

**Form DIR-2**

Consent to act as a director of a company

[Pursuant to section 152(5) and rule 8 of Companies (Appointment and Qualification of Directors) Rules, 2014]

To

**Century Plyboards (India) Limited**

P-15/1 Taratala Road,

Kolkata - 700088

**Subject: Consent to act as a director**

I, **Naresh Pachisia**, hereby give my consent to act as director of the **Century Plyboards (India) Limited**, pursuant to sub-section (5) of section 152 of the Companies Act, 2013 and certify that I am not disqualified to become a director under the Companies Act, 2013.

S.No	Particulars	Details
1	Director Identification Number (DIN)	00233768
2	Name (in full)	Naresh Pachisia
3	Father's Name (in full)	Late Surender Kumar Pachisia
4	Address	9B, Orbit Regency, 29A, Ballygunge Park, Kolkata- 700019
5	E-mail id	naresh.pachisia@skpsecurities.com
6	Mobile no	9830044300
7	Income-tax PAN	AEYPP3776Q
8	Occupation	Self employed
9	Date of birth	26.09.1962
10	Nationality	Indian
11	No. of companies in which I am already a Director and out of such companies the names of the companies in which I am a Managing Director, Chief Executive Officer, Whole time Director, Secretary, Chief Financial Officer, Manager	Nine (9) Companies SKP SECURITIES LTD.-Managing Director
12	Particulars of membership No. and Certificate of practice No. if the applicant is a member of any professional Institute.	NIL

**Declaration**

(i) I declare that I have not been convicted of any offence in connection with the promotion, formation or management of any company or LLP and have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law in the last five years. I further declare that if appointed my total Directorship in all the companies shall not exceed the prescribed number of companies in which a person can be appointed as a Director.

(ii) further declare that –

I am not required to obtain the security clearance from the Ministry of Home Affairs, Government of India before seeking appointment as director; ☒ or

I am required to obtain the security clearance from the Ministry of Home Affairs, Government of India before seeking appointment as director and the same has been obtained and is attached \_\_\_\_.

  
(Naresh Pachisia)  
DIN- 00233768

Dated: 02.02.2024

Place: Kolkata

Attachments:

1. Proof of identity;
2. Proof of residence

**FORM 'DIR-8'**

Intimation by Director

[Pursuant to Section 164(2) and rule 14(1) of Companies (Appointment and Qualification of Directors) Rules 2014]

Registration No. of Company : 034435  
Nominal Capital : Rs. 67,05,00,000  
Paid-up-Capital : Rs. 22,21,72,990  
Name of the Company : Century Plyboards (India) Ltd.

To

**Century Plyboards (India) Limited**

P-15/1, Taratala Road

Kolkata- 700 088

I, Naresh Pachisia, son of Late Surender Kumar Pachisia resident of 9B, Orbit Regency, 29A, Ballygunge Park, Kolkata-700019 director in the company hereby give notice that I am/was a director in the following companies during the last three years:

Sl. No	Name of the Company	Date of Appointment	Date of Cessation
1	Century Plyboards (India) Ltd.	01/04/2021	-
2	Linc Limited	07/11/1994	-
3	Gillanders Arbuthnot & Co Ltd	16/08/2011	-
4	SKP Securities Ltd.	18/05/1990	-
5	Orbit Regency Maintenance Company Private Limited	04/02/2013	-
6	SKP Commodities Limited	06/06/2006	-
7	SKP Insurance Advisors Private Limited	01/03/2002	-
8	SKP Risk Advisors Private Limited	06/02/2021	-
9	Bharat Chamber Of Commerce	17/04/2022	-

I further confirm that I have not incurred disqualification under section 164(1) or 164(2) of the Companies Act, 2013 in any of the above companies, in the previous financial year, and that I, at present, stand free from any disqualification from being a director.

