



महाराष्ट्र MAHARASHTRA

2022

46AA 690879

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८००००९९
- 7 FEB 2023
सक्षम अधिकारी

श्रीमती उल्का पाटील

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("AGREEMENT") is made and executed on this 24th day of April 2023 at Mumbai.

BY AND BETWEEN

CROMPTON GREAVES CONSUMER ELECTRICALS LIMITED, a company incorporated in India under the provisions of the Companies Act, 2013, with corporate identification number L31900MH2015PLC262254 and having, its registered office at 1st Floor, Tower 3, East Wing, Equinox Business Park, LBS Marg, Kurla (West), Mumbai 400 070 (hereinafter referred to as the "**Company**" which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and permitted assigns) of the **FIRST PART**;

AND

MR. PROMEET GHOSH, presently residing at 10-E Harbour Heights B-1, Sawant Marg, Colaba, Mumbai 400 005 (hereinafter referred to as "**Mr. Ghosh**" or "**Executive**") of the **SECOND PART**.

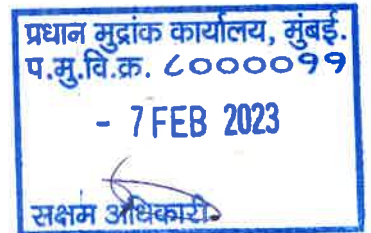




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46AA 690880



The Company and the Executive are unless repugnant to the context or meaning thereof; individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. Mr. Ghosh is presently a non-executive non-independent director on the Board.
- B. The Company has approached Mr. Ghosh to take on an executive role and assume charge as its Managing Director and Chief Executive Office (hereinafter referred to as "MD & CEO"), and Mr. Ghosh accepts such appointment, subject to the receipt of necessary corporate approvals from the Board and shareholders of the Company under the relevant provisions of the Companies Act, 2013 (hereinafter referred to as "Act").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement (including the recitals above and the annexures, schedules and exhibits hereto), except where the context otherwise requires, (i) capitalized terms





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सक्षम अधिकारी

श्रीमती उल्का पाटील

defined by inclusion in quotations and/or parenthesis in any part or section of this Agreement have the meanings so ascribed to them respectively; and (ii) the following words and expressions shall have the following meanings:

- 1.1.1 "Act" means the applicable provisions of Companies Act, 2013, as amended from time to time and shall include all rules and regulations issued thereunder and any statutory replacement or re-enactment thereof;
- 1.1.2 "Affiliate" of a Person ("Subject Person") means, (a) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons, Controls, is Controlled by or is under common Control with the Subject Person; (b) in the case of any Subject Person that is a natural person, (i) any other Person that, either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons, is Controlled by the Subject Person, (ii) any member of a Hindu undivided family of which such Subject Person is a karta or member, or (iii) Relative of the Subject Person;





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2022

46AA 690882

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८००००९९
- 7 FEB 2023
सक्षम अधिकारी

अमरा उल्का पाटील

- 1.1.3 "Applicable Law" means any applicable national, provincial, local or other law, regulations, administrative orders, ordinance, constitution, decree, principles of common law, binding governmental policies, statute or treaty, and shall include notifications, regulations, policies, directions, directives and orders of any Governmental Authority, statutory authority board court, tribunal or recognized stock exchange, in each case, in India;
- 1.1.4 "Board" means the board of directors of the Company;
- 1.1.5 "Claims" has the meaning ascribed to it in Clause 6.4.3 of this Agreement;
- 1.1.6 "Compensation" has the meaning ascribed to it in Clause 6.2 of this Agreement;
- 1.1.7 "Confidential Information" has the meaning ascribed to it in Clause 12.4 of this Agreement;
- 1.1.8 "Control" or "control" (and the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting shares, through the ability to appoint majority directors on the board of directors of the company, by contract or otherwise;





महाराष्ट्र MAHARASHTRA

2022

46AA 690883

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८००००९९
- 7 FEB 2023
सक्षम अधिकारी

1.1.9 "Effective Date" means the date mentioned in Clause 2.1 of this Agreement;

1.1.10 "Governmental Authority" includes (i) any national, federal, state, county, municipal, local, or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government in any jurisdiction, (ii) any public international organization, (iii) any agency, division, bureau, department, or other political subdivision of any government, entity or organization described in the foregoing clauses (i) or (ii) of this definition, (iv) any company, business, enterprise, or other entity owned, in whole or in part, or Controlled by any government, entity, organization, or other Person described in the foregoing clauses (i), (ii) or (iii) of this definition, or (v) any political party;

1.1.11 "Indemnified Party(ies)" has the meaning ascribed to it in Clause 13.3 of this Agreement;

1.1.12 "Notice Period" has the meaning ascribed to in Clause 9.2.1(a.) of this Agreement;

1.1.13 "Person" means any person (including a natural person), sole proprietorship, corporation, body corporate, partnership, joint venture, estate, trust, company, unincorporated association or organization, firm, Governmental Authority or other enterprise, association, organization or entity whether or not required to be incorporated or registered under Applicable Law;

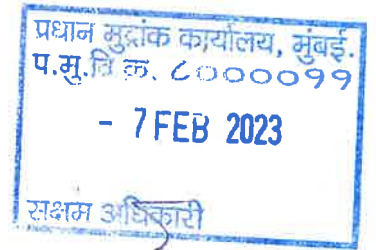




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2022

46AA 690898



- 1.1.14 "**Policies**" means policies of the Company as may be applicable to the Executive from time to time;
- 1.1.15 "**INR**" means the lawful currency of the Republic of India;
- 1.1.16 "**Rules**" means rules of the Company as may be applicable to the Executive from time to time;
- 1.1.17 "**Shortlisted Successors**" has the meaning ascribed to it in **Clause 8.1** of this Agreement;
- 1.1.18 "**Subsidiary**" means any present or future subsidiaries of the Company;
- 1.1.19 "**Successor**" has the meaning, ascribed to it in **Clause 8.4** of this Agreement;
- 1.1.20 "**Term**" has the meaning ascribed to it in **Clause 9.1** of this Agreement;
- 1.1.21 "**Termination Notice**" has the meaning ascribed to it in **Clause 9.2.1(a.)** of this Agreement; and
- 1.1.22 "**Training Period**" has the meaning ascribed to it in **Clause 8.4** of this Agreement.



