

महाराष्ट्र MAHARASHTRA

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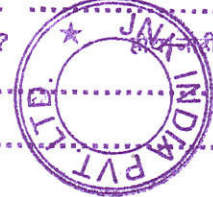
जोडपत्र - २

BX 627547



मुद्रांक विक्री नोंदवही
अनुक्रमांक 2880 दिनांक 1.1. APR 2023

वस्तुचा प्रकार -
इस्त नोंदणी करणार आहे का ?
भिळकतीचे थोडक्यात वर्णन -
मुद्रांक विक्रीत घेणाऱ्याचे नाव -
करले असल्यास त्याचे नाव,
पत्ता व सही -
इसत्या पत्रकाराचे नाव -
मुद्रांक शुल्क रक्कम - 1000/500
मुद्रांक विक्रीत घेतली (विक्रीत घेतली नसल्यास 'नसलेली' असे लिहावे).
मुद्रांक विक्रीत घेतल्यास पत्ता - जिल्हा कोषागार/ठाणेपिंग सेंटर
इकान नं. २४, अशोक नगर, कोल्हापूर जिल्हा, महाराष्ट्र,
ठाणे (प.) - ४०० ६०९.
परवाना मुद्रांक क्रमांक - ९२०९०९०



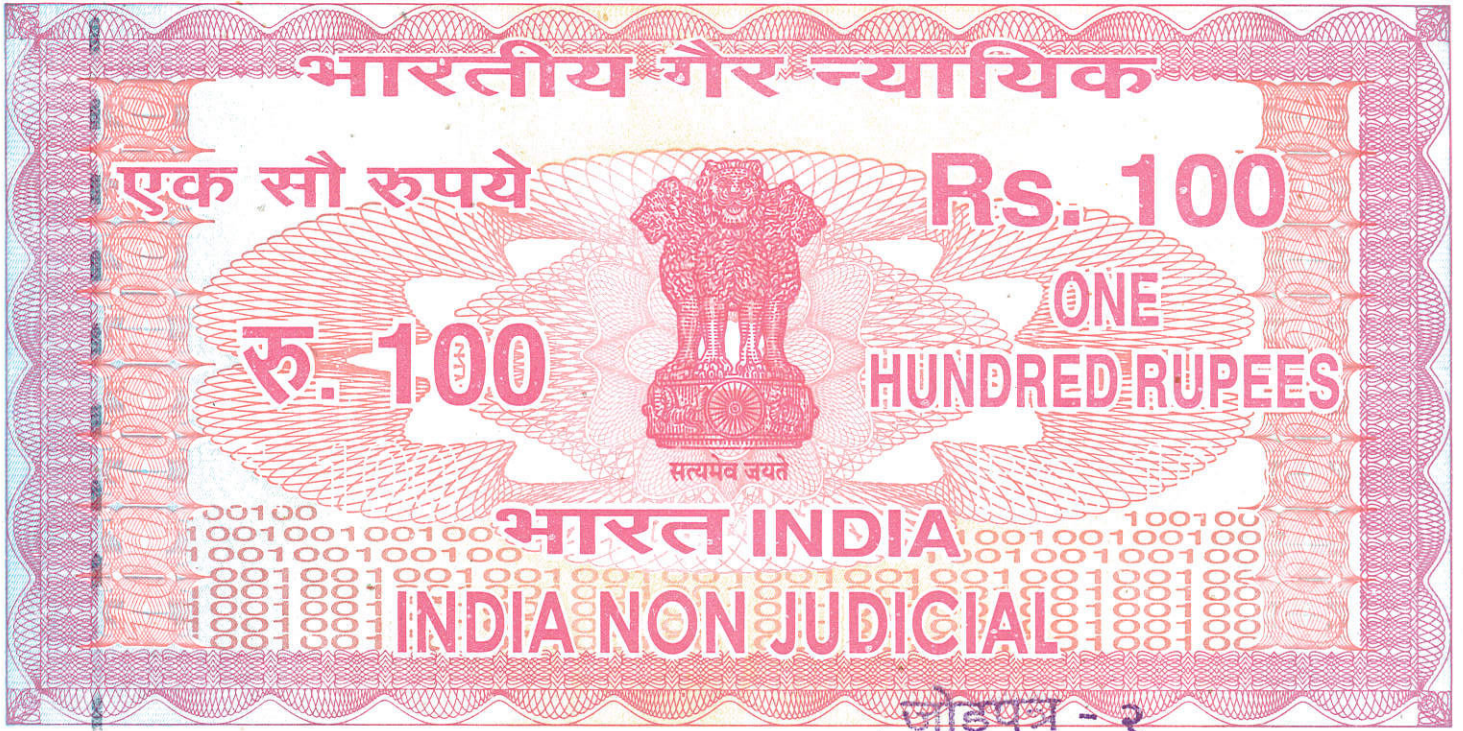
ज्या कारणामुळे कोणती मुद्रांक खरेदी केला त्यांनी त्याच कारणामुळे
मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.

