

UNITED TECHFAB LIMITED

(Formerly Known as United Techfab Private Limited)

CIN: U17120GJ2012PLC069888

Registered office: Survey No. 238/239, Shahwadi, Opp. Aarvee Denim, Narol-Sarkhej Highway, Ahmedabad, Gujarat, India, 382405

E-mail Id: info@unitedpolyfab.com

Contact No.:9925232824

Date: August 28, 2024

To,

Nirmalkumar Mangalchand Mittal
32, Golden Tulip Bungalows,
B/H Shreyas Foundation, Manek Baug,
Ahmedabad -380015 Gujarat

Dear Sir,

Subject: Appointment as a Managing Director of the Company

We are pleased to inform you that the Board of Directors of the Company has decided to appoint you as Managing Director of the Company w.e.f. August 28, 2024. The principal terms and conditions of your appointment as "Managing Director" are as follows:

1) Tenure of Appointment:

For a period of 3 years commencing w.e.f. August 28, 2024

2) Nature of duties:

- (a) Subject always for all purpose and in all respects to the provisions of the Act or any statutory modification thereof for the time being in force and applicable to the duties and obligations to be performed and observed and the powers and authorities to be exercised by the Managing Director as such and certain restrictions mentioned in particular and under the General supervision, superintendence and control of the Board of Directors of the Company, the Managing Director shall have the general conduct of the management of business and financial and other affairs of the Company and exercise such powers, authorities and discretions as are hereby conferred upon and vested in him as such, as well by the Articles of Association and/or the Regulations of the Company for the time being in force and/or as may from time to time delegated by the Board, save and such as are specifically reserved to the exercised by the Company in General Meeting or by the Board.
- (b) The Managing Director undertakes to employ the best of his skill and ability to make his utmost endeavors 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) Remuneration:** Basic Salary upto Rs. 1,00,000/- per month excluding perquisite for the existing term and may be eligible for such annual increments, as may be decided by the Board of Directors of the Company on the recommendation of Nomination and Remuneration Committee or any other Committee constituted by it from time to time.

Apart from the above-mentioned details, the below mentioned terms and conditions have been entered into between the Company and the Managing Director;

- (a) The Managing Director is also required to adhere with the Code of Conduct, intellectual property, competition, no conflict of interest with the Company and maintenance of confidentiality, competition, no conflict of interest with the Company and maintenance of confidentiality.
- (b) The Managing Director hereby covenant that during his tenure of office as such, he shall not be interested or otherwise concerned directly, or through his wife and/or minor children, in any selling agency of the Company, without the prior approval thereto, and that upon the contravention of this provision, his appointment as Managing Director shall cease.
- (c) This appointment may be terminated by giving six months' notice on either side or the Company paying six months' remuneration in lieu of such notice.

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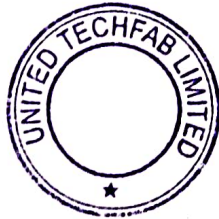
- (d) The employment of the Managing Director may be terminated by the Company without notice or payment in lieu of notice;
- a) if the Managing Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company for which he is required to render services; or
 - b) in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director of any of the stipulations to be executed between the Company and the Managing Director; or
 - c) In the event the Board expresses its loss of confidence in the Managing Director.
 - d) In the event the Managing Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.
- (e) Up on the termination by whatever means of the Managing Director's employment;
- a) the Managing Director shall immediately tender his resignation from offices held by him in any subsidiaries and associated companies and other entities without claim for compensation for loss of office and in the event of his failure to do so the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to sign and deliver such resignation or resignations to the Company and to each of the subsidiaries 'and associated companies of which the Managing Director is at the material time a Director or other officer;
 - b) the Managing Director shall not without the consent of the Company at any time thereafter represent himself as connected with the Company or any of the Subsidiaries or associated companies.
- (f) The Managing Director's appointment is by virtue of his employment in the Company and his appointment shall be subject to the provisions of Section 167 of the Act.

We request you to acknowledge their letter with your acceptance.

//Certified To Be True//

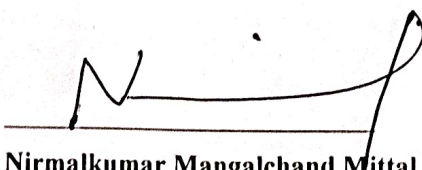
For, United Techfab Limited

(Formerly Known as United Techfab Private Limited)



Gagan Nirmalkumar Mittal
Chairman & Director
(DIN: 00593377)

I have read & understood the above terms and conditions of my appointment and I hereby confirm and accept the same and signify my consent thereto by signing below. I have retained a copy of the appointment letter.



Nirmalkumar Mangalchand Mittal
Managing Director
DIN: 01528758