**OR**

I further confirm that I have **not** incurred disqualification –

(A) Under Section 164(1) on the following ground(s) in the previous financial year; :- **NIL** or

(B) Under Section 164(2) of the Companies Act, 2013 in the following Company(s) in the previous financial year, and that I, present stand free from any disqualification from being a Director:

Name of the Company	Date of Appointment	Date of Cessation
<b>NIL</b>		

Dated: 02.02.2024  
Place: Kolkata

**Signature**  
**(Naresh Pachisia)**  
**DIN- 00233768**

**FORM MBP - 1**  
**Notice of interest by director**  
*[Pursuant to section 184 (1) and rule 9(1)]*

To  
The Board of Directors  
**Century Plyboards (India) Limited**  
P-15/1, Taratala Road  
Kolkata- 700 088

**Dear Sir(s)/ Madam(s)**

I, **Naresh Pachisia**, son of Late Surender Kumar Pachisia, resident of Orbit Regency, 29A Ballygunge Park, Kolkata- 700019, being a Director in the Company hereby give notice of my interest or concern in the following company or companies, bodies corporate, firms or other association of individuals:-

Sl. No	Name of Companies/ bodies corporate/ firms/ association of individuals	Nature of interest or concern/ Change in interest or concern	Shareholding (No. of Shares)	Date on which interest or concern arose/ changed
1.	Century Plyboards (India) Ltd.	Director	-	01-04-2021
2.	Gillanders Arbuthnot & Co Ltd	Director	-	16-08-2011
3.	Linc Limited	Director	-	07-11-1994
4.	Orbit Regency Maintenance Company Private Limited	Director	1000	04-02-2013
5.	SKP Commodities Limited	Director	640000	06-06-2006
6.	SKP Insurance Advisors Private Limited	Director	121589	01-03-2002
7.	SKP Risk Advisors Private Limited	Director	35640	12-12-2005
8.	SKP Securities Ltd.	Managing Director	1785762	18-05-1990
9.	Bharat Chamber of Commerce	Director	-	17-04-2022

\*Interest in Companies/bodies corporate/firms/ association of individuals as a Shareholder/member is annexed separately.

**Place: Kolkata**

**Date: 02.02.2024**

\_\_\_\_\_  
**Signature**  
**(Naresh Pachisia)**  
**DIN- 00233768**



**Companies in which, I hold 2% or more of the Paid Up Capital**

No	Name of Companies/ bodies corporate/ firms/ association of individuals	Nature of interest or concern/ Change in interest or concern	Shareholding (No. of Shares)	Date on which interest or concern arose/ changed
1.	SKP Securities Ltd.	Managing Director	1785762	18-05-1990
2.	SKP Commodities Limited	Director	640000	06-06-2006
3.	SKP Insurance Advisors Private Limited	Director	121589	01-03-2002
4.	SKP Risk Advisors Private Limited	Director	35640	15-02-2021
5.	Orbit Regency Maintenance Company Private Limited	Director	1000	04-02-2013

**Place: Kolkata**

**Date: 02.02.2024**

---

**Signature**  
**(Naresh Pachisia)**  
**DIN- 00233768**

## **Naresh Pachisia**

Orbit Regency, 29A Ballygunge Park, Kolkata- 700019

To  
The Board of Directors  
**Century Plyboards (India) Limited**  
P-15/1, Taratala Road  
Kolkata- 700 088

**Dear Sir(s) / Madam(s)**

**Sub: Declaration under Section 149(7) of the Companies Act, 2013 and Regulation 25(8) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

I, Naresh Pachisia, son of Late Surender Kumar Pachisia resident of Orbit Regency, 29A Ballygunge Park, Kolkata- 700019 being an Independent Director in the Company hereby declare that-

