
DRAFT AGREEMENT

BETWEEN

BIRLA CABLE LIMITED

AND

SHRI R.SRIDHARAN
(MANAGER & CHIEF EXECUTIVE OFFICER)

**DRAFT AGREEMENT
BETWEEN
BIRLA CABLE LIMITED
AND
SHRI R. SRIDHARAN**

AN AGREEMENT made at _____ this ____ day of _____, Two Thousand Twenty between BIRLA CABLE LIMITED, a Public Limited Company registered and incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Udyog Vihar, P.O.Chorhata, Rewa - 486006 (M.P.) (hereinafter referred to as "The Company") of the ONE PART

AND

SHRI R. SRIDHARAN S/o Shri Raman Subramanyam residing at B-909, B-Wing, "Sanskar", Gavanpada Road, Neelam Nagar Phase II, Mulund East, Mumbai -400 081 (hereinafter referred to as "Shri R.Sridharan ") of the OTHER PART.

The Company and Shri R.Sridharan are hereinafter collectively referred to as "parties" and individually as "party".

WHEREAS the Board of Directors of the Company at its meeting held on 6th February, 2020 re-appointed Shri R.Sridharan as "Manager & Chief Executive Officer" (Manager & CEO) of the Company within the meaning of Section 2(53) read with Section 196 and 203 of the Companies Act, 2013 for a further period of three (3) years with effect from 4th May, 2020 on the terms and conditions including remuneration payable to him and other perquisites, allowances and benefits to be given to him as determined and approved by the Nomination and Remuneration Committee of the Board of Directors in its meeting held on 6th February, 2020 and as contained in the draft of the Agreement expressed to be made between the Company and Shri R. Sridharan subject to the approval of members of the Company by way of Special Resolution under the relevant provisions of the Companies Act, 2013 and relevant Rules made thereunder.

AND WHEREAS the aforesaid re-appointment, terms of remuneration and other conditions have been approved and confirmed by the Company as per the Special Resolution passed through Postal Ballot by members on ____ March, 2020.

AND WHEREAS accordingly the parties hereto are executing this agreement for re-appointment and payment of remuneration and perquisites and other benefits to Shri R.Sridharan, Manager & CEO, in terms of the approval granted by the Company for the said period of five (3) years i.e. from 4th May, 2020 to 3rd May, 2023.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- 1.0 The Company re-appoints Shri R.Sridharan as its Manager & Chief Executive Officer (Manager & CEO) and Shri R.Sridharan agrees to act as a Manager & CEO of the Company for a further period of three (3) years with effect from 4th May, 2020. The re-appointment of Shri R.Sridharan as Manager & CEO may be renewed further subject to the approval of the Company, if necessary, and upon such terms and conditions as may be agreed upon by the parties hereto.
- 2.0 During the said period of his employment hereunder, Shri R.Sridharan, Manager & CEO shall devote sufficient time and attention to the business and affairs of the Company and shall perform and discharge all such duties and responsibilities as may from time to time be assigned and entrusted to

him by the Board of Directors of the Company save and except those matters which are explicitly required to be dealt with by the Board of Directors of the Company or any Committees thereof and by the Company in General Meeting. He shall be accorded and shall possess and exercise all such powers as may be required by and be granted to him for the proper performance, discharge and execution of his duties and responsibilities. He shall at all times be subject to the superintendence, control and direction of the Board of Directors of the Company and shall in all respects comply with all its lawful directions. Shri R.Sridharan with his vast experience in the industry and adequate exposure to the international and domestic market is the right candidate for the job. The Board of Directors may from time to time entrust to the Manager & CEO such of the powers, as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think proper, expedient and desirable. PROVIDED always that Shri R.Sridharan shall not exercise any of the following powers -

- 2.1 to make calls on shareholders in respect of moneys unpaid on their shares in the Company;
- 2.2 to borrow moneys or make loans except within the limits and for the purpose previously fixed by the Board of Directors at their Meeting;
- 2.3 to invest the funds of the Company except within the limits and nature previously fixed by the Board of Directors at their Meeting;
- 2.4 to issue debentures;
- 2.5 such acts as the Board of Directors may decide to do itself or delegate or authorize to any duly constituted Committee of the Board of Directors as per the terms of reference specified by it from time to time; and
- 2.6 such powers and authorities which have been specifically entrusted to or conferred on certain Director(s) as per resolution passed by the Board of Directors of the Company.
- 3.0 The company shall pay to Shri R.Sridharan during the subsistence of this Agreement in consideration of performance of his duties as the Manager & CEO the following remuneration and perquisites, viz.
 - 3.1 **Basic Salary:** Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousands only) per month with such annual increments which will be effective from 1st July each year as decided by the Board of Directors of the Company based on the recommendation of the Nomination and Remuneration Committee.
 - 3.2 **Special Allowance:** Rs.2,15,000/- (Rupees Two Lakhs Fifteen Thousands only) per month with such annual increase which will be effective from 1st July each year as decided by the Board of Directors of the Company based on the recommendation of the Nomination and Remuneration Committee, subject to a ceiling of 60% of Basic Salary as defined in Para (1) above.
 - 3.3 **Allowances and Perquisites:** In addition to the Basic Salary and Special Allowance as outlined above, the Manager & CEO shall be entitled to allowances and perquisites/benefits as under:
 - 3.3.0 **House Rent Allowance(HRA):** HRA at the rate of 40% of the Basic Salary.
 - 3.3.1 **Medical Benefits:** Payment/reimbursement of expenses incurred for self and family (including premium paid on mediclaim/health insurance policies) or medical allowance in accordance with the rules of the Company.

