

AGREEMENT

THIS AGREEMENT made at Ahmedabad on this _____ day of _____, 2022 between **STOVEC INDUSTRIES LIMITED** (CIN: L45200GJ1973PLC050790), a Public Limited Company, duly registered under the Companies Act, 1956 and having its registered office at N.I.D.C., Near Lambha Village, Post Narol, Ahmedabad - 382 405, Gujarat, India, hereinafter called the "**COMPANY**" (which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns) of the **ONE PART**

AND

Mr. Shailesh Wani, aged about 54, the Managing Director of the Company, inhabitant of Ahmedabad, hereinafter called the "**MANAGING DIRECTOR**", of the **OTHER PART**.

WHEREAS:

- (i) Mr. Shailesh Wani was first appointed as the **MANAGING DIRECTOR** of the **COMPANY** for a period of three (3) years w.e.f 1st October, 2013 and thereafter he was re-appointed consecutively twice in the year 2016 and 2019 by the board of directors of the Company for a further period of 3 (three) years each, followed by the approval of members of the Company for each such appointment. The present term of appointment of Mr. Shailesh Wani, Managing Director, shall expire on September 30, 2022. The Board of Directors of the Company considering, inter alia, the performance of **MANAGING DIRECTOR**, has re-appointed him in its meeting held on February 25, 2022, for a further period of 5 (five) years w.e.f. October 1, 2022, subject to the approval of Shareholders and **MANAGING DIRECTOR** has agreed for his re-appointment for said period of 5 years.

NOW THIS AGREEMENT WITNESSETH THAT THE FOLLOWING TERMS AND CONDITIONS HAVE BEEN AGREED UPON BY AND BETWEEN THE PARTIES HERETO:

- A.** This Agreement shall be subject to the approval of the Members at a General Meeting of the COMPANY and modifications, if any, suggested and agreed upon shall form part thereof.

B. APPOINTMENT AND POWERS

Mr. Shailesh Wani is appointed as the **MANAGING DIRECTOR** of the COMPANY and as a **MANAGING DIRECTOR** he shall have substantial powers of the management of the COMPANY. He shall perform duties and exercise such powers subject to the superintendence, control and direction of the Board of Directors of the COMPANY, subject to the provisions of the Articles of Association of the COMPANY and the Companies Act, 2013 or any amendments or re-enactments made hereafter.

He shall have the following powers:

1. To open or operate Bank account either singly or alongwith authorized officer(s) of the COMPANY and to draw, make and give receipts, releases and other discharges for moneys payable by the COMPANY.
2. To ask, demand, sue, recover all moneys, debts, dues, goods, wares, merchandise, properties on behalf of the COMPANY and to institute, conduct, defend and refer to arbitration, legal and other proceedings, claims and disputes with which the COMPANY is concerned and also authorized to sign, execute and deliver all such documents as deemed necessary.
3. To draw, sign, accept, endorse, discount, pay and negotiate cheques, bills of exchange, hundies, promissory notes, drafts and other negotiable instruments for the business of the COMPANY.
4. To sign and execute all bills of lading, custom bonds, policies of insurance and other shipping documents, relating to goods shipped for and on behalf of the COMPANY or forwarded by the COMPANY for sale elsewhere, and all documents required by the Excise Authorities, Customs Office, and such other Government Authorities and other carriers relating to the goods imported and/or exported on behalf of the COMPANY.

5. To appear and to represent the COMPANY in and before all Central and State Government Offices, various authorities including tax authorities, courts, tribunals, judicial authorities, Semi-Government Institutions and Trade Associations.
6. To execute and where necessary to cause to be registered all deeds, agreements, contracts, receipts and other documents with concerned authorities.
7. To make any declaration or affidavit in proof of any debt or debts due or claimed to be due to the COMPANY in any proceedings taken or hereafter to be taken by or against any person, firm or company under any Act or Ordinance for the time being in force, for the relief or otherwise against insolvent debtors including proceedings of the winding up of insolvent companies and to attend all meetings of creditors or appoint proxy for attending and voting under any such proceedings and to propose, second or vote for or against any resolution at any such meeting, and generally to act for the COMPANY in all proceedings including proceedings by way of bankruptcy or liquidation, by arrangement or by composition, which may be taken against any debtor of the COMPANY, as the MANAGING DIRECTOR shall think fit and in the interest of the COMPANY.
8. To pay or allow all taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or to become due and payable for or on account of the COMPANY'S assets and properties.
9. To purchase, acquire and/or procure any raw materials, components, stores, spare parts etc. from time to time or to sell or scrap any such raw materials, components, stores, spare parts etc. in the ordinary course of business of the COMPANY.
10. To authorize projects for the addition, replacement, sale, or disposal of any capital assets, tangible or intangible property of the COMPANY and to sell, give on lease any such assets including machinery, equipment in the ordinary course of business upto the limit of Rs. 1,000,000/- (Rupees One Million Only). For any transaction above this limit, Managing Director should have approval from SPGPrints Group Management and Board of Directors shall ratify the same.
11. Subject to the approval of the Board of Directors in that behalf to authorise projects for the acquisition or taking on lease of any items, tangible or

