

DRAFT AGREEMENT OF DIRECTOR - FINANCE & CFO

This **AGREEMENT** is made on July, 2024 between **Shyam Metalics and Energy Limited** (CIN: L40101WB2002PLC095491), a Company incorporated under the Companies Act, 1956 (now the Companies Act, 2013) having its Registered Office at Trinity Tower, 83, Topsia Road, 7th floor, Kolkata -700 046 (hereinafter called "**the Company**") of the one part.

AND

Mr. Deepak Agarwal (DIN: 00560010), son of Late Banwari Lal Agarwal, resident of, 33A, Chandra Nath Chatterjee Street, Flat – 1A North Block Kolkata - 700 025 (hereinafter called "**the Whole-time Director**") of the other part.

The Company and the Whole-time Director are individually referred to as "**Party**" and collectively referred to as "**Parties**".

WHEREAS Mr. Deepak Agarwal satisfies the conditions specified in Section 196 and Part I of Schedule V to the Companies Act, 2013 ("the Act") and other relevant provisions of the Act;

AND WHEREAS by a resolution adopted in the Board Meeting of the Company held on 14th July, 2019, the Board had last re-appointed Mr. Deepak Agarwal as the Whole-time Director of the Company for a period of 5 (five) years with effect from 14th July 2019 till 13th July, 2024. The Shareholders in their meeting held on 26th September 2019 had also approved his re-appointment and remuneration thereof;

AND WHEREAS by a resolution adopted in the Board Meeting of the Company held on 5th May, 2023, the Board had appointed Mr. Deepak Agarwal as the Chief Financial Officer (CFO) of the Company;

AND WHEREAS Mr. Deepak Agarwal is eligible for re-appointment as Whole -time Director for another term of five years w.e.f. 14th July, 2024, in terms of the provisions of the sections 196, 197, 198 & 203 and schedule V to the Companies Act, 2013 and Rules made thereunder;

AND WHEREAS by a resolution adopted in the Board Meeting of the Company held on 14th May, 2024 on the recommendation of the Nomination and Remuneration Committee and the Audit Committee, the Board re-appointed Mr. Deepak Agarwal as the Whole-time Director designated as Director- Finance & CFO of the Company for a further period of five years commencing 14th July, 2024, subject to the approval of the shareholders of the company and the Whole-time Director agrees to act as such on the terms mentioned below;

AND WHEREAS the parties are desirous of executing this agreement being these presents.

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

1. Mr. Deepak Agarwal is re-appointed as Whole-time Director (designated as "Director- Finance and Chief Financial Officer (CFO) of the Company falling within the category of 'Key Managerial Personnel, in terms of the provisions of the Companies Act, 2013, with effect from 14th July, 2024 for a period of five years, and subject to the superintendence, control and direction of the Board of Directors of the Company, shall have all powers and responsibilities with full authority to do all acts, matters and things deemed necessary, proper or expedient, including signing of all such contracts, documents, as may be considered necessary, for carrying out the financial, costing, treasury, legal, Taxation, accounting, operations and other functions of the Company in the ordinary course of the business.
2. The Whole-time Director shall devote his time and attention to the business of the Company and carry out such powers and duties as may be entrusted to him by the Managing Director and/or the Board of Directors from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of any one or more of its associate companies and/or joint ventures and/or subsidiaries.
3. Without prejudice to the generality of the 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:
 - a) With Board's approval together with other Directors and personnel authorized by the Board, to open and operate on any banking or other account and to draw, make, accept, execute, endorse, discount, negotiate, pay, satisfy and assign cheques, drafts, bills of exchange, promissory notes, hundis, interest and dividend warrants and other negotiable or transferable instruments or securities;
 - b) To enter into, carry out and perform all contracts, agreements, sales and purchases in connection with the company's business and to sign and execute the same;
 - c) To carry on all the business correspondence;
 - d) To borrow moneys with or without security, for the purpose of business of the Company, subject to the approvals of the Company as required under section 180(1)(c) of the Companies Act, 2013 and approval of the Board of Directors of the Company as required under section 179 of the said Act and subject further to such maximum limit as the Board may impose from time to time while giving its approval;