- 1) I am not / was never a promoter of Century Plyboards (India) Ltd. or its Holding, Subsidiary or Associate Company or member of the promoter group of Century Plyboards (India) Ltd. (the Company);
- 2) I am not related to promoters or directors in the company, its Holding, Subsidiary or Associate company;
- 3) I have/had no pecuniary relationship other than receiving director's remuneration or having transaction not exceeding ten per cent. of my total income with the Company, its Holding, Subsidiary or Associate company, or their promoters, or directors, during the three immediately preceding financial years or during the current financial year;
- 4) None of my relatives
  - i. is holding any securities of or interest in the company, its holding, subsidiary or associate company during the three immediately preceding financial years or during the current financial year in excess of face value of fifty lakh rupees or two percent of the paid-up capital of the company, its holding, subsidiary or associate company.
  - ii. is indebted to the company, its holding, subsidiary or associate company or their promoters, or directors, in excess of fifty lakhs rupees at any time during the three immediately preceding financial years or during the current financial year.
  - iii. has given a guarantee or provided any security in connection with the indebtedness of any third person to the company, its holding, subsidiary or associate company or their promoters, or directors of such holding company, in excess of fifty lakhs rupees at any time during the three immediately preceding financial years or during the current financial year; or
  - iv. has any other pecuniary transaction or relationship with the company, or its holding or subsidiary, or associate company amounting to two percent or more of its gross turnover or total income or fifty lakhs rupees, whichever is lower, singly or in combination with the transactions referred to in sub-clause (i), (ii) or (iii) above at any time during the three immediately preceding financial years or during the current financial year.
  - v. has any pecuniary relationship or transaction with the company, its holding, subsidiary or associate company or their promoters, or directors in relation to points (i) to (iv) above in excess of two percent of its gross turnover or total income or fifty lakh rupees, whichever is lower.;

5) Neither myself nor any of my relatives—

- (i) holds or has held the position of a key managerial personnel of the company or is or has been employee of the Company, its Holding, Subsidiary or Associate Company, in any of the three immediately preceding financial years;
  - (ii) is or has been an employee or proprietor or a partner, in any of the three immediately preceding financial years, of—
    - (a) a firm of auditors or company secretaries in practice or cost auditors of the Company or its Holding, Subsidiary or Associate company; or
    - (b) any legal or a consulting firm that has or had any transaction with the company, its Holding, Subsidiary or Associate company amounting to ten per cent or more of the gross turnover of such firm;
  - (iii) hold together with my relatives two per cent or more of the total voting power of the company; or
  - (iv) is a Chief Executive or director, by whatever name called, of any non-profit organisation that receives twenty-five per cent or more of its receipts from the company, any of its promoters, directors or its Holding, Subsidiary or Associate company or that holds two per cent. or more of the total voting power of the company;
  - (v) is a material supplier, service provider or customer or a lessor or lessee of the Company.
- 6) I possess appropriate skills, experience and knowledge in the field of Financial Market, Finance Law, Corporate Governance, Business Management, Sales, Administration Research, Technical Operators and other disciplines related to Company's business.
- 7) I am not a Non-Independent Director of any other company on the Board of which any Non-Independent Director of Century Plyboards (India) Ltd. is an Independent Director.
- 8) I am not aware of any circumstance or situation, which exist or may be reasonably anticipated, that could impair or impact my ability to discharge my duties with an objective independent judgment and without any external influence.
- 9) I have complied with the provisions of Rule 6(1) & 6(2) of the Companies (Appointment & Qualification of Directors) Rules, 2014.



**Signature**  
**(Naresh Pachisia)**  
**DIN- 00233768**

Date: 02.02.2024

Place: Kolkata

**SUBHASH CHANDRA GUPTA**

**10, Swami Vivekanand Road  
5<sup>th</sup> Floor, P.O. Dum Dum  
Kolkata - 700074**

---

02.02.2024

To  
The Board of Directors  
Century Plyboards (India) Ltd.  
P-15/1, Taratala Road  
Kolkata-700 088

Dear Sirs,

Ref: Client ID- IN30225210089843

Sub: Proposal for re-appointment of Shri Naresh Pachisia (DIN 00233768) as Director

In terms of Section 160 of the Companies Act, 2013 read with Companies (Appointment and Qualification of Directors) Rules, 2014, I, Subhash Chandra Gupta, being a member of the Company, hereby propose the candidature of Shri Naresh Pachisia (DIN 00233768), for re-appointment as an Independent Director of Century Plyboards (India) Ltd. for a second term of five years from 1<sup>st</sup> April, 2024 to 31<sup>st</sup> March, 2029.

You are requested to kindly treat this letter as a notice in terms of Section 160 of the Companies Act, 2013 and do the needful.

Please confirm receipt.