"This Non Judicial Stamp Paper forms part of Agreement with Whole-time Director executed between JNK India Private Limited and Mr. Arvind Kamath on April 14, 2023."

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महाराष्ट्र MAHARASHTRA



2022 की नोंदवही 40AA 887284

क्रमांक २०४५ दिनांक

रकमाचा प्रकार -

इतर नोंदणी करणाऱ्या आहे का ?

मैलमळतीचे नोंदवयात करील -

पुस्तक निलंब घेणाऱ्याचे नाव -

हजेरे अक्षराने नोंदविले जाईल, शून्य नसले -

रकमा नोंदविले जाईल -

पुस्तक हजेरे अक्षराने - १०००/१००००

पुस्तक हजेरे अक्षराने (हजेरे अक्षराने) -

पुस्तक हजेरे अक्षराने - नोंद घेण्यासाठी/अवधिज सेंटर

पुस्तक हजेरे अक्षराने, कोठेही नोंदविले जाऊ शकते, नोंद घेण्यासाठी.

पुस्तक हजेरे अक्षराने - १०००/१००००

पुस्तक हजेरे अक्षराने - नोंद घेण्यासाठी/अवधिज सेंटर

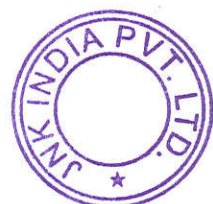
पुस्तक हजेरे अक्षराने, कोठेही नोंदविले जाऊ शकते, नोंद घेण्यासाठी.

11 APR 2023



"This Non Judicial Stamp Paper forms part of Agreement with Whole-time Director executed between JNK India Private Limited and Mr. Arvind Kamath on April 14, 2023."

Arvind Kamath



[Signature]

AGREEMENT WITH WHOLE-TIME DIRECTOR

Effective from April 1, 2023

AN AGREEMENT made this 14th day of April 2023

BETWEEN

JNK India Private Limited (CIN: U29268MH2010PTC204223), a Private Limited Company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Unit No. 203, 204, 205 & 206, Opp. TMC Office, Centrum IT Park, Near Satkar Hotel, Thane-West 400604, Maharashtra hereinafter referred to as "the **Company**" (which expression shall unless it be repugnant to the meaning or context thereof mean and include its successors and assigns) of the One Part;

AND

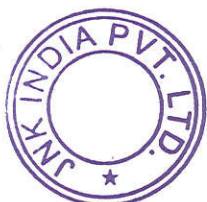
Mr. Arvind Kamath (DIN: 00656181), residing at 2004 Fiona, Hiranandani Estate, Off GB Road, Thane West - 400607, hereinafter referred to as the "**Whole-time Director**" of the Other Part;

WHEREAS the Board of Directors at its meeting held on April 12, 2023 appointed Mr. Arvind Kamath as whole-time director of the Company for a term of 5 years commencing from April 1, 2023 and approved the terms of appointment and remuneration at its same meeting and the Whole-time Director agrees to act as such on the terms mentioned below;

AND WHEREAS the parties are desirous of executing this agreement being these presents;

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

- I. Subject to the approval of the shareholders in a general meeting, the Company hereby appoints Mr. Arvind Kamath as the whole-time director of the Company and the Whole-time Director agrees to act as such for a period of five years with effect from April 1, 2023, on the remuneration and on terms and conditions as hereinafter provided.
- II. The Whole-time Director shall, unless prevented by ill-health, throughout the said term devote his whole time and attention to the business of the Company and carry out such duties as may be entrusted to him by the Board from time to time and exercise such powers as may be assigned to him subject to superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company including performing duties as assigned by the Board from time to time by serving on the Boards of such associate companies and/or subsidiaries or any other executive body or any committee of such companies.
- III. Subject to the supervision, directions and control of the board of directors of the Company and provisions of the Companies Act, 2013 and the Articles of Association of the Company, the Whole-time Director shall exercise such powers as may be delegated to him by the board of directors.
- IV. The Company shall subject to the ceiling limits laid down in section 197 of the Companies Act, 2013 (the "Act") and in accordance with the provisions of schedule V to the Act, as amended, pay to the Whole-time Director as from April 10, 2023, remuneration, comprising salary, benefits, perquisites, allowances, ex-gratia/incentive and commission as specified herein below, for his services as whole-time director as under:



1. Salary:

Salary of Rs. 25,00,000/- (Rupees Twenty Five Lacs) per month. The increments to the said salary will be decided by the Board from time to time and will be based on the performance of the Whole-time Director as well as on the basis of Company's performance, within the said maximum amount. The salary may be increased upto 10% each year as may be decided by the Board.

2. Benefits, Perquisites and Allowances:

(i) Car facility and telecommunication facility as per the Rules of the Company.

(ii) Medical Allowance, Leave Travel Allowance, Education Allowance, Personal Accident Insurance Premium.

(iii) Membership, including life membership fees of clubs (subject to maximum two clubs) as may be required.

(iv) Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity as per the Rules of the Company.

(v) Leave and encashment of unavailed leave as per the Rules of the Company.