- e) To incur capital expenditure for the purpose of the Company subject to the rules of the Company and such limits and capex budget as the Board may lay down;
- f) To deploy and invest surplus funds of the company in financial and other assets including in the security market subject to the compliance of section 186 of the companies Act, 2013 and subject to such ceilings and conditions as may be specified by the board of directors from time to time;
- g) To ensure that all taxes and statutory dues to the Central and State Governments and Municipal authorities or any other statutory authority are paid timely;
- h) To institute, prosecute, defend, oppose, appear or appeal, to compromise, refer to arbitration, abandon subject to judgment, proceed to judgment and execution or become non-suited in any legal proceedings including trademarks, trade names and trade property and customs passing off actions and revenue proceedings relating to customs or excise duties, tax on income, profits, capital and taxation generally or otherwise;
- i) To make, sign, draw, accept, endorse, negotiate, sell and transfer on behalf of the company all cheques, bills of exchanges, drafts, hundies, promissory notes, dock warrants, delivery order railway receipts, bill of lading and other mercantile documents and other negotiable instruments and securities;
- j) 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 Whole-time Director may think fit;
- k) To become a party and to present for registration and admit execution on behalf of the company of all deeds, instruments contracts, agreements receipts and all other documents whatsoever;
- l) To receive and give effectual receipts and discharge of money, funds, goods or property payable to or to be received by the Company;
- m) 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 in ordinary course of the business;
- n) 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 to adjust, settle and compound any accounts, debts and claims by or against the company;

- o) To refer to arbitration all or any claims or accounts and demands by or against the company;
- p) 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;
- q) 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 Whole-time Director may think fit;
- r) To attend, vote and otherwise to represent the company and to take part in all meetings held in connection with any other company with which the company is concerned or in relation to any investments of the company and to sign proxies and authorities for the purpose of voting thereat or for any other purpose connected therewith, including voting in all bankruptcy, insolvency, and liquidation or other proceedings in which the company may be interested or concerned;
- s) To appoint and remove 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 Whole-time Director may think fit;
- t) To give loans / advances 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;
- u) To appoint or employ persons from time to time and to discharge or remove or suspend or re-appoint and re-employ or replace managers, officers, clerks or workmen, employees and other staffs of the company, bankers, all kinds of agents, brokers, advocates, barristers, solicitors, pleaders, lawyers, mechanics, engineers, technician experts, merchants retail and wholesale commission dealers with such powers and duties and upon such terms as to duration of employment, remuneration or otherwise as the Whole Time Director may deem fit within the ambit of Company's policy;
- v) 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 Whole-time Director may deem proper in the interest of the company;

- w) To file all necessary documents, returns, forms, applications, statements under various acts and rules, central or state (including but not limited to Companies Act, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, RBI NBFC Regulations, Imports laws, etc.) for the time being in force, with any registrar or any other governmental or other authorities;
 - x) 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 Whole-time Director may deem fit;
 - y) Such other powers as the Board may delegate to him from time to time;
 - z) And generally, to do all acts, deeds and things as may be necessary for and on behalf of the company to all intents and purposes as may be deemed fit and proper in the ordinary course of business by the Whole-time Director in the best interest of the company;
4. The Whole-time Director shall be responsible for the following while performing the duties as the Director-Finance & CFO of the company without prejudice to the generality of the duties hereby conferred upon him and so as not in any way to limit or restrict those duties, it is hereby expressly declared that he shall perform the following duties:
- (i) The complete adherence of the statutory provisions / compliances of the relevant laws relating to the Revenue, Financial and Accounting Matters including legal, Taxation, FEMA, Forex etc;
 - (ii) Monitoring, supervising and managing the Financial, Treasury, Costing, Projects, Legal, Compliances, Risk Management and Accounting functions of the Company and the requirements and compliances thereof in general and it is specifically provided that the Whole-time Director shall ensure compliances with all applicable Accounting Standards and financial reporting obligations including GAAP, IND AS, Companies Act, SEBI Regulations etc. as may be applicable;
 - (iii) Shall put the best of his efforts in achieving excellence in his work / assignments and drive the Vision, Mission and Values of the Organization to contribute towards strategic objectives;
 - (iv) With the Board's approval together with other Director(s), will handle the operation involved in planning, strategy, budgeting, all statutory compliances related to his functions including administration;
 - (v) Shall throughout the said term, devote his sufficient time, attention and abilities to the Company and shall obey the orders, from time to time, of the Managing Director and the Board of Directors and in all respects conform to and comply with the directions and regulations made by the Board of Directors, and shall faithfully serve the Company and use his utmost endeavours to promote the interests of the Company;