1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 Any reference herein to any Clause, Schedule, Exhibit, or Annexure is to such Clause of or Schedule or Exhibit or Annexure to this Agreement unless the context otherwise requires. The Schedules, Exhibits and Annexures to this Agreement shall be deemed to form part of this Agreement;
- 1.2.2 References to the Company shall, where the context permits, include the Company's respective successors, legal representatives and permitted assigns;
- 1.2.3 The headings are inserted for convenience, only and shall not affect the construction of this Agreement;
- 1.2.4 Words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders;
- 1.2.5 Reference to statutory provisions, rules, regulations and guidelines shall be construed as meaning and including references to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such rules, regulations and guidelines;
- 1.2.6 The words "herein", "hereunder" and "hereinafter" shall refer to this Agreement as a whole;
- 1.2.7 The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" have correlative meanings; and
- 1.2.8 The word "including" means "including without limitation" and the words "include" or "includes" have correlative meanings.

2. **APPOINTMENT AS THE MANAGING DIRECTOR & CHIEF EXECUTIVE OFFICER**

- 2.1 Subject to the terms and conditions of this Agreement and applicable provisions of the Act, the Company hereby appoints the Executive as an executive director of the Company with effect from April 24, 2023 ("**Effective Date**"), and as the "**Managing Director and Chief Executive Officer**" (hereinafter referred to as '**MD & CEO**') of the Company from May 1, 2023, and the Executive hereby accepts such appointment. Notwithstanding anything contained in this Agreement, the Executive's appointment as the MD & CEO shall be subject to the receipt of necessary corporate approvals from the Board and the shareholders of the Company under the relevant provisions of the Act. In the event the corporate approvals are not granted or delayed, the Executive shall continue the position of interim-CEO till such time a replacement MD has been appointed by the Board on the Compensation and benefits laid out in this Agreement.

3. **DUTIES AND RESPONSIBILITIES OF THE MD & CEO**

- 3.1 The Executive shall be in full-time employment of the Company and shall devote all of his working time to the duties of his office as MD & CEO and shall faithfully and diligently perform such duties in the best interests of the Company, as may, from time to time, be assigned to him by the Board. In his capacity as the MD & CEO, the Executive shall be responsible for the day-to-day management of the Company.
- 3.2 If any claims are made against the Company (during the Executive's tenure as MD & CEO of the Company or any time after the Executive ceases to be the MD & CEO of the Company) which result in the Executive (in his capacity as current or former MD & CEO) also being made a party or being subjected to any legal proceedings or prosecution, then the Company acknowledges and agrees that for all acts done by the Executive in good faith while discharging the duties assigned to him or as approved by the Board or shareholders of the Company, the Company shall provide for the costs of his legal defence (including any costs associated with the appointment of a reputed lawyer by the Company to represent the Executive), should the same ever be required.
- 3.3 The Executive shall have and shall exercise all the powers and authorities that are consistent with his role as the MD & CEO of the Company, subject to the supervision, control and direction of the Board. The Executive shall report to the Board and shall operate in accordance with the directions given by the Board at regularly scheduled Board meetings,



which shall take place at least every quarter of a calendar year, or at such frequency as the Board may require him to report. It is expressly understood that to the extent the Company's articles of association require any action by or relating to the Company to be approved by the Board, the Executive will seek and obtain such approval in writing before taking the action. The Executive shall not have and shall not exercise the powers which are required by the Act to be exercised by the Board or by the shareholders of the Company in a meeting.

- 3.4 The Executive will forthwith on receipt of written instructions from the Board cease to perform and/or exercise any of the duties powers and/or responsibilities delegated to him by the Board, as the case may be. Any diminution of the Executive's duties, powers and/or responsibilities shall be done in good faith, without derogation of the Executive's substantial powers of management of the affairs of the Company, and shall not adversely impact his pay, compensation or benefits in any manner or his future earning potential in the Company.
- 3.5 The Executive shall have the power to sign contracts, deeds and documents proposed to be executed by and on behalf of the Company, to represent the Company in dealings with all Governmental Authorities and other authorities and to sign pleadings and applications required to be filed in any legal proceedings by or against the Company, subject, however, to such action having first been approved by the Board.
- 3.6 The Executive shall attend all meetings of the Board unless leave of absence is requested and will be a whole time director on the Board. Further, subject to approval by the Board, the Executive may also be appointed to committees constituted by the Board, supervisory or advisory boards or on any similar bodies of affiliated or non-affiliated companies and external bodies/organisations.
- 3.7 The Executive shall not at any time during this Agreement, make any disparaging, untrue or misleading statement in relation to the Company. After the expiry or the cessation of his employment hereunder, the Executive shall not represent himself as being directly or indirectly employed by the Company or connected with the Company (except as a shareholder or director, if applicable).
- 3.8 The remuneration payable to the Executive as stated in this Agreement shall be deemed to include valuable consideration in respect of the non-competition covenant and undertaking given by the Executive as stated in this Agreement, and the Executive hereby acknowledges and admits the adequacy and sufficiency of such consideration.
- 3.9 Notwithstanding anything provided in this Agreement, and except as already disclosed by the Executive, during the Term of this Agreement, the Executive will not carry on any business or occupation for compensation or otherwise or devote any part of his time in any capacity in the service of or be employed by any firm, company, organisation or Person other than the Company, except with the approval of the Board. The Executive will devote his whole working time and attention and best efforts to his duties in his capacity as the MD & CEO of the Company to promote the interest of the Company and will not utilise or divulge any of the Company's trade secrets to any persons, during or after his association with the Company.
- 3.10 The Executive shall at all times perform all of his obligations under this Agreement and shall on a best efforts basis cause the employees of the Company to perform their obligations in strict conformity with the Applicable Laws including in relation to bribery and corruption.
- 3.11 The Executive hereby agrees and undertakes to employ the best of his skills and abilities to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders, and directions as may be given to him from time to time by the Board.
- 3.12 The Executive shall in addition to this **Clause 3**, have the specific powers, authority, duties and responsibilities as per **Annexure 1**. Such powers, authority and responsibilities as described in **Annexure 1** may be altered at the sole discretion of the Board in accordance with the terms of this Agreement.

4. RIGHTS OF USE AND INVENTIONS

- 4.1 The Executive agrees that the results of all his work-related activities, whether or not they result in an invention or intellectual property, are and shall be the exclusive property of the Company, including the results from any work the Executive performs or has performed for the Company or any other Person that arise from the use or assistance of the Company's facilities, materials, personnel, or Confidential information in the course of his employment



(whether or not during usual working hours), whether such work was conducted individually or jointly with others and would include any derivative of such work.