**Subhash Chandra Gupta**



**Century Plyboards (India) Limited**

Century House,

P-15/1, Taratala Road, Kolkata - 700088

P: (033) - 3940 3950 • F: (033) - 2248 3539

kolkata@centuryply.com • www.centuryply.com

CIN: L20101WB1982PLC034435



**Date: 02.02.2024**

To,

Mr. Naresh Pachisia

9B, Orbit Regency, 29A, Ballygunge Park,

Kolkata- 700019

**Sub: Letter of Appointment**

On behalf of the Company, I write to inform you that you have been re-appointed as a Non-Executive Independent Director of the Company with effect from 1<sup>st</sup> April, 2024 to 31<sup>st</sup> March, 2029. The terms and conditions of the Appointment, which shall be subject to the Articles of Association of the Company, are set out below:

**1. Term of Appointment:**

- (a) Your appointment as an Independent Director of the Company this second term shall begin on 1<sup>st</sup> April, 2024, i.e. post completion of your present term ending on 31<sup>st</sup> March, 2024, and end on 31<sup>st</sup> March, 2029. This being your second term, you shall not be eligible for re-appointment after completion of this term. However, you shall again become eligible for appointment after the expiration of three years of ceasing to become an independent director.
- (b) Notwithstanding the other provisions of this Letter, the Appointment may be terminated at any time in accordance with the provisions of the Articles of Association of the Company or the provisions for the removal of directors under the Companies Act, 2013.
- (c) Upon termination or upon your resignation for any reason, you will not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment.

**2. Expectations of the Board from you:**

You will devote such time to the affairs of the Company as is required by you to perform your duties as Independent Director. By accepting the Appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of your role.

You may also be appointed as a member of any Committee of the Board, based on your availability and eligibility to become such member.



*Sam*

*[Signature]*





### 3. Fiduciary duties & liabilities connected to the office:

The Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 prescribes number of statutory duties, which are the personal responsibility of each director and not of the Company. The Company expects that in discharge of your duties as a Director of the Company, you will take care of the following:

- (a) Subject to the provisions of Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, you will act in accordance with the articles of the company.
- (b) You will act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
- (c) You will exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.

As an Independent Director, you are also expected to ensure the following:

- (a) To undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- (b) To seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- (c) To strive to attend all meetings of the Board of Directors and of the Board committees of which you are/ or become a member;
- (d) To participate constructively and actively in the committees of the Board in which you are a chairperson or member;
- (e) To strive to attend the general meetings of the company;
- (f) Where you have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that your concerns are recorded in the minutes of the Board meeting;
- (g) To keep yourself well informed about the company and the external environment in which it operates;
- (h) Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;



Sent - 



## Century Plyboards (India) Limited

Century House,

P-15/1, Taratala Road, Kolkata - 700088

P: (033) - 3940 3950 • F: (033) - 2248 3539

kolkata@centuryply.com • www.centuryply.com

CIN: L20101WB1982PLC034435



- (i) To pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the company;
- (j) To ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- (k) To report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- (l) To act within your authority, to assist in protecting the legitimate interests of the company, shareholders and its employees;
- (m) Not to disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law

You will be liable as an Officer-in-default in respect of a contravention of any of the provisions of Companies Act, 2013 which you are aware by virtue of the receipt by you of any proceedings of the Board or participation in such proceedings without objecting to the same, or where such contravention had taken place with your consent or connivance;

In terms of Section 166(7) of the Companies Act, 2013, it is to bring to your notice that if a director of the company contravenes the provisions of Section 166 which lays down duties of directors, such director shall be punishable with fine which shall not be less than one lakh rupees but which may extend to five lakh rupees.

#### 4. Provision for Directors and Officers (D and O) Insurance, if any.

You are hereby informed that the Company has a D and O Insurance Policy for its Directors.

#### 5. Adherence to various 'Codes'

You are required to adhere to various codes and policies adopted by the Company including "Code of Conduct for Directors and Senior Management Executives", "Code of Conduct to regulate, monitor and report trading by Designated Persons", "Code of Practices and Procedures for Fair Disclosures of Unpublished Price Sensitive Information" and "Vigil Mechanism/Whistle Blower Policy".

Copies of such codes are have already been made available to you and can also be accessed from the Company's website [www.centuryply.com](http://www.centuryply.com). You are expected to abide by the same.

Further, you are also expected to abide by Code for Independent Directors as per Schedule IV of the Companies Act, 2013.