- 3.3.2 **Leave Travel Allowance/Concession:** For Self and family, once in a year, in accordance with the Rules of the Company.
- 3.3.3 **Club Fees :** Payment/reimbursement of club fees for not more than one club in India, excluding admission and life membership fees.
- 3.3.4 **Personal Accident Insurance Premium:** As per Rules of the Company.
- 3.3.5 **Contribution to Provident Fund and Superannuation or Annuity Fund:** As per the Rules framed under the Company's relevant schemes and applicable statutory provisions, if any, from time to time.
- 3.3.6 **Gratuity:** As per Rules of the Company and applicable statutory provisions, if any, from time to time.
- 3.3.7 **Leave Encashment:** Leave with full pay and allowances as per Rules of the Company. Accumulation/encashment of unavailed earned privilege leave will be permissible in accordance with the Rules of the Company.
- 3.3.8 **Other Perquisites, benefits & Allowance(s) (including Performance Linked Bonus):** As may be decided by the Board of Directors on the recommendation of the Nomination and Remuneration Committee.
- 3.3.9 **Car/Communication Facilities:** The following shall not be included in the computation of perquisites –
- (a) Provision of Company's car(s) with driver for official use.
 - (b) Provision of free telephone(s) and/or other communication facilities or reimbursement of telephone/communication expenses at residence including payment of local calls and long distance official calls.

Explanation(s):

- (i) Family mentioned above means the spouse, dependent parents and dependent children of the Manager & CEO.
- (ii) The said perquisites and allowances shall be evaluated at actual cost or if the cost is not ascertainable the same shall be valued as per the Income Tax Act, 1961 or any rules thereunder as are in force from time to time.
- (iii) The Company's contribution to or provision for provident fund, pension, superannuation or annuity funds, to the extent these either singly or put together are not taxable under the Income Tax Act, 1961, gratuity payable at rate not exceeding half a month's salary for each completed year of service and encashment of accumulated leave at the end of terms of office in accordance with the rules of the Company, shall not be included in the computation of limits for the remuneration which includes Basic Salary, Allowances and Perquisites/benefits aforesaid.
- (iv) For the purpose of gratuity and contribution to superannuation or annuity fund and leave encashment benefits, the services of Shri R.Sridharan will be considered continuous service with the Company from the date he joined the services of sister concern(s) or this Company in any capacity from time to time.
- (v) The Manager & CEO shall be entitled to be paid/reimbursed by the Company all travelling, entertainment and other out-of-pocket business promotion expenses, costs, charges and expenses as may be incurred by him for the purpose of or on behalf of the Company or as may be approved by the Nomination and Remuneration Committee and/or the Board.

