
AGREEMENT

BETWEEN

UNIVERSAL CABLES LIMITED

AND

SHRI Y.S.LODHA
(MANAGING DIRECTOR
&
CHIEF EXECUTIVE OFFICER)

A G R E E M E N T
B E T W E E N
U N I V E R S A L C A B L E S L I M I T E D
A N D
S H R I Y . S . L O D H A

AN AGREEMENT made at New Delhi thisth day of, Two Thousand Nineteen between UNIVERSAL CABLES LIMITED, a Public Limited Company within the meaning of the Companies Act, 2013 having Corporate Identity No. L31300MP1945PLC001114 and having its Registered Office at P.O. Birla Vikas, Satna - 485 005 (M.P.), (hereinafter referred to as "the Company") of the ONE PART

AND

Shri Y.S.Lodha (DIN: 00052861) residing at Flat No. 802, K.M. Apartments, Plot No.12, Sector-12, Dwarka, New Delhi-110 075 (hereinafter referred to as "Shri Y.S.Lodha") of the OTHER PART.

The Company and Shri Y.S.Lodha are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS the Board of Directors of the Company at its Meeting held on 11th February, 2019 appointed Shri Y.S.Lodha as Managing Director & Chief Executive Officer of the Company within the meaning of Section 2(54) read with Sections 196, 197, 203 read with Schedule V and all other applicable provisions, if any, of the Companies Act, 2013 and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, for a period of three (3) years with effect from 11th February, 2019 to 10th February, 2022 on the terms and conditions including remuneration payable to him and other perquisites, allowances and benefits to be given to him as approved and recommended by the Nomination and Remuneration Committee of the Board of Directors in its Meeting held on 11th February, 2019 and as contained in the draft of the Agreement expressed to be made between the Company and Shri Y.S.Lodha subject to the approval of the Members of the Company by way of a Special Resolution under the relevant provisions of the Companies Act, 2013 and rules made thereunder.

AND WHEREAS the aforesaid appointment, terms of remuneration and other conditions have been approved and confirmed by the Members of the Company by way of Special Resolution passed in that behalf through Postal Ballot Notice dated 11th February, 2019 and have been deemed to be passed on last date of e-voting/receipt of Postal Ballot i.e. 26th March, 2019.

AND WHEREAS accordingly the Parties hereto are executing this Agreement for appointment and payment of remuneration and emoluments, perquisites and other benefits to Shri Y.S.Lodha, Managing Director & Chief Executive Officer, in terms of the approval granted by the Members of the Company for the said period of three (3) years with effect from 11th February, 2019 to 10th February, 2022.

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

- 1.0 The Company appoints Shri Y.S.Lodha as its Managing Director & Chief Executive Officer and Shri Y.S.Lodha agrees to act as Managing Director & Chief Executive Officer of the Company for a period of three (3) years with effect from 11th February, 2019 to 10th February, 2022. The appointment of

[2]

Shri Y.S.Lodha as Managing Director & Chief Executive Officer may be renewed further beyond 10th February, 2022, upon such terms and conditions as may be agreed upon by the Parties hereto, subject to compliance with requisite approval/consent as may be necessary for the purpose.

- 2.0 Subject to the superintendence, control and direction of the Board of Directors of the Company, and the provisions of Memorandum and Articles of Association and the regulation made by the Company in General Meetings and the restrictions imposed by the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof or amendment(s) thereto), Shri Y.S.Lodha shall be entrusted with substantial powers of management of affairs of the Company read with Explanation to Section 2(54) of the Companies Act, 2013, as amended from time to time. Shri Y.S.Lodha shall, devote his such time and attention to the business of the Company and carry out such duties as may be entrusted to him by the Board of Directors from time to time and exercise such powers as may be assigned to him in connection with and in the best interest of the business of the Company.