10/11/20

10/11/20





**6. List of actions you should not indulge into:**

- (a) You will not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- (b) You will not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates and if you are found guilty of making any undue gain, you will be liable to pay an amount equal to that gain to the company.
- (c) As a director of the Company, you will not assign your authorities and responsibilities and any assignment so made shall be void.

In the event that you become aware of any potential conflicts of interest these should be disclosed to the Company as soon as they become apparent.

**7. Remuneration:**

You will be remunerated by way of sitting fees for attending the meetings of the Board of Directors and that of the Committees as may be approved by the Board from time to time and reimbursement of expenses for participation in the Board and other meetings. You shall also be entitled to such profit related commission as approved by the members.

You will not be entitled to any remuneration other than the above.

You will have no entitlement to any bonus during the Appointment and no entitlement to participate in any share scheme or pension scheme operated by the Company.

**8. Review process**

Your performance as an Independent Director will be reviewed by the Board and/ or any Committee thereof on an annual basis as per requirements of the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

**9. Confidentiality**

You must apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination), any confidential information concerning the Company and any of the Group Companies with which you come into contact by virtue of your position as Independent Director.



For

✓





**Century Plyboards (India) Limited**

**Century House,**

P-15/1, Taratala Road, Kolkata - 700088

P: (033) - 3940 3950 • F: (033) - 2248 3539

kolkata@centuryply.com • www.centuryply.com

CIN: L20101WB1982PLC034435



Your attention is drawn to the requirements of SEBI (Prohibition of Insider Trading) Regulations 2015 in respect of disclosure of unpublished price-sensitive information. Consequently you should not make any statements that might risk a breach of these requirements.

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate of this letter.

**For Century Plyboards (India) Limited**

*Naresh Pachisia*

**Director**



**Communication of Acceptance:**

I confirm and agree to the above

*Naresh Pachisia*

.....  
[Naresh Pachisia]

DIN- 00233768



**FORM 'DIR-8'**

Intimation by Director

[Pursuant to Section 164(2) or 164(1) and rule 14(1) of Companies (Appointment and Qualification of Directors) Rules 2014]

Registration No. of Company: 034435  
Nominal Capital: Rs. 67,05,00,000/-  
Paid-up Capital: Rs. 22,21,72,990/-  
Name of Company: Century Plyboards (India) Limited  
Address of its Registered Office: P-15/1 Taratala Road, Kolkata-700088

To

**The Board of Directors****Century Plyboards (India) Limited**

I, Rajesh Kumar Agarwal, son of Late Hari Prasad Agarwal resident of CF-256, Sector-1, Salt Lake, North 24, Parganas, Kolkata-700064, Director in the Company hereby give notice that I am/was a director in the following companies during the last three years:

Sl. No	Name of the Company	Date of Appointment	Date of Cessation
1.	Amul Boards Private Limited	31-08-1998	-
2.	Brijdham Merchants Pvt Ltd	05-02-1996	-
3.	Century Infotech Limited	29-06-2007	08-08-2023
4.	Century Led Limited	20-03-2013	-
5.	Century Plantations Ltd.	21-06-2007	10-09-2021
6.	Century Panels Limited	10-09-2021	
7.	Century Plyboards (India) Ltd.	09-02-2021	-
8.	Esteem Angan Private Limited	06-02-2007	10-03-2023
9.	Eureka Complex Private Limited	29-05-2007	10-03-2023
10.	Goodlook Infracon Private Limited	15-03-2021	-
11.	Hindusthan Club Ltd	21-09-2014	-
12.	Landmark Veneers Private Limited	30-09-2023	-
13.	Megha Technical and Engineers Private Limited	01-11-2011	-
14.	Ne Hills Hydro Limited	20-09-2007	-
15.	Pacific Plywoods Pvt Ltd	30-08-1994	-
16.	Preferred Cement Private Limited	17-11-2014	-
17.	Sarcar Enclave Private Limited	28-09-2021	-
18.	Shyam Century Cement Industries Limited	13-07-2007	04-09-2021
19.	Shyam Century Ferrous Limited	08-02-2021	-
20.	Shyam Century Metallic Limited	20-09-2007	-
21.	Shyam Greenfield Developer Private Limited	16-03-2015	-
22.	Happy Sports Private Limited	30-11-2022	-
23.	Century Adhesives & Chemicals Limited	27-01-2023	-
24.	Fine Infraprojects Private Limited	19-06-2023	-