intangible property, for the COMPANY up to the limit as approved by the Board of Directors.

12. Subject to the prior approval of the Board of Directors and consent of at least one SPGPrints Nominated Director on the Board of the COMPANY, in that behalf, may be vide e-mail/facsimile, borrow moneys for and on behalf of the COMPANY within such limits as the Board of Directors may from time to time prescribe and for that purpose to sign and execute all deeds, documents and writings on behalf of the COMPANY and to do such other acts as considered necessary in the interest of the COMPANY.
13. To obtain temporary financial facilities limited to LC Backed Bills Discounting facility, for an amount not exceeding in aggregate Rs. 20,000,000/- (Rupees Twenty Million Only) in the ordinary course of business of the company in any calendar year, and to sign, seal and execute all necessary documents, affidavits, deeds, declarations, agreements and other papers relating to it as may be deemed necessary and as required by the Banks/Financial Institutions for the purpose of sanctioning the said temporary financial facilities and also authorized to delegate the powers to execute documents relating to it by way of a Letter of Authority on the letterhead of the COMPANY or vide e-mail, to some other officials of the COMPANY, as deemed fit by the MANAGING DIRECTOR. For obtaining any other temporary financial facilities other than LC Backed Bills Discounting facility, the MANAGING DIRECTOR shall have the prior approval of the Board of Directors of the COMPANY.
14. To invest and disinvest any of the funds of the COMPANY (otherwise than in Trusts securities) in fixed deposits with the recognized Bankers/Financial Institution and other instruments/bonds as may be prescribed by COMPANY'S Investment Guidelines or such other document as amended from time to time and as may be adopted by the COMPANY'S Board of Directors.
15. Subject to the COMPANY'S Memorandum and Articles of Association and the prior approval of the Board of Directors of the COMPANY, invest any funds of the COMPANY for extending the research or production activities of the COMPANY beyond the COMPANY'S then existing fields of technology.
16. Subject to the prior approval of the Board of Directors of the COMPANY, to issue options or warrants to purchase the capital stock of the COMPANY on such terms and conditions as may be determined by the Board of Directors.

17. Subject to the prior approval of the Board of Directors of the COMPANY, to sign and execute guarantee or stand surety on behalf of the COMPANY for the obligations of third parties on the terms and conditions and limits approved by the Board.
18. To enter into negotiations with the COMPANY'S Trade Union leaders or its representatives for the purpose of settling disputes for and on behalf of the COMPANY and also to represent the COMPANY at any meetings (formal or informal) with the COMPANY'S employees, agents, clerks or servants.
19. To deal with all matters relating to or otherwise connected with the provisions of various acts and rules and regulations which govern the COMPANY in its usual course of business and to represent and appear on behalf of the COMPANY before all concerned authorities under such acts, rules and regulations and to sign, seal, execute application(s), statements, claims, such other documents, returns, writings, papers, declarations, undertakings as deemed necessary and fit by the MANAGING DIRECTOR in the interest of the COMPANY.
20. To enter into, make, sign, seal, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, declarations, bonds, deeds, guarantees, promissory notes, indemnities, assurances, covenants and obligations, documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed and executed, delivered, acknowledged and performed for any of the purposes of these presents or in which the COMPANY is or may be a party or is in any way interested and which is not required to be executed under the common seal of the COMPANY and also authorized to delegate powers relating to signing and executing of documents, papers, agreements, contracts in the routine course of business by way of letter of authority on the letterhead of the COMPANY or vide e-mail to such other officials of the COMPANY as may be deemed fit by the MANAGING DIRECTOR.
21. To appoint or remove on behalf of the COMPANY such Consultants and Advocates as the MANAGING DIRECTOR shall deem fit and proper for representing the COMPANY before the various authorities, Tribunals and Courts.
22. After obtaining expert advice where the facts so deem fit, to compound, compromise and settle up to a limit of Rs. 25,00,000/- (Rupees Twenty-Five Lacs Only) for a given assessment year with Income Tax, GST , Excise, Customs and/or other taxing authorities or any other Tribunal, Court in respect of assessments/order made by them.

