



To
Mr. Ganapati Chittaranjan Kenkare
A-5, 1/6 Millenium Tower,
Sector 9, Sanpada, Navi Mumbai - 400705

Subject: **Appointment Letter of Mr. Ganapati Chittaranjan Kenkare:**

Dear Mr. Kenkare,

We are pleased to extend our offer of employment to you for the position of "Managing Director" with Brisk Technovision Limited ("**Company**"). We extend this offer, and the opportunity it represents, with great confidence in your abilities.

You will be governed by all the policies and procedures of the Company as applicable from time to time. The Company shall have the right to vary or modify any or all of the above terms and conditions in service which shall be binding on you.

Terms & Conditions of your Employment:

(i) **Consolidated Remuneration:**

As determined by the Board of Directors and members of the Company, subject to the provisions of Section 196, 197 and 203 of the Companies Act, 2013, read with Schedule V and other applicable provisions of the Companies Act, you shall be eligible for (a) an annual remuneration of INR 21,90,000 (Rupees Twenty One Lakhs Ninety Thousand) or such other higher amount as the Company may decide at the General meeting of the Members, payable proportionately on a monthly basis on the first of every month for the number of months of service, and (b) an additional fee/incentives, as the Board may decide, on achievement of targets or milestones as may be assigned to him from time to time.

All payments to be made or to be credited to you shall be subject to such deduction and withholdings of applicable taxes as required by any applicable laws.

(ii) **Perquisites:**

In addition to the remuneration as detailed above, during the term of your employment as the Managing Director, you shall be entitled to receive such perquisites in accordance with the policies and practices of the Company and as set out below in brief:

(a) **Car facility:**

The Company shall provide a car with driver for business and personal use including the reimbursement of running and maintaining the car.

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(b) Telephone:

The Company shall pay expenses on actual basis for cell phone facilities provided to the Managing Director.

(c) Hospitalisation and Medical expenses:

You are also eligible for health insurance, accident insurance and life insurance as per the policies of the Company (this includes Mediclaim insurance premium).

(d) Leave Travel Concession:

You are also eligible for shift allowances if any, company trips, reimbursement of expenses incurred for the company, use of company owned vehicle, etc. or any such expenses borne by the company for your welfare in accordance with the rules of the Company applicable to its senior managers.

(e) Provident Fund, Pension & Survivor Benefit:

You are also eligible for contribution to Provident Fund, Pension Fund and Survivor Benefit as per the policy of the Company and applicable laws.

(f) Gratuity:

You are eligible for gratuity only after completion of 5 years of continuous service in the Company and in accordance with the provisions of the Payment of Gratuity Act, 1972.

(iii) Performance Related Pay:

The Managing Director shall be paid performance linked bonus as may be decided by the Board of Directors or a Committee thereof from year to year, based on achievement of such performance parameters as may be determined by Board of Directors or a Committee thereof from time to time provided that the total remuneration including salary and perquisites paid to the Managing Director shall not exceed the limits laid down under Section 197 read with Schedule V of the Companies Act, 2013.

(iv) Minimum Remuneration:

In the absence of inadequacy of the profits in any financial year, the remuneration including the perquisites will be paid to the managerial personnel including Managing / Whole-time Director(s) in accordance with the applicable provisions of Schedule V of the Companies Act, 2013.

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(v) General Conditions:

- (a) The total remuneration payable to the Managing Director along with other Whole-Time Directors of the Company, if any, shall not exceed 10% of the net profits during any financial year. In case there is no Whole-Time Directors, the total remuneration payable to the Managing Director shall not exceed 5% of the net profit during any financial year or such other limit as may be defined from time to time;
- (b) The Managing Director shall not be liable to retire by rotation provided however and pursuant to provisions of Articles of Association, if any time the number of Directors (including the Executive Chairman, Managing Director or Whole-Time Directors) are not subject to retirement by rotation shall exceed one-third of the total number of the Directors for the time being, then such Executive Chairman or Managing Director or Whole-Time Directors as the Directors, may from time to time select, shall be liable to retirement by rotation;
- (c) The Managing Director shall be entitled to such other privileges, allowances, facilities and amenities as may be applicable to other employees of the Company and as may be decided by the Board and/or Nomination and Remuneration Committee of the Board, within the overall limits prescribed under the Companies Act, 2013;
- (d) The Managing Director shall not be liable to any sitting fees for Board or Committee meetings.

Best Regards,
Yours faithfully
For, Brisk Technovision Limited


Sankaranarayanan Ramasubramanian
Chairman
DIN: 01957406

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Acceptance:

You are requested to signify your acceptance of this appointment by signing and returning to us the duplicate copy of this letter.

I have read and clearly understood all the terms and conditions of this letter and I agree to abide by them.

