

DRAFT

THIS AGREEMENT MADE AT Vadodara this ____ day of ____, 20____
(_____)

BETWEEN

JYOTI LIMITED, an existing Company under the Companies Act, 1956 and having its Registered Office at Nanubhai Amin Marg, Industrial Area, P.O. Chemical Industries, Vadodara-390003 hereinafter called "the Company" (which expression so far as the context will admit, will include its successors and assigns) of the ONE PART.

AND

MR. RAHUL NANUBHAI AMIN (Rahul Amin), an adult inhabitant of Vadodara, hereinafter called (Mr. Rahul Amin for brevity) of the OTHER PART.

WHEREAS the Board of Directors of the Company at their meeting held on 14th February, 2019, have unanimously RESOLVED to reappoint Mr. Rahul Amin as Managing Director of the Company for a further period of three years with effect from 25th June, 2019 subject to the approval of the Shareholders and such other approval as may be necessary.

AND WHEREAS the Company could not get the pre-requisite approval from all the Secured Creditors, before the date of Annual General Meeting i.e. 28th November, 2019, and therefore the Resolution No. 3 of the notice of 75th Annual General Meeting dated 26th September, 2019 pertaining to re-appointment of Mr. Rahul Amin as Managing Director of the Company was not placed for approval before the Shareholders and was withdrawn and accordingly Mr. Rahul Amin ceased as Managing Director of the Company w.e.f. 28th November, 2019.

AND WHEREAS the Board of Directors at its meeting held on 10th December, 2019 appointed Mr. Rahul Amin again as Managing Director of the Company for a period of three years w.e.f. 10th December, 2019 subject to the approval

of the Shareholders in the forthcoming General Meeting and such other approval as may be necessary.

AND WHEREAS while granting approval for appointment of Mr. Rahul Amin as Managing Director of the Company w.e.f. 10th December, 2019 for a period of three years, as approved by the secured creditors the Remuneration has been capped at ₹12,00,000/- (Rupees Twelve Lacs only) p.a. including other perquisites.

AND WHEREAS the Nomination and Remuneration Committee and the Board of Directors of the Company in their respective meeting held on 25th May, 2020 approved the terms and conditions of Mr. Rahul Amin as Managing Director of the Company w.e.f.10th December, 2019 for a period of three years as approved by the secured creditors.

AND WHEREAS the Shareholders at the General Meeting of the Company held on _____ have approved the appointment of Mr. Rahul Amin as Managing Director of the Company for a period of three years with effect from 10th December, 2019 on the terms and conditions hereinafter mentioned.

AND WHEREAS Mr. Rahul Amin has consented to act as Managing Director of the Company on the terms and conditions as to remuneration and otherwise hereinafter mentioned.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. Rahul Amin shall act as Managing Director of the Company for a period of three years commencing from 10th December, 2019 and as Managing Director he shall perform the duties and exercise the powers hereinafter mentioned as also such power which from time to time may be assigned to or vested in him by the Board of Directors of the Company.
2. During the said period of three years, the said Managing Director shall neither be retireable by rotation nor liable to be removed from his office on any ground or for any reason whatsoever save and except of his being found guilty of willful fraud in the management of the business of the Company and in the discharge of his duties as Managing Director and such removal shall be effected by Special Resolution of the Company passed after such fraud is proved to have been committed.
3. The Managing Director shall devote his time and attention to the business of the Company unless prevented by ill-health and shall from time to time exercise the powers and carry out the duties as hereinafter

provided and/or delegated by the Board of Directors of the Company from time to time and that the Managing Director undertakes to promote the interest and welfare of the Company to the best of his ability and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Board of Directors of the Company.

4. REMUNERATION AND PERQUISITES:

Mr. Rahul Amin as a Managing Director of the Company shall be entitled to remuneration and perquisites as mentioned hereunder:

Salary

₹ 75,000 (Rupees Seventy Five Thousand only) per month.

Perquisites and Allowances

In addition to salary, the Managing Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent allowance in lieu thereof, reimbursement of expenditure or allowances in respect of maintenance, utilities such as gas, electricity, furnishings and repairs of the house, medical reimbursement, medical insurance and leave travel concession for self and his family including dependents, personal accident insurance, club fees and such other perquisites, benefits and allowances in accordance with Rules of the Company. The aggregate of aforesaid perquisites and allowances will be restricted to ₹ 25,000/- (Rupees Twenty Five Thousand Only) per month.

“Family” mentioned above means the spouse and dependent children of the Managing Director.

