भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA 14 MAR 2018 © 2017 © ST 275434

दिनांक : वि. न. स्टॅंप किंमत रुपय

श्री. S. S. Communication & Services Pvt. Ltd.

यांनी रु.(

त्यांचे भरती रु.

12 MAR 2018

STAMP HEAD CLERK
TREASURY OFFICE
KOLHAPUR (M.S.)

This agreement is executed at Kolhapur on this 31st day of March, 2018 between :-

M/s. SS COMMUNICATION & SERVICES PRIVATE LIMITED (CIN - U51599PN2016PTC164991) a Company incorporated under The Company's Act,2013 and having it's Regd. Office at 399, E, Basant Bahar Road, Ratikmal Complex, Shop 6-7, Kolhapur – 416003 hereinafter called "The Company" (Which expression shall unless it be repugnant to the contrary to the meaning thereof shall mean and include its successors in title and assigns) of the one part and :

Mrs. DEEPA SIDDHARTH SHAH (DIN - 07530117) Age - 32 Years, Indian inhabitant residing at Near Tower Garden, 126 Pallavi, Ruikar Colony, Kolhapur 416005. Hereinafter Called The "Whole Time Director" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof shall mean and include it's successors in title and assigns) of the other part and:

WHEREAS pursuant to the Articles of Association of the Company and pursuant to the resolutions passed by the Board of Directors of the Company held at Kolhapur on 31st March, 2018 Mrs. DEEPA SIDDHARTH SHAH is appointed as Whole Time Director by the Board of Directors of the company for a period of five years commencing from 31.03.2018 to 30.03.2023 on certain terms and conditions of employment and on payment of remuneration.

WHEREAS the parties hereto now desire to record the aforesaid arrangement in writing on the terms and conditions more specifically stated hereunder:-

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. The Company has appointed Mrs. DEEPA SIDDHARTH SHAH, as "Whole Time Director" and Mrs. DEEPA SIDDHARTH SHAH agrees to act as "Whole Time Director" for a period of five years commencing from 31st March,2018 and upon the terms and conditions stated hereunder.

2. Subject to the superintendence, control and directions of the Board, the Whole Time Director shall have the general conduct and Management of the whole of the Business and affairs of the Company except in matters specifically required to be done by the Board under the Companies Act, 2013 or by Articles of Association of the Company and also to exercise such powers and perform such duties as the Board of Directors may from time to time determine and shall also perform all other acts and things in the ordinary course of business and in particular:-

a) Manage all business, enter into contracts and vary and rescind them.
b) Sign all deeds and writings not required to be executed under the Common Seal of the Company or not otherwise provided for in the Articles of Association of the Company.
c) Make, sign, draw, and accept cheques, Bills of Exchange, Hundies, Promissory Notes and negotiable instruments.
d) Present for registration and admit execution of documents.
e) Institute, defend, compound, refer to arbitration or legal or other proceedings and take legal action against any Company or party for the benefit & interest of the Company.
f) Give effectual receipts and discharges of monies, goods or property.
g) Convene meeting of the Board, Committees of the Board of Directors and General Meetings.
h) Purchase, sale, import and export of Plant and Machinery.
i) Purchase and Sale, Resale of Finished, Semi Finished Products, Raw and other Materials and export products.
j) Maintain factories, offices, workshops and warehouses.
k) Make advances for purchases and sale of goods.

l) Subject to the provisions of the Act and any Agreement in force, appoint agents/distributors and deal with the Company products.
m) To borrow from time to time subject to the provisions of the Act and subject to limitations on the powers of the Board provided by the Act, such sums of money as Whole Time Director may think fit and at such interest and without or upon such security and upon such terms and conditions as the Whole Time Director may think fit.
n) Acquire, with the approval of Directors and within limits prescribed on lease or purchase or otherwise properties of factories, workshops etc. of any other Party.
o) Insure the properties of the Company.
p) Within the limits fixed by the Board invest monies not immediately required for the purpose as may be prescribed by the Board of Directors from time to time.
q) Subject to the provisions of the act, to make loans upto such total amount for such purposes and upto such maximum amount for each such purpose as may be prescribed by the Board of Directors from time to time.
r) Open and operate banking accounts with banks, merchants or companies.
s) Attend and vote at meetings in which the Company is concerned or interested.
t) To appoint, and at her discretion to remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as she may from time to time think fit, and to assign, allocate, abrogate, determine their powers and duties and fix their salaries and other emoluments and to require security in such instances of such amounts and in such manner as the Whole Time Director may think fit.
u) To incur from time to time such expenses and to lay out such sum or sums of money as the Whole Time Director may deem expedient for the office establishment of the Company, or for improving the business of the Company.
v) Subject to such sanction as may be necessary under the Act or the Articles, to give to any director, officer or other person employed by the Company any interest in any particular business or transaction either by way of commission on the gross expenditure thereon or income therefrom or otherwise or a share in the General Profits of the Company and such interest, commission or share of profit shall be treated as a part of the operating expenses of the Company.
w) To provide for the welfare of the employees (including Directors) or ex-employees of the Company and their spouses, widows and families or the dependents or connection of such persons, by building or contributing to the by building of houses, dwellings or quarters or by grants of money pensions gratuities, allowances, houses, or benefits, or other payment or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts and by providing or subscribing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Whole Time Director shall think fit and subject to the provisions of the Act to subscribe or contribute or otherwise to assist or guarantee money to charitable benevolent, religious, scientific, national public or any other useful institution, objects or purposes or for any exhibition.
x) To appoint attorneys.
y) And generally to make all such arrangements and do all acts as may be necessary or expedient in the conduct and Management of the business of the Company as by the Companies Act, 2013 or by Articles of Association of the Company are not expressly required to be done by the Company in general meetings or by the Board.

