

महाराष्ट्र MAHARASHTRA

2020

जोडपत्र - २

YP 233684

- 3 MAY 2021

मुद्रांक किती नोंदवही

अनुक्रमांक 526a..... दिनांक.....

दस्तावा प्रकार -

दस्त मोंदणी करणार आहे का ? होय/नाही

विचकतीचे थोडक्यात दर्शन -

मुद्रांक विकत घेणाऱ्याचे नांव - Fermenta Biotech

हस्ते असल्यास त्याचे नांव, पत्ता व सही - Upendra

दस्तावा प्रकारचे नांव -

मुद्रांक शुल्क रकम - 100/500

मुद्रांक विक्रीचा सही-(नितिन य. मांजरेकर).....

मुद्रांक विक्रीचे ठिकाण/पत्ता - गंगा इन्फोटेक/ठायापिंग सेंटर

रुम नं. ३४, मळाची मार्केट, कलक्टर ऑफिस जवळ,

ठाणे (प.) - ४०० ६०१.

दस्तावा मुद्रांक क्रमांक - 9209090

दस्त कारणास्तव त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणामुळे
मुद्रांक खरेदी केल्यामुळे ६ महिन्यांचा काळीस घेण्यात येऊ शकतो आहे.



महाराष्ट्र शासन, ठाणे
122 MAR 2021
मुद्रांक विक्रीचे ठिकाण / ठाणे

MR. KRISHNA DATLA

FERMENTA BIOTECH LIMITED

AGREEMENT

DATE: MAY 6, 2021



Company

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Whole-time Director

AGREEMENT

THIS AGREEMENT is made on 6th day of May, 2021 between Ferrnenta Biotech Limited, a company incorporated under the provisions of the Companies Act, 1913 and having its registered office at A-1501, Thane One, 'DIL' Complex, Ghodbunder Road, Majiwade, Thane (West) – 400 610 (hereinafter referred to as "the Company") of the ONE PART and Mr. Krishna Datla, s/o Mr. Vasantkumar Datla residing at 42-B Dhananjay, Presidency CHS, JVPD Scheme, Juhu, Vile Parle (West), Mumbai 400049 (hereinafter referred to as "Whole-time Director") of the OTHER PART.

WHEREAS based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the members of the Company, the Board members of the Company, at its meeting held on May 6, 2021, appointed Mr. Krishna Datla as a Whole-time Director of the Company (Key Managerial Personnel), designated as Executive Vice-Chairman for a period of three (3) years, effective from May 9, 2021, in terms of provisions of Section 196, 197, Schedule V and other applicable provisions, if any, of the Companies Act, 2013 and rules made there under ('Act') and provisions of Regulation 17 and other applicable provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and in accordance with applicable provisions of the Articles of Association of the Company.

AND WHEREAS the approval of the members for the appointment and terms and conditions of appointment of Mr. Krishna Datla as Whole-time Director will be obtained at the forthcoming general meeting of the Company.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Subject to members' approval, Mr. Krishna Datla has been appointed, as Whole-time Director of the Company for a period of three (3) years, with effect from May 9, 2021. Mr. Krishna Datla, being the Whole-time Director, shall continue to be the whole-time Key Managerial Personnel (KMP) of the Company pursuant to the provisions of Section 203(1), 203(2) read with Section 2(51) of the Act.
2. The Whole-time Director shall, during the continuance of this Agreement and subject to the superintendence, control and direction of the Board of Directors and Chairman of the Company, manage and conduct the business and affairs of business development, marketing and other activities as may be decided from time to time.



Company

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Whole-time Director

3. During the currency of this Agreement, the Whole-time Director shall be entitled, to receive from the Company by way of remuneration for his services as Whole-time Director, the below mentioned Salary, emoluments and perquisites (including its revisions), subject to the approval of members by way of the special resolution in accordance with the provisions of Section 197 and/or Schedule V of the Act (as amended from time to time).

I Salary: (i) Rs. 11,90,000 per month ('Salary per month'); and (ii) the Salary per month may be revised based on the recommendation of Nomination and Remuneration Committee and approval of the Board, pursuant to the approval of the members by way of a special resolution at ensuing Annual General Meeting of the Company.