I further confirm that I have not incurred disqualification under section 164(1) or 164(2) of the Companies Act, 2013 in any of the above companies, in the previous financial year, and that I, at present, stand free from any disqualification from being a director.

or

I further confirm that I have **not** incurred disqualification –

(A) Under Section 164(1) on the following ground(s) in the previous financial year; :- **NIL** or

(B) Under Section 164(2) of the Companies Act, 2013 in the following Company(s) in the previous financial year , and that I, present stand free from any disqualification from being a Director:

Name of the Company	Date of Appointment	Date of Cessation
<b>NIL</b>		

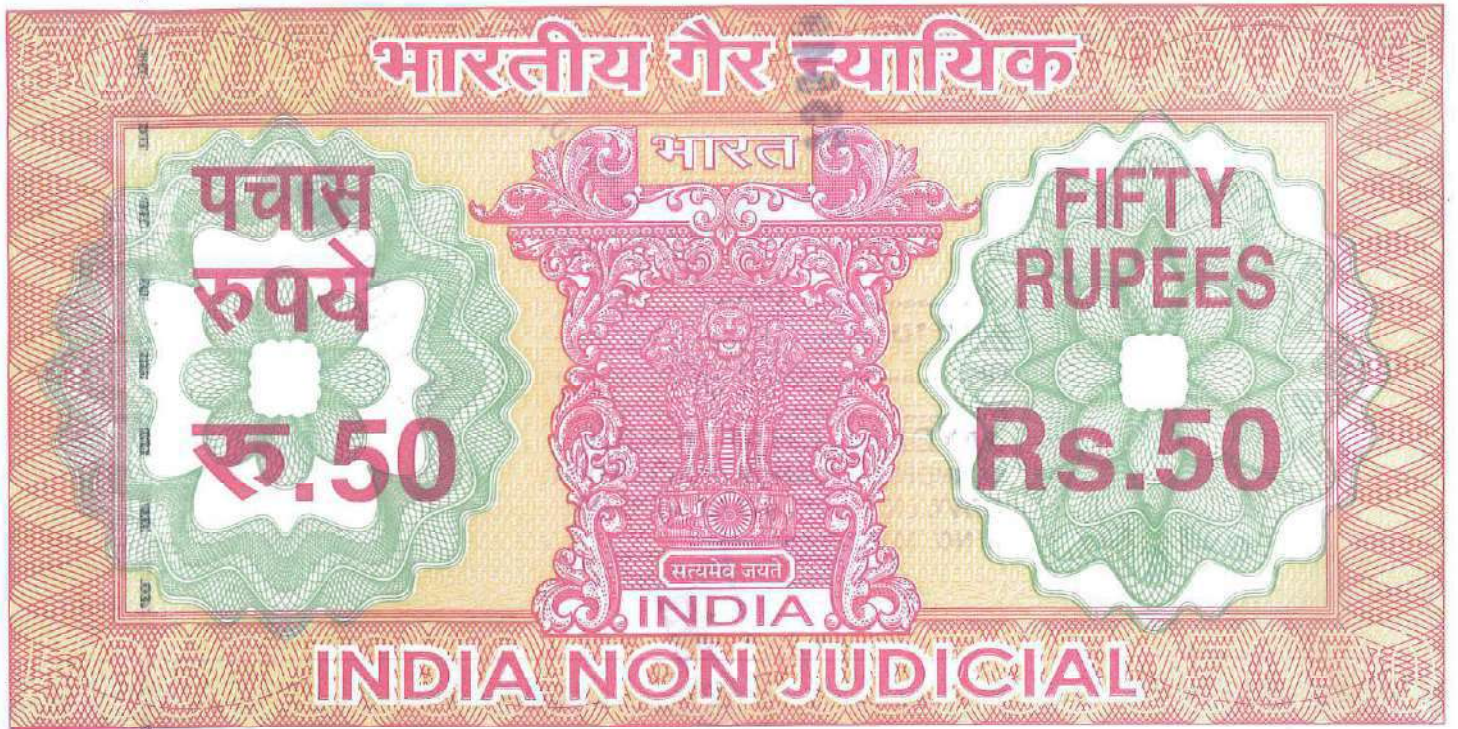


**Rajesh Kumar Agarwal**  
**DIN-00223718**

Dated: ~~02-02-2024~~

Place: Kolkata





पश्चिम बंगाल WEST BENGAL

AH 711503

### AGREEMENT

THIS AGREEMENT is made on this 21<sup>st</sup> day of November, 2023, between **Century Plyboards (India) Ltd.**, a Public Limited Company incorporated under the Companies Act, 1956, having its Registered Office at P - 15/1, Taratala Road Kolkata-700088 (hereinafter called "the Company") of the One Part and **Shri Rajesh Kumar Agarwal** residing at CF - 256, Sector-1, Salt Lake, Kolkata - 700064 (hereinafter also called "Shri Agarwal") of the Other Part.

### WHEREAS

- 1) Shri Rajesh Kumar Agarwal is an Executive Director of the Company. Vide Agreement dated 9<sup>th</sup> February, 2021, he was appointed as an Executive Director of the Company for a period of three years from 9<sup>th</sup> February, 2021 to 8<sup>th</sup> February, 2024 with the approval of the Members at their General Meeting held on 8<sup>th</sup> September, 2021. The said Agreement dated 9<sup>th</sup> February, 2021 was later amended by Supplementary Agreement dated 15<sup>th</sup> May, 2023.
- 2) The Board of Directors (the Board) of the Company at its meeting held on 8<sup>th</sup> November, 2023 discussed and found in the interest of the Company that Shri Rajesh Kumar Agarwal should continue as an Executive Director and accordingly re-appointed him as an Executive Director of the Company for a further period of five years commencing on 9<sup>th</sup> February, 2024 to 8<sup>th</sup> February, 2029 upon the terms and conditions and remuneration as recommended by the Nomination and Remuneration Committee hereinafter contained, subject to the approval of the shareholders of the Company at a General Meeting or by way of Postal Ballot.





- 3) The parties hereto are desirous of embodying the terms and conditions of the appointment of Shri Agarwal in an Agreement being these presents

NOW IT IS HEREBY AGREED as follows:

- 1) The Company hereby re-appoints Shri Rajesh Kumar Agarwal as an Executive Director for a further period of 5 years commencing from 9<sup>th</sup> February, 2024 (unless determined earlier under the provisions hereinafter mentioned) upon the terms and conditions hereafter expressed which appointment Shri Agarwal hereby accepts.
