



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



SERVICE AGREEMENT WITH WHOLE-TIME 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. AKSHAT GOEL (DIN 06465043), S/o **Mr. Deepak Goel**, aged about 30 Years, residing at **4, Alipore Park Place, Alipore, Circus Avenue, Kolkata 700 027, West Bengal, India** hereinafter referred to as the "WHOLE-TIME DIRECTOR" of the Other Part;

For Laser Power & Infra Limited

Authorized Signatory

Akshat Goel

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

9 SEP 2025

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NO. DATE
 SOLD TO Laser Power & Infra Ltd.
 OF 4A Palloke St.
 FOR (Ltd) 1<01<1

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

- 9 SEP 2025



THIS IS A VALID DOCUMENT, DATED AT KOLKATA, THE 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, Palloke Street, Palloke, Kolkata - 700 001, West Bengal, India and its Corporate Office at Advanced Industries, 2nd Floor, The Block Sector V, Gurgaon, Kolkata 700 001, West Bengal, India. The undersigned is a duly qualified and experienced professional and is authorized to issue this stamp on behalf of the Government of West Bengal and subject to the necessary conditions.

For Laser Power & Infra Limited

Authorized Signatory

31/09/2025

WHEREAS Mr. Akshat Goel with approval of the Board of Directors (hereinafter called the "Board") on 2nd September, 2024 and of the shareholders on 30th September, 2024 was appointed as the Whole-time Director of the Company for a period of five years with effect from 1st October, 2024 to 30th September, 2029 at a remuneration of Rs. 75 Lakhs per annum for the period of his service in the company during the FY 2024-25.

WHEREAS the Board had at its meeting held on 25th April, 2025, and the shareholders at their meeting held on 22nd May, 2025, had approved and revised the remuneration of Mr. Akshat Goel, the Whole-time Director of the Company, from Rs. 75 Lakhs per annum to Rs. 1.5 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. Akshat Goel as the Whole-time Director of the Company, who shall be liable to retire by rotation during his tenure as Whole-Time 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. Consequent to conversion of the Company from Private Limited to Public Limited, with effect from 8th September, 2025, the Company hereby ratifies the appointment of Mr. Akshat Goel as its **Whole-time Director**, who shall be liable to retire by rotation during his tenure for the remaining period of his appointment from 9th September, 2025 to 30th September, 2029, and Mr. Akshat 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. Akshat Goel as the **Whole-time 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. Akshat 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 Whole-time 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.
- V. The Whole-time 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 Whole-time Director is hereby entrusted with power of managing the business and affairs of the Company. Without prejudice to the general powers

For Laser Power & Infra Limited

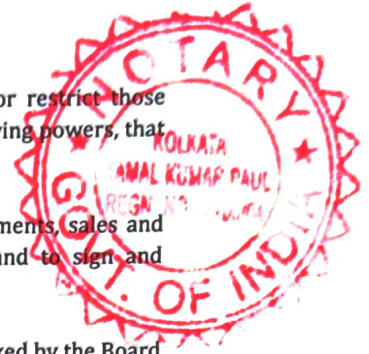
Authorised Signatory

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Akshat Goel
9 SEP 2025

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

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:



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.
3. 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;
4. 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;
5. 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;
6. To refer to arbitration all or any claims or accounts and demands by or against the company;
7. 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;
8. 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;
9. 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;
10. 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;
11. 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

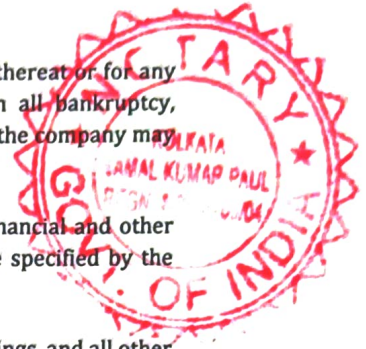
For Laser Power & Infra Limited

Authorized Signatory

Akshat God
9 SEP 2025

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

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;