II In addition to the aforesaid Salary per month, he shall also be entitled to the following perquisites:

- a. Furnished accommodation or house rent @ 30% of basic Salary per month
- b. Reimbursement of gas, electricity and water for residence.
- c. Medical Reimbursement: Expenses incurred for self and family as per rules of the Company subject to ceiling of one month's basic salary.
- d. Leave travel concession for self and his family subject to ceiling of one month's basic Salary per month.
- e. Club fees: Fees of clubs, subject to a maximum of 3 (three) clubs.
- f. The Company shall provide two cars with drivers and telephone at residence. Provisions of car(s) and telephone(s) at residence for use on Company's business will not be considered as perquisites.
- g. Children Education Allowance as per rules of the Company.
- h. Personal Accident Insurance Premium as per rules of the Company.
- i. Reimbursement of Entertainment and all other expenses actually incurred in the course of legitimate business of the Company.
- j. Such other perquisites and allowances in accordance with the rules of the



Company

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Whole-time Director

Company or as may be agreed by the Board of Directors and the Whole-time Director.

III Commission:

Subject to the provisions of Sections 197 and other applicable provisions, if any of the Act, the Whole-time Director shall be paid commission at minimum 3% per annum of the net profits of the Company or such quantum as may be determined by the Board of Directors, from time to time.

IV Loss of office:

Subject to the provisions of Section 202 and other applicable provisions, if any, of the Act, the Whole-time Director shall be paid compensation for loss of office. However, such payment shall not exceed the remuneration which he would have earned if he had been in office for his remaining term, based on the remuneration as mentioned under this Agreement and calculated on the basis as provided in the Act. For the sake of clarity, for this clause, the term remuneration as mentioned above shall not include commission as payable under Section 197 of the Act.

V Whole-time Director shall also be entitled to the following perquisites, which shall not be included in the computation of the ceiling on remuneration under Schedule V to the Act:

- a) Contribution to Provident Fund to the extent not taxable under the Income tax Act, 1961.
- b) Gratuity payable at a rate not exceeding half month's salary for each completed year of service in accordance with the terms of Payment of Gratuity Act, 1972.
- c) Encashment of leave at the end of the tenure as per rules of the Company.

VI. The total remuneration including perquisites payable to the Whole-time Director shall be in accordance with the provisions of Section 197 and/or Schedule V of the Act (as amended from time to time).

VII. Notwithstanding anything contained hereinabove, and subject to the approval of the members at ensuing annual general meeting, where in any financial year, during the tenure of the Whole-time Director, the Company has no profits or its profits are



inadequate, the Board is authorized to decide and approve the payment of remuneration of the Whole-time Director by way of salary, perquisites and other allowances as set out above, whether or not the same is above the limits specified in Section II of Part II of Schedule V to the Act including any amendment thereof.

4. Whole-time Director shall be entitled to earned/privilege leave on full pay and allowance as per rules of the Company subject to one month's leave per year.
5. Whole-time Director, so long as he functions as such, shall not be paid any sitting fees and other expenses for attending the meetings of the Board of Directors or Committees thereof.
6. Whole-time Director shall have the following powers to carry on Company's business:
 - (a) To sell or dispose of goods manufactured or dealt with by the Company, either in cash or on credit for the purpose of carrying on the Company's business.
 - (b) To make offers and/or sale of and to sign correspondence and tenders for and in relation to the sale of goods manufactured and/or dealt with by the Company to Government and/or any public body or bodies or person or persons, to sign all contracts arising thereof and to receive consideration for the sales.
 - (c) To apply for, obtain, and renew all licenses, permits etc. that are necessary for carrying on the Company's business.
 - (d) To submit all statements, returns, etc., to proper authorities as are required by any law or rule in force and to verify the same by production of documents and papers.
 - (e) To draw, accept, endorse or negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, bill of lading, carrier receipt or other instrument, which may be deemed necessary for carrying on the said business.



