SVC INDUSTRIES LIMITED

Regd. Office: 501, OIA House, 470, Cardinal Gracious Road, Andheri (East), Mumbai–400099
Tel.: +91-22-66755000, Email: svcindustriesltd@gmail.com, Website: www.svcindustriesltd.com
CIN: L84220MH1989PLC053232

Date: 30.09.2026

To,

Mr. Ambuj Chaturvedi
42, 2nd and 3rd Floor, Jorbagh,
Lodhi Road, New Delhi-110003

Subject: Appointment as Managing Director of SVC Industries Limited

Dear Sir,

We are pleased to inform you that the Board of Directors of Company at its meeting held on **29th August, 2026**, has approved your appointment as **Managing Director** of the Company for a period of **5 (Five) years**, with effect from **29th August, 2026**, subject to the approval of the shareholders of the Company and such other approvals as may be required under applicable laws.

The appointment is being made pursuant to the provisions of the **Companies Act, 2013**, the rules made thereunder, the **SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**, the Articles of Association of the Company and other applicable laws and regulations.

The terms and conditions of your appointment shall be as follows:

1. **DESIGNATION**

   You shall be appointed as the **Managing Director of the Company** and shall be entrusted with such powers, duties and responsibilities as may be determined by the Board of Directors from time to time, subject to the provisions of the Companies Act, SEBI LODR Regulations and other applicable laws.

2. **TENURE OF APPOINTMENT**

   Your appointment shall be for a period of **5 (Five) years**, commencing from **29th August, 2026** and ending on **28th August, 2031**, unless terminated earlier in accordance with the terms of this appointment and applicable law.

   The continuation of your appointment shall be subject to the approval of the shareholders of the Company and other statutory/regulatory requirements, wherever applicable.

3. **REMUNERATION**

   During your tenure as Managing Director, you shall not be entitled any remuneration until the company starts making profit however, you shall be entitled to reimbursement of expenses actually incurred in the performance of their duties, in accordance with the policies of the company.

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4. DUTIES AND RESPONSIBILITIES

You shall:

a. Manage and conduct the day-to-day affairs of the Company in accordance with the directions and supervision of the Board of Directors;

b. Exercise such powers and perform such duties as may be delegated to you by the Board from time to time;

c. Act in the best interests of the Company, its shareholders and other stakeholders;

d. Ensure proper implementation of the decisions taken by the Board and its Committees; and

e. Disclose to the board of directors whether he, directly, indirectly, or on behalf of third parties, has a material interest in any transaction or matter directly affecting the listed entity.

f. Review, guide and implement corporate strategy, business plans, risk policy, annual budgets and business plans, setting performance objectives, monitoring implementation and corporate performance, and overseeing major capital expenditures, acquisitions and divestments.

g. Select, compensate, monitor and, when necessary, replacing key managerial personnel and overseeing succession planning.

h. Align key managerial personnel and remuneration of board of directors with the longer term interests of the listed entity and its shareholders.

i. Monitor and manage potential conflicts of interest of management, members of the board of directors and shareholders.

j. Ensure the integrity the listed entity's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

k. Oversee the process of disclosure and communications.

l. Monitor and review board of director's evaluation framework.

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m. You shall comply with all applicable laws, regulations and statutory requirements, including the Companies Act, 2013, SEBI LODR Regulations, SEBI (Prohibition of Insider Trading) Regulations, 2015, and other applicable securities laws. You shall also comply with the Company's Code of Conduct, Code of Conduct for Prevention of Insider Trading, Code for Fair Disclosure of UPSI, policies and other internal rules applicable to directors and senior management.

n. You shall promptly disclose to the Company any direct or indirect interest which may conflict, or may reasonably be perceived to conflict, with the interests of the Company. You shall not enter into any transaction or arrangement with the Company except in accordance with applicable law and after obtaining the requisite approvals.

o. You shall maintain strict confidentiality with respect to all confidential, proprietary and unpublished information relating to the Company, its subsidiaries, associates, customers, suppliers and business operations. You shall not disclose or use any confidential information except as required in the proper discharge of your duties or as required by law.

p. You shall comply with the Company's Code of Conduct for Prevention of Insider Trading and all applicable provisions relating to unpublished price sensitive information ("UPSI"). You shall not communicate, provide or allow access to UPSI except where such communication is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.

q. You shall attend meetings of the Board of Directors and such Committees of which you are a member and shall devote sufficient time and attention to the affairs of the Company.

r. Perform such other duties and responsibilities as may be assigned by the Board from time to time and as per Companies Act 2013.

s. You shall be entitled to receive sitting fees for attending meetings of the Board or Committees thereof, as may be determined by the Board and subject to applicable law.

5. TERMINATION

The appointment may be terminated by either party by giving 3 months' written notice or such other notice as may be mutually agreed, subject to applicable law. The Company shall also be entitled to terminate your appointment without notice in the event of:

a. material breach of the terms of this appointment;

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b. serious misconduct or wilful neglect in the discharge of duties;
c. conviction for an offence involving moral turpitude;
d. disqualification from holding office as a director under applicable law; or
e. any other circumstance requiring cessation of office under applicable law.

Any compensation for loss of office, where applicable, shall be subject to the provisions of the Companies Act, 2013 and other applicable laws.

6. NON-COMPETE/ OUTSIDE INTEREST

During your tenure, you shall not, without the prior approval of the Board, undertake any employment, consultancy, directorship or other engagement which conflicts with your duties and responsibilities towards the Company, except as permitted under applicable law.

7. STATUTORY DISCLOSURES

You shall provide all declarations, disclosures, consents and other information required under the Companies Act, SEBI LODR Regulations and other applicable laws, including disclosures relating to interest in other entities, shareholding, directorships and other prescribed matters.

8. SHAREHOLDER APPROVAL

Your appointment and the terms and conditions of your remuneration shall be subject to approval by the shareholders of the Company, wherever required under applicable law. In the event that the required shareholder/statutory approval is not obtained, this appointment shall be dealt with in accordance with applicable provisions of law.

9. REGULATORY COMPLIANCES

The Company shall make such disclosures to the stock exchange(s), Registrar of Companies and other regulatory authorities as may be required under applicable law in connection with your appointment.

The Company shall also complete the applicable statutory filings within the prescribed timelines. For example, the MCA's MR-1 instructions require filing of the return of appointment of managerial personnel with the Registrar within 60 days of appointment.

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10. GENERAL

This appointment letter shall be governed by and construed in accordance with the laws of India.

Any matter not specifically provided for herein shall be governed by the provisions of the Companies Act, 2013, SEBI LODR Regulations, the Articles of Association of the Company and other applicable laws, as amended from time to time.

We look forward to your valuable contribution towards the growth and development of the Company.

Kindly sign and return the duplicate copy of this letter as a token of your acceptance of the terms and conditions contained herein.

For **SVC Industries Limited**

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Suresh V. Chaturvedi
Director
DIN: 00577689

ACCEPTANCE

I, **Mr. Ambuj Chaturvedi** hereby accept the appointment as **Managing Director of SVC Industries Limited** and agree to the terms and conditions contained in this appointment letter.

Ambuj Chaturvedi
DIN: 05003458
Date: 30.09.2026
Place: Mumbai