- 2) During the tenure of his office as an Executive Director, Shri Agarwal shall be liable to retire by rotation.
- 3) In the event Shri Agarwal shall for any reason cease to be a Director of the Company, he shall ipso facto cease to be an Executive Director of the Company.
- 4) Shri Agarwal shall during the continuance of this Agreement faithfully and diligently serve the Company and shall under the superintendence, directions and control of the Board perform the duties and exercise the powers which have been or may from time to time be entrusted to or vested in him by the Board and shall devote the whole of his time and attention to such service and shall at all times obey and comply with the lawful orders from time to time of the Board and in all respects conforms to and comply with the directions and regulations made and given by the Board in relation to the business or trade of the Company and to the best of his skill and ability serve and promote the interests of the Company and shall not at any time except in case of illness or unavoidable accident or while on leave absent himself from the services of the Company without the consent of the Board.
- 5) Shri Agarwal shall not without the consent of the Board during the terms of his employment hereunder divulge or disclose to any person, firm or body corporate any of the secrets, concerns, affairs or information of or concerning the business of the Company, which Shri Agarwal acquires or has acquired in the course of or as incidental to his employment by the Company hereunder.
- 6) Shri Agarwal shall not at any time hereafter in any way make known or divulge to any person, firm or body corporate any of the methods, systems or appliances for any manufacture carried on by the Company or the ingredients or substances whereof the same are composed or the terms upon which or the persons or companies to whom the same are sold or the cost of making the same or any of the secrets of or other information of any kind in relation to the affairs of the Company whether such information is or was acquired by him in the course of his employment hereunder or otherwise.
- 7) Shri Agarwal shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements including improved process of manufacturing which he may make or discover during the continuance of this engagement relating to the Company's trade or business and will give full information as to the exact mode of working and using the same and also all such explanation and instructions to the officers and workmen of the Company as may be necessary to enable them effectually to work the same and will at the expense of the Company furnish it with all necessary plans, drawings and models.