Company

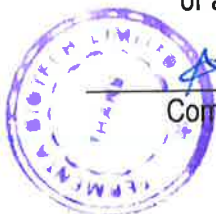
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Whole-time Director

- (f) To demand, recover, enforce and give receipts, releases and discharge for and in respect of all moneys to which the Company is now or may hereafter become entitled.
- (g) To institute, prosecute, defend, oppose, appear or appeal in, compromise, refer to arbitration any claim or demand, abandon, proceed to judgment and execution or become non-suited in any legal proceeding in relation to any debts, moneys or claims of or due to the Company from any person, firm, Company or body corporate and to accept services of notices of processes and to give security and indemnities for cost and to pay money into Court and obtain payment of money lodged in Court and also in connection with any proceedings or demands as aforesaid to retain, employ and remunerate Advocates, Attorneys, Vakils and Pleaders and to sign and give warrants, Vakalatnamas and other necessary authorities to such retainer from time to time and at pleasure to revoke.
- (h) To issue Power of Attorney (POA) and/or Authority Letter(s) for and on behalf of the Company in relation to Company's business and operations.
- (i) To present, support, oppose any petition for winding up or bankruptcy, to concur in or discount from any composition or arrangements to attend and vote or appoint any person to attend and vote as proxy at any meeting of creditors, to make and file proofs of claims, and generally to act in any liquidation and bankruptcy or insolvency.
- (j) For all or any of the purpose of these presents to sign, seal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, complete, record and perfect all deeds or documents including plaints, written statements, affidavits, statements of claims, applications, petitions, returns, declarations, pleadings and other documents whatsoever, usual, necessary or expedient.
- (k) And generally, to do and perform or cause to be done or perform all acts, deeds, matters and things in relation to the premises as fully and effectually in all respects as the Company itself could by law.



- (l) To delegate all or any of the aforesaid power(s) to any employee of the Company, from time to time.
7. Whole-time Director shall be entitled to the reimbursement of all expenses including traveling, entertainment, etc., actually and properly incurred by him on behalf of the Company in the course of the legitimate business of the Company.
8. During the continuance of his employment under this Agreement, the Whole-time Director shall devote his sufficient time to the business and affairs of the Company and to the duties assigned to him by the Board and shall do all in his power to extend and increase the business of the Company and shall not without the consent of the Board divulge any matters which may come to his knowledge in the course of or as incidental to his employment except so far as may be necessary and proper for the conduct of the business of the Company and shall carry out all the transaction of the said business on behalf and in the name of the Company and not in his own name.
9. Whole-time Director shall not in any way pledge the credit of the Company or expose the Company to any pecuniary liability except so far as he may be authorized to do so by the Company, whether generally or in any particular case.
10. Whole-time Director will not either during or after termination of his employment communicate to any person, company or firm whether directly or indirectly any knowledge or information acquired by him during or in consequence of his employment with the Company and he will observe absolute secrecy as to all technical and non-technical matters relating to all articles manufactured or dealt in by the Company and as to the processes and instructions for the manufacture of such articles and also as to the machinery, tools, apparatus, instruments and materials installed or used by the Company and as to the organization and arrangement of the building and the plant, machinery, workshops and stores owned or held by the Company from time to time and he will not either during his employment or after the termination thereof divulge or disclose any information or particulars relating to the composition of the articles nor disclose or describe to any other person, companies or firms, any documents, plans drawings, patterns, processes or inventions relating to any customers of the Company or of any companies, firms or persons supplying materials to or otherwise dealing with the



Company



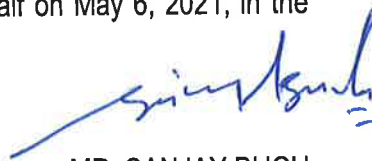
Whole-time Director

Company in any way nor any information relating to the costs or prices of articles or materials dealt in by the Company whether in buying or selling either in India or other countries.

11. This Agreement may, notwithstanding the period of three years mentioned in Clause 1 thereof, be determined by either by giving three months' notice in writing or any other period as may be mutually decided by both the parties to the Agreement.
12. Any dispute arising under this Agreement or any matter indicated thereto shall be submitted to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended, from to time or re-enacted thereof).
13. The High Courts of Mumbai shall have the exclusive jurisdiction to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents at Thane on the day and the year first above written.

The common seal of Fermenta Biotech Limited has hereunto been affixed pursuant to a resolution of the Board of Directors of the said Company passed in that behalf on May 6, 2021, in the presence of:



MR. SANJAY BUCH
CHAIRMAN



MR. SATISH VARMA
EXECUTIVE DIRECTOR



SIGNED, SEALED AND DELIVERED by the abovenamed

Mr. Krishna Datla

Witness:



Witness: