSING DATE (BEFORE AND AFTER CLOSING DATE)

PART A

BEFORE CLOSING DATE

PROGRESSIVE ALCOBEV DISTRIBUTION PRIVATE LIMITED

Sr. No	Name of Shareholder	Number of Shares	% of entire Share Capital
1.	Sula Vineyards Pvt. Ltd	5,93,800	51%
2.	Mr.Pravin Ilango	2,85,256	24.5%
3.	Mr. Rakshit Arora	2,85,256	24.5%
TOTAL =		11,64,312	100%


PART B

AFTER CLOSING DATE

PROGRESSIVE ALCOBEV DISTRIBUTION PRIVATE LIMITED


Sr. No	Name of Shareholder	Number of Shares	% of entire Share Capital
1.	Mr.Pravin Ilango	5,23,940	45%
2.	Mr. Rakshit Arora	5,23,940	45%
3.	Mrs. Sejal Ferdericks	1,16,432	10%
TOTAL =		11,64,312	100%


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