



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL BEFORE THE NOTARY PUBLIC
AT BIDHANNAGAR
DIST.-NORTH 24 PARGANAS

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AGREEMENT

THIS AGREEMENT made on the 29th March, 2024 between Ganesh Infraworld Private Limited, a Company incorporated under the Companies Act, 2013 and having its Registered Office at HA-153, Sector-III, Salt Lake, Purbachal, North 24 Parganas, Kolkata - 700097 (hereinafter called "the Company") of the ONE PART

AND

Mr. Vibhoar Agrawal, son of Mr. Nemi Chand Agrawal, presently residing at 2nd Floor, GC-117, Sector-3, Saltlake City, Bidhannagar (M), North 24 Parganas, Kolkata - 700106 of the OTHER PART

WHEREAS Mr. Vibhoar Agrawal has given his consent for appointment as the Managing Director of the Company with effect from 1st April, 2024 for a period of 5 (Five) years;

AND WHEREAS his term of appointment will expire on 31st March, 2029;

AND WHEREAS at a meeting of the Board of Directors of the Company (hereinafter referred to as "the Board") duly convened and held on 29th March, 2024, Mr. Vibhoar Agrawal have appointed as the MANAGING DIRECTOR of the Company for a period of 5 (Five) years w.e.f. 1st April, 2024 pursuant to the provisions of Sections 196, 197, 203 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder, read with Schedule V to the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force) and at the remuneration and upon the terms and conditions hereinafter appearing.

GANESH INFRAWORLD PVT. LTD.

Rachita Agrawal
Director

RACHITA AGRAWAL
DIN-07935029

[Signature]
29 MAR 2024

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WHEREBY IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW

1. Mr. Vibhoar Agrawal shall serve the Company as a **Managing Director** for a term of 5 (Five) years with effect from 1st April, 2024, subject to the employment being previously determined in pursuance of any of the provisions of this agreement.
2. Mr. Vibhoar Agrawal be vested with substantial powers of management and shall function under the superintendence, direction and control of the Board of Directors of the Company.
3. During his employment under this Agreement, Mr. Vibhoar Agrawal shall devote his professional and business time and attention to the business and affairs of the Company and shall exert his best endeavors to promote its interests and welfare. He agrees to act in the best interests of the Company and to discharge duties diligently and faithfully.
4. Salary : A remuneration of Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand Only) shall be payable per month with such increase as may be determined by the Board of Directors of the Company from time to time as per the Rules of the Company.
5. Performance Incentive (PI) : PI shall become payable annually & subject to availability of profit and in compliance with the provisions of Companies Act and other regulatory provision, if any. Payment of PI is subject to the recommendation of the Board/other committees of the Company. Maximum 30% of gross remuneration (excluding the value of perquisites) for the financial year, subject to provisions of Companies Act and other regulatory provision, if any.
6. Perquisites: He shall also be entitled to the following perquisites which shall not be included in the computation of the ceiling on remuneration specified herein above:
 - (i) Leave Travel Concession : As per the provisions of Income Tax Act & as may be approved by the Board.
 - (ii) Membership & Club Fees : Reimbursement/ Direct payment of actual expenses.
 - (iii) Car & Telephone : One car with driver, requisite cell phone & land line for residence.
 - (iv) Insurance : Key man insurance premium for Sum Assured not exceeding Rs. 5.00 Crore (Rupees Five Crore Only).
 - (v) Others :
 - a) Leave as per rules & policy of the Company but more than one month's leave for every twelve months' of services. However, encashment of any leave or accumulated leave for the board member is expressly prohibited.
 - b) He shall be entitled to reimbursement of travelling, entertainment and all other expenses on actual basis incurred for legitimate business need of the Company but subject to policies rules of the Company framed from time to time.
 - c) He shall be reimbursed out of pocket expenses as may be incurred by him while discharging his duties in his capacity as an Executive Chairman.

GANESH INFRAWORLD PVT. LTD.

Rachita Agrawal

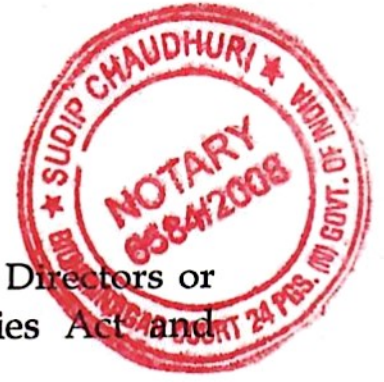
Director

RACHITA AGRAWAL
DIN - 07935029

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29 MAR 2024



- d) Payment of sitting fees for attending meeting of the Board of Directors or any committee thereof shall be governed by the Companies Act and applicable policies of the Company.
 - e) Other existing terms, if any shall stand terminated with immediate effect.
7. Minimum Remuneration : Where in any financial year during the currency of his tenure as Managing Director, the Company has made no profits or its profits are inadequate, the Company shall pay to the Managing Director, the above Salary and perquisites excluding commission not exceeding the ceiling limits prescribed in Schedule V of the Companies Act, 2013 as Minimum Remuneration.
8. Confidentiality : Managing Director agrees to maintain the confidentiality of all confidential information of the Company and its affiliates and to use such information solely for the benefit of the Company during the term of this Agreement and thereafter.
9. Governing Law : This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising under or in connection with this Agreement shall be resolved exclusively by the courts located in Mumbai.
10. Entire Agreement : This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to such subject matter.

IN WITNESS WHEREOF the parties hereto above executed these presents on the day month and year above written

GANESH INFRAWORLD PVT. LTD.

Rachita Agrawal

Signed, Sealed and Delivered by **Director**
GANESH INFRAWORLD PRIVATE LIMITED
RACHITA AGRAWAL
DIRECTOR (DIN - 07935029)

Pursuant to a resolution of the Board of Directors of the said Company passed on 29th March, 2024 hereunto affixed in the presence of

[Signature]

SIGNED AND DELIVERED by the abovenamed
Mr. Vibhoar Agrawal in the presence of

WITNESSES :

1. SIGNATURE

Bharti Mundhra

2. SIGNATURE

Manoj Patra

NAME : BHARTI MUNDHRA
FATHER'S NAME : CHAND RATAN MUNDHRA
ADDRESS : 4931/1A, G.T. Road
Howrah-71102

NAME : MONOJIT PATRA
FATHER'S NAME : KASHI MATH PATRA
ADDRESS : 81, JOYEN DUTTA LANE
KOL-700006

29 MAR 2024

Identified by me
[Signature]
Advocate
MANOJ BASU
Advocate
Enrolment No-F-247/2006
Bidhan Nagar Court
Kolkata-700091

ATTESTED
S. CHAUDHURI
★ NOTARY ★
GOVT. OF INDIA
Regd. No.-6584/08
Bidhannagar Court
Dist.-North 24 Pgs.