



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AY 237541



SERVICE AGREEMENT WITH CHAIRMAN AND MANAGING DIRECTOR

Effective from 9th September, 2025

THIS SERVICE AGREEMENT is made at Kolkata this 9th day of September, 2025,

BETWEEN

LASER POWER & INFRA LIMITED, a Public Limited Company incorporated under the Companies Act, 1956 and having its Registered Office at **4A, Pollock Street 3rd Floor, Kolkata 700 001, West Bengal, India** and its Corporate Office at **Adventz Infinity@5, 19th Floor, BN Block, Sector-V, Bidhannagar, Kolkata 700 091, West Bengal, 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

Mr. DEEPAK GOEL (DIN 00673430), S/o **Mr. Purushottam Dass Goel**, aged about 56 Years, residing at **4, Alipore Park Place, Alipore, Circus Avenue, Kolkata 700 027, West Bengal, India** hereinafter referred to as the "CHAIRMAN AND MANAGING DIRECTOR" of the Other Part.

For Laser Power & Infra Limited

Authorised Signatory

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.Ms' Court
2 & 3, Bankshall Street
Kolkata-700001

9 SEP 2025

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NO. DATE

SOLD Laser Power & Infra Ltd.,

OF H.A. Pallock St.

RS. 100/-

JAYDEEP CHATTERJEE
 18, INDIA EXCHANGE PLACE, KOL-1
 GOVT. LICENSED STAMP VENDOR
 NO 351RS2016

1001-1

9 SEP 2025



BETWEEN

LASER POWER & INFRA LIMITED, a Private Limited Company registered under the Companies Act, 1956 and having its registered office at H.A. Pallock Street, Kolkata, West Bengal, India and its corporate office at Advanta Infotech Pvt. Ltd., 100, Block, Sector-V, Bidhannagar, Kolkata-700 091, West Bengal, India (which expression shall unless it is manifestly intended to be "the Company") (which expression shall unless it is manifestly intended to be "the Company") and include its successors and assigns.

AND

MR. DEEPAK GOUTI, Director of Laser Power & Infra Limited, who is authorized to sign on behalf of the Company for the purpose of the above mentioned transaction.

For Laser Power & Infra Limited
 Authorized Signatory

WHEREAS Mr. Deepak Goel with approval of the Board of Directors (hereinafter called the "Board") on 30th December, 2016 and of the shareholders on 27th January, 2017 was appointed as the Managing Director of the Company with effect from 1st January, 2017 for a period of five years.

AND WHEREAS the Board re-appointed Mr. Deepak Goel as Managing Director of the Company at its meeting held on 2nd December, 2021 and the shareholders at their meeting held on 1st January, 2022 for a further 5-years from 1st January, 2022 at the remuneration of Rs. 1.2 Crore per annum.

AND WHEREAS the Board at its meeting held on 4th April, 2024 and the shareholders at their meeting held on 29th April, 2024 had increased the remuneration of Mr. Deepak Goel from Rs. 1.2 Crore per annum to Rs. 1.5 Crore per annum with effect from 1st April, 2024.

AND WHEREAS the Board at its meeting held on 25th April, 2025 and the shareholders at their meeting held on 22nd May, 2025, had approved and increased the remuneration of Mr. Deepak Goel, Managing Director from Rs. 1.5 Crore per annum to Rs. 5 Crore per annum with effect from 1st April, 2025.

AND WHEREAS the Company has been converted into a Public Limited Company pursuant to approval granted by the Registrar of Companies vide fresh Certificate of Incorporation dated **8th September, 2025**.

The Board of the Company at its meeting held on **9th September, 2025**, have approved the appointment and remuneration and other terms and conditions of the appointment of Mr. Deepak Goel as the Chairman and Managing Director of the Company, who shall not be liable to retire by rotation during his tenure as Chairman and Managing Director.

AND WHEREAS the parties are now desirous of executing this agreement being these presents, to record the terms and conditions of such appointment in writing as stated below.