Name: Ganapati Chittaranjan Kenkare Signature: 

Date: Oct 03, 2022

Place: Mumbai



To
Mr. Sankaranarayanan Ramasubramanian
901, GHP, Vaishakh, P K Road, Mulund West,
Mumbai - 400080

Subject: **Appointment Letter of Mr. Sankaranarayanan Ramasubramanian:**

Dear Mr. Ramasubramanian,

We are pleased to extend our offer of employment to you for the position of "Executive Chairman" with Brisk Technovision Limited ("Company"). We extend this offer, and the opportunity it represents, with great confidence in your abilities.

You will be governed by all the policies and procedures of the Company as applicable from time to time. The Company shall have the right to vary or modify any or all of the above terms and conditions in service which shall be binding on you.

Terms & Conditions of your Employment:

(i) **Consolidated Remuneration:**

As determined by the Board of Directors and members of the Company, subject to the provisions of Section 196, 197 and 203 of the Companies Act, 2013, read with Schedule V and other applicable provisions of the Companies Act, you shall be eligible for (a) an annual remuneration of Rs. 30,00,000 (Rupees Thirty Lakhs) or such other higher amount as the Company may decide at the General meeting of the Members, payable proportionately on a monthly basis on the first of every month for the number of months of service, and (b) an additional fee/incentives, as the Board may decide, on achievement of targets or milestones as may be assigned to him from time to time.

All payments to be made or to be credited to you shall be subject to such deduction and withholdings of applicable taxes as required by any applicable laws.

(ii) **Perquisites:**

In addition to the remuneration as detailed above, during the term of your employment as the Executive Chairman, you shall be entitled to receive such perquisites in accordance with the policies and practices of the Company and as set out below in brief:

(a) **Car facility:**

The Company shall provide a car with driver for business and personal use including the reimbursement of running and maintaining the car.

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An ISO 9001 & ISO 27001 Certified Company.

135, Damji Shamji Industrial Estate, LBS Marg, Vikhroli (West), Mumbai – 400 083

Tel No : (022) 25775648 Website www.brisk-india.com, CIN No: U72900MH2007PLC169441



(b) Telephone:

The Company shall pay expenses on actual basis for cell phone facilities provided to the Executive Chairman.

(c) Hospitalisation and Medical expenses:

You are also eligible for health insurance, accident insurance and life insurance as per the policies of the Company (this includes mediclaim insurance premium).

(d) Leave Travel Concession:

You are also eligible for shift allowances if any, company trips, reimbursement of expenses incurred for the company, use of company owned vehicle, etc. or any such expenses borne by the company for your welfare in accordance with the rules of the Company applicable to its senior managers.

(e) Provident Fund, Pension & Survivor Benefit:

You are also eligible for contribution to Provident Fund, Pension Fund and Survivor Benefit as per the policy of the Company and applicable laws.

(f) Gratuity:

You are eligible for gratuity only after completion of 5 years of continuous service in the Company and in accordance with the provisions of the Payment of Gratuity Act, 1972.

(iii) Performance Related Pay:

The Executive Chairman shall be paid performance linked bonus as may be decided by the Board of Directors or a Committee thereof from year to year, based on achievement of such performance parameters as may be determined by Board of Directors or a Committee thereof from time to time provided that the total remuneration including salary and perquisites paid to the Executive Chairman shall not exceed the limits laid down under Section 197 read with Schedule V of the Companies Act, 2013.

(iv) Minimum Remuneration:

In the absence of inadequacy of the profits in any financial year, the remuneration including the perquisites will be paid to the managerial personnel including Managing / Whole-time Director(s) in accordance with the applicable provisions of Schedule V of the Companies Act, 2013.

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(v) General Conditions:

- (a) The total remuneration payable to the Managing Director along with other Whole-Time Directors of the Company, if any, shall not exceed 10% of the net profits during any financial year. In case there is no Whole-Time Directors, the total remuneration payable to the Managing Director shall not exceed 5% of the net profit during any financial year or such other limit as may be defined from time to time;
- (b) The Executive Chairman shall not be liable to retire by rotation provided however and pursuant to provisions of Articles of Association, if any time the number of Directors (including the Executive Chairman, Managing Director or Whole-Time Directors) are not subject to retirement by rotation shall exceed one-third of the total number of the Directors for the time being, then such Executive Chairman or Managing Director or Whole-Time Directors as the Directors, may from time to time select, shall be liable to retirement by rotation;
- (c) The Executive Chairman shall be entitled to such other privileges, allowances, facilities and amenities as may be applicable to other employees of the Company and as may be decided by the Board and/or Nomination and Remuneration Committee of the Board, within the overall limits prescribed under the Companies Act, 2013;
- (d) The Executive Chairman shall not be liable to any sitting fees for Board or Committee meetings.

Best Regards,
Yours faithfully
For, **Brisk Technovision Limited**

Ganapat Chittaranjan Kenkare
Director
DIN: 01964295

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Acceptance:

You are requested to signify your acceptance of this appointment by signing and returning to us the duplicate copy of this letter.

I have read and clearly understood all the terms and conditions of this letter and I agree to abide by them.

Name: Sankaranarayanan Ramasubramanian Signature: 

Date: August 25, 2023
Place: Mumbai

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