- 4.2 The Executive agrees that the results of all records, in whatever media (including written works), documents, papers, notebooks, drawings, designs, technical information, formulations, source code, object code, processes, methods that relate to or result from any work he performs or performed for the Company, or that arise from the use or assistance of the Company's facilities, materials, personnel, or Confidential Information in the course of his employment (whether or not during usual working hours), whether developed individually or jointly with others, (and including the subsequent expression of an idea developed while he was in the employment of the Company) will be and remain the absolute property of the Company, and the Company shall be the owner of any patent, copyright, trade secret, or other intellectual property rights in all such works, on a worldwide and perpetual basis.
- 4.3 The Executive agrees any work that he undertakes for the Company during the Term of this Agreement is a 'work for hire' under relevant intellectual property legislations. The Executive acknowledges and agrees that all work done and/or material created pursuant to this Agreement shall belong to the Company so that the Company is considered the author or producer, on a worldwide and perpetual basis. If, for any reason, the Executive is considered the author or producer of any work and/or material, the Executive agrees to promptly assign to the Company, all right, title and interest the Executive may have in the same in perpetuity and on a royalty paid, worldwide basis in accordance with the terms of this Agreement.
- 4.4 All written work and inventions made or produced by the Executive in connection with his activities shall inure and belong exclusively to the Company. In so far as such work or invention is protected by copyright or trademark or patent or design or other intellectual property rights, the Executive hereby transfers and assigns to the Company the entire worldwide right, title and interest in and to such work and inventions including, without limitation, all intellectual property rights embodied in such works and inventions, in perpetuity. The rights assigned to the Company by the Executive under this **Clause 4** shall remain valid and subsisting in perpetuity, and shall not lapse, even if the Company does not exercise those rights within any statutory period of time that may be prescribed by law, rule or regulation, and it shall be irrefutably presumed that the Company has exercised the copyright rights assigned to the Company as of the time that each and every such copyright comes into existence. The Executive shall have no entitlement to any remuneration for such transfer and assignments to the Company. Such work and inventions shall be fully compensated by the contractual remuneration specified in this Agreement and the Executive hereby acknowledges and admits the adequacy and sufficiency of such remuneration.
- 4.5 The Executive shall from time to time during his employment hereunder immediately and fully disclose to the Company any inventions or discoveries he may make or discover and any improvement or mode of performing thereof arising out of or in connection with the Company. In furtherance of his obligations under this **Clause 4**, the Executive agrees not to claim any proprietary interest in any such inventions, discoveries or improvements.
- 4.6 Any inventions of the Executive and technical suggestions for improvement as well as methods of patents, utility models, design, copyrights, trademarks, other intellectual property rights and the like developed by the Executive in connection with his activities for the Company inure exclusively to the Company. The Company shall have the unrestricted and exclusive right of use thereof to the exclusion of the Executive who shall not be entitled to any additional compensation for such use. In so far as this is necessary, the Executive shall transfer to the Company any right, title, interest or claim which entitles the Company to register patents, designs, trademarks, copyrights or other intellectual property rights in the Company's own name and for its own account.
- 4.7 The provisions of this **Clause 4** shall survive the cessation of this Agreement.

5. LOCATION

- 5.1 The Executive shall undertake his duties from the Company's office(s) located in Equinox Business Park, Tower 3, 1st Floor, LBS Marg, Kurla, Mumbai 400 070 or from any other location (including his residential premises, if necessary) in accordance with Company policies.
- 5.2 The Executive further acknowledges and agrees that he will be expected to make visits and travel both within India and overseas, as may be necessary for the proper discharge of his duties and responsibilities.



9

6. REMUNERATION, BENEFITS, BONUS & EMPLOYEE STOCK OPTION INCENTIVES

6.1 In consideration for the Executive performing his duties in accordance with the terms and conditions contained in this Agreement, he shall be entitled to the remuneration and benefits set out in **Clauses 6.2 to 6.5** below. Such remuneration shall be subject to necessary corporate approvals, and the Company undertakes that it shall obtain all necessary corporate approvals for the grant of such remuneration and benefits. The remuneration and benefits to be paid to the Executive shall be subject to yearly review by the Board, which shall occur during the first quarter of each financial year or at such other time as the Board may determine. The Executive shall be entitled to a 15% increment in Compensation (as defined below) in the first yearly review after the Effective Date. Without prejudice to the foregoing, subject to Applicable Law and the satisfactory delivery of the agreed performance and target metrics, the Board may approve such annual increment to the remuneration payable to the Executive, as it may deem appropriate.

6.2 Compensation

6.2.1 The Executive will be entitled to a fixed annual compensation of INR 4,20,00,000/- (Indian Rupees Four Crore Twenty Lakh only), which shall be payable in monthly arrears as per the Company's regular payroll cycle. The Executive will also be eligible for a cash bonus of INR 6,40,00,000 (Indian Rupees Six Crore Forty Lakh only), based on the achievement of performance metrics as determined by the Board. The fixed annual compensation and the cash bonus shall be referred to as the "**Compensation**". The said Compensation will be subject to shareholders approval.

6.2.2 In relation to the cash bonus, it is clarified that in the event the Executive exceeds all the performance metrics as decided and agreed between the Executive and the Board, in any particular year, the Board may, in its sole discretion and subject to Applicable Law, determine payment of such additional cash bonus to the Executive, as the Board may deem fit and necessary, which shall not exceed 125% of the cash bonus.

6.3 Employee Stock Options

6.3.1 It is hereby agreed that, subject to **Clause 6.3.2** below, the Executive shall be granted 20,00,000 (Twenty Lakh) employee stock options from the options pool available under the Crompton Employee Stock Option Plan 2019 (hereinafter referred to as "**ESOP 2019 Plan**"), subject to such terms and conditions as approved by shareholders of the Company. The terms and conditions associated with such employee stock options will be as per the terms of the ESOP 2019 Plan read with this Agreement and the grant letters issued to the Executive. The Company acknowledges and agrees that the grant letter for the respective employee stock options to be issued and granted to the Executive will be in a form set out in Annexure 2.

6.3.2 Grant of employee stock options to the Executive shall be subject to all necessary corporate approvals (including but not limited to approvals from the Board, Nomination and Remuneration Committee of the Company and the shareholders of the Company (if required)).

6.3.3 Notwithstanding anything provided in this Agreement or the terms of ESOP 2019, in case any Person acquires Control of the Company, then all the employee stock options which have been granted to the Executive but not vested immediately stand accelerated and vested upon such Person acquiring Control of the Company. The Company shall undertake necessary amendments to ESOP 2019 and obtain relevant corporate approvals as may be required under the Act and applicable regulations to give effect to the foregoing.