- (vi) Ensure adherence to Service Level Agreement (SLA), developing cordial relationship with Bankers / Financial Institutions / Statutory Bodies / Auditors and as may be relevant from time to time;
 - (vii) Responsible for optimization of Cash Flow of the company, Forex Treasury Management, strategy of cost optimization to improve bottom line including enable proper hedging of the forex risks;
 - (viii) Ensure Foreign Exchange Management Act, 1999 (FEMA) compliances including repatriation of any amount of foreign exchange due or accrued, dealing in foreign exchange through an authorised person only, restraining from acquiring, holding, owning, possessing or transferring any foreign exchange, foreign security or any immovable property situated outside India except as specifically provided in the Act, drawing or selling foreign exchange from or to an authorised person for a capital account transaction and ensure compliances with the guidelines relating to Foreign Direct Investment (FDI), Overseas Direct Investment (ODI), as may be applicable;
 - (ix) To analyse and monitor the ongoing and future projects of the Company & to incur capital expenditure during any financial year;
 - (x) To analyse financial datas, budget forecasting, overseeing accounts and making strategic financial decisions;
 - (xi) Responsible for adequate coverage of Assets and Employees of the Company through insurance;
 - (xii) Responsible for establishing and maintaining internal controls for financial reporting and evaluating the effectiveness of the internal control system of the Company;
 - (xiii) To supervise and oversee all audit and internal control processes;
5. The Company shall subject to the ceiling limit laid down in section 197 of the companies Act, 2013 and in accordance with the provisions of schedule V to the Companies Act, 2013, as amended, pay to the Director-Finance as from 14th July, 2024 remuneration for his services as the Whole-time Director designated as Director-Finance as under:

A. **Salary** - in the range of ₹ 50,00,000 /- to ₹ 2,00,00,000 /- per annum

The annual increment, which will be effective 1st April each year and shall be decided by the Board based on the recommendation of the Nomination & Remuneration Committee and will be merit-based considering the Company's performance as well.

B. **Perquisites:**

In addition to salary, Mr. Deepak Agarwal shall be entitled to such

perquisites, as may be decided by the Board of Directors on recommendation of the Nomination and Remuneration Committee, subject however that the aggregate remuneration on account of such perquisites shall not exceed 50% of the salary as explained herein above.

Mr. Deepak Agarwal shall also be entitled to the following perquisites which shall not be included in the remuneration as stated above:

- i. Contribution to Provident Fund and Superannuation Fund or Annuity Fund as per Rules of the Company, to the extent these either singly or together are not taxable under Income Tax Act, 1961.
- ii. Gratuity payable at a rate not exceeding half month's salary for each completed year of service.
- iii. Encashment of leave at the end of the tenure.

In addition to above, the following facilities, if provided, shall not be considered as perquisites:

- iv. Provision of car for use on Company's business. Use of car for personal purposes shall be billed by the Company to him.
- v. Mobile phone and telephone facilities at the residence for official use. Personal long-distance calls shall be billed by the Company to him.
- vi. Reimbursement of entertainment and other expenses actually incurred in connection with the business of the Company.

C. **Commission:** Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of the Company at the end of each financial year, subject to the overall ceilings stipulated in Section 197 of the Companies Act, 2013 or any modification or enactment thereof. The specific amount payable to the Executive Director will be based on performance as evaluated by the Nomination and Remuneration Committee or the Board and will be payable annually.

D. **Minimum Remuneration:** Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Whole-time Director, the Company has no profits or its profits are inadequate, the Company will pay to the Whole-time Director remuneration by way of Salary, Benefits, Perquisites and Allowances as specified above.

E. **Insurance:** The Company will take an appropriate Directors' and Officers' Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the entire period of re-appointment, subject to the terms of such policy in force from time to time.