PROVIDED always that Shri Y.S.Lodha shall not exercise any of the following powers –

- (i) to make calls on shareholders in respect of money unpaid on their shares;
- (ii) to authorise buy-back of securities under section 68 of the Companies Act, 2013;
- (iii) to issue securities, including debentures, whether in or outside India;
- (iv) to borrow monies, unless the powers in this respect are expressly delegated to him by Board of Directors;
- (v) to invest the funds of the Company, unless the powers in this respect are expressly delegated to him by Board of Directors;
- (vi) to grant loans or give guarantee or provide security in respect of loans, unless the powers in this respect are expressly delegated to him by Board of Directors;
- (vii) to approve financial statement and the Board's report;
- (viii) to diversify the business of the Company;
- (ix) to approve amalgamation, merger or reconstruction;
- (x) to take over a company or acquire a controlling or substantial stake in another Company'
- (xi) 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; and

[3]

(xii) The Managing Director & Chief Executive Officer shall not have the powers which are to be exercised by the Board of Directors only as provided under the Companies Act, 2013 and rules made thereunder.

3.0 The Company shall pay to Shri Y.S.Lodha during the subsistence of this Agreement in consideration of performance of his duties as the Managing Director & Chief Executive Officer, the following remuneration, allowances and perquisites/benefits, viz.:

I. Tenure of Appointment:

Three (3) years with effect from 11th February, 2019 to 10th February, 2022.

II. Remuneration:

- (1) **Basic Salary:** ₹4,05,000/- (Rupees Four Lakhs Five Thousand only) per month with such annual increments which will be effective from 1st April each financial year, as may be approved by the Board of Directors of the Company based on the recommendation/approval of the Nomination and Remuneration Committee.
- (2) **Performance Linked Bonus and/or Special Allowance:** Such amount as may be considered appropriate from time to time and approved by the Board of Directors based on the recommendation/approval of the Nomination and Remuneration Committee, for each financial year.
- (3) **Allowances and Perquisites:** In addition to the Basic Salary, Performance Linked Bonus and/or Special Allowance as outlined above, the Managing Director & Chief Executive Officer shall be entitled to allowances, perquisites and benefits as under:
 - (i) **House Rent Allowance (HRA):** HRA at the rate of 40% of the Basic Salary. In addition, the expenditure incurred on furnishing, repairs/upkeep and maintenance, society charges and utilities (e.g. gas, fuel, electricity, water charges, etc.) of residential accommodation shall be reimbursed on actual basis.
 - (ii) **Medical Benefits:** Payment/reimbursement of medical expenses incurred for self and family (including premium paid on mediclaim/health insurance policies, whether in India or abroad) in accordance with the Rules of the Company.
 - (iii) **Leave Travel Allowance/Assistance:** For self and family, once in a year, in accordance with the Rules of the Company.
 - (iv) **Club Fees:** Payment/reimbursement of club fees for not more than one club in India, excluding admission and life membership fees.
 - (v) **Personal Accident Insurance Premium:** As per Rules of the Company.

[4]

- (vi) **Contribution to Provident Fund and Superannuation Fund:** As per the Rules framed under the Company's relevant schemes and applicable statutory provisions, if any, from time to time.
- (vii) **Contribution to National Pension Scheme (NPS):** Contribution to NPS subject to a maximum of 10% of the Basic Salary, if permissible, as per Rules of the Company.
- (viii) **Gratuity:** As per Rules of the Company as applicable from time to time.
- (ix) **Leave Encashment:** Leave with full pay and allowances with all benefits and amenities as per Rules of the Company. Accumulation as well as encashment of unavailed earned privilege leave will be permissible in accordance with the Rules of the Company.
- (x) **Other Perquisites, Benefits & Allowance(s):** As per Rules of the Company as may be available to other senior executives of the Company and/or as may be decided by the Board of Directors based on approval, if any, accorded by the Nomination and Remuneration Committee.
- (xi) **Car/Communication Facilities:** The following shall not be included in the computation of perquisites :
 - (a) Provision of Company's car 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):

- (a) Family mentioned above means the spouse and dependent children of the Managing Director & Chief Executive Officer.
- (b) The said perquisites and allowances shall be evaluated, wherever applicable, as per the provisions of the Income Tax Act, 1961 and rules framed thereunder or any statutory modification(s) or re-enactments(s) thereof. In the absence of any such rules, perquisites and allowances shall be evaluated at actual cost.
- (c) The Company's contribution to or provision for provident fund, pension including National Pension Scheme (NPS), superannuation or annuity fund, to the extent these either singly or put together are not taxable under the Income Tax Act, 1961, gratuity payable at the rate not exceeding half a month's salary for each completed year of service and encashment of unavailed accumulated privilege leave at the end of the tenure, as per the relevant rules of the Company,

[5]

shall not be included in the computation of the ceiling on remuneration which includes Basic Salary, Performance Linked Bonus and/or Special Allowance, Allowances and Perquisites/Benefits, etc.