6.4 Insurance and indemnity of the Executive

In addition to the Compensation provided above, the Company shall:

6.4.1 Obtain and maintain a directors and officers liability insurance policy for the Executive for a sufficient amount and coverage period. Such directors and officers liability insurance policy shall continue to cover the Executive even after cessation of his Executive position and/or employment with the Company for any reason; and



6.4.2 Subject to Applicable Law including in particular the provisions of the Act, the Company shall indemnify and undertake to keep indemnified, defend and hold harmless the Executive from and against any and all actual losses arising out of claims, proceedings including any attachment proceedings on any of the assets of the Executive, liabilities, obligations costs, expenses, fines, penalties, amounts paid in settlement and/or any other expenses incurred or suffered by the Executive (including costs of defence, settlement, attorneys' fees and legal costs but excluding (i) any loss of profit and (ii) any indirect, consequential or punitive losses or damages) in connection with any threatened, pending or completed action, suit or proceeding of any nature, whether civil, criminal or investigative, (collectively referred to hereafter as "**Claim**") by reason of Executive's position as MD & CEO of the Company. The obligation of the Company to indemnify the Executive under this **Clause 6.4.2** shall apply only if:

- (a) The Executive has taken all reasonable measures to mitigate the loss caused pursuant to the Claim; and
- (b) The Claim shall have not arisen as a result of any proven gross negligence, material misconduct, breach of trust, material breach of statutory duties or material breach of this Agreement by the Executive.

6.4.3 Notwithstanding the provisions of **Clause 6.4.2** above, the Company shall not be liable for any Claim that is covered under a policy of insurance including but not limited to the directors and officers liability insurance policy or any other insurance policy obtained by the Company for the Executive in this regard. To the extent that any payment has been made in respect of a Claim amount (in part or in full) to Executive, and if such portion of the Claim amount is recovered by Executive pursuant to or under a policy of insurance then in force or from a third party, then in such event, Executive shall forthwith repay the Company to the extent of such payment received.

6.4.4 The obligation of the Company to indemnify the Executive as contained in **Clauses 6.4.2 to 6.4.3** shall survive the termination of this Agreement for any Claims that are raised against the Executive by reason of the Executive's position as MD & CEO of the Company, whether or not at the time of such Claim the Executive is the MD & CEO of the Company.

6.5 Leave and Other Benefits: The Executive shall be entitled to leaves and such other benefits that are provided to other employees, as per the prevalent Company policies.

6.6 Apart from any remuneration and benefits payable to the Executive under this Agreement, the Executive shall not be entitled to any other compensation or monetary benefits from the Company.

6.7 Any remuneration received by the Executive in excess of the limits prescribed under the Applicable Laws or without the prior approval of the Government of India, shall be refunded by the Executive to the Company, and until such time the Executive shall hold such sum in trust for the Company.

6.8 The Company shall make its best effort to get requisite approvals from the shareholders of the Company or the Government of India or other relevant authorities for the payment of Compensation to the Executive (if required). The Executive shall provide all necessary assistance and co-operation to the Company for obtaining such approvals.

7. TAXES AND DEDUCTIONS

7.1 Taxes

If and to the extent that, the Executive has received any amounts or benefits (including employee benefits), perquisites or similar items provided, or to be provided under this Agreement, which is determined by the applicable taxing authorities to constitute taxable compensation, then the Executive shall be solely responsible for the payment of any and all taxes imposed in respect thereof, and shall not be entitled to reimbursement thereof from the Company, or to any increase in the remuneration and benefits hereunder by reason thereof. The Executive agrees and undertakes to discharge any such tax liability promptly in accordance with applicable Law and to indemnify the Company against any losses, liability or costs that the Company may incur due to the non-discharge of the same by the Executive. It is further clarified that the responsibility for making the requisite income tax



filings and responding to any queries and questions from the Indian tax authorities shall vest solely with the Executive, and the Company will not be responsible for any tax filings in respect of the Executive's income in India or elsewhere.

7.2 Deductions

In respect of any remuneration to be provided by the Company to the Executive pursuant to this Agreement, such remuneration by the Company shall be subject to any deductions and withholdings required to be made under the Applicable Law.

8. SUCCESSOR

- 8.1 When a Termination Notice is served by either Party in accordance with **Clause 9** below, the Board at its sole discretion may require the Executive, with the assistance of the Company, to identify 3 potential candidates ("**Shortlisted Successors**") to succeed the Executive as the MD and/or CEO of the Company.
- 8.2 The Board shall determine the process of reviewing and scrutinizing the Shortlisted Successors and shall appoint a panel of 3 members comprising 2 members of the Board and the Executive to do the same, or such other panel as may be required under Applicable Laws. Such panel appointed by the Board shall review and scrutinize the profiles of each of the Shortlisted Successors to determine the eligibility, qualification and suitability of each Shortlisted Successor.
- 8.3 Upon completion of the vetting process, as provided in **Clause 8.2** above, the final decision regarding the appointment of a successor from the Shortlisted Successor shall be taken by the Board.
- 8.4 In the event, the Board decides to appoint a successor ("**Successor**") from the Shortlisted Successors or otherwise, it is agreed by the Parties that the Executive shall provide the necessary training to such Successor for a period mutually agreed upon by the Parties ("**Training Period**"). Upon the completion of the Training Period, the Board shall review the progress made by the Successor and in consultation with the Executive, make a final decision regarding the appointment of the Successor as MD and/or CEO of the Company.
- 8.5 In the event (i) the Board does not appoint a successor from the Shortlisted Successors; or (ii) the Board rejects the Successor after the review, the process set out in **Clauses 8.1, 8.2, 8.3, and 8.4** shall be repeated until the Board, in its sole discretion, decides on appointing a successor from the Shortlisted Successors. Notwithstanding the foregoing, the Board may at any point in time decide to relieve the Executive of the obligations set out in this **Clause 8**.
- 8.6 Notwithstanding anything provided in this **Clause 8**, the Executive shall not be required to continue in the employment of the Company beyond the period of the Termination Notice, unless mutually agreed between the Parties.

9. TERM & TERMINATION

9.1 Term

Subject to the provisions of termination as hereinafter provided in **Clause 9**, the term of this Agreement shall be 5 years from the date of Executive's appointment as MD & CEO, i.e. May 1, 2023 ("**Term**") and shall be renewed for a further period of 5 years subject to the mutual agreement of the Parties and necessary corporate approvals (if required).

9.2 Termination

9.2.1 Termination without cause

- (a) Subject to the provisions of the Act, this Agreement can be terminated by either Party at any time after giving written notice ("**Termination Notice**") of 3 (three) months ("**Notice Period**") to the other Party. Any termination by the Company shall be carried out for reasonable cause. In the event the Company terminates this Agreement by providing the Termination Notice, it may (in its sole discretion) relieve the Executive earlier by paying the Compensation (inclusive of any cash bonus or additional cash bonus accrued till the last date of employment) in lieu of the Notice Period (partly or in full), or decide to place



the Executive on 'garden leave' for the duration of the Notice Period as more specifically provided below:

(b) Garden Leave

Where the Company places the Executive on 'garden leave' during the Notice Period, the Company shall be under no obligation to provide work or assign any duties to the Executive for the whole or any period of such Notice Period and/ or may require the Executive:

- (i) to not enter any premises of the Company, or any Affiliate; and/ or
 - (ii) to resign with immediate effect from any offices the Executive holds in the Company and/or in any Subsidiary or trusteeships; and/ or
 - (iii) to refrain from communicating with any customers, clients, suppliers or employees of the Company or any Subsidiaries; and/ or
 - (iv) to not exercise any powers previously conferred on him and to not hold himself out to any third party as possessing any power (authority from the Company;
- (c) The Executive will continue to be bound by duties of good faith and fidelity to the Company during the Notice Period. At any time during the Notice Period, the Board may require the Executive to vacate directorial office held within the Company or in any other Affiliate and upon such a decision by the Board (which shall be intimated to the Executive in writing) the Executive shall be deemed to have vacated office as a director with such entity. It is clarified that the Executive's employment with the Company shall continue in such circumstances till the expiry of the Termination Notice period.

9.2.2 Termination with cause

The Company shall be entitled to terminate the Executive's services for Cause (defined below) by providing him with a week's notice (or such shorter notice as may seem reasonable to the Company in its sole discretion depending on the Cause). In the event of termination for "Cause", no payment will be made by the Company, except statutory entitlements and accrued Compensation. It is agreed that the Executive shall be given a fair, reasonable and confidential opportunity to provide an explanation to an independent committee before conclusion of the occurrence of Cause.

"Cause" will mean:

- (a) Gross misconduct (generally this includes any fundamental breach of contract or conduct which brings the Company/the Board or the Chairman into disrepute/disgrace);
- (b) Material breach of safety rules;
- (c) Conviction for any serious offence by any court of law or any other adjudicating authority;
- (d) Conviction by a court of law for theft (whether before or after the date hereof);
- (e) Conviction by a court of law for fraud (whether before or after the date hereof);
- (f) Being under the influence of alcohol or drugs or similar substances, during the work hours or working periods, excluding Company related events where alcohol is served or alcohol consumption is acceptable;
- (g) Violation of material terms of this Agreement or flagrant/blatant failure to follow Company policies, procedures and regulations;
- (h) Wilful and continued failure to substantially undertake his duties with the Company (other than such failure resulting from him being disabled or suffering from any significant health concerns), within a reasonable period of time after a written demand/notice for such deliberate and substantial dereliction is



delivered to him by the Board, which demand specially identifies the manner in which the Board believes that he has not wilfully and substantially undertaken such duties;

- (i) Wilful engaging in conduct which is demonstrably and materially injurious to the Company or any of its subsidiaries/associates, monetarily or otherwise;
- (j) Engaging, (whether before or after the date hereof) in egregious/grave misconduct involving serious moral turpitude to the extent that, in the reasonable judgment of the Board, his credibility and reputation no longer conform to the standard of the Company executives/employees;
- (k) Wilful acts that undermine the Company's reputation or competitiveness after a written demand/notice is delivered to him by the Board, which demand specifically identifies the manner in which the Board believes that he has acted such as to undermine the Company's reputation or competitiveness;
- (l) Any particulars provided by him or any of the representations or warranties made by him are untrue.

9.2.3 Further Undertakings

- (a) Upon the cessation, by whatever means, of the Executive's employment under this Agreement, he shall immediately tender his resignation from the office as the MD & CEO, director and/or other offices held by him in the Company and/or the Subsidiary, without claim for compensation for loss of office. Further, upon such cessation, the Executive shall not represent himself as connected with the Company or the Subsidiary.
- (b) The Executive acknowledges that his appointment as MD & CEO is by virtue of his directorship on the Board and employment in the Company and such appointment shall be subject to the provisions of the Applicable Law. To that extent, it is further acknowledged and agreed that if at any time the Executive ceases to be a Director of the Company for any reason under the Applicable Laws, he shall continue to be in the employment of the Company as CEO unless such employment is terminated by the Board in accordance with the terms hereof and Applicable Law.

9.2.4 Notwithstanding anything mentioned in this Agreement, the Executive's employment with the Company under this Agreement will automatically terminate upon his death or on the Company providing the Termination Notice to the Executive in the event he is unable to fulfil his responsibilities and obligations in the manner specified in this Agreement due to physical or mental disability.

9.2.5 Upon cessation of this Agreement, the Executive agrees to immediately deliver to the Company all of the Company's Confidential Information, Company property, equipment and materials (including correspondence, tapes, drawings, notes, plans or other documents of whatsoever nature and all copies thereof) made, compiled or required by the Executive in relation to his duties under this Agreement and concerning the business, finances or affairs of the Company.

10. NON-COMPETITION AND NON-SOLICITATION

10.1 From the Effective Date until the cessation of this Agreement in accordance with the terms of this Agreement, the Executive shall not by himself, or through any of his Affiliates, directly or indirectly, engage in any of the following:

10.1.1 Carry on any business which is the same as or competes with the Company;

10.1.2 Engage, set up, promote, finance or invest in a business, venture or company which deals with or offers the same or similar products or services as the Company;

10.1.3 Enter into any agreement or arrangement with any Person relating to a business similar to or same as the Company, or participate in the management, operation, or control of, or be financially interested, or become a director, officer, partner, executive or consultant of or to any business that competes with the Company;



- 10.1.4 Provide any know-how or technical assistance to any Person in relation to the Company or any business similar or identical thereto; and
- 10.1.5 Divulge or disclose to any Person any information (other than information available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction) relating to the Company, the identity of its customers, vendors, its products, finance, contractual arrangements, business or methods; or
- 10.1.6 Engage in or agree to engage in any other act or thing analogous to the foregoing that would prejudice the interests of the Company.
- 10.2 From the Effective Date for a period of 5 years (five) after the cessation of this Agreement in accordance with the terms of this Agreement, the Executive shall not directly or indirectly:
- 10.2.1 Interfere with, tender for, canvas, solicit, entice away or attempt to solicit or entice away, hire or procure, (or make any attempts to do or influence, encourage or assist in doing any of the foregoing act) from the Company, any existing, former or potential, representative, agent, franchisees, contractor, customer, client consultant, business associates or employees of the Company, whether or not such persons would commit a breach of contract by reason of terminating their engagement with the Company;
- 10.2.2 Induce or procure (or make any attempts to do or influence, encourage or assist in doing any of the foregoing acts) any Person who was a director, employee, advisor or consultant, contractor, supplier, dealer or vendor, of the Company to leave the service of, or cease to provide service to, the Company; or
- 10.2.3 Accept into employment or otherwise engage or use the services of any Person who is or was at any time during the last two years an employee of the Company.

11. REASONABLE RESTRICTIONS AND EQUITABLE RELIEF

- 11.1 The Executive agrees that the covenants of non-competition and non-solicitation contained in **Clause 10** above are reasonable covenants under the circumstances and are necessary for the protection of the Company. The Executive further covenants that by entering into the covenants of non-competition and non-solicitation contained in this Agreement, his livelihood is not impaired in any manner whatsoever.
- 11.2 The Executive acknowledges and agrees that a breach of the covenants contained in this Agreement, including but not limited to covenants of non-competition and non-solicitation contained in **Clause 10**, will result in irreparable injury to the Company for which monetary damages cannot adequately compensate the Company. Therefore, in the event of any such breach by the Executive, the Company shall be entitled (in addition and without prejudice to all other remedies in law or equity available to them) to equitable relief by way of restraining order, injunction or other order to enforce this Agreement.

12. CONFIDENTIALITY

- 12.1 The Executive's association or employment with the Company has given and will give him, access to Confidential Information and the Executive acknowledges and agrees that using, disclosing, or publishing any Confidential Information in any unauthorized or improper manner could cause the Company to incur substantial losses, damages and irreparable harm that cannot be readily calculated and for which damages would not be an adequate remedy. Accordingly, the Executive undertakes to the Company that he will not at any time, except in performing his duties and obligations to the Company under this Agreement (or with the Board's prior written consent), directly or indirectly, use, disclose, or publish, or permit others not so authorized to use, disclose, or publish any Confidential Information that he may learn or become aware of, or may have learned or become aware of because of his prior or continuing employment, ownership, or association with the Company or any of their predecessors, or use any such information in a manner detrimental to the interests of the Company.
- 12.2 The Executive confirms that all Confidential Information is, and must remain, the exclusive property of the Company. Any office equipment (including computers and other storage devices) received from the Company in the course of his association/employment and all business records, business papers, and business documents kept or made, whether on digital media or otherwise, in the course of his employment with the Company relating to the Company must remain the property of the Company.



- 12.3 The rights and obligations set forth in this **Clause 12** will continue indefinitely and will survive the expiry of this Agreement and the cessation of the Executive's employment with the Company.
- 12.4 For the purpose of this Agreement, "**Confidential Information**" shall mean any and all information (whether oral or written) relating to the business or affairs of the Company or in respect of any of the agreements entered into between the shareholders of the Company or in respect of the business of the shareholders of the Company or in respect of which the Company is bound by an obligation of confidence to any third party including but not limited to, all data, compilations, technical information, materials, programs, computer programs, devices, strategies, concepts, ideas, discoveries, inventions, know-how, formulae or methods concerning or related to (i) the Company's financial condition, results of operations, and amounts of compensation paid to officers and employees; (ii) marketing and sales programs of the Company and the terms and conditions (including prices) of sales and offers of sales of products and/or services by the Company; (iii) the terms, conditions and current status of the Company's agreements and relationships with any customers, suppliers or manufacturers; (iv) the identities and business preferences of the Company's actual and prospective customers and suppliers or any employee or agent thereof with whom the Company communicates; (v) the trade secrets and know-how, manufacturing processes and techniques, regulatory approval strategies, computer programs, data, formulae, and compositions, service techniques and protocols, product designs and other skills, ideas, and strategic plans possessed, developed, accumulated or acquired by the Company; (vi) any communications between the Company, its officers, directors, shareholders or employees, and any attorney/lawyer retained by the Company for any purpose, or any person retained or employed by such attorney/lawyer for the purpose of assisting such attorney in his or her representation of the Company; (vii) any other matter or thing, whether or not recorded on any medium, (a) by which the Company derives actual or potential economic value from such matter or thing being not generally known to other persons or entities who might obtain economic value from its disclosure or use, or (b) which gives the Company an opportunity to obtain an advantage over its competitors who do not know or use the same; (viii) price sensitive information relating to the Company; and (ix) future plans of the Company, including but not limited to new materials research, pending projects and proposals, research and development strategies and similar items.
- 12.5 It is agreed between the Parties that Confidential Information shall not include any information (i) that is or becomes generally known to the public through no fault of or breach of this Agreement by the Executive; and (ii) that is required to be disclosed pursuant to Applicable Law, order/direction of any competent authority or judicial, provided that Executive must notify the Board prior to any disclosure. For the purpose of this **Clause 12**, the term "**Company**" shall include its affiliate(s) and or group companies.

13. REPRESENTATIONS, WARRANTIES AND INDEMNITY

13.1 Each Party represents, to the other Party hereto that:

- 13.1.1 Such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;
- 13.1.2 The execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other actions of such Party;
- 13.1.3 This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- 13.1.4 The execution, delivery and performance of this Agreement by such Party, and the consummation of the transactions contemplated hereby, will not (i) violate any provision of the organizational or governance documents of such Party, (ii) subject to the statutory approvals and the approvals of the Board and the shareholders of the Company and necessary statutory filings, require such Party to obtain any consent, approval or action of or make any filing with, or give any notice to, any Governmental Authority in such Party's country of organization or incorporation, or any other Person pursuant to any instrument, contract or other agreement to which such Party is a party or by which if such Party is bound.



13.2 In addition to the representations and warranties provided in **Clause 13.1** above, the Executive represents, warrants and undertakes to the Company that:

13.2.1 he is not subject to any obligations or commitments, whether contractual or otherwise, which are inconsistent with his obligations under this Agreement, or which could be potentially inconsistent with his obligations under this Agreement;

13.2.2 He has obtained appropriate advice from legal counsel in relation to his obligations under this Agreement;

13.2.3 He is fully aware that any of the obligations contained in this Agreement will not impair his ability to fair, adequate and reasonable livelihood; and

13.2.4 Apart from what is contained in this Agreement and/or associated Company policies and incentive plans or schemes, he shall not claim and/or derive any remuneration and/or monetary benefit from the Company in relation to his services to the Company.

13.3 Each Party agrees to indemnify and hold harmless the other and, in relation to the Company, its officers, employees, authorized representatives and directors (individually, an **"Indemnified Party"** and, collectively, the **"Indemnified Parties"**), from and against any and all losses suffered by the Indemnified Party, insofar as such losses arise out of, in any way relate to, or result from any misstatement or any breach of any representations, warranties and undertakings set out in **Clause 13**.

