



POWER & INFRA

EXTRACT OF THE MINUTES OF THE EXTRA ORDINARY GENERAL MEETING OF LASER POWER & INFRA PRIVATE LIMITED HELD ON SATURDAY, THE 1ST DAY OF JANUARY, 2022, AT ITS CORPORATE OFFICE AT ADVENTZ INFINITY @5, BN BLOCK, SECTOR-V, KOLKATA-700 091

RE-APPOINTMENT OF MR. DEEPAK GOEL AS MANAGING DIRECTOR OF THE COMPANY AND FIXING HIS REMUNERATION

As Special Resolution

“RESOLVED THAT subject to the provisions of Section 196 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modifications or enactment thereof), and subject to approval of shareholders and such other approval, permission and sanction thereof, consent of the Board of Directors is hereby accorded to the re-appointment of Mr. Deepak Goel as Managing Director of the Company for a period of 5 (five) years with effect from 1st January, 2022 on a remuneration of Rs. 10,00,000 (Rupees Ten Lakhs Only) per month with increment in salary to be determined by the Board from time to time and he is also entitled to receive commission @1 % of sales as agreed earlier at the time of his appointment as a Director of the Company and such commission shall form part of his remuneration. The draft agreement for the same was placed before the Board.

RESOLVED FURTHER THAT the Board of Directors of the Company be and are hereby authorized and empowered to execute the agreement with Managing Director and to take such steps and do all such acts, deeds, matters and things as may be necessary or expedient for the purpose of giving effect to the above resolutions.”

For Laser Power & Infra Private Limited

Pooja Ghosh

Company Secretary



Corporate Office : Laser Power & Infra Pvt. Ltd.

ADVENTZ INFINITY@5, BN Block 19th Floor - North Wing, Saltlake, Sector - V, Kolkata - 700091

E : info@laserpowerinfra.com | CIN : U14220WB1988PTC043591

Swaika Centre, 4A Pollock Street, 3rd Floor, Kolkata-700001 P: +91 33 2235 7593
NH-6, Polypark, Dhulagori, PP-II, Howrah-711302



Explanatory Statement Pursuant to Section 102 of The Companies Act, 2013

The Board of Directors has at its Meeting held on 2nd December, 2021 approved the re-appointment of Mr. Deepak Goel as Managing Director of Company for a period of 5 (five) years from 1st January, 2022 to 31st December, 2026. The terms and conditions of the appointment are set out in the draft agreement the copy of which is available for inspection at the Registered Office of the Company.

Material terms and conditions of the draft agreement are as follows:

1. The Company has re-appointed Mr. Deepak Goel as its Managing Director for a period of five (5) years commencing from 1st January, 2022 until 31st December, 2026 and Mr. Deepak Goel has accepted such appointment on the terms and conditions set forth herein.

2. Mr. Deepak Goel shall exercise such powers and perform such duties as the Board shall, from time to time, determine and assign to him. Further, subject to any directions given and restrictions imposed by the Board from time to time and further subject to the superintendence, control and direction of the Board, Mr. Deepak Goel shall have the general control, management and superintendence of the business of the Company. Provided however, that nothing shall be done by Mr. Deepak Goel which by the Companies Act or the Articles of Association of the Company is required to be transacted at a meeting of the Board by resolution or which shall not be effective unless approved by the Board.

3. Mr. Deepak Goel shall throughout the term of this Agreement, devote majority of his time, attention and abilities to the business of the Company and shall carry out the orders, from time to time, of the Board and in all respect conform to and comply with the directions and regulations made by the Board, and shall faithfully serve the Company and use his utmost endeavors to promote the interests of the Company.

4. In consideration of his services to the Company as set forth herein, the Company shall pay Mr. Deepak Goel the remuneration as set forth below:

5.1 **Salary of Rs. 10,00,000/- (Rupees Ten lakh only)** per month with increment in the salary to be determined by the Board from time to time.

5.2 Mr. Deepak Goel shall be entitled to the following perquisites and facilities as approved by the Board from time to time:

- a. **Medical expenses**
- b. **Club fees**
- c. **Annual leave**
- d. **Leave travel allowance**
- e. **Personal accident insurance**
- f. **Annual bonus, provident fund, gratuity, leave, encashment of un-availed leave and superannuation**

For Laser Power & Infra Private Limited

Richa Ghosh

Company Secretary



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- g. Car with chauffeur
- h. Telephone
- i. Entertainment expenses
- j. Credit card entrance and subscription fees
- k. Travelling expenses
- l. Other Expenses

5.3 The remuneration payable to Mr. Deepak Goel in terms of this clause 5 are subject to revision every year as determined by the Board of Directors of the Company, provided however that the Company shall not vary the salary, commission or perquisites in a manner which is detrimental to Mr. Deepak Goel.

5. The term of Mr. Deepak Goel may be extended for a further period on such terms and conditions as may be mutually agreed between the Parties and subject to the approval of the Board and shareholders of the Company.

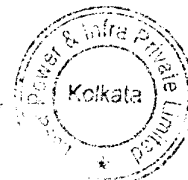
6. Mr. Deepak Goel shall not, during the term of this Agreement and without the previous consent in writing of the Board, engage or interest himself either directly or indirectly in the business or affairs of any other person, firm, company, body corporate or in any undertaking or business of a nature 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 or body corporate as aforesaid or any such competing undertaking or business as aforesaid.

7. Mr. Deepak Goel shall, from time to time, during his employment hereunder fully disclose to the company the progress of investigations and of any discoveries he may make himself or in conjunction with other officials or non-officials with regard to any improvement, invention or discovery arising out of or in connection with the said employment, he shall forthwith disclose to the Company a full and complete description of the nature of said improvement, invention or discovery and the mode of performing the same.

8. Mr. Deepak Goel shall not, during the term of this Agreement, divulge or disclose to any person, firm, company or body corporate whomsoever or make any use whatever for his own or for whatever purpose, of any confidential information or knowledge obtained by him during the performance of his services in terms of this Agreement, as to the business or affairs of the Company or as to any trade secrets or secret processes of the Company and Mr. Deepak Goel shall, during the term of this Agreement, also use his best endeavors to prevent any other person, firm, Company or body corporate concerned from doing so.

For Laser Power & Infra Private Limited

Pichha Shau
Company Secretary



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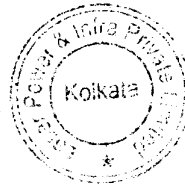
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9. Either Party may terminate this Agreement, by giving to the other Party prior written notice of three months, provided that the Company may waive the notice by giving the remuneration for three months which Mr. Deepak Goel would have received had he remained in office.
10. This Agreement shall automatically terminate if Mr. Deepak Goel ceases to be a Director of the Company.
11. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions shall continue to be in full force and effect.
12. This Agreement constitutes the entire agreement between the parties to this Agreement and cancels and supersedes any prior understandings and agreements between the parties with respect to such subject matter.
13. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both the parties to this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
14. Any dispute, claim, differences including interpretation of any of the provisions of this Agreement shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted at Kolkata in English language only.
15. This Agreement is governed by laws applicable in India.
16. This Agreement is subject to jurisdiction of the courts of Kolkata only.
17. 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, if applicable.

For Laser Power & Infra Private Limited

Pritha Ghosh
Company Secretary



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