- (d) For the purpose of payment of gratuity, Company's contribution to superannuation or annuity fund and leave encashment benefits, the services of Shri Y.S.Lodha will be considered continuous service with the Company from the date he joined the services of associate/sister concern(s) or this Company in any capacity from time to time and termination of this Agreement followed by an immediate renewal thereof or execution of a fresh agreement will not be considered as any break in the service.
 - (e) The Managing Director & Chief Executive Officer shall be entitled to be paid/reimbursed by the Company all travelling, board and lodging during business trips, 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. Expenses including travelling, board and lodging relating to spouse accompanying on any official domestic and overseas business trips or other facilities, if any, shall be dealt with in accordance with the practices and rules of the Company as applicable from time to time. The Managing Director & Chief Executive Officer would also be entitled to any other benefits or privileges as may be available to the other senior executives of the Company including but not limited to Social/housing loan(s) as per Rules of the Company as applicable from time to time.
- (4) **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 Managing Director & Chief Executive Officer from time to time, as it may, in its discretion deem fit, subject to 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 the Managing Director & Chief Executive Officer, subject to such approvals, if so required.

III. Other Conditions:

- (a) As long as Shri Y.S.Lodha functions as the Managing Director & Chief Executive Officer of the Company, no sitting fees will be paid to him for attending the Meetings of the Board of Directors or Committees thereof.

[5]

- (b) Shri Y.S.Lodha, in the capacity of Managing Director & Chief Executive Officer, shall be considered as a Key Managerial Personnel pursuant to the provisions of Section 203 of the Companies Act, 2013 read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014.
- (c) In addition to his present appointment as Managing Director & Chief Executive Officer of the Company, Shri Y.S.Lodha had also been appointed/re-appointed as Managing Director of an associate company viz. Vindhya Telelinks Limited. He would receive remuneration from Vindhya Telelinks Limited as well on holding the managerial position of Managing Director, provided that subject to the provisions of Sections I to IV of Part II of Schedule V to the Companies Act, 2013, the total remuneration drawn by him from both the companies shall not generally exceed the higher of maximum limit admissible from any one of the companies of which he is a managerial person as prescribed under Section V of Part II of Schedule V to the Companies Act, 2013. Provided further that the remuneration/minimum remuneration in excess of above limit may be paid once the approval is accorded by the members of the Company by way of Special Resolution for payment of remuneration, perquisites, benefits, etc. to Shri Y.S.Lodha in the capacity of Managing Director & Chief Executive Officer of the Company and compliance with other relevant terms and conditions as contained in Section I to V of Part II of Schedule V to the Companies Act, 2013 to the extent applicable in such case.
- (d) Shri Y.S.Lodha shall, devote his such time and attention to the business of the Company and carry out such duties as may be entrusted to him by the Board of Directors from time to time and exercise such powers as may be assigned to him, subject to superintendence, control and direction of the Board of Directors in connection with and in the best interest of the business of the Company.
- (e) The terms and conditions of the Agreement for appointment of Shri Y.S.Lodha as Managing Director & Chief Executive Officer of the Company may be altered, varied, modified or amended and/or remuneration payable to him (including salary, Performance Linked Bonus and/or Special Allowance, if any, allowances, perquisites and benefits) as set out herein may be increased/enhanced from time to time by the Board of Directors of the Company and/or the Nomination and Remuneration Committee as it may, at its discretion deem fit, irrespective of the limits stipulated under Schedule V of 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 & Chief Executive Officer, subject to such further approvals, if so required.
- (f) The Company shall indemnify Shri Y.S.Lodha and keep him indemnified against all costs, expenses, losses, damages, penalties that he may incur or suffer in the course of attending or performing the Company's work including but not limited to legal costs and expenses incurred by him in defending any dispute or proceedings in any Court of Law, Arbitration, etc.