12. 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;
13. 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;
14. To appoint and remove and re-appoint bankers, solicitors, advocates, accountants, architects, valuers, engineers, and other experts, consultants and advisers and other professionals of the company and to determine their powers, duties, terms of engagement, duration of service, and remuneration, as the Whole time Director may deem fit, subject to applicable laws, the Articles of Association, and such policies or ceilings as may be prescribed by the Board from time to time
15. To become parties to and to present for registration on behalf of the Company all deeds and instruments of whatsoever nature;
16. 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 Whole-Time Director may deem fit.
17. To carry out any resolution of the Board; and
18. 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 by the Whole-time Director;

VII. The Company shall pay to Mr. Akshat Goel the following remuneration for his services as **"Whole-Time Director"** as mentioned under:

1. Salary comprising of

Sl. No.	Component of Salary	Amount in Rs (Per Annum)
A)	Basic Pay	: Rs. 51,37,500/-
B)	House Rent Allowance	: Rs. 45,00,000/-
C)	Special Allowance	: Rs. 53,62,500/-
	Total	: Rs. 1,50,00,000/-

The revision of salary payable to Mr. Akshat Goel shall 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. Akshat Goel shall be entitled to the following perquisites and allowance:

- i. Medical and other expenses,
- ii. Club fees and membership,

For Laser Power & Infra Limited


Authorised Signatory

Akshat Goel
9 SEP 2025

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

- 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 Whole-Time 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, if agreed to by the Chairman.

- VIII. The Whole-Time Director shall be entitled to reimbursement, against submission of proper supporting documents, of all reasonable and duly authorized expenses incurred by him in the course of and for the purpose of discharging his duties and responsibilities on behalf of the Company.
- IX. In the event, the Whole-time Director ceases to be a director of the company for any reason whatsoever, he will shall simultaneously cease to be the Whole-time Director 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 Whole-time Director is determined, the Whole-time 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.
- XI. The Whole-time Director shall be entitled at any time to resign office as Whole-time 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 Whole Time Director 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 Whole Time Director hereby agrees to:

- Maintain strict confidentiality of all such Confidential Information both during and after the term of this Agreement.

For Laser Power & Intra Limited

Authorized Signatory

Ashutosh
9 SEP 2025

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No 2700/04
C.N.M.S' Court
2 & 3, Bankshall Street
Kolkata-700019

- 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 Whole Time Director 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.

XIV. Intellectual Property Rights

The Whole Time Director hereby 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.
- This clause does not apply to inventions, ideas, or intellectual property developed by the Whole-Time Director prior to the commencement of his employment with the Company.

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 Whole-time Director, subject to the approval of the shareholders.

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 Whole-time Director of the company, prior to passing such resolution or regulation, which act would have been valid had such regulation / resolution had not been made.

XVII. In the event of any dispute or difference at any time arising between the company and the Whole-time 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

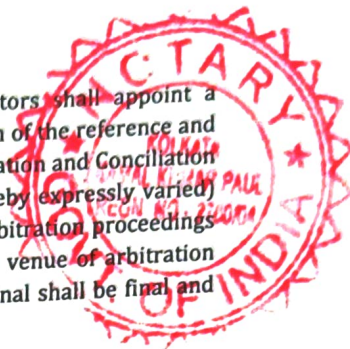
MINISTRY OF INDUSTRY
GOVT. OF INDIA
KOLKATA
REGD. No. 2700/04
6, Abbas' Court
2 & 3, Bankshall Street
Kolkata-700004

For Laser Power & Infra Limited

Authorised Signatory

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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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(On behalf of Laser Power & Infra Limited)



Akshat Goel

Akshat Goel
Whole Time Director

Witness: Sign: - *P. Agarwal*

1. Name - *Payal Agarwal*
Address :- *Adventz Intivity @s,
Bt block, 19th floor,
Saltlake, Kol-91*

Sign - *A. Singh.*
2. Name - *Aditi Singh*
Address - *36, Abinash Sashmal Lane,
Belegkata, Phoolbagan
Kolkata - 70010.*

ATTESIED BY ME
[Signature]
KAMAL KUMAR PAUL
NOTARY Govt. of India
REGD. NO - 2700/04

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
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