



IntraSoft Technologies Limited

Regd. Office : 502A Prathamesh, Raghuvanshi Mills Compound, S.B. Marg, Lower Parel, Mumbai - 400 013
T: +91-22-4004-0008 **F:** +91-22-2490-3123 **E:** intrasoft@itlindia.com **W:** www.itlindia.com **CIN :** L24133MH1996PLC197857

Corp. Office : Suite 301, 145 Rash Behari Avenue, Kolkata - 700 029. **Tel:** +91-33-4023-1234 **Fax:** +91-33-2464-6584

Letter of Appointment for Whole - Time Director

(Pursuant to the provisions of Sections 190,196,197,198 & 203 of the Companies Act, 2013 read with Schedule - V and the Rules made thereof and applicable provisions of SEBI (LODR) Regulation, 2015 as amended from time to time)

Date: 27th March, 2023

Mr. Sharad Kajaria

DIN: 00108036

**15B/1A, Raja Santosh Road, Alipore,
Kolkata - 700 027, West Bengal, India**

Dear Sir,

Sub: Appointment / Re - Appointment of Whole-Time Director

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee meeting dated 30 May 2022 and the Board of Directors meeting dated 30 May 2022 (hereinafter referred as "the Board") and the Members at Annual General Meeting dated 13 September 2022 of Company has approved your appointment / re - appointment as Whole-Time Director of the Company.

The specific terms of appointment including remuneration payable to you as Whole-Time Director and other main terms and conditions of the appointment are as under:

1. Period of Appointment: 3 (three) years i.e.; from 01 April 2023 to 31 March 2026.

2. Basic Salary: ₹. 3,75,000/- (Rupees Three Lac Seventy Five Thousand only) per month.

3. Perquisites:

a. Housing: Fully furnished residential accommodation, the cost of which shall not exceed 50% of the basic salary per annum or HRA in lieu thereof.

b. Provision of a Car: Actual running & maintenance expenses will be borne by the Company.

4. Termination: Appointment may be terminated by either party by giving to the other party three months' notice.

5. You shall be liable to retire by rotation.

6. Confidentiality: You will not, at any time, during the employment or after, without the consent of the Board of Directors disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs of administration or research carried out, whether the same is confided to you or becomes known to you in the course of your service or otherwise.





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7. Other Terms:

i. Subject to superintendence, control and direction of the Board of Directors of the Company, you shall exercise and perform such powers and duties as the Board of Directors of the Company ("the Board") may from time to time determine and shall also do and perform all such other acts, things and deeds which in the ordinary course of business he considers necessary in the interest of the Company.

ii. You shall act in accordance with the Articles of Association of the Company and shall abide by the provisions contained in Section 166 of the Companies Act, 2013 and Regulation 26 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 with regard to duties and obligations of directors.

iii. You shall adhere to the Company's Code of Conduct for Board members and Senior Management for business conduct & Ethics for Directors and Senior Management and Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information of the Company.

By accepting this offer, you agree to comply with and abide by all rules and regulations of the Company as shall be in force, from time to time. In all matters, including those not specifically covered herein, you will be governed by the rules of the Company as may be framed from time to time.

Kindly return the duplicate copy duly signed by you as your acceptance of the above terms and conditions.

Thanking you,
Your's faithfully,
For **IntraSoft Technologies Limited**

Arvind Kajaria
DIN: 00106901
Managing Director



Agree and Accept

I ACCEPT THE TERMS AND CONDITIONS OF MY RE-APPOINTMENT AS STIPULATED IN THIS RE-APPOINTMENT LETTER.

Signature:

Name: SHARAD KAJARIA

Date: 28.03.2024

Place: KOLKATA