



# **BIKAJI FOODS INTERNATIONAL LTD.**

F/196-199, E/188, F/178, Bichhwal Industrial Area, Bikaner, Rajasthan, India - 334006  
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CIN: U15499RJ1995PLC010856 | GST No.: 08AAICS1030P1Z5

**BY AND AMONG**  
**BIKAJI FOODS INTERNATIONAL LIMITED**  
**AND**  
**DEEPAK AGARWAL**





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## AGREEMENT FOR APPOINTMENT OF MR DEEPAK AGARWAL AS MANAGING DIRECTOR

THIS AGREEMENT (hereinafter the "Agreement") made on this 1<sup>st</sup> day of September, 2021:

### BY AND BETWEEN

**BIKAJI FOODS INTERNATIONAL LIMITED**, a Company incorporated under the Companies Act 1956, and having its Registered Office at F 196 -199, F 178 & E 188 BICHHWAL IND. AREA, BIKANER-334006, Rajasthan, hereinafter referred to as "the Company" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**

### AND

**Mr. DEEPAK AGARWAL**, Managing Director (hereinafter called "Mr. DEEPAK" or "the Managing Director") as the case may be, of the **SECOND PART**.

**WHEREAS** the resolution approved by the shareholders in their meeting held on 31<sup>st</sup> December, 2020, Mr. Deepak Agarwal, who was appointed as Whole-time Director for a period of three years from 1<sup>st</sup> February, 2021, to 31<sup>st</sup> January, 2024 be and is hereby re-designated as Managing Director of the company, effective from 01<sup>st</sup> September, 2021 for his balance term and also designated as Whole time Key managerial person of the company.

**AND WHEREAS** the Parties hereto are desirous of entering into an agreement, being these presents, to record the terms and conditions aforesaid.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED** as follows:

### 1. Definitions and interpretation

#### 1.1 Definitions

1.1.1 '**Act**' means the Companies Act, 2013, as amended, modified or re-enacted from time to time.

1.1.2 '**Confidential Information**' means information relating to the business, products, affairs and finances of the Company or any of its associated company or subsidiary for the time being confidential to it or to them





and trade secrets (including without limitation technical data and know-how) relating to the business of the Company or of any of its associated company or of any of its or their suppliers, clients or customers.

1.1.3 **'Intellectual Property'** includes patents, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, proprietary information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country.

1.1.4 **'Parties'** means collectively the Company and the Managing Director and "Party" means individually each of the Parties.

## 1.2 *Interpretation*

In this Agreement, unless the context otherwise requires:

1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;

1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.2.3 Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

## 2. **Term and Termination**

2.1 Subject as hereinafter provided, this Agreement shall remain in force from September 1<sup>st</sup>, 2021 to January 31<sup>st</sup>, 2024, unless terminated earlier.

2.2 This Agreement may be terminated earlier by either Party by giving to the other Party three months' notice in writing or by payment of a sum equivalent to remuneration for the notice period or part thereof in case of shorter notice or on such other terms as may be mutually agreed.





### **3. Duties & Powers**

- 3.1 The Managing Director shall devote his whole time and attention to the business of the Company and carry out such duties as may be entrusted to him by the Board from time to time and separately communicated to him. Subject to the supervision and control of the Board, the Managing Director be entrusted with substantial powers of management which are in connection with and in the best interests of the business of the Company and the business of any one or more of its associated companies and / or subsidiaries, including performing duties as assigned by the Board from time to time.
- 3.2 The Managing Director shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.
- 3.3 The Managing Director undertakes to employ the best of his skill and ability to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

### **4. Remuneration**

4.1 So long as the Managing Director performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.

(a) Monthly salary: Rs. 33.60 lakhs per month

Which is to be revised every year by the Board of Directors and will be effective from the date decided by the Board of Directors. Upon approval, such revised terms will automatically form part of this Agreement.

The aforesaid monthly salary may be bifurcated by way of salary, allowances, performance pay and other heads as per the rules and regulations of the Company for the time being in force and as determined by the Board.





In addition to the above said monthly salary the following amount shall be paid to Mr. DEEPAK AGARWAL as Managing Director as per the rules of the Company for the time being:

(b) Perquisites & allowances:

Mr. DEEPAK AGARWAL, Managing Director would be entitled to other perquisites as per the rules of the Company as applicable. The perquisites and benefits are to be evaluated as per the Income-Tax Rules, 1962 and in the absence of the same, applicable rules at the cost to the Company.

(c) Leave encashment:

Payable to Mr. DEEPAK AGARWAL, Managing Director as per the rules of the Company as applicable.

(d) Gratuity:

Payable to Mr. DEEPAK AGARWAL, Managing Director at the rate of half month's salary for each completed year of service.

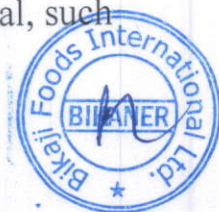
(e) The Managing Director shall be entitled to leave in accordance with the rules of the company.

**4.2 Minimum Remuneration:** Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Managing Director, the Company has no profits or its profits are inadequate, the Company will pay to the Managing Director remuneration by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above or such other remuneration as permitted under applicable laws.

4.1 So long as the Managing Director performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.

(b) **Monthly salary:** Rs. 33.60 lakhs per month

Which is to be revised every year by the Board of Directors and will be effective from the date decided by the Board of Directors. Upon approval, such revised terms will automatically form part of this Agreement.