23. To apply for extension of time for payment or for installments for the payment of the amounts assessed and to be paid by the COMPANY towards Income Tax, Sales Tax/VAT, Excise, Customs and/or all other applicable taxes.
24. To sign all correspondence/documents on behalf of the COMPANY that may be necessary in the ordinary course of business of the COMPANY.
25. The MANAGING DIRECTOR shall not during the period of his employment, and without the prior consent in writing of the Board, engage or interest himself either directly or indirectly in the business or affairs of any other person, firm, company, body corporate or concern. The breach of this condition will invite immediate termination of his services without any notice or assigning any reason thereof. Further, he shall not, in any manner, whether directly or indirectly, use, apply or utilize his knowledge or experience for or in the interest of any such person, firm, company, body corporate or concern as aforesaid or any competing undertaking or business.
26. The MANAGING DIRECTOR shall not during the continuance of his employment or any time thereafter, divulge or disclose to any person or persons (except to those authorized by Company), firm, company, body corporate or concern, whatsoever or make any use whatever for his own or for whatever purpose, of any confidential information or knowledge obtained by him during his employment of the business or affairs of the COMPANY or of any trade secrets or secret processes of the COMPANY.
27. The MANAGING DIRECTOR shall not during the tenure of this agreement issue repurchase agreement, accept lease contracts from group companies, grant loan to third parties or enter into contract with consequential damages.
28. **AND** for more effectively removing any doubt which may arise as to the true meaning of these presents or as to the construction or application of the powers, authorities and discretions hereby conferred, the COMPANY hereby declares that the powers, authorities and discretion hereby conferred upon the MANAGING DIRECTOR shall not in any case be deemed to be revoked or limited by any such previously given powers, authorities and discretions or be deemed to be limited to such transactions and matters as are herein expressly mentioned but the same are intended to extend and shall in all cases extend to any other matters or transactions not herein previously mentioned or defined which in the ordinary course of the business of the COMPANY may by the said MANAGING DIRECTOR be deemed to be requisite or expedient to be done or performed except those

matters which are expressly required to be transacted in the General Meeting of Members or in the Meeting of Board of Directors of the COMPANY as per the Companies Act, 2013 or any amendments or re-enactments thereof and/or Memorandum and Articles of Association of the COMPANY.

AND GENERALLY to do all acts, deeds, matters and things and to exercise all rights, powers, authorities, duties and discretions as may be useful, necessary or expedient for the purposes of these presents and the COMPANY hereby agrees and undertakes to ratify and confirm all and whatsoever that the said MANAGING DIRECTOR shall lawfully do or caused to be done in the premises by virtue of these presents.

AND IT IS HEREBY DECLARED that the said MANAGING DIRECTOR in exercising the powers and authorities hereby conferred upon him shall confirm to the regulations and directions for the time being imposed or given to him by the COMPANY.

C. DIRECTIONS OF THE BOARD OF DIRECTORS

The MANAGING DIRECTOR shall unless prevented by ill health, throughout the said term, devote his full time and attention to the business of the COMPANY as may be required by the Board of Directors. It being understood that he is not being appointed as a MANAGING DIRECTOR of another company, and shall confirm, obey the directions from time to time of the Board of Directors of the COMPANY and in all respects and comply with the same in consonance with the regulations of the COMPANY and shall at all times well and faithfully serve the interests of the COMPANY and give his best to promote the same. He shall subject to superintendence and control of the Board of Directors carry out such duties as may be entrusted to him by the Board of Directors from time to time.