- 3.4.0 **Overall Remuneration:** The Board of Directors based on the recommendation/approval of the Nomination and Remuneration Committee and/or any other Committee constituted by the Board for the purpose is entitled to revise the remuneration payable to the Manager & CEO from time to time, as it may, in its discretion deem fit, subject to the limits, if any, prescribed in this regard under Section 197, Schedule V or elsewhere under the Companies Act, 2013 read with rules framed thereunder and/or under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time, in such manner as may be agreed to between the Board and Manager & CEO, subject to such approvals, if so required.
- 4.0 The headquarters of Shri R.Sridharan, Manager & CEO will be at Mumbai where he has to regularly stay for attending his duties.
- 4.1 In case Shri R.Sridharan is required to go or reside outside Mumbai in connection with the Company's work in his capacity as a Manager & CEO, the Company shall bear all expenses for his lodging and boarding or Shri R.Sridharan may be reimbursed all expenses actually and properly incurred by him in the course of legitimate business of the Company.
- 5.0 Shri R.Sridharan shall subscribe to and abide by the Company's Code of Conduct for all Board members and Senior Management Personnel besides ensuring strict compliance/adherence with the Company's Code of Conduct for Prevention of Insider Trading as formulated pursuant to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- 6.0 Shri R. Sridharan shall not during the continuance of his employment with the Company or at any time thereafter, divulge or disclose to any person whomsoever or to make any use whatsoever for his own or any purpose other than that of the Company/its associate or sister concern(s) or Joint Ventures or a Body Corporate belonging to M.P. Birla Group any information, knowledge or trade secrets or its methods obtained/acquired by him (in the course of or incidental to his employment hereunder) as to the business or affairs of the Company/its associate or sister concern(s) and shall use his best endeavours to prevent any other person from doing so. Shri R. Sridharan shall also not, without the consent of the Board of Directors or any Committee thereof, divulge or disclose the methods, systems or appliances, etc. pertaining to the manufacturing activity of the Company. However, such divulgence or disclosure by him to officers and employees of the Company/its associate or sister concern(s) for the purpose of business of the Company shall not be deemed to be contravention of this clause.
- 7.0 Shri R. Sridharan shall not be entitled to supplement his earnings with any buying or selling commission from the Company's business. He shall not, so long as he functions as the Manager & CEO of the Company, become interested or otherwise concerned directly or through his wife and/or minor children in any selling agency of the Company in future without the prior approval of the Board and, if necessary as per law, of the Central Government. In case of contravention of such an undertaking the appointment of Shri R.Sridharan as Manager & CEO shall stand automatically terminated.
- 8.0 If Shri R. Sridharan be guilty of such inattention to or negligence in the conduct of the business of the Company or of misconduct or of any other act or omission inconsistent with his duties as Manager & CEO or any breach of this agreement or without leave of absence shall absent himself from his duties (except on account of personal accident or illness), or in the event of liquidation of the Company (except for the purpose of reconstruction or amalgamation) or becomes disqualified to act as a

Manager for any reason including pursuant to the provisions of the Companies Act, 2013 or any other law for the time being in force or if he become insolvent or make any composition or arrangement with his creditors then in any such case, the Company or Liquidator thereof, as the case may be, may forthwith by written notice to Shri R. Sridharan do determine this Agreement and he shall cease to be a Manager & CEO of the Company. In the event of termination under this clause, Shri R.Sridharan shall be paid his remuneration upto the date of such termination and all other benefits which may have accrued to him upto the said date of termination.

- 9.0 Notwithstanding anything contrary contained herein, this Agreement may be terminated by either party (the Company or Shri R.Sridharan) by giving to other party three month's prior notice in writing.
- 10.0 Any notice required to be given hereunder shall be sufficiently served upon Shri R. Sridharan by being sent to him by prepaid post at his last known place of abode in India and on the company by being delivered or sent by post to its Registered Office. Every notice sent by post shall be deemed to have been served on the next date after posting.
- 11.0 This agreement shall be governed by and construed and interpreted under the laws of India exclusively. If either during the continuance of this Agreement or any time thereafter any dispute or difference whatsoever shall arise between the parties hereto concerning the interpretation of any of the provisions hereof or otherwise relating to the respective rights and obligations of the parties hereto, such dispute or difference shall be referred to the arbitration of three arbitrators, one to be appointed by each party hereto and the two appointed arbitrators shall appoint the third Arbitrator who shall act as the Presiding Arbitrator. The arbitration shall be conducted in all respects in accordance with the applicable provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof time being in force and such arbitration proceedings shall be held at New Delhi and in English language. The award of arbitrators shall be final and binding upon both parties.
- 12.0 The terms and conditions for re-appointment of Shri R.Sridharan as Manager & CEO and contained in this agreement may be altered, varied, modified or amended and remuneration, perquisites and benefits payable to him as set out herein may be increased, enhanced or widened from time to time by the Board of Directors of the Company or a Committee thereof as it may, at its discretion deem fit subject to the limits, if any, prescribed in this regard under Section 197, Schedule V or elsewhere under the Companies Act, 2013 read with rules framed thereunder and/or under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time, in such manner as may be agreed to between the Board and Manager & CEO, subject to such approvals, if so required during the tenure of present agreement.

IN WITNESS WHEREOF the parties have hereto duly executed these presents the day and year first herein before written.

For Birla Cable Ltd.

(R. SRIDHARAN)

DIRECTOR

The Common Seal of BIRLA CABLE LIMITED. is hereunto affixed pursuant to a Resolution of the Board of Directors of the Company passed on 6th day of February, 2020, in the presence of Shri_____ its Director and Shri Somesh Laddha, Company Secretary, who have subscribed their respective signature hereto.

(SOMESH LADDHA)
COMPANY SECRETARY

DIRECTOR

Signed Sealed and Delivered by the
withinnamed SHRI R.SRIDHARAN
in the presence of:

(R.SRIDHARAN)