14. POLICIES AND RULES

All policies and rules of the Company which are applicable to other employees of the Company shall also be applicable to the Executive unless specifically provided otherwise in this Agreement.

15. REMEDIES CUMULATIVE

15.1 No remedy conferred under this Agreement shall be exclusive of any other remedy and each remedy shall be cumulative and in addition to every other remedy provided or existing under Applicable Law, in equity, herein or otherwise.

15.2 The election of any one or more remedies by any Party shall not constitute a waiver of such Party's right to pursue any other available remedy or remedies.

16. SETOFF

If, during the Term, the Executive becomes indebted to the Company for any reason or is otherwise required to reimburse any amounts to the Company, the Company may, if it so elects, set off any sum due to the Company from the Executive against the Compensation payable by the Company to the Executive under this Agreement, and collect any remaining balance from him.

17. NOTICES

17.1 Any notice or other communication whatsoever to be made or given under this Agreement shall only be effective if it is in writing and sent to the Party concerned at its address, email or facsimile number and for the attention of the individual, as set out below:

17.1.1 In the case of notices to the Company:

To the attention of: Chairman of the Board

Address: Tower 3, 1st Floor, East Wing, Equinox Business Park, LBS Marg, Kurla (West), Mumbai 400 070

Email: secretarial@crompton.co.in

17.1.2 In the case of notices to the Executive:

To the attention of: Mr. Promeet Ghosh



Address: 10E Harbour Heights B1, NA Sawant Marg, Colaba, Mumbai 400005

Email: prom.ghosh@gmail.com

Provided that a Party may change its notice details as aforesaid, on giving notice to the other Parties of the change in accordance with this **Clause 17**.

17.2 Subject to **Clause 17.3**, any notice given under this Agreement shall, in the absence of an earlier receipt, be deemed to have been duly given as follows:

17.2.1 If delivered personally, on receipt;

17.2.2 If sent by registered post, 15 (fifteen) clear Business Days after the date of posting;

17.2.3 If sent by facsimile, upon generation of the delivery receipt; and

17.2.4 If sent by email, then upon sending such email.

17.3 Any notice given under this Agreement, outside working hours, in the place to which it is addressed, shall be deemed not to have been given until the start of the next period of working hours in such place.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, and subject to the exclusive jurisdiction of courts in Mumbai, Maharashtra.

19. DISPUTE RESOLUTION

19.1 All disputes arising in connection with this Agreement shall, to the extent possible, be settled amicably by prompt good faith negotiations between the representatives of the Parties. In default of such amicable settlement within 30 days of the commencement of discussions, the dispute shall be settled under the (Indian) Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed, whose decision the parties hereto shall recognize and respect as final and binding. Any such arbitration proceeding shall be held at Mumbai, in the English language.

20. MISCELLANEOUS

20.1 No Partnership

Neither Party shall act as an agent of the other Party (other than as provided in this Agreement) and the Executive shall not have any authority to act for or to bind the Company, except as authorized by the Board in accordance with the terms and conditions of this Agreement. Nothing herein contained shall constitute, or be deemed to constitute, any agency or partnership in Applicable Law between or amongst any of the parties to this Agreement, and no Party to this Agreement shall, therefore, act or hold itself out as agent or partner of any other Party hereto.

20.2 Time

Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties, failing which, time shall be of the essence.

20.3 Entire Agreement

This Agreement read with any employee stock option grant letters that are issued by the Company to the Executive, constitutes the entire agreement between the Executive and the Company with respect to his employment with the Company, and cannot be changed or terminated orally, and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

20.4 Waiver

No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties thereto. No waiver shall be valid unless given in writing by the Party from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and



shall, in no way, impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by either Party of a breach of or a default under any of the provisions of this Agreement, nor the failure by either Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

20.5 Independent Rights

Each of the rights of the Parties hereto, under this Agreement, are independent, cumulative and without prejudice to all other rights available to such Parties and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

20.6 Further Assurance

Each Party agrees to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by Applicable Law or as may be necessary, required or advisable, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them) to implement and give effect to this Agreement.

20.7 Specific Performance

The Executive agree that damages may not be an adequate remedy and the Company shall be entitled to an injunction, restraining order, right for recovery, proceeding for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Executive from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including a right for damages.

20.8 Non-Exclusive Remedies

The rights and remedies herein provided are cumulative, and none is exclusive of any other or of any rights or remedies that any Party may otherwise have under Applicable Law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement, or failure to fulfil any condition shall, in no way, be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.

20.9 Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable, the Parties shall endeavour to amend such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing, any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted, provided the fundamental terms of the Agreement are not altered.

20.10 No Assignment

This is a personal service contract and shall not be assigned by either party.

20.11 Counterparts

This Agreement may be executed in two copies, each of which when so executed and delivered shall be deemed an original, but both of which together shall constitute one and the same instrument.



20.12 Amendment

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

<p>For and on behalf of</p> <p>CROMPTON GREAVES CONSUMER ELECTRICAL LIMITED</p> <p></p> <p>Hemant Nerurkar Chairman of the Board</p> <p>In the presence of:</p> <p>Name:</p> <p>Signature:</p> <p></p>	<p></p> <p>PROMEET GHOSH</p> <p>In the presence of:</p> <p>Name:</p> <p>Signature:</p>
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ANNEXURE 1

POWERS, AUTHORITY AND RESPONSIBILITIES OF THE EXECUTIVE

Key Responsibility: To grow the Revenue, EBITDA, gross margin, etc., of each of the Company's operations and lead initiatives, such as M&A, key customer acquisition, market development and organizational design.

Duties and responsibilities of the Executive include:

1. Drive vision and purpose and set the strategic direction for the Company. Take charge of sharpening focus on building the culture, customer and employee brand, and drive accountability and capacity building. Work with the senior management team and Board to develop the Company's growth strategy and create a multi-year business roadmap to profitably take the business into the next phase of growth scale and lead the organization as it grows to a size substantially beyond where it is today.
2. Identify and unlock strategic opportunities across the business sectors and geographies, redefining some businesses if necessary to compete, create and build value. This would include identifying and leveraging organic and inorganic growth opportunities.
3. Achieve the business plan objectives as discussed with and approved by the Board, enabled also by a continued "outside-in" focus through ongoing market insights and perspectives.
4. Review and refine go-to-market strategies, particularly in new geographies; penetrate and expand relationships in existing key accounts/customer relationships and develop new customer relationships in the targeted industry verticals to ensure maximum advantage in the marketplace and the greatest possible return on investment for shareholders.
5. Build strong delivery capability ensuring continued improvement of operational excellence and cost competitiveness.
6. Refine the Company's operational processes including decision-making and organizational design to reduce complexity, increase speed, and improve accountability and efficiency, all of which should benefit growth and the bottom line.
7. Provide strong yet sensitive high-calibre leadership within the organization. Develop and mentor direct reports and other fast trackers to create bench strength and attract outstanding new talent to the organization.
8. Act as one of the key public faces for the Company/industry category and articulate the Company's vision into a clear strategy in the market.
9. To ensure that all financial and regulatory disclosures are made in an accurate and timely manner, and that the Company complies with all applicable laws, rules and regulations.
10. Fulfil responsibilities in a professional manner and represent the Company with clients, business partners, at industry forums, in government negotiations and with the media in a proper and lawful manner consistent with the Company's standing as a listed Company.
11. Advise the Board on all matters pertaining to the Company's operations and global presence.
12. Observe and comply with all the resolutions, regulations and/or directions as may from time to time be made or given by the Board. Further observe and follow all laws, notifications, rules and regulations that are applicable and will keep himself informed of these matters.
13. The Board shall periodically review and redefine/modify Executive's responsibilities.
14. Perform such other duties and activities as the Board may from time to time designate.