D. TERM OF OFFICE

Subject to the approval of the Members at a General Meeting of the COMPANY, the MANAGING DIRECTOR shall hold office as herein provided for a period of five (5) years w.e.f. 1st October, 2022. Upon expiry of this tenure of five years, the MANAGING DIRECTOR may be further re-appointed for such period and upon such terms and conditions as may be mutually decided between the MANAGING DIRECTOR and the Board of Directors of the COMPANY and subject to such statutory compliance(s) as may be required.

E. TERMINATION OF AGREEMENT:

The Agreement may be terminated by either party giving the other party six months' advance notice.

In case of MANAGING DIRECTOR leaving the COMPANY due to his own reasons prior to completion of the contract period; six months' notice or amount equivalent to six months' salary (monthly salary and annual cash benefits) in lieu thereof is payable by MANAGING DIRECTOR to the COMPANY. Similarly, if COMPANY decides to discontinue his services prior to completion of the contract period, six months' notice or amount equivalent to six months' salary (monthly salary and annual cash benefits) in lieu thereof is payable by COMPANY to MANAGING DIRECTOR.

F. CEASURE OF MANAGING DIRECTORSHIP:

If at any time the Managing Director

- a) Ceases to be a Director of the COMPANY for any cause(s) whatsoever; he shall cease to be the MANAGING DIRECTOR or vice versa.
- b) Ceases to be in the employment of the COMPANY for any cause(s) whatsoever, he shall cease to be a Director and Managing Director of the COMPANY.

G. REMUNERATION OF MANAGING DIRECTOR:

Remuneration of the MANAGING DIRECTOR is as per **Annexure 'A'**.

H. MANAGING DIRECTOR NOT LIABLE TO RETIRE BY ROTATION:

He shall not be liable to retire by rotation so long as he continues to hold office as MANAGING DIRECTOR.

I. ALTERATION OF TERMS AND CONDITIONS BY THE BOARD:

The terms and conditions of the said appointment and remuneration can in accordance with Schedule V of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 or any amendment(s) or re-enactment(s) made hereafter in this regard be altered and varied from time to time by the Board or committee thereof in consultation with the SPGPrints Representative Director on the Board of the COMPANY.

J. APPOINTMENT BY VIRTUE OF EMPLOYMENT IN THE COMPANY:

Mr. Shailesh Wani is appointed by virtue of his employment in the COMPANY.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, the month and the year first hereinabove written.

For Stovec Industries Limited,

**Signed, Sealed and Delivered by the
within named Mr. Shailesh Wani**

**Garrett Forde
Director
DIN:09040078**

**Shailesh Wani,
Managing Director
DIN:06474766**

ANNEXURE- 'A'

REMUNERATION OF MANAGING DIRECTOR :

1. **Salary:** Basic Salary of Rs. 5,22,731/- (Rupees Five Lac Twenty-Two Thousand Seven Hundred and Thirty-one only) per month. The Board of Directors shall have the power to give annual increment in CTC. The increase in remuneration shall be in accordance with the provisions of Schedule V and other applicable provisions, if any, of the Companies Act, 2013 or any statutory modification(s) or re-enactment(s) thereof.
2. **House Rent Allowance:** 50% of the Basic Salary per month.
3. **Supplementary Allowance:** Rs. 2,40,032/- (Rupees Two Lac Forty Thousand and Thirty-Two only) per month.

In addition the Managing Director shall be entitled to the following benefits:

- a) **Provident Fund and Gratuity** as per the statutory provisions.
- b) **Leave Travel Concession:** He will be entitled to Leave Travel Concession, of two months Basic Salary, once in a year, in accordance with the rules of the Company.
- c) **Medical Allowance:** Rs. 1,250/- (Rupees One Thousand Two Hundred and Fifty only) per month.
- d) **Attire Allowance:** Rs. 15,000/- (Rupees Fifteen Thousand Only) per month.
- e) **Mediclaime Insurance** for self, spouse and children under the Group Mediclaime Policy of the Company.
- f) He will be provided with Company maintained Car (with Driver, Fuel, Insurance, Maintenance and all other expenses) for attending his duties and Company's work.
- g) He will be entitled to all leave benefits as applicable to the Senior Executives of the Company, according to the rules of the Company, as may be modified from time to time.
- h) **Variable pay:** He will be eligible for variable pay not exceeding to 50% of annual fixed salary (as per the scheme applicable to Managing Directors' of SPGPrints Operating Companies) based on the targets achieved.