For the purpose of calculating the above ceilings, perquisites shall be evaluated as per Income Tax Rules, wherever applicable. In the absence of any such Rules, perquisites shall be evaluated at actual costs.

Provision of car with driver for use for the Company’s business and telephone facility at the Managing Director’s residence, reimbursement of expenses including entertainment expenses will not be considered as perquisites.

Compensation

If before the expiry of the Agreement, the tenure of his office as Managing Director is determined, he shall be entitled to compensation for the loss of office subject to the provisions of Section 202 of the Companies Act, 2013.

5. POWER OF MANAGING DIRECTOR

Subject to the direction and supervision of the Board of Directors of the Company and subject to the relevant provisions of the Companies Act, 2013, and other statutes applicable to the Company, the Managing Director shall look after the general conduct of the business of the Company in all the important areas of operations including matters related to business development. He shall also have and exercise of such powers, authorities and directions as may from time to time be delegated or entrusted to him by the Board of Directors. In exercising any power or doing any act or thing, the Managing Director shall be subject to the provisions of the Companies Act, 2013 and/or any other Act and or the Memorandum and Articles of Association of the Company and/or any Regulations including Regulations made by the Company in General Meeting and/or by the Board of Directors at the Meeting of the Board.

The powers and duties of the Managing Director are generally defined herein to facilitate acting upon the same for administrative convenience:

- 1) To draw short term & long term plans and programmes for the Company.
- 2) To formulate Annual Budget and to take all necessary steps to achieve budgeted targets relating to production, sales, profits, etc.
- 3) To organize the operations and activities of the Company so as to meet various targets relating to production, sales, profits, etc.
- 4) To have overall supervision on the working of the various functional Departments and co-ordinate various functions for satisfactory conduct of the Company's activities/business.
- 5) To draw specific programmes for absorbing technological developments for upgradation of Company's products and infrastructure.
- 6) To report to the Board of Directors periodically on the performance of the Company.
- 7) To deal with the Government and various Financial and Banking Agencies in securing financial assistance and other business

accommodations required by the Company in meeting the operational requirements as also to pursue plans & programmes of the Company.

- 8) In accordance with the approval of Board of Directors to open and operate upon the Banking Accounts of the Company to draw, make, accept, sign, execute, endorse, discount, negotiate, issue, sell and assign cheques, drafts, bills of exchange, promissory notes, hundies, bonds, bills of lading, railway receipts, dock warrants and other negotiable or transferable instruments or securities and to purchase, sell, endorse or surrender for renewal any Government promissory notes or loans or authorised securities or other securities whether of the Government of India, or any other Government or any Municipality or local body or authority or otherwise whatsoever.
- 9) To make arrangements and commitments for procurement of materials, goods or services required for Company's operations and activities.
- 10) To decide on the tenders/offers to be submitted to various parties in furtherance of Company's business.
- 11) To initiate actions necessary to secure orders and increase the revenue of the Company from sales and other sources.
- 12) To appoint, remove or suspend Managers, Officers, Clerks, Workmen and appoint/discontinue Advocates, Solicitors, Consultants, Retainers for expert and specialized services required by the Company.
- 13) To deal on all matters relating to labour and negotiate and reach at settlement with the Labour Representatives/Union for better industrial relations in contributing to the higher efficiency and productivity.
- 14) To oversee Personnel matters and General Administration of the Company as also establishment matters for human resource development and well being of the employees.
- 15) To purchase, taken on lease, or otherwise acquire for Company, any movable or immovable property, rights or privileges.

- 16) To erect, construct, maintain, alter and extend building, houses, factories, offices, warehouses and workshops and other premises, etc.
- 17) To insure all the property of the Company, for such purposes and to such extent as may be necessary.
- 18) To extend and allow time for the payment or satisfaction of any debts due to or by the Company and any claims or demands of or against the Company as may be necessary or proper in the best interest of the Company.
- 19) To make and give receipts, releases and other discharges for all moneys payable to the Company and for the claims and demands of the Company.
- 20) To represent the Company before Government and various Bodies, as may be necessary in the conduct of the business.
- 21) To enter into arrangements with any Government or Semi-Government Authority, Municipal, Local or other Bodies Corporate, etc. and to obtain from such Government or Authority rights, concessions, allowances, licenses and privileges.
- 22) To execute, become party to and where necessary, cause to be registered all deeds, agreements, contracts, receipts and other documents on behalf of the Company.
- 23) To institute, conduct, defend, compromise, refer to arbitration or abandon any legal or other proceedings, claims and disputes by or against the Company.
- 24) To execute and give all such bonds, undertakings, guarantees, indemnities, covenants as may be required in connection with the Company's business.
- 25) To execute swear, declare and register all deeds, affidavits and other writings in relation to the Company's business.
- 26) To appear before the Registrar of Assurances and other Authorities for registration of documents, contracts, etc.
- 27) To apply for and obtain letters, patents or registration of trade marks and protect the Company's rights in this behalf.