F. Other Terms of Re-appointment:

- i. The terms and conditions of the said re-appointment may be altered and varied from time to time by the Board as it may in its discretion deem fit, irrespective of the limits stipulated under Schedule V to the Companies Act, 2013 ('the Act') or any amendments made hereafter in this regard, in such manner as may be agreed to between the Board and the Whole-time Director, subject to such approvals as may be required.
 - ii. The Whole-time Director shall not become interested or otherwise concerned, directly or through his spouse and/ or children, in any selling agency of the Company.
 - iii. All Personnel Policies of the Company and the related rules which are applicable to other employees of the Company shall also be applicable to the Whole-time Director, unless specifically provided otherwise.
 - iv. The terms and conditions of re-appointment of the Whole-time Director also includes adherence with the Code of Conduct, no conflict of interest with the Company, protection and use of Intellectual Properties, non-solicitation post termination of agreement and maintenance of confidentiality.
6. Mr. Agarwal shall not during the period of his engagement, and without the previous consent in writing of the Board, engage or interest himself either directly or indirectly in the business or affairs of any other person, firm, company, body corporate or concern or in any undertaking or business of a nature similar to or competing with the Company's business and further shall not, in any manner, whether directly or indirectly, use, apply or utilize his knowledge or experience for or in the interest of any such person, firm, company, body corporate or concern as aforesaid or any such competing undertaking or business as aforesaid.
7. He shall not, during the continuance of his engagement or any time thereafter, divulge or disclose to any person, firm, company, body corporate or concern, whatsoever or make any use whatever for his own or for whatever purpose of any confidential information or knowledge obtained by him during his employment of the business or affairs of the Company or of any trade secrets or secret processes of the Company and he shall, during the continuance of his employment hereunder, also use his best endeavours to prevent any other person, firm, company, body corporate or concern from doing so.
8. Any property of the Company or relating to the business of the Company, including memoranda, notes, records, reports, plates, sketches, plans, or other documents which may be in the possession or under the control of Mr. Agarwal or to which he has at any time access, shall at the time of the termination of his employment be delivered by him to the Company or as it shall direct and he shall not be entitled to copyright in any such document which he hereby acknowledge to be vested in the Company or its assigns and binds himself not to retain copies of any of them.

9. Mr. Agarwal shall from time to time, during his employment hereunder, fully disclose to the Company, the progress of his investigation and any discoveries he may make himself or in conjunction with others and if at any time hereafter, he shall make himself or in conjunction with others any improvement, invention or discovery arising out of or in connection with the said employment, he shall forthwith disclose to the Company or any patent agent appointed by it a full and complete description of the nature of the said improvement, invention or discovery and the mode of performing the same.
10. In the event, Mr. Agarwal ceases to be a director of the company for any reason whatsoever, he shall be ceased to the Whole-time director of the company.
11. The Whole Time Director shall not be paid any sitting fee or re-imbusement of expenses for attending the meetings of the Board of Directors or committee/ sub committees thereof from the date of his appointment
12. The Whole-time Director shall keep the Company informed in writing of any change in his status, including change in his residential address, change in his interest or concern in other entities or that of his relatives.
13. If Mr. Agarwal is at any time prevented by ill-health or accident from performing his duties hereunder, he shall inform the Company.
14. He should avoid making any statements or engage in such practices that might risk a breach of the Company's Code of conduct for Regulating, Monitoring and Reporting of Trading by Insiders and the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information.
15. This re-appointment may be terminated by either party by giving the other party three months' notice in writing of such termination or the Company paying three months remunerate.
16. Further, his directorship shall be liable to be determined as per provisions of Companies Act, 2013 regarding retirement of directors by rotation.
17. This agreement and the terms and conditions hereof shall be subject to the approval of the shareholder of the Company in General Meeting under the relevant provisions of the Companies Act, 2013 and in the event of any alteration directed to be made by the shareholders of the Company in any of the terms and conditions mentioned hereinbefore, the same shall be binding on the Whole - time Director and his appointment shall be subject thereto.

IN WITNESS WHEREOF the Parties hereto have set their hands on the day, month and year as above written.

For and on behalf of the company

.....
(Director)

Signed and delivered by
as acceptance

Deepak Agarwal
(Director- Finance & CFO)

Witnesses:

1. Mr. B K Jain
Company Secretary
Shyam Metalics and Energy Ltd.
S S Chambers,
5 C R Avenue
Kolkata – 700 072

2. Ms. Sneha Tantia
Shyam Metalics and Energy Ltd.
S S Chambers,
5 C R Avenue
Kolkata – 700 072