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

- I. The Company hereby redesignates Mr. Deepak Goel as its "**Chairman and Managing Director (CMD)**" of the Company, who shall not be liable to retire by rotation during his tenure, for the remaining period of his appointment from 9th September, 2025 to 31st December, 2026 and Mr. Deepak Goel agrees to serve the Company in such capacity subject to the terms and conditions herein contained and in accordance with the provisions of the Companies Act, 2013 and rules made thereunder.
- II. The tenure of appointment of Mr. Deepak Goel as the "**Chairman and Managing Director**" 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.
- III. The Board of the Company may, if it deems fit, appoint Mr. Deepak Goel on one or more existing Board Committees or any such Committee that is set up in the future. The appointment on such Committee(s) will be subject to the applicable law.
- IV. The Chairman and Managing Director shall, unless prevented by ill-health, throughout the said term devote his attention and ability to the business affairs of the Company and shall perform such duties and exercise such powers as shall from time to time be assigned to or vested in him by the Board and shall comply with the orders, directions and regulations from time to time of the Board of the company and shall well and faithfully serve the company and use his utmost endeavor to promote the best interest thereof.

For Laser Power & Infra Limited

Authorised Signatory

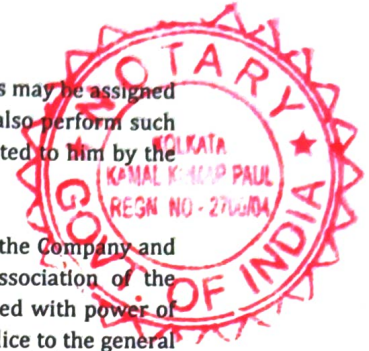
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9 SEP 2025

V. The Chairman and Managing Director shall carry out such duties as may be assigned by the Board, subject to its supervision and control and he shall also perform such other functions and services as shall from time to time, be entrusted to him by the Board.

VI. Subject to the supervision, directions and control of the Board of the Company and provisions of the Companies Act, 2013 and the Articles of Association of the Company, the Chairman and Managing Director is hereby entrusted with power of managing the business and affairs of the Company. 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, as stated below:

1. 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;
2. To appoint, within such limits of remuneration as may be fixed by the Board from time to time, for the management of the business and affairs of the Company, executives, officers and employees and to exercise the authority to remove, dismiss, discharge or suspend such executives, officers or employees, in accordance with the applicable laws, Articles of Association and the policies of the Company. To draw and sign cheques and otherwise operate upon the banking accounts of the company as may be decided by the Board from time to time and to confirm the statement of accounts and to sign and furnish necessary particulars that may be required to be furnished to any bank or banks in relation to such account or accounts;
3. 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;
4. 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;
5. To refer to arbitration all or any claims or accounts and demands by or against the company;
6. 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, Imports laws, etc.) for the time being in force, with any registrar or any other governmental or other authorities;
7. 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 any statutory authorities and represent the company and to file any applications, returns or other statements that may be necessary in connection with company's business;
8. To purchase, take on lease, hire or rent any movable or immovable properties required for the purpose of business of the company at such



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Kolkata-700001

For Laser Power & Infra Limited

Authorised Signatory

9 SEP 2025

Deepak G. P.

rent, hire charges or consideration and for such period and on such terms and conditions as the Chairman and Managing Director may think fit;

9. To purchase capital equipment for and on behalf of the company, subject to such ceilings as may be laid down by the Board from time to time;
 10. 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;
 11. 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 from time to time;
 12. 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 Chairman and Managing Director may deem proper in the interest of the company;
 13. To appoint and remove and re-appoint bankers, solicitors, advocates, accountants, architects, valuers, engineers, and other experts, consultants, advisers and other professionals of the company and to determine their powers, duties, terms of engagement, duration of service, and remuneration, as the Chairman and Managing Director as may deem fit, subject to applicable laws, the Articles of Association, and such other policies or ceilings as may be prescribed by the Board from time to time.
 14. To become parties to and to present for registration on behalf of the Company all deeds and instruments of whatsoever nature;
 15. To delegate, to the extent permissible under applicable law and the Articles of Association of the Company, such of his powers and functions as may be capable of being delegated, to executives, officers, or employees of the Company, subject to such conditions, limitations, and supervision as the Chairman and Managing Director may deem fit and proper.
 16. To carry out any resolution of the Board;
 17. And generally to do all acts, deeds and things as may be necessary, incidental and conducive for and on behalf of the company to all intents and purposes as may be deemed fit and proper by the Chairman and Managing Director, subject to the supervision and control of the Board of Directors;
- VII. The Company shall pay to Mr. Deepak Goel the following remuneration for his services as "**Chairman and Managing Director**" as mentioned below:

