



Certificate No. E029202211013

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 94866858



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Dee Development Engineers limited
 H.No/Floor : 1255 Sector/Ward : 14 LandMark : Na
 City/Village : Faridabad District : Faridabad State : Haryana
 Phone: 99*****33

**Buyer / Second Party Detail**

Name : Ashima Bansal
 H.No/Floor : 1255 Sector/Ward : 14 LandMark : Na
 City/Village: Faridabad District : Faridabad State : Haryana
 Phone : 99*****33

Purpose : Employment agreement executed between DEE Development Engineers Limited and Mrs Ashima Bansal

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**Agreement with Whole Time Director**

THIS AGREEMENT is made between DEE Development Engineers Limited, a company incorporated under the Companies Act, 2013 (hereinafter called as "the Company") and having its Registered office at 1255, Sector-14, Faridabad, Haryana – 121007, of the first part and Smt. Ashima Bansal R/o 1255, Sector-14, Faridabad, Haryana - 121007, Director of the Company (hereinafter called "the Whole Time Director") of the second part.

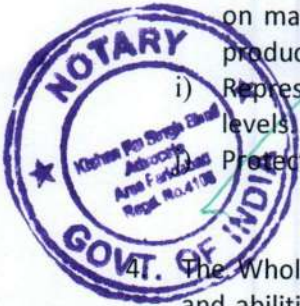
WHEREAS the Board of Directors of the Company on 24nd September, 2022 re-appointed Smt. Ashima Bansal as Whole Time Director of the Company w.e.f 01st October, 2022 for a period of five years on the terms and conditions and subject to the remuneration as set out herein below,

WHEREAS Smt. Ashima Bansal has accepted the said terms and conditions.

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

1. Smt. Ashima Bansal has been appointed as the Whole Time Director of the company with effect from 01-10-2022 for a period of five years.

2. The Whole Time Director shall exercise and perform such powers and duties as the Board of Directors of the company (hereinafter called "the Board") shall, from time to time, determine, and subject to any directions and restrictions, from time to time, given and imposed by the Board and further subject to the superintendence, control and direction of the Board, to do and perform all other acts, deeds, and things, which in the ordinary course of business, she may consider necessary or proper or in the interest of the company, provided however, that nothing shall be done by the Whole Time Director which by the Act or the articles of the company shall be transacted at a meeting of the Board by resolution or which shall not be effective unless approved by the Board or which are not expressly provided.
3. Without prejudice to the generality of the power vested in the Whole Time Director hereinabove the Whole Time Director shall be entitled to exercise the following powers:—
 - a) Responsible for creating, implementing a comprehensive marketing and customer relations program that will enhance the Organization's image and position within the marketplace.
 - b) Develop, coordinate and oversee programs, technical assistance and resource materials to assist chapters in the marketing, communications and positioning of their activities.
 - c) Develop short- and long-term plans for the marketing/communications/ customer relations program and its activities, monitor progress, assure adherence and evaluate performance.
 - d) Meets marketing and sales financial objectives by forecasting requirements; preparing an annual budget; deliver the marketing activities as per the agreed budget, develop pricing strategy, scheduling expenditures; analysing variances and initiating corrective actions.
 - e) Identify the customer requirements and review of Customers technical and commercial documents.
 - f) Identifies marketing opportunities by recognising consumer requirements; defining market, competitor's share, and competitor's strengths and weaknesses; forecasting projected business; establishing targeted market share.
 - g) Maintain a climate that attracts, retains and motivates top quality personnel by effective team management with provision of succession.
 - h) Improves product marketability and profitability by researching, identifying, and capitalizing on market opportunities; identify new geographical areas to target and coordinating new product development.
 - i) Represent the company at various exhibitions and seminars at national and international levels.
 - j) Protects organization's value by keeping information confidential.



4. The Whole Time Director shall throughout the said term, devote her entire time, attention and abilities to the business of the company and shall carry out the orders, from time to time, of the Board and in all respect conform to and comply with the directions and regulations made by the Board, and shall faithfully serve the company and use her utmost endeavors to promote the interests of the company.
5. The company shall pay to the Whole Time Director during the continuance of this agreement in consideration of the performance of her duties:—
 - a) Salary: Rs. 6,75,000/- (Rupees Six Lacs Seventy Five Thousand only) per month and be broken into various components as per HR policy of the company.
 - b) No Commission shall be payable to the Whole Time Director or unless otherwise decided by the Board.

c) The Whole Time Director shall be entitled to the following perquisites and facilities:

Perquisites

- i. *Housing*: The expenditure to the company on hiring furnished accommodation shall not exceed 50% of the basic salary. In case the Whole Time Director is provided accommodations owned by the company, she will pay 10% of her basic salary towards house rent. In case, she stays in her own accommodation, house rent allowance shall be paid to the Whole Time Director as per the Policy of the Company.
 - ii. *Gas, Electricity, Water and Furnishings*: Besides house as mentioned above, the expenditure on gas, electricity, water and furnishing will be borne by the company and the market value will be evaluated as per Income-tax Rules, 1962.
 - iii. *Medical Reimbursement*: Medical expenses incurred by the appointee on self, spouse and dependent children will be reimbursed to her subject to a ceiling of one month's salary in a year or three month's salary over a period of three years.
 - iv. *Club Fees*: Fees of two clubs subject to a maximum of two clubs excluding admission and life membership fees.
 - v. *Annual Leave*: 15 days annual leave with pay for every completed service of eleven and half months.
 - vi. *Leave Travel Concession*: For self and family once a year in accordance with the rules of the company.
 - vii. *Personal Accident Insurance*: For self and family once a year in accordance with the rules of the company.
 - viii. *Provident fund and superannuation*:
 - a. Company's contribution towards provident fund as per rules of the company and Company's Contribution to Superannuation Fund, which shall not together with the Company's contribution to provident fund exceed 25%.
 - b. Gratuity payable at the rate of half month's salary for each completed year of service with a service of six months or more being treated as a full year.
 - c. Encashment of leave at the end of tenure.
 - ix. *Car with driver*: The Whole Time Director will be provided with a car and driver for use on company's business. Use of car for private purpose will be billed by the company.
 - x. *Telephone*: Free telephone at her residence.
- The provision of car for official use and telephone at residence will not be considered as perquisite.
- xi. The company shall reimburse actual entertainment and traveling expenses incurred by the Whole Time Director in connection with the company's business.



- d) The Whole Time Director shall not, during the continuance of her employment with the company, divulge or disclose to any person, firm, company or body corporate whomsoever or make any use whatever for her own or for whatever purpose, of any confidential information or knowledge obtained by him during her employment as to the business or affairs of the company or as to any trade secrets or secret processes of the company and the Whole Time Director shall, during the continuance of her employment hereunder, also use her best endeavors to prevent any other person, firm, company or body corporate concerned from doing so.
- e) Either party shall terminate this agreement by giving to the other advance notice of three months, provided that the company may waive the notice by giving in advance the remuneration for three months which the Whole Time Director would have received had she remained in office for the said three months.

This agreement and the terms and conditions hereof shall be subject to the approval of the shareholders of the company in general meeting and relevant provisions of the Companies Act, 2013 and other applicable rules, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 01th October, 2022 at Faridabad.

By Order of the Board of Directors,

For and on behalf of

DEE Development Engineers Limited

(Krishan Lalit Bansal)
Chairman and Managing Director
DIN: 01125121

(Ashima Bansal)

Depunant/Executive has signed
Thumb impression/LTI/RTI

Witness: 1