

KANO HAR ELECTRICALS LIMITED

KANO HAR

RITHANI, DELHI ROAD, MEERUT-250 103, U.P. (INDIA)

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Web : www.kanohar.com

CIN : U31909UP1972PLC003635

Date: 30.12.2021

Shri Adesh Singhal
211 A, Saket, Meerut
Dear Sir,

Subject: Letter of Appointment

We are pleased to inform you that you have been re-appointed as the "Whole-time Director" of Kanohar Electricals Limited (the "Company") for a period of 5 (five) years ("Term") with effect from 1st January 2022. The terms of your appointment as **Whole-time Director** are as under: –

1. Position

You have been appointed and designated as a **Whole-time Director** liable to retire by rotation by the board of directors of the Company ("Board") in its meeting held on 1st December 2021 for the Term approved by shareholders at Extra-Ordinary General meeting held on 30th December 2021. You will be expected to carry out duties appropriate to this appointment as conveyed to you from time to time and as may be delegated by the Board subject to the superintendence and control of the Board.

2. General Conduct and Functions

You will comply with such directions, policies, and instructions assigned or communicated to you by the Board. You will discharge the functions of a Whole-time Director of the Company and will be responsible for statutory compliances as may be delegated to you from time to time subject to superintendence of the Board.

You will not at any time hereafter, without the consent in writing of the Company, except under legal process, divulge or utilize any matters relating to the Company's transactions or dealings, which are of a confidential nature.

You shall do nothing that is unbecoming of your appointment.

You will be true to the Company, in all your accounts, dealings, and transactions, relating to the business of the Company and shall at all times, when required, render a true and just account thereof to the Company or such persons as shall be authorized to receive the same.

You will be responsible for safekeeping and return, as and when requested by the Company, or its authorized representatives, in good condition and order, of all the

REGIONAL OFFICES

Mumbai : 305, Loha Bhawan, P. D'Mello Road, Mumbai-400009
Delhi (NCR) : F-395, Sector-63, Noida - 201307
Kolkata : Unit No. 13, 7th Floor, AMP Baisakhi, Plot 112, AG Block, Sector-II, Salt Lake City, Kolkata-700091
Bangalore : S-211, IInd Floor, Swiss Complex, 33/41, Race Course Rd. Bangalore-560001
Chennai : 6, 1st Floor, Sun Plaza, G.N. Chetty Road, Chennai-600006



Company's properties, which may be in your use, custody, or charge, and must not retain any copies.

In accordance with Section 166 of Companies Act, 2013 ("Act") in addition to duties as an employee of the Company, you shall:

1. at all times, act in accordance and in compliance with the articles of the Company;
2. 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;
3. exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment;
4. not involve yourself 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;
5. not achieve or attempt to achieve any undue gain or advantage either to yourself or your relatives, partners, or associates and if you are found to be guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the Company; and
6. not assign your office and any assignment so made shall be void.

3. VACATION OF OFFICE

You shall immediately vacate your office as a **Whole-time Director** in the following situations:

1. you incur any of the disqualifications specified under section 164 of the Act;
2. you absent yourself from all the meetings of the Board held during a period of twelve months with or without seeking leave of absence of the Board;
3. you act in contravention of section 184 of the Act relating to entering into contracts or arrangements in which you are directly or indirectly interested;
4. you fail to disclose your interest in any contract or arrangement in which you are directly or indirectly interested, in contravention of the provisions of section 184 of the Act;



5. you become disqualified by an order of a court or the Tribunal;
6. you are convicted by a court for any offence involving (i) moral turpitude; or (ii) imprisonment for not less than six months:
Provided that the office shall be vacated despite an appeal being filed by you against the order of such court;
7. you are removed in accordance with the provisions of the Act;
8. you, having been appointed as a director by virtue of you holding any office or other employment in the holding, subsidiary, or associate company, cease to hold such office or other employment in that company.

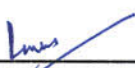
4. Jurisdiction

In case of any dispute that may arise between you and the Company in connection with your employment or in connection with any of the matters specified in this agreement, it is specifically agreed and understood by and between the parties that the courts situated in Meerut alone will have jurisdiction to try and entertain any matters.

Kindly return copy of this letter of appointment duly signed in token of your acceptance of the offer.

Thanking you,
Yours faithfully,

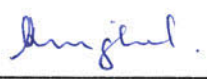
FOR KANO HAR ELECTRICALS LIMITED



(Dinesh Singhal)
Managing Director
DIN:00178786 



Received and accepted



(Adesh Singhal)
Whole-time Director
DIN:00178712 