



महाराष्ट्र MAHARASHTRA

2019

AT 953455

अनु. क्र. 2954 दि. 29/10/19 शु. रकम 500/-  
दस्ताचा प्रकार कशेरनामा  
दस्त नोंदणी करणार आहेत का ? होय/नाही.  
मिळकतीचे वर्णन  
एवढांक विकत घेणाऱ्याचे नांव सुसलोन एनर्जी लि.  
पत्ता सुसलोन  
दुसऱ्या पक्षाकराचे नांव विनोद आर. तंती  
हस्ते व्यक्तीचे नांव व पत्ता रावम उमाव.

मददांक विकत घेणाऱ्याची सही संजय केसव बोरकर  
परवाना क्र. 22090319  
कांचन जंगा हडपसर, पुणे-२८



### AGREEMENT

This Agreement made at Pune this 14<sup>th</sup> day of October Two Thousand Nineteen, between

**SUZLON ENERGY LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at "Suzlon" 5, Shrimali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad-380009 and a corporate office at One Earth, Hadapsar, Pune-411028 (hereinafter referred to as the "Company") of the One Part and **Mr. Vinod R. Tanti**, son of Late Mr. Ranchhod R. Tanti and presently residing at Bunglow No. 80 and 80A, Florida Estate, Keshav Nagar, Mundhwa, Pune-411036 (hereinafter referred to as the "VRT") of the Other Part.



**WHEREAS:**

- A) At the meeting of the Nomination and Remuneration Committee of the Board of Directors and that of the Board of Directors of the Company (hereinafter referred to as the “Board”) respectively held on 14<sup>th</sup> August 2019, VRT was reappointed as the Wholtime Director & Chief Operating Officer of the Company with effect from 1<sup>st</sup> October 2019 for a period of 3 (Three) years i.e. up to 30<sup>th</sup> September 2022.
- B) As required in terms of provisions of Sections 196 and 203 read with Schedule V of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and Rules made thereunder (hereinafter referred to as the “Act”, which shall include any statutory modifications, amendments or re-enactments thereto), the reappointment and remuneration payable to VRT as the Wholtime Director & Chief Operating Officer is subject to the approval of the shareholders of the Company. Accordingly, the reappointment was approved by the Shareholders by way of special resolution passed at the twenty fourth Annual General Meeting held on 20<sup>th</sup> September 2019.
- C) The parties hereto are desirous of embodying the terms and conditions of VRT’s appointment as the Wholtime Director and Chief Operating Officer of the Company in an agreement being these presents.

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

1. VRT shall be and hold the office of the Wholtime Director and Chief Operating Officer of the Company on such terms and conditions with effect from 1<sup>st</sup> October 2019 for a period of 3 (Three) years i.e. up to 30<sup>th</sup> September 2022, subject to the employment being determined pursuant to the provisions of this Agreement.
2. VRT shall manage the affairs of the Company and shall exercise and perform such powers and duties as the Board may from time to time determine, and subject to the overall superintendence, control and direction of the Board, VRT shall have powers to do and perform all acts, deeds and things which in the ordinary course of business he may consider necessary or proper or in the interests of the Company.
3. VRT shall be entitled to the following by way of remuneration with effect from 1<sup>st</sup> October 2019 for a period of 3 (Three) years i.e. up to 30<sup>th</sup> September 2022:-
  - 1) Base salary: A salary of Rs.3.20 Crores (Rupees Three Crores Twenty Lacs Only) per annum plus incentives and perquisites as mentioned below.
  - 2) Incentives:
    - Annual incentive – Performance based pay-out with maximum eligibility up to 50% of the base salary;
    - Long term incentive – Linked achievement of long-term strategic targets (3 year period) with maximum eligibility up to 50% of the base salary (subject to cap on maximum pay-out in first 2 years would be 40% of base salary subject to final adjustment in 3rd year).for an aggregate amount not exceeding Rs.6.40 Crores (Rupees Six Crores Forty Lacs Only) per annum.



3) Perquisites:

- a) Medical benefits for self and family: All medical expenses incurred by the Wholetime Director & Chief Operating Officer and his family shall be reimbursed in accordance with the Suzlon Group Mediciclaim Policy,
- b) Insurance: As per Suzlon Group Accident Policy,
- c) Reimbursement of expenses: The Company shall reimburse to the Wholetime Director & Chief Operating Officer all the actual expenses incurred wholly, necessarily and exclusively for and on behalf of the Company and / or incurred in performance of the duties of the Company.

Explanation: "family" shall mean the spouse, the dependent children and the dependent parents of the Wholetime Director & Chief Operating Officer."

4. During the continuance of this Agreement, VRT shall not engage in any other business of a similar nature or competitive with that carried on by the Company provided that nothing shall preclude VRT from holding or being otherwise interested in any shares, debentures or other securities of any company and being a director of any company not similar to or competing with the business of the Company.
5. In addition to the terms and conditions specified herein VRT's services will be governed by the Company's service conditions in force from time to time and as may be issued to VRT from time to time.
6. VRT shall be liable to retire by rotation in terms of the provisions of the Act.

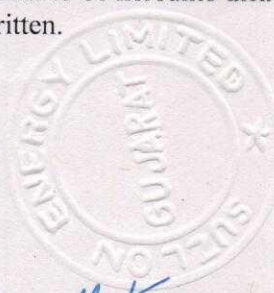