



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

₹100 ₹100 ₹100 ₹100

Certificate No. : IN-DL98744814008233W
Certificate Issued Date : 07-Dec-2024 05:41 PM
Account Reference : IMPACC (IV)/ dl1092303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL109230344573154708320W
Purchased by : SACHIN AGARWAL
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SACHIN AGARWAL
Second Party : OTHER
Stamp Duty Paid By : SACHIN AGARWAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL98744814008233W



Rohit Agrawal

Sachin Agarwal

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT WITH MANAGING DIRECTOR

This Agreement is made at New Delhi on 24th day of December, 2024 between:

SHIVCHEM AGRO LIMITED (FORMERLY KNOWN AS SHIVCHEM AGRO PRIVATE LIMITED), a Company registered as under the Companies Act, 2013 acting through its Director, **Mr. Rohit Agarwal (DIN: 06693300)**, and having its Registered Office at Unit No. B-307, 3rd Floor, North Ex Mall, Rohini Sector-9, Rohini Sec-11, North West Delhi, India, 110085, hereinafter referred to as '**the Company**' (which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **First Part**;

And

(a) Mr. Sachin Agarwal (DIN: 09316310), son of Lt. Sh. Ram Niwas Agarwal, aged 41 years and residing at **A-1/306, 3rd Floor, Rang Rasayan Apartment, Sector-13, Rohini, Near Bhagwati Hospital, Delhi-110085** hereinafter referred to as the '**Managing Director**' of the **Second Part**.

WHEREAS:

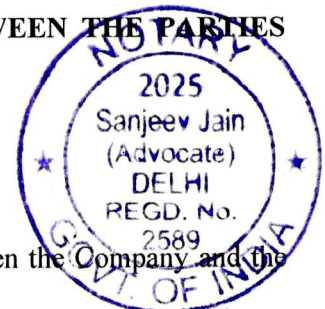
- (b) The Company is registered under the Companies Act, 2013 and having its Registered Office at Unit No. B-307, 3rd Floor, North Ex Mall, Rohini Sector-9, Rohini Sec-11, North West Delhi, India, 110085.
- (c) Mr. Sachin Agarwal is eligible and satisfies the conditions specified in Part I of Schedule V to the Companies Act, 2013, and pursuant to provisions of Section 196, 197, 198, 203 and Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, made under the Companies Act, 2013;
- (d) With the approval of the Board, Mr. Sachin Agarwal has been designated as the Managing Director of the Company with effect from **23.12.2024** for a period of five (5) years on the terms and conditions hereinafter appearing and as approved by the shareholders of the Company in the Extra Ordinary General Meeting of the Company held on **24.12.2024**.
- (e) It is proposed that an agreement be entered into by and between the Company and the Managing Director to record the terms of such appointment.
- (f) This agreement supersedes the agreement entered between the Company and Mr. Sachin Agarwal on dated 17.09.2024

The parties of the First and the Second Part being collectively referred to as "**Parties**" and individually as "**Party**" herein.

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

DEFINITIONS AND INTERPRETATION

- 1. "**Act**" shall mean the Companies Act, 2013 to the extent notified;
- 2. "**Agreement**" shall mean this agreement entered into by and between the Company and the Managing Director;
- 3. "**Board of Directors**" or "**Board**" shall mean the Board of Directors of the Company (as defined in the recitals to this Agreement and hereinbelow);



Rohit Agarwal

Sachin Agarwal

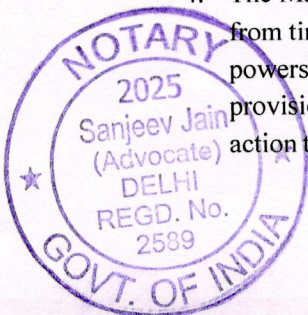
4. **"Company"** shall have the meaning ascribed to it in the recitals to this Agreement;
5. **"Managing Director"** shall have the meaning ascribed to it in the recitals of this Agreement;
6. **"Chairman"** shall have the meaning ascribed to it in the recitals of this Agreement;
7. **"Resolution"** shall mean the resolution passed by the Board of Directors in the Board Meeting held on **23.12.2024** for the appointment of the party of the Second Part as Managing Director of the Company;
8. **"ROC"** shall mean the Registrar of Companies, Delhi.

In this Agreement, unless the context otherwise requires:

- a) Words denoting the singular shall include the plural and vice versa;
- b) Words denoting a person shall include an Individual, Corporation, Company, Bank, Partnership, Trust or other Entity;
- c) Headings and bold typeface are for convenience only and shall be ignored for the purposes of interpretation;
- d) References to the words "include" or "including" shall be construed to include the words "without limitation".
- e) References to any Party to this Agreement shall include its successors and permitted assigns;
- f) References to a Section, Clause, Paragraph, Schedule or Annexure is, unless indicated to the contrary, a reference to a Section, Clause, Paragraph, Schedule or Annexure of or to this Agreement;
- g) Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Act;
- h) References to dates and times shall be construed to be references to Indian dates and times;
- i) References to the word "days" shall, mean calendar days
- j) References to the word "year" shall mean financial year, i.e., a period of 12 months commencing from the first day of April in each year.

TERMS OF EMPLOYMENT

1. The said Mr. Sachin Agarwal having been appointed as Managing Director of the Company shall perform the duties required to be performed by him in terms of the Companies Act, 2013 as amended (hereinafter the **"Act"**) from time to time and all other applicable laws and statutes and shall exercise the powers, which may, from time to time be assigned to or vested in him in accordance with the provisions of the Act and by the Board of Directors of the Company.
2. The Managing Director shall hold office as Managing Director of the Company, subject to the terms and conditions set forth herein and to compliance with the requirements stipulated by the Act from **23.12.2024** for a period of five (5) years.
3. The Managing Director shall, unless prevented by ill-health, devote, throughout the said term, attention and abilities to the business of the Company and shall carry out the directions given, from time to time by the Board of Directors of the Company and he shall in all respects confirm to and comply with the directions and regulations made by such Board and shall well and faithfully serve the Company and use his utmost endeavors to promote the interest of the Company.
4. The Managing Director have all the powers and authorities as provided by Board of Directors from time to time, subject to the control and directions of the Board of Directors and except the powers which are required to be exercised by the Board in a Meeting in accordance with the provisions of the Act and the Articles of Association of the Company. All decisions made and action taken by the Managing Director will be subject to the guidance of the Board of Directors.



R. Agarwal

Sachin Agarwal

5. The Managing Director with the prior approval of the Board of Directors will have power to sign all contracts, deeds and documents proposes to be executed by the Company, to represent the Company in dealing with others including state and Central Governments and other Government/Semi Government/Local Government and Municipal Authorities/ bodies and/or agencies and also to sign all pleadings, applications and other papers required to be filed in any court proceedings by or against the Company.
6. The Managing Director will have power to appoint, confirm, terminate, transfer, promote, the employees of all levels, appoint consultants for facilitating commercial and related activities for fixed periods and have control and supervision on the assignment allotted to them and to delegate this authority to such other Officers of the Company as may be deemed fit by him.
7. In the consideration of the service rendered by the Managing Director in terms of the Resolution and this Agreement he shall during the tenure of the Agreement be paid as under:

(i) Salary at the rate of **Rs. 6,00,000 /- Rupees (Six Lakhs only) per annum.**

Salary may be revised periodically based on the recommendation of the Board of Directors subject to an annual increase as per the provisions of the Act.

(ii) Perquisites as per the Section IV of the Schedule V of the Companies Act, 2013 as provided below:

I. Provident fund and superannuation:

A. Company's contribution towards Provident Fund will be as per the Company's Policy in compliance with The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and rules made thereunder.

B. Gratuity will be payable as per the Company's Policy in compliance with The Payment of Gratuity Act, 1972 and rules made thereunder.

C. Encashment of leave at the end of tenure, if any, as per the policy of the Company.

D. Leave travel concession for self and family once in a year incurred in accordance with rule specified by the company where it is proposed that the leave be spent in home country instead of anywhere in India.

II. Other perquisites as provided below:

A. The Managing Director shall be entitled to reimbursement of all expenses which may be incurred by him for and on behalf of the Company.

B. Medical Reimbursement: Reimbursement of the expenses incurred for self and family or medical insurance for self and family subject to a ceiling of one month's salary in a year or three months' salary over a period of three years.

C. Leave Travel Concession: Leave travel concession for self and family once in a year incurred in accordance with rule of the Company.

D. Explanation: Family means, the Spouse, the dependent children and dependent parents

E. Personal Accident Insurance: Personal accident insurance of an amount, the annual premium of which does not exceed ₹ 0.25 lakhs per annum.

F. Earned Leave: On full pay and allowance and perquisites as per the rules of the company, but no exceeding one-month salary for eleven months service. Encashment of leave at the end of the tenure shall not be included in the computation of the aforesaid ceiling on perquisites and/or salary.

G. Provision for car and telephone.



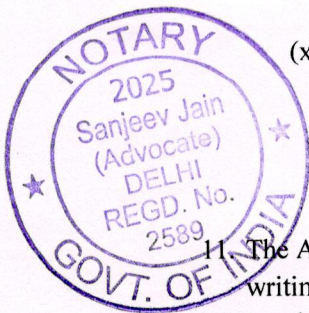
Sanjeev Jain

Sanjeev Jain

8. The total remuneration payable by the Company to the Managing Director excluding the perquisite given under Clause 7 (ii), shall not exceed the limits prescribed by applicable provisions of the Act.
9. The Agreement may be renewed subject to the provisions of the Act and subject to the continued appointment of the Party of the Second Part as Managing Director of the Company pursuant to consent of the shareholders to such appointment in General Meeting.
10. Without prejudice to the generality of the power vested in the Managing Director hereinabove, the Managing Director shall be entitled to exercise the following powers subject to the provisions of Act:

- (i) With the Board's approval, together with the Person in Charge of Finance for the time being of the Company and other Personnel authorized by the Board, to open and operate any banking or other account and to draw, make, accept, execute, endorse, discount, negotiate, retire, pay, satisfy and assign cheques, drafts, bills of exchange, promissory notes, hundis, interest and dividend warrants and other negotiable or transferable instruments or securities;
- (ii) To borrow monies with or without security, for the purpose of business of the Company, subject of course to the approvals of the Company as required under section 179(3)(d) of the Act and approval of the Board of Directors as required under section 179 of the said Act and the Companies (Meetings of Board and its Powers) Rules, 2014, as amended, and subject further to such maximum limit as the Board may impose from time to time while giving its approval.
- (iii) To incur capital expenditure on behalf of the Company;
- (iv) To invest funds of the Company (other than in the shares of other Companies covered by Section 186 of the Act and fixed deposit with the Company's bankers;
- (v) To appoint distributors for the sale of the products of the Company subject to prior approval of the Board whenever necessary;
- (vi) To ensure that all taxes due to the Central and State Governments and Municipal authorities are paid promptly;
- (vii) To engage persons in the employment of the Company;
- (viii) To increase the salary or remuneration of any employee of the Company and to sanction annual increases;
- (ix) To enter into contracts for the purchase of goods for the Company subject to prior approval of the Board of Directors as per the provisions of the Act, if any, wherever necessary.
- (x) To institute, prosecute, defend, oppose, appear or appeal to, compromise, refer to arbitration, abandon and execution, become non-suited in any legal proceedings including trademarks, trade names, trade property and passing off actions and revenue proceedings relating to customs or excise duties, tax on income, profits and capital and taxation generally or otherwise.

11. The Agreement may be terminated by the Company or Managing Director by giving notice in writing not less than three (3) months before such termination. The Agreement shall also be terminated if the appointment of the Party of the Second Part is terminated during the term of



Sanjeev Jain

Sanjeev Jain

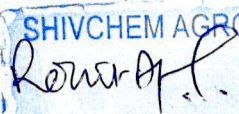
this Agreement due to any reason including/ pursuant to, but not limited to, any provisions of the Act (as amended from time to time) requiring such termination or requiring the removal of the Party of the Second Part from his capacity as Managing Director of the Company.

12. Any dispute or difference arises out of the Agreement, during the period of the Agreement, may be referred to the Chairman of the board of the Company.
13. The terms and conditions of appointment and the Agreement may be varied, altered, increased, enhanced or widened from time to time by the Board of Directors as it may in their discretion deem fit.
14. This agreement and the terms and conditions hereof shall be subject to the approval of the shareholders of the Company in General Meeting and also of the Central Government under the relevant provisions of the Companies Act, 2013, if necessary.

NOW THE PARTIES TO THE AGREEMENT SIGNED SEALED AND SET THEIR HANDS ON THIS 24TH DAY OF DECEMBER, 2024 AT NEW DELHI.

SIGNED SEALED AND DELIVERED BY

For SHIVCHEM AGRO LIMITED (FORMERLY KNOWN AS SHIVCHEM AGRO PRIVATE LIMITED)


SHIVCHEM AGRO LIMITED
ROHIT AGARWAL Director
Director
DIN: 06693300

Pursuant to the resolution passed at the Board Meeting held on 23.12.2024.


SHIVCHEM AGRO LIMITED
SACHIN AGARWAL
Managing Director
DIN: 09316310

In the presence of the following witnesses:

1. Witness: Jatin Bansal

A1-306, Rang Rasayan Apartment,
Rohini Sector - 13

2. Witness:

Vishal Sharma
B-4/208, Bhalsawa,
near Gurdwara, Delhi
- 110042



ATTESTED


Notary Public Delhi
23 JAN 2025.