1. Salary comprising of

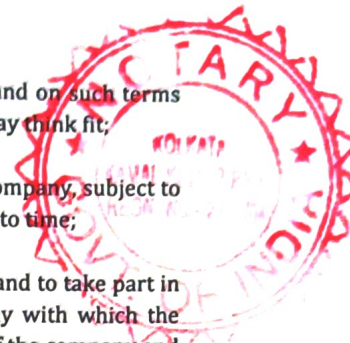
Sl. No.	Component of Salary	Amount in Rs (Per Annum)
A)	Basic Pay	Rs. 1,71,25,000/-
B)	House Rent Allowance	Rs. 1,50,00,000/-
C)	Special Allowance	Rs. 1,78,75,000/-
	Total	Rs. 5,00,00,000/-

For Laser Power & Intra Limited

Authorised Signatory

- 9 SEP 2025

Deepak Goel



RAMAL KUMHAR
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
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D) Apart from the above-mentioned Salary, Mr. Deepak Goel would be eligible to receive a commission @ 1% of Sales (Revenue from Operation).

The revision of salary payable to Mr. Deepak Goel to be determined by the Board from time to time, subject to the provisions of the Companies Act, 2013 and Rules thereto.

2. Perquisites and allowances:

Mr. Deepak Goel shall be entitled to the following perquisites and allowances:

- i. Medical and other expenses,
- ii. Club fees and membership,
- iii. Annual leave as per Company's Policy,
- iv. Leave Travel Allowance (LTA),
- v. Personal Accident Insurance,
- vi. Annual Bonus, Gratuity as per Act, and Superannuation Benefits (as applicable under Company's Policy),
- vii. Car with chauffeur,
- viii. Telephone, tele-fax, and entertainment expenses,
- ix. Credit card entrance and subscription,
- x. Travelling expenses (domestic and international) including airfare, boarding, and lodging at actuals,
- xi. Keyman Insurance Policy, and
- xii. Any other benefits as may be approved by the Board from time to time.

3. Minimum Remuneration

In the event of loss or inadequacy of profits in any financial year during the tenure of his appointment, the Chairman and Managing Director shall, be paid remuneration by way of salary and perquisites as set out above, as minimum remuneration, subject to restrictions, if any, in accordance with the provisions of the Companies Act, 2013.

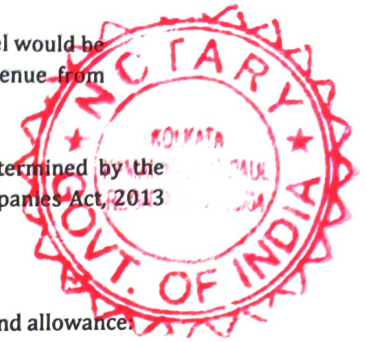
4. Other terms

In the event of any change taking place in the relevant laws, rules, schedules, regulations or guidelines or in the event of their being withdrawn, repealed, substituted or differently interpreted at any time hereafter, the Board of the Company, including committee of the board, if necessary, may revise the terms of remuneration (including minimum remuneration) and perquisites as set out hereinabove and add to, change or delete any of the said terms.

VIII. The Chairman and Managing Director shall be entitled to reimbursement of all expenses, which may be incurred by him for and on behalf of the company.

IX. In the event, the Chairman and Managing Director ceases to be a director of the company for any reason whatsoever, he will simultaneously cease to be the Chairman and Managing Director and Chairman of the company, without any further act, deed or formality.

X. If before the expiration of the said term, the tenure of office of the Chairman and Managing Director is determined, the Chairman and Managing Director shall be entitled in accordance with and subject to the provisions of the Companies Act, 2013 in that behalf, to compensation from the company for the loss of office.



KAMAL KUMAR PAUL
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Bankshall Street,
Kolkata-700071

For Laser Power & Infra Limited

Authorised Signatory

- 9 SEP 2025

Deepak Goel

XI. The Chairman and Managing Director shall be entitled at any time to resign office as Chairman and Managing Director after giving the company at least Ninety (90) days' notice in writing in that behalf.

