

THIS AGREEMENT is made at Mumbai this _____ day of _____, 2024 between **Hubtown Limited**, having its Registered Office at Hubtown Seasons, CTS No. 469-A, Opp. Jain Temple, R. K. Chemburkar Marg, Chembur (East), Mumbai - 400071 (hereinafter called 'the Company') of the ONE PART and **Mr. Hemant M. Shah**, residing at Floor 13 2, Divinity, Keshavrao Khadye Marg, Near Lal Lajpatrai College, Tardeo, Mumbai-400 034 of the OTHER PART;

WHEREAS in the meeting of the Board of Directors of the Company held on May 24, 2024, **Mr. Hemant M. Shah** was reappointed as Wholetime Director designated as **Executive Chairman** of the Company (hereinafter called 'the Executive Chairman') for a period of three years with effect from **January 1, 2025 to December 31, 2027**;

WHEREAS by a resolution passed at the Thirty Sixth Annual General Meeting of the Company held on September 30, 2024, Mr. Hemant M. Shah was reappointed as Wholetime Director designated as Executive Chairman of the Company for a period of three years from January 1, 2025 to December 31, 2027, on the terms and conditions and remuneration as approved at the said Meeting;

AND WHEREAS Mr. Hemant M. Shah has agreed to act as such Executive Chairman;

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

1. **Mr. Hemant M. Shah is hereby appointed as Wholetime Director designated as Executive Chairman of the Company for a period of five years with effect from January 1, 2025 to December 31, 2027.**
2. The Executive Chairman shall devote his wholetime and attention to the business of the Company and shall carry out such functions, exercise such powers of management and carry out such duties as may be entrusted to him by the Board in connection with and in the best interests of the business of the Company and the business of one or more of its associate companies / joint ventures / subsidiary companies from time to time.
3. The Executive Chairman is empowered, at anytime and from time to time, to delegate all or any of the powers by power of attorney under his hand or otherwise by appointing any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretion and for such period and subject to such conditions as he may from time to time deem fit.
4. The Executive Chairman shall be entitled, during the term of his office as Executive Chairman, to receive from the Company, remuneration as follows:

Remuneration :

- a. **Basic Salary** : Rs. 5,40,000 per month in the scale of Rs. 5,00,000 – Rs.15,00,000 with authority to the Board of Directors of the Company ('the Board') to grant such increments within the said scale as it may determine from time to time, based on the recommendations of the Nomination and Remuneration Committee.
- b. **Performance Incentive**: Not exceeding 100% of the annual salary. The specific amount payable shall be determined by the Board based on the recommendation of the Nomination and Remuneration Committee, from year to year.
- c. **Perquisites, Benefits and Allowances**:
Perquisites are classified into three categories 'A', 'B' and 'C' as follows:
Category 'A' :
 - i. Rent free furnished/unfurnished accommodation provided by the Company or by any of its subsidiary. In the event no accommodation is provided by the Company, the Executive Chairman shall be paid House Rent Allowance of Rs. 8,00,000 per annum.
 - ii. Medical Reimbursement: Medical expenses incurred for self and family in accordance with the Rules of the Company.
 - iii. Leave Travel Concession for self and family once a year not exceeding one month's basic salary in accordance with the Rules of the Company.
 - iv. Club Fees : Subscription or reimbursement of membership fees (including admission and life membership fees), subject to a maximum of two clubs.

- v. Personal Accident Insurance : Premium on Personal Accident Policy in accordance with the Rules of the Company.
- vi. Benefits, if any assigned under Keyman Insurance Policy.
- vii. Other Allowances : As may be decided by the Board / Nomination and Remuneration Committee from time to time, subject to the provisions of the Act and Schedule V thereto.

Explanation :

Perquisites shall be evaluated as per the Income Tax Rules, wherever applicable and in the absence of any such rule, perquisites shall be evaluated at actual cost.

Category 'B' :

- i. Company's contribution to provident fund and payment of gratuity shall be as per the Rules of the Company.
- ii. Leave / Leave encashment as per the Rules of the Company.

Explanation : Contribution to provident fund, payment of gratuity and encashment of leave at the end of the tenure shall not be included in the computation of the ceiling on remuneration.

Category 'C' (Amenities):

- i. Conveyance facilities : The Company shall provide chauffeur driven vehicles owned by the Company and/or its subsidiaries.
- ii. Communication facilities : The Company shall provide telephone, cellular phone, telefax, internet and other communication facilities at the residence of the Executive Chairman.
- iii. The Executive Chairman shall be entitled to the expenses actually incurred on travelling and boarding and lodging for self and also for spouse and attendant, if required, accompanying him on domestic and overseas business trips.

Explanation :

The amenities shall not be included in the computation of the ceiling on remuneration.

d. **Minimum Remuneration :**

Where in any financial year during the tenure of the Executive Chairman, the Company has no profits or its profits are inadequate, the remuneration, perquisites and other allowances payable to the Executive Chairman shall be governed by the limits prescribed in Section II of Part II of Schedule V of the Companies Act, 2013 as amended from time to time.

5. **Other Terms and Conditions :**

- i. The Executive Chairman shall not become interested or otherwise concerned directly or indirectly or through his spouse and / or children, in any selling agency of the Company.
- ii. The terms and conditions of the appointment of the Executive Chairman may be altered and varied from time to time by the Board as it may, in its discretion deem fit in such manner as may be agreed to between the Board and the Executive Chairman, subject to such approvals as may be required.
- iii. The Executive Chairman shall abide by the provisions contained in Section 166 of the Act with regard to the duties of director.
- iii. The Executive Chairman shall adhere to the Company's Code of Conduct and Ethics and Code of Conduct for Prevention of Insider Trading.

- v. The Executive Chairman shall not be liable to retire by rotation.
 - vi. The Agreement may be terminated by the Company or the Executive Chairman by giving not less than three months' notice in writing.
6. The Executive Chairman shall, so long as he functions as such, not be paid any sitting fees for attending the meetings of the Board of Directors or Committees thereof.
7. The Executive Chairman shall not be liable to retire by rotation.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by the withinamed Company through Mr. Vyomesh M. Shah, Managing Director of the Company in the presence of Mr. Sadanand S. Lad, Company Secretary of the Company:

SIGNED, AND DELIVERED by the within named **MR. HEMANT M. SHAH** in the presence of Mr. -----, ----- of the Company:

[This page forms an integral part of the Agreement dated September ---, 2024, executed by and between Hubtown Limited and Mr. Hemant M. Shah]