*Agarwal*



- 8) Shri Agarwal whenever requested so to do by the Company whether during or after the termination of the employment hereunder at the cost of the Company execute and sign any and all applications, assignments and other instruments, which the Company may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the said improvements, intentions and discoveries in such countries as the Company may direct and to vest in the Company the whole right title and interest therein.
- 9) In consideration of his services hereunder, Shri Rajesh Kumar Agarwal shall be entitled to the following by way of remuneration.

**I SALARY :**

Rs. 1,00,00,000/- per annum, payable on monthly basis.

**II PERQUISITES :**

In addition to salary, Shri Rajesh Kumar Agarwal shall be entitled to such perquisites, as may be decided by the Board of Directors on recommendation of the Nomination and Remuneration Committee, subject however that the aggregate remuneration on account of such perquisites shall not exceed Rs.1,00,000/- per month.

Shri Rajesh Kumar Agarwal shall also be entitled to the following perquisites, if recommended by the Nomination and Remuneration Committee and approved by the Board and the same shall be exclusive of remuneration as stated above:

- a) Contribution to Provident Fund and Superannuation Fund or Annuity Fund as per Rules of the Company, to the extent these either singly or together are not taxable under Income Tax Act, 1961.
- b) Gratuity payable at a rate not exceeding half month's salary for each completed year of service.
- c) Encashment of leave at the end of the tenure.

In addition to above, the following facilities, if provided, shall not be considered as perquisites:

- a) Provision of car for use on Company's business. Use of car for personal purposes shall be billed by the Company to him.
- b) Mobile phone and telephone facilities at the residence for official use. Personal long distance calls shall be billed by the Company to him.
- c) Reimbursement of entertainment and other expenses actually incurred in connection with the business of the Company.

In the absence or inadequacy of profits in any financial year, minimum remuneration payable shall be determined in terms of Schedule V of the Companies Act, 2013.



A handwritten signature in blue ink, likely belonging to the authorized signatory.




### III. COMMISSION


Remuneration by way of commission, to be performance-based and not exceeding 0.25% of the net profits in a particular financial year, calculated in the manner referred to in Section 198 of the Companies Act, 2013, as may be determined by the Board of Directors of the Company on recommendation of the Nomination and Remuneration Committee at the end of each financial year, subject to the overall ceilings stipulated in Act.

- 10) Shri Rajesh Kumar Agarwal shall not, so long as he acts as an Executive Director of the Company, be paid any fee for attending any meeting of the Board or a Committee thereof.
- 11) This Agreement shall be subject to termination by either party hereto by not less than three calendar months' notice in writing given at any time to the other party.
- 12) Notwithstanding the termination of this Agreement under any of the provisions aforesaid, this Agreement shall remain in full force and effect as far as the obligations of Shri Agarwal are concerned and may be enforced against him accordingly.
- 13) Any dispute between the parties hereto in any way relating to or arising out of these presents shall be referred to the arbitration of the Arbitrators in Kolkata; one to be appointed by each party and the provisions of the Arbitration and Conciliation Act, 1996 shall apply to such arbitration.
- 14) Any notice required by this Agreement to be given by the Company shall be sufficient if signed by any Director of the Company. Any notice to be given hereunder shall be sufficiently given or served upon an Executive Director by being delivered either personally to him or left for him, at his address last known to the Company or sent by registered post, addressed to him at such address and in the case of the Company, by being delivered at or sent by registered post addressed to its Registered Office. Any such notice if so posted, shall be deemed served on the day following that on which it was posted.

IN WITNESS THEREOF the parties hereto have caused these presents to be executed on the day, month and year first above written.

Signed, Sealed and Delivered  
by the above-mentioned  
**Century Plyboards (India) Ltd.**  
in the presence of:

  
**CHAITALI KARMAKAR**  
Signed, Sealed and Delivered  
by the above-mentioned  
**Shri Rajesh Kumar Agarwal**  
in the presence of

  
**SANGEETA MAHESHWARI**

Century Plyboards (India) Ltd.

  
Director  
DIN: 00246132

