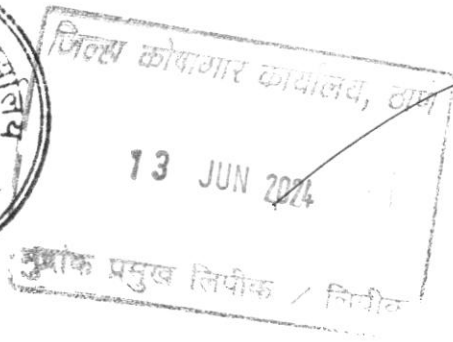




महाराष्ट्र MAHARASHTRA

● 2024 ●

04AB 798883



THIS STAMP PAPER IS AN INTEGRAL PART OF AGREEMENT
WITH SESHASAI BUSINESS FORMS PRIVATE LIMITED AND
GAUTAM SAMPATRAJ JAIN, WHOLETIME DIRECTOR WITH
EFFECT FROM AUGUST 19, 2024



[Signature]

१. मुद्रांक मिळविण्यासाठी अनु. क्रमांक	५५०५७ दिनांक
२. दस्तावेजाचे नाव	Adh
३. दाखल नोंदणी कारणावर आहत का?	होय / नाही
४. मिळविण्यासाठी घोषित केलेले वर्णन -	
५. मुद्रांक विक्रेत्याचे नाव	Seshaasai Business Forms Pvt. Ltd.
६. दुसऱ्या पक्षाचे नाव	9, LALWANI INDUSTRIAL ESTATE, 14, KATRAK ROAD, WADALA (WEST), MUMBAI-400 031.
७. हस्ताक्षर करणाऱ्याचे नाव, पद, कार्यालय	ADHOK
८. मुद्रांक शुल्क रक्कम	100
९. परवानाधारक मुद्रांक विक्रेत्याची सेवा व परवाना क्र. (कि. तसेच मुद्रांक विक्रेत्याचे ठिकाण, पत्ता)	रामदास कि. महारनवर परवाना क्र. ११०१०२८ १५८/१०, मेजरा-२२, हुब, नवी मुंबई ४०० ००६
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून महिन्यात वापरणे बंधनकारक आहे	

2 JUL 2024

AGREEMENT WITH WHOLETIME DIRECTOR

Effective from August 19, 2024

An Agreement made this 19th day of August 2024

BETWEEN

Seshaasai Business Forms Private Limited, a private limited company incorporated under the Indian Companies Act, 1956 and having its Registered Office at 9, Lalwani Industrial Estate 14, Katrak Road, Wadala (West) Mumbai – 400 031, Maharashtra India 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

Shri Gautam Sampatraj Jain (DIN 02060629), residing at 4/193, Suchandra Plot No. G-21, Sector-20, Belapur Gavthan, Navi Mumbai – 400 614, Maharashtra, India, hereinafter referred to as the “**Wholetime Director**” of the Other Part;

AND WHEREAS the Board of Directors at its meeting held on August 19, 2024, appointed Shri Gautam Sampatraj Jain as Wholetime Director of the Company for a 5-year term commencing from August 19, 2024 and approved the terms of remuneration at its meeting held on August 19, 2024 and the Wholetime Director agrees to act as such on the terms mentioned below on the terms and conditions as set out in this agreement, subject to the approval of the shareholders at their General Meeting.;

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

- I. Subject to the approval of the shareholders in a general meeting, the Company hereby appoints Mr. Gautam Sampatraj Jain as Whole-time Director and Mr. Gautam Sampatraj Jain agrees to act as a Whole-time Director of the Company for a period of five years with effect from August 19, 2024, on the remuneration and on terms and conditions as hereinafter provided.
- II. Mr. Gautam Sampatraj Jain shall be responsible for managing the affairs of the Company including its group companies subject to the supervision and guidance of the Managing Director of the Company.
- III. With effect from August 19, 2024, the remuneration payable to Mr. Gautam Sampatraj Jain, Wholetime Director for his term of office shall be as follows:
 - A. Salary:
₹ 1,98,00,000/- per annum, subject to such annual increments as the Board may determine from time to time on the recommendation of the Nomination and Remuneration Committee.
 - B. Perquisites:
 - i. House Rent Allowance: subject to such annual increments as the Board may determine from time to time on the recommendation of the Nomination and Remuneration Committee.
 - ii. Education Allowance: subject to such annual increments as the Board may determine from time to time on the recommendation of the Nomination and Remuneration Committee.
 - iii. Bonus/Ex-gratia: subject to such annual increments as the Board may determine from time to time on the recommendation of the Nomination and Remuneration Committee.
 - iv. Leave Travel Allowance: as may be determined by the Board from time to time on the recommendation of the Nomination and Remuneration Committee.
 - v. Mediciam: Contribution to the group mediclaim policy for his and his family under the Group Mediciam Policy (subject to such annual increments as may be determined from time to time by the board on the recommendation of the Nomination and Remuneration Committee). For the purpose of above perquisites, family means spouse and dependent children.
 - vi. Use of Company car and Telephone: Provision of Car with driver for use on Company's business and telephone, telex and other communication facilities at residence (including payment for local calls and long distance calls).