The aforesaid monthly salary may be bifurcated by way of salary, allowances, performance pay and other heads as per the rules and regulations of the Company for the time being in force and as determined by the Board.

In addition to the above said monthly salary the following amount shall be paid to Mr. DEEPAK AGARWAL as Managing Director as per the rules of the Company for the time being:

**(b) Perquisites & allowances:**

Mr. DEEPAK AGARWAL, Managing Director would be entitled to other perquisites as per the rules of the Company as applicable. The perquisites and benefits are to be evaluated as per the Income-Tax Rules, 1962 and in the absence of the same, applicable rules at the cost to the Company.

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**(e)** The Managing Director shall be entitled to leave in accordance with the rules of the company.

**4.2 Minimum Remuneration:** Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Managing Director, the Company has no profits or its profits are inadequate, the Company will pay to the Managing Director remuneration by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above or such other remuneration as permitted under applicable laws.

**5. Variation**

The terms and conditions of the appointment of the Managing Director and / or this Agreement 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 or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Managing Director, subject to such approvals as may be required.

## **6. Intellectual Property**

- 6.1 The Parties acknowledge that the Managing Director may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the Managing Director has a special obligation to protect such IP and use them to further the interests of the Company.
- 6.2 Subject to the provisions of the laws relating to IP for the time being in force in India, if at any time during his employment, the Managing Director makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the IP shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Managing Director shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Managing Director shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the IP in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

The Managing Director shall not under any circumstances be entitled to use the above referred Intellectual Property Rights for any purpose other than that of the business of the Company and/or with the specific authorization from the Company. The Managing Director shall also not be entitled to claim author's special rights or other similar right under any law of any country for the time being in force and waives all such rights. Provided that if any law for the time being in force requires that such works, innovations, inventions or other Intellectual Property requires to be assigned to the Company, for the Company to become the absolute owner thereof, the Managing Director hereby agrees to absolutely and unconditionally assign to the Company (or any Person or entity designated by the Company) all his right, title and interest in and to all inventions and all Intellectual Property Rights therein, as and when such inventions and Intellectual Property Rights are created.





6.3 The Managing Director hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of this clause and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

6.4 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Managing Director's employment under the Agreement and shall be binding upon his heirs and legal representatives.

## **7. Confidentiality**

7.1 The Managing Director is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including IP, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.

7.2 The Managing Director shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.

7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Managing Director during the course of his employment shall be the property of the Company and shall be surrendered by the Managing Director to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.





## **8. Non-competition & Non-solicitation**

The Managing Director covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its subsidiaries or associated companies.

In addition to the above, the Managing Director covenants and undertakes with the Company that he will not either on his own behalf or on behalf of any other person or persons (including body corporate or company) either act for or knowingly solicit or approach to solicit or entice away from the Company or knowingly employ or aid or assist any other person or persons in employing or otherwise retaining the services of any employees of the Company. Furthermore, the Managing Director will not cause or seek to cause to be terminated or otherwise adversely affected, or otherwise interfere with, any agreement or arrangement of any kind to which the Company is a party or by which it benefits.

## **9. Company Policies**

All Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Managing Director, unless specifically provided otherwise.

## **10. Summary termination of employment**

The employment of the Managing Director may be terminated by the Company without notice or payment in lieu of notice:

- a. if the Managing Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director of any of the stipulations contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the Managing Director.





## **11. Termination due to physical / mental incapacity**

In the event the Managing Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate this contract on such terms as the Board may consider appropriate in the circumstances.

## **12. Resignation from directorships**

Upon the termination by whatever means of his employment under the Agreement:

- a. the Managing Director shall immediately tender his resignation from office as a director of the Company and from such other offices held by him in any subsidiaries and associated companies without claim for compensation for loss of office and in the event of his failure to do so the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to sign and deliver such resignation or resignations to the Company and to each of the subsidiaries and associated companies of which the Managing Director is at the material time a director or other officer.
- b. the Managing Director shall not without the consent of the Company at any time thereafter represent himself as connected with the Company or any of the subsidiaries and associated companies.

## **13. Agreement co-terminus with employment / directorship**

- 13.1 The Managing Director is being appointed by virtue of his employment in the Company and his appointment shall be subject to the provisions of Section 196 & 197 of the Act.
- 13.2 If and when this Agreement expires or is terminated for any reason whatsoever, Mr. Deepak Agarwal will cease to be the Managing Director and also cease to be a director. If at any time, the Managing Director ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Managing Director and this Agreement shall forthwith terminate. If at any time, the Managing Director ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Managing Director of the Company.





## 14. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the Managing Director his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

## 15. Miscellaneous

### 15.1 *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of India.

### 15.2 *Jurisdiction*

The Parties have agreed to the jurisdiction of the courts in Bikaner, Rajasthan.

### 15.3 *Entire Agreement*

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. Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

### 15.4 *Waiver*

A waiver by either Party of a breach of provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

### 15.5 *Severability*



Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue.



#### 15.6 *Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.





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

|                                                                                         |                                                                                                                                                           |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accepted & Agreed:<br>For and on behalf of the<br>Company:<br><br>Name:<br>Designation: | <br><b>Shiv Ratan Agarwal</b><br><b>Chairman Cum Whole Time Director</b> |
| Accepted & Agreed:<br>Deepak Agarwal:                                                   |                                                                        |