- 28) To enter into negotiations and contracts and rescind or vary all such contracts and execute and to do all acts, deeds and things in the name and on behalf of the Company as may be necessary, expedient or proper for and in the interest of the Company.
- 29) To sell, re-sell, purchase, repurchase, import and export all articles or things necessary or expedient for the business of the Company either for cash or on credit for present or for future delivery and to advance moneys upon or for the purchase of goods and other articles required for the purposes of the Company.
- 30) To do every thing necessary and incidental for furtherance of the interest of the Company.
- 31) To delegate all or any of the powers, authorities and discretions for the time being vested in him to any Senior Managers/Officials and withdraw such powers.

6. NOT TO BE INTERESTED

The Managing Director shall not, so long as he functions, as such, become interested or otherwise concerned directly or through his wife, or minor children in any Selling Agency of the Company without the prior approval of the Central Government.

7. APPOINTMENT TO CEASE

The appointment of the Managing Director made under this Agreement shall cease and determine upon the contravention of the aforesaid provisions contained in paragraph 6 above.

8. COMPENSATION FOR LOSS OF OFFICE

If before the expiration of this Agreement, the tenure of office of the Managing Director is determined by any reason whatsoever, the Managing Director shall, subject to the provisions of Section 202 of the Companies Act, 2013, be entitled to, by way of compensation for the loss of office, the amount equivalent to the remuneration which he would have earned if he had been in the office for the unexpired residue of his term or for three years, whichever is shorter, calculated on the basis of average remuneration actually earned by him during the period of three years immediately preceding the date on which he

ceased to hold office or where he held the office for a lesser period than three years, during such period.

9. MERGER/AMALGAMATION

In the event of the Company being at any time during the continuance of this Agreement wound up for the purpose and with the object of transferring its business to another Company, the Company doth hereby bind itself to make it one of the terms and stipulations of its Agreement for such transfer of its property and business to such other Company that such Company shall appoint Mr. Rahul Amin as the Managing Director of such Company with the like powers and authorities to him as aforesaid and on the same terms and conditions as to remuneration or otherwise as are herein contained AND IT IS HEREBY AGREED AND DECLARED that save and except with such conditions and stipulations as one of the terms of the sale and transfer thereof the Company will not sell and transfer its business to the Company.

10. DEATH/RETIREMENT

In the event of death, retirement or dismissal of the Managing Director, the Board may at its discretion, and if necessary, appoint any other person as a Managing Director in place of the deceased, retired or dismissed Managing Director on the same or such other terms and conditions as the Board may deem fit.

11. PAYMENT OF DUES ON DEATH

In case of Managing Director's death in the course of his employment with the Company, the Company shall within one month of his death pay to his legal representatives the salary and other emoluments payable for the then current month together with any such further sum as the Board in its sole and uncontrolled discretion may determine.

12. ARBITRATION

All disputes and questions whatsoever which shall either during the continuance of these PRESENTS or afterwards arise between the parties hereto or between their respective/representatives or between any party hereto and the representatives of any other party touching this Agreement or the construction or application thereof or any clause or thing herein contained or as to any deed of any of the parties hereto or as to any other matter in any way relating to this Agreement or the rights, duties or liabilities of either party under this Deed shall be

referred to a single Arbitrator if the parties agree upon one otherwise to two Arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof for the time being in force.

IN WITNESS WHEREOF the Common Seal of the Company has been hereunto affixed and the said Agreement has been executed by Mr. S.S. Bhattbhatt, Director and Mr. Suresh Singhal, Vice President (Legal) & Company Secretary of the Company for and on behalf of the Company and Mr. Rahul Amin, the Managing Director has hereunto set their hands at Vadodara the day and the year first hereinabove written.

FOR JYOTI LIMITED

(RAHUL NANUBHAI AMIN)
MANAGING DIRECTOR

DIRECTOR

The Common Seal of Jyoti Limited has been hereunto affixed pursuant to the Resolution of the Board of Directors of the said Company passed on the 25th May, 2020 in the presence of Mr. S.S. Bhattbhatt, Director and Mr. Suresh Singhal, Vice President (Legal) & Company Secretary of the said Company who have in token there of set their respective hands hereto.