- vii. Retirement Benefits (PF/FPF and Gratuity): Contribution to Provident Fund and Gratuity fund will be as per the rules of the Company.
- viii. Company Bonus Plan: as may be determined by the board and subject to such annual increments as the Board may determine from time to time on the recommendation of the Nomination and Remuneration Committee.
- ix. Cost of insurance cover against the risk of any financial liability or loss because of any error of judgment, or such other reason as may be approved by the board of directors from time to time.

Perquisites at Sr. Nos. (vi) and (vii) above shall not be included in the computation of the ceiling on remuneration or perquisites aforesaid.

Mr. Gautam Sampatraj Jain will not be entitled to sitting fees for attending meetings of the Board of Directors or committees thereof.

- C. Minimum remuneration: Where in any financial year, during the currency of tenure of the Whole-time Director, the Company has no profits or its profits are inadequate, the Company will pay his remuneration in accordance with the provisions of Section II of Part II of Schedule V of the Companies Act, 2013, as may be amended from time to time;
- D. The Board of Directors of the Company on the recommendation of the Nomination & Remuneration committee shall be authorised and empowered to make such improvements/increments in the terms of remuneration to Wholetime Director as may become permissible under Schedule V to the Companies Act, 2013, or by way of Government guidelines or instructions, so long as remuneration of the Wholetime Director is not in excess of the maximum permissible under the relevant law, rules, regulations guidelines or instructions as may be promulgated or issued after August 19, 2024.
- E. During the period of this Agreement, the Wholetime Director shall not without the previous consent in writing of the Company, directly or indirectly, involve himself as Wholetime Director/ Wholetime Partner/Working Partner of any other organization other than the group companies/ body corporates.
- F. If the Wholetime Director shall at any time be prevented by ill health or accident from performing his duties hereunder, shall inform the Company and supply it with such details as it may reasonably require.
- G. The employment of the Wholetime Director under this Agreement shall forthwith determine if she shall become insolvent or makes any composition or arrangement with his creditors or shall cease to be a Director of the Company.
- H. Notwithstanding anything to the contrary contained, either parties of this Agreement shall be entitled to determine this Agreement by giving not less than 180 days' notice in writing in that behalf and on the expiry of the period of such notice this Agreement shall stand terminated. In lieu of the said 180 days' notice, the party may pay to the other an amount equal to a salary for six months for the time being mentioned under Clause 3 hereof or any revision to salary that may take place, being the current remuneration paid to the Wholetime Director.
- I. The Company may compensate the Wholetime Director, by way of compensation for loss of office, or as consideration for retirement from office or in connection with such loss or retirement, subject to the provisions of Section 202 of the Companies Act, 2013 provided that such payment made to the Wholetime Director shall not exceed the remuneration which she would have earned if she had been in office for the unexpired residue of his term or for three years whichever is shorter.
- J. The Wholetime Director shall, unless prevented by ill health or disability throughout the said term devote adequate time, attention and abilities to the business of the company, and in all respects conform to and comply with the directions given and regulations made by the Board and she shall well and faithfully serve the Company and use his best endeavours to promote the interest of the Company.



A handwritten signature.