3. The Company shall pay the Whole Time Director remuneration and provide the perquisites in consideration of her services as under –

I. Salary:
Salary at the rate of Rs.1,00,000/- p.m. which may be reviewed by the board.

II. Perquisites :
a) Reimbursement of actual medical expenses incurred for Whole Time Director, her spouse, dependent children and dependent parents subject to a ceiling of 10% of salary, which can be accumulated upto three years.
b) Provisions of gas, electricity and water, and furnishing valued as per the Income Tax Rules.
c) Leave Travel Concession to the Whole Time Director and her spouse, dependent children and dependent parents once in a year subject to the ceiling of one month's salary.

III. Other perquisites :
a) Telephone / Mobile Charges at actual.
b) Conveyance Allowance at actual.
c) Leave facilities as applicable to other executives of the Company.
d) Such other benefits or amenities as may be applicable to other Senior Executives of the Company.
e) All expenses for the maintenance, running and upkeep of the motor car for business purpose including salary of driver to be borne and paid by the Company.
f) Bonus on the same scale as may be applicable to other senior Executives.
g) The Whole Time Director shall also be entitled a commission calculated at 10% of net profits.
h) The commission calculated as per (g) above shall accrue only and fall due and payable to her after the accounts of the relevant year are audited, passed and adopted in the annual general meeting of the company.
i) The Whole Time Director shall be entitled for actual one club annual membership fee.

The Board of Directors is at full liberty at its discretion to fix, vary, alter the emoluments, allowances and or perquisites etc. within the above mentioned limits.

4. The emoluments as aforesaid including the perquisites shall be paid notwithstanding the absence or inadequacy of profits for any such year.

5. The Whole Time Director, unless prevented by ill health or disability, throughout devote adequate time, attention and energy to the business of the Company and confirm to and comply with direction by the Board and shall faithfully serve the Company and use best endeavors to promote the interest of the Company.

6. The employment of Whole Time Director shall forthwith be terminated if she ceases to be a director of the Company for any reason whatsoever.

7. a) If the re-appointment of Whole Time Director ceases terminates for any reason whatsoever during currency of any financial year the Whole Time Director or in case of her death, her legal representative shall be paid ratable proportion of her emoluments for that year.

b) If before the expiration of this agreement the term of office of Whole Time Director is terminated, she shall be entitled subject to the provisions of the Companies Act, 2013 compensation from the Company for place of office or as consideration for retirement, and the payment made to her shall be equal to the emoluments drawn by her during three years before termination or where the office is held for lesser period than three years; during such period.

8. This agreement shall be effective from 31st March,2018.

In witness whereof the parties hereto have set their hands the day, month and year first above written.

THE COMMON SEAL OF
SS COMMUNICATION & SERVICES PRIVATE LIMITED
(CIN - U51599PN2016PTC164991)
is hereunto affixed pursuant to the
resolution of the Board meeting passed
at its meeting held on 31st March,2018
in the presence of

For S S Communication & Services Pvt. Ltd.
Shah
Chairman & Managing Director

(Mr. SIDDHARTH GUNWANT SHAH)
Chairman & Managing Director
DIN: 07530121
Add: Regd. Office at 399, E, Basant Bahar Road,
Ratikmal Complex, Shop 6-7, Kolhapur – 416003

For S S Communication & Services Pvt. Ltd.
Deepa
Chairman & Managing Director/
Whole Time Director

(Mrs. DEEPA SIDDHARTH SHAH)
WHOLE TIME DIRECTOR
DIN: 07530117
Add:- Near Tower Garden, 126 Pallavi
Ruikar Colony, Kolhapur 416005

Witness:-

1. Name – Uday V. Arjphde
   Address – Karmarkar Nagar, Kolhapur

   Udayphde

2. Name – Vinod Kagwade
   Address – A/P- Halondi, Kolhapur

   VKagwade