XII. **Non - Disclosure and use of Confidentiality Information**

The Chairman and Managing Director (CMD) acknowledges that during the course of his engagement, he will have access to trade secrets, proprietary data, customer information, business strategies, technical know-how, financial data, and other confidential information of the Company. The CMD hereby agrees to:

- Maintain strict confidentiality of all such Confidential Information both during and after the term of this Agreement.
- He shall not use, disclose, or permit the use or disclosure of any Confidential Information to any third party for any purpose other than in connection with the performance of his duties to the Company, except with the Company's prior written consent.
- Return or destroy all Confidential Information, whether in tangible or electronic form, upon termination of this Agreement.

XIII. **Non-Compete and Non-Solicitation**

During the tenure of this Agreement and for a period of **24 months** following its termination (*the "Restricted Period"*), the CMD shall not, directly or indirectly:

- Engage in or be associated with any business substantially similar to or competing with the Company within India or any territory where the Company operates.
- Solicit or attempt to solicit any customer, client, supplier, or business partner of the Company for purposes of diverting business away from the Company.
- Induce or attempt to induce any employee, officer, director, consultant, or contractor of the Company to terminate their relationship with the Company or accept employment with any competing entity.
- This clause does not apply to inventions, ideas, or intellectual property developed by the CMD prior to the commencement of his employment with the Company.

XIV. **Intellectual Property Rights**

The Chairman and Managing Director (CMD) agrees that:

- All inventions, works of authorship, designs, processes, improvements, developments, discoveries, and trade secrets conceived, created, or developed by him, alone or with others, during his employment and relating to the Company's business shall be the sole and exclusive property of the Company.
- He hereby assigns all rights, title, and interest in and to such Inventions gathered during his tenure to the exclusive right of the Company.
- He shall execute such documents and take such actions as the Company may reasonably request to secure and enforce its intellectual property rights.

XV. The terms and conditions of appointment contained hereinabove may be altered or varied by the Board in such manner as it may deem fit and as is acceptable to the Chairman and Managing Director, subject to the approval of the shareholders.

For Laser Power & Infra Limited

Authorized Signatory

- 9 SEP 2025, Deepu G. O. D.



KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
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Kolkata-700001

XVI. No regulation made by the company in a general meeting nor any resolution passed by the Board shall operate retrospectively so as to invalidate any act lawfully done by the Chairman and Managing Director, prior to passing of such resolution or regulation, which act would have been valid had such regulation or resolution had not been made.

XVII. In the event of any dispute or difference at any time arising between the company and the Chairman and Managing Director in respect of this agreement or the several matters specified herein or with reference to anything arising out of or incidental thereto, the parties shall first endeavor to resolve such dispute amicably through conciliations, in the event conciliation fails, such dispute or difference shall be submitted to and be decided by arbitration of three arbitrators, one to be appointed by each party to the dispute or difference, which arbitrators shall appoint a presiding arbitrator 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. The arbitration proceedings shall be conducted in the English language, and the seat and venue of arbitration shall be Kolkata, West Bengal. The award of the arbitral tribunal shall be final and binding on the parties.

XVIII. The Courts of Kolkata shall have the exclusive jurisdiction over all proceedings arising out of or in connection with this Agreement.

XIX. This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations, and understandings (if any) relating to the subject matter hereof. The Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement.

XX. MISCELLANEOUS -

- (a) Amendments - No modification or amendment shall be valid unless made in writing and approved by the Board and shareholders of the Company.
- (b) Notices - Any notice under this Agreement shall be given in writing and delivered by registered post, courier, or email with confirmation of receipt, to the addresses of the parties mentioned above or as updated in writing.
- (c) Severability - If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

For Laser Power & Infra Limited

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Authorized Signatory
(On behalf of Laser Power & Infra Limited)

Deepak Goel
Chairman and Managing Director

Witness: Sign:- P. Agrewal

1. Name - Payal Agrewal
- Address - Adarsh Intelligos,
BN Block, 19th Floor,
Salt Lake, Kol-91



KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
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G.M.Ms' Court
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Kolkata-700001

ATTESIED BY ME

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
REGN. NO. - 2700/04

Name - Suha Jainwal
2. Address - 36, Abhishash Lane,
Phoolbagan, Kol-700010

- 9 SEP 2025