ANNEXURE 2

Date:

Mr. Promeet Ghosh

Mumbai

Dear Mr. Ghosh,

- 2.1 Congratulations! It's a pleasure to honor you as a member of a select group of employees who are being granted Employee Stock Options ("Options").
- 2.2 You are an important member of Crompton Greaves Consumer Electricals Limited ("Company"). We all are committed to build the Company as a formidable organization and in the process, create value for all our stakeholders. While you help create this value, we would like you to get a share in this value too.
- 2.3 It gives me great pleasure to inform you that the Nomination & Remuneration Committee at their meeting held on, 2023, have granted you Options under the Crompton Employee Stock Option Plan 2019' ("ESOP 2019"). Each Option entitles you to one fully paid-up equity share in the Company. Being an option holder, you would be entitled to become a Shareholder of the Company as per the terms of ESOP 2019.

The Options granted would vest as specified in the 'Particulars of Grant' attached with this letter. Each of the Options is being granted at the exercise price of Rs The salient features of ESOP 2019 are explained in "Understanding ESOP 2019" being enclosed herewith.

- 2.4 These Options are a token of our appreciation and gratitude for believing in the Company. We believe this is just the beginning and hope you would continue to extend your support in the years to come. These Options are being awarded to you considering your present role and the contribution to the value you are expected to make in the future. As the Company grows as a whole, the value of these Options would also increase.
- 2.5 Once again, we congratulate you on your journey towards sharing the ownership of the Company and looking forward to work with you.

With best wishes,

Enclosures:

1. **Annex 1: Disclosure statement as per SEBI Regulation**
2. **Annex 2: Copy of ESOP 2019**
3. **Annex 3: Understanding ESOP 2019**
4. **Annex 4: Acceptance Form**
5. **Annex 5: Nomination form**
6. **Annex 6: Annual Report for 2021-22**



Particulars of Grant

Dear Mr. Ghosh,

Employee Code:

We are pleased to grant you Options to purchase shares of Crompton Greaves Consumer Electricals Limited, subject to the terms and conditions of ESOP 2019. The details of the grant are as follows:

Particulars	Details
Date of grant of Options
Number of Options granted
Exercise price per Option	Rs.....
Exercise period	As per ESOP 2019

Vesting schedule and vesting conditions

Dates of vesting (On or after)	Options due for vesting*	Vesting conditions
....	20% of Options granted	100% of options due for vesting as on relevant date of vesting shall vest on the basis of achievement of the Company performance
....	20% of Options granted	
....	20% of Options granted	
....	20% of Options granted	
....	20% of Options granted	

**The 100% of the Options shall vest on the basis of the Company Performance for the previous year which will be decided by the Nomination and Remuneration Committee.*



IMPORTANT TERMS AND CONDITIONS

- The terms and conditions associated with Option Grantee will be as per the terms of the ESOP 2019 Plan and will incorporate the specific terms and benefits under the MD&CEO Agreement, dated 24th April 2023.
- Hereinafter, employee to whom the grant letter is issued shall be termed Option Grantee.
- Entitlement to any benefits under the ESOP 2019 is subject to the compliance of terms and conditions stipulated therein and on acceptance of grant; such terms and conditions shall be deemed as an agreement between the Company and the Option Grantee.
- Options can be exercised within the defined exercise period only as per provisions of the ESOP 2019 and shall lapse after expiry of the exercise period.
- An Option Grantee cannot pledge, hypothecate, transfer or alienate the Options granted to him in any manner whatsoever, except in case of death in which case the Options can be legally transmitted to his/her nominee or legal heir.
- No person other than the Option Grantee to whom Option is granted shall be entitled to exercise the Options except in the event of the death of the Option Grantee, in which case his/her nominee or legal heir can exercise.
- The Option Grantee shall not have a right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of Options granted till Shares underlying such Options are issued by the Company on exercise of such Option.
- Option Grantee shall execute any undertaking as deemed expedient by the Company as a condition of allotment with a view to comply with any legal / contractual obligation arising out of the ESOP 2019.
- The Company shall have the right to deduct from the Option Grantee's salary or in the alternate to recover, any of the tax obligations arising in connection with the Options or the shares acquired upon the exercise thereof.
- The Company shall have no obligation to deliver shares to the Option Grantee until such tax obligations have been satisfied by the Option Grantee in full
- The Option Grantee specifically confirms to the Company by signing the Acceptance Form, that he is aware that the information regarding his Option entitlements in this Grant, is strictly confidential and that he shall not reveal/ share any related information or details with any person (including his peers, colleagues, or with any employee, ex-employee) and/ or associate of the Company or that of its affiliates. In case the Option Grantee is found to be in breach of this confidentiality provision, the Company shall have the undisputed right to terminate any Agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this provision shall be final, binding and cannot be questioned by Option Grantee.
- The Option Grantee agrees that the Company may be required to disclose information relating to the Option Grantee during the process of implementation or administration of the ESOP 2019 or while availing services relating to Options consulting, advisory services or Option Management services and/ or any other such incidental services. The Option Grantee hereby accords his consent that such confidential information regarding his Option entitlements or any other requisite personal information may be disclosed by the Company to its officers, professional advisors, agents and consultants on a need-to-know basis.

Requirement of acceptance of grant:

- In case you wish to accept the grant, you must submit a duly filled-in Acceptance Form (enclosed herewith) on or before 60 days from the date of this grant letter ("Closing Date")
- In case of non-submission of the Acceptance Form on or before the Closing Date, it shall be deemed as if this offer has been rejected. Acceptance Forms received after the Closing Date shall not be valid and shall be deemed as if not submitted.