(vi) The Company will reimburse Whole-time Director for or pay for actual and reasonable travel, entertainment, security, tax equalization or other expenses incurred pursuant to or in connection with the performance of duties.

3. Ex-gratia/ Incentive:

Whole-time Director will be paid ex gratia/ incentive as decided by the Board of Directors from time to time, taking into account the economic results and also Whole-time Director's personal performance and target achievement.

4. Commission:

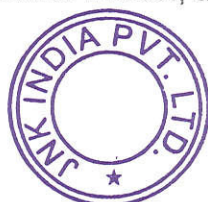
In addition to Salary, Benefits, Perquisites, Allowances and ex gratia/ incentive, Whole-time Director may be paid such remuneration by way of Commission, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Section 197. The specific amount payable to Whole-time Director will be based on his performance as evaluated by the Board and will be payable annually, after the Financial Statements have been approved by the Board.

5. Deduction of Tax at Source:

Remuneration shall be subject to deduction of tax at source and other statutory deductions as applicable.

6. Overall remuneration:

The overall remuneration of Whole-time Director in any one financial year shall not exceed 6% of the net profits of Company calculated as per Section 198 of the Act read with Section 197 and Schedule V of the Act and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, including any amendments or enactments thereof, as may from time to time be in force.



7. Minimum Remuneration:

Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of Whole-time Director, the Company has no profits or its profits are inadequate, the Company will pay remuneration by way of salary, incentive, commission, benefits, perquisites and allowances, as specified in Schedule V and other applicable provisions of the Act and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014., without further approval of Shareholders.

8. Insurance:

The Company will take appropriate Directors and Officers Liability Insurance Policy and pay premium for the same. The Company shall maintain such insurance cover for his entire term, subject to the terms and conditions of such policy in force from time to time. The Company will also take Key Man Insurance Policy for Mr. Arvind Kamath and pay premium for the same which will shall not form part of his remuneration.

9. Personnel Policies:

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company, shall also be applicable to the Whole-time Director, unless specifically provided otherwise.

10. Vacation:

Whole-time Director will be entitled to paid vacation in accordance with the Company's Vacation Policy.

11. Other terms

The terms and conditions of his appointment as the Whole-Time Director may be altered and varied from time to time by the Board as it may, in its discretion, deem fit, subject to applicable provisions of the Act, or any amendments made hereinafter in this regard, in such manner as may be agreed to between the Board and Whole-time Director, subject to such approvals as may be required.

12. The Whole-time Director is not entitled for any sittings fees for attending any meetings of the board of directors or committee thereof.

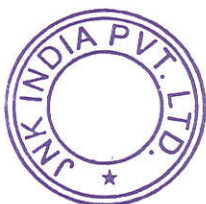
V. In the event, the Whole-time director ceases to be a director of the Company for any reason whatsoever, he will cease to be the whole-time director of the Company.

VI. If before the expiration of the said term, the tenure of office of the Whole-time Director is determined, the Whole-time Director shall be entitled in accordance with and subject to the provisions of the Act in that behalf, to compensation from the Company for the loss of office.

VII. The appointment may be terminated by either party by giving to the other party, six months' notice of such termination or the Company paying six months' remuneration, which shall be limited to provision of Salary, Benefits, Perquisites, Allowances, Ex gratia/ Incentive and any Commission (paid at the discretion of the Board), in lieu of such notice.

VIII. The Whole-time director shall be entitled to reimbursement of all expenses, which may be incurred by him for and on behalf of the Company.

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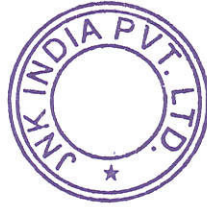
- IX. The Whole-time Director's appointment is subject to retirement of director by rotation. The whole-time director to retire shall be determined in the manner laid down in the Articles of Association of the Company and as may be decided by the board of directors of the Company. In case of re-appointment after retirement by rotation, it will not be considered as break in service.
- X. No regulation made by the Company in a general meeting or a resolution passed by the board of directors shall invalidate any prior act of the Whole-time Director of the Company, which would have been valid if the regulation or resolution had not been made or passed.
- XI. The Courts of Thane shall have the exclusive jurisdiction over all proceedings arising out of or in connection with this Agreement.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this Agreement at Thane in the presence of attesting witness, signing as such on the day, month and the year first above written.

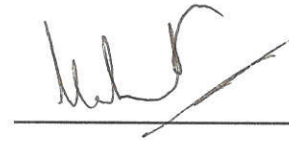
For JNK India Private Limited



Goutam Rampelli
Director
 DIN: 07262728
 1204 Yucca Bldg, Nahar Amrit
 Shakti Near Powai, Andheri (E),
 Mumbai - 400 072



SIGNED, SEALED AND DELIVERED
 by the within named Mr. Arvind Kamath



in the presence of:

1. ASHESH SONE
 702, A Wing, Shrinathdham CHS,
 L.B.S. Marg, Bhandrup (W), Mumbai-78



2. KATIVALYA MUSALE
 Bridayan Society,
 Thane (west) 400601