[7]

- (g) The Agreement may be terminated by either Party (the Company or Shri Y.S.Lodha) by giving to other Party six calendar months prior notice in writing of such termination or the Company paying six months remuneration (including Allowances and Perquisites/benefits) in lieu of the notice to Shri Y.S.Lodha.
- 4.0 The headquarters of Shri Y.S.Lodha, Managing Director & Chief Executive Officer will be at New Delhi/National Capital Region where he has to regularly stay for attending his duties.
- 5.0 In case Shri Y.S.Lodha is required to go or reside outside New Delhi in connection with the Company's work in his capacity as Managing Director & Chief Executive Officer, the Company shall bear all travelling expenses including for lodging and boarding or Shri Y.S.Lodha may be reimbursed all expenses actually and properly incurred by him in the course of legitimate business of the Company.
- 6.0 Shri Y.S.Lodha 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 Internal Procedures and Conduct for Regulating, Monitoring and Reporting of trading by Insiders as formulated pursuant to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- 7.0 Shri Y.S.Lodha 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 Y.S.Lodha 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.
- 8.0 Shri Y.S.Lodha shall not be entitled to supplement his earnings with any buying or selling commission either directly or indirectly in any manner including through relatives as defined under the Companies Act, 2013 and rules made thereunder. He shall not, so long as he functions as the Managing Director & Chief Executive Officer of the Company, become interested or otherwise concerned directly or through his wife and/or minor children or any other member of the family in any selling agency of the Company without the prior approval of the Board or such authorities as may be necessary in accordance with applicable laws to the Company.

[8]

- 9.0 If Shri Y.S.Lodha 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 Managing Director & Chief Executive Officer or any breach of this Agreement or without prior intimation 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 Managing Director for any reason including pursuant to the provisions of the Companies Act, 2013 or any other law for the time being in force, the Company may by written notice to Shri Y.S.Lodha do determine this Agreement and he shall cease to be a Managing Director & Chief Executive Officer of the Company. In the event of determination under this clause, Shri Y.S.Lodha shall be paid his remuneration upto the date of such determination and all other Allowances, Perquisites/benefits which may have accrued to him upto the said date of determination.
- 10.0 Notwithstanding anything contrary contained herein, this Agreement may be terminated by either Party (the Company or Shri Y.S.Lodha) by giving to other Party six calendar months prior notice in writing of such termination or the Company paying six months remuneration (including Allowances and Perquisites/benefits) in lieu of the notice to Shri Y.S.Lodha.
- 11.0 Shri Y.S.Lodha is not related to any Director of the Company in terms of Section 2(77) read with Companies (Specification of Definition Details) Rules, 2014.
- 12.0 The Company shall indemnify Shri Y.S.Lodha and keep him indemnified against all costs, expenses, losses, damages, penalties that he may incur or suffer in the course of attending or performing the Company's work including but not limited to legal costs and expenses incurred by him in defending any dispute or proceedings in any Court of Law, Arbitration, etc.
- 13.0 Any notice required to be given hereunder shall be sufficiently served upon Shri Y.S.Lodha 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.
- 14.0 This Agreement shall be governed by and construed and interpreted under the laws of India exclusively. Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. Such arbitration proceedings shall be held at New Delhi and in English language.

[9]

15.0. This Agreement represents the entire Agreement between the Company and Shri Y.S.Lodha and supersedes the earlier agreement, arrangements or understandings, if any, between the Company and Shri Y.S.Lodha, save as respects things done or omitted to be done before such supersession.

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

For **Universal Cables Limited**

(Y.S.LODHA)

(HARSH V. LODHA)
Chairman
(DIN: 00394094)

The Common Seal of UNIVERSAL CABLES LIMITED is hereunto affixed pursuant to the Resolution passed by the Board of Directors of the Company at their Meeting held on 11th February, 2019 in the presence of Shri Harsh V. Lodha, Chairman and Shri, Authorised Official, who have subscribed their respective signature hereto.

HARSH V. LODHA)
Chairman
(DIN: 00394094)

Signed Sealed and Delivered by the withinnamed Shri Y.S.Lodha in the presence of Shri, Authorised Official

(Y.S.LODHA)
(DIN: 00052861)