- K. This Amendment Agreement shall become effective and binding on the Parties on and from the Execution Date and shall continue in full force and effect until the earliest of any of the following events:
- i) Termination by mutual written agreement of all the parties;
 - ii) Cessation or completion of the current term of the Whole-time Director;
- L. In the event of any dispute or difference at any time arising between the company and the managing director in respect of this agreement or the several matters specified herein or with reference to anything out of or incidental thereto, such dispute or difference shall be submitted to and be decided by arbitration of two arbitrators, one to be appointed by each party to the dispute or difference, which arbitrators shall appoint an umpire before taking upon themselves the burden of the reference and this agreement shall be deemed to be submission to the Arbitration and Conciliation Act, 1996 and all the provisions of that Act (except as is hereby expressly varied) shall be deemed to apply to any reference thereunder.
- M. The Courts of Mumbai shall have the exclusive jurisdiction over all proceedings arising out of or in connection with this Agreement.
- N. 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 Wholetime Director is hereby entrusted with powers as listed below. Without prejudice to the general powers hereby conferred upon him and so as not in any way to limit or restrict those powers, it is hereby expressly declared that he shall have the following powers, that is to say, the powers:
- a. To appoint and sign warrants of authorities or vakalatnamas of any lawyer that may be required in connection with the company's business and to sign all necessary plaints, written statements, appeals, applications, petitions and affidavits and to affirm and declare and sign the same in any court or before any arbitrator or tribunal and with the previous consent of the Chairman, to adjust, settle and compound any accounts, debts and claims by or against the company;
 - a. To appear before any governmental, whether central or state or public, municipal or local authorities or officers including income-tax or any other tax officer or authorities and represent the company and to file any applications, returns or other statements that may be necessary in connection with company's business;
 - b. To purchase, take on lease, hire or rent any movable or immovable properties required for the purpose of business of the company at such rent, hire charges or consideration and for such period and on such terms and conditions as the managing director may think fit;
 - c. To purchase capital equipment for and on behalf of the company, subject to such ceilings as may be laid down by the board of directors from time to time;
 - d. To insure and keep insured the company's premises, buildings, and all other properties and assets of the company movable or immovable and profits of the company against loss or damage by fire and other risks to such amount and for such period, as the Managing Director may deem proper in the interest of the company;
 - e. To operate upon accounts, current, cash credit, overdraft, fixed or otherwise with any bank or bankers, merchant or merchants or with any company, firm or firms, individual or individuals and to pay moneys into and to draw moneys from any such account or accounts from time to time, as the managing director may think fit;
 - f. To appoint and remove and re-appoint bankers, solicitors, advocates, accountants, architects, valuers, engineers, and other experts, consultants and advisers of the company and with such powers and duties and upon such terms as to duration of employment, remuneration or otherwise, as the managing director may think fit;
 - g. To give loans to the executives, officers or employees of the company, within such limits as may be prescribed by the board of directors from time to time;
 - h. To become parties to and to present for registration on behalf of the company all deeds and instruments of whatsoever nature;



A handwritten signature in black ink.

- i. To delegate such of his powers as can be delegated, to any executives / officers / employees of the company and subject to such limits as the managing director may deem fit;
- j. To carry out any resolution of the board of directors;
- k. To sign and endorse any bills of exchange, hundis, drafts, railway receipts, shipping documents and other negotiable or mercantile documents;
- l. To accept bills of exchange and drafts drawn on the company by any person or firm or company or any government or public authority or officer to whom the company is or may be indebted or accountable for the amount of such indebtedness or any part thereof;
- m. To discount any bills of exchange, hundies, drafts, cheques, orders for payment of money or documents or instruments of similar nature in the course of and for the purpose of the company's business;
- n. To ask, demand, sue for, recover and receive all sums of money, rents, debts, dues, goods, effects and things which now or at any time hereafter become due or owing, payable, delivered or belonging to the company and to give effectual receipts, releases and other discharges for the same;
- o. To appoint and sign warrants of authorities or vakalatnamas of any lawyer that may be required in connection with the company's business and to sign all necessary plaints, written statements, appeals, applications, petitions and affidavits and to affirm and declare and sign the same in any court or before any arbitrator or tribunal and with the previous consent of the Chairman, to adjust, settle and compound any accounts, debts and claims by or against the company;
- p. To deploy and invest surplus funds of the company in financial and other assets, subject to such ceilings and conditions as may be specified by the board of directors from time to time;

IN WITNESS WHEREOF the Company has caused its Common Seal to be hereunto affixed and the Wholetime Director has hereunto set his hand the day and year first hereinabove written.


THE COMMON SEAL of
Seshaasai Business Forms Private
Limited has hereunto been affixed
pursuant to a resolution of its Board of
Directors dated August 19, 2024

For Seshaasai Business Forms Private
Limited



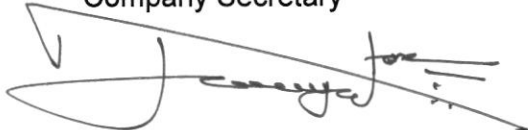

Shri Ganesh Srinivasan
[Authorised Signatory]

in the presence of
Ms. Manali Siddharth Shah,
Company Secretary, who has
signed the same in token thereof.



Ms. Manali Siddharth Shah
Company Secretary

SIGNED AND DELIVERED by the
abovenamed Mr. Gautam Sampatraj Jain,
Whole time Director of the Company.



Mr. Gautam Sampatraj Jain
Whole time Director

In presence of Pragnyat Pravin Lalwani,
Managing Director, who has signed the
same in token thereof.



Pragnyat Pravin Lalwani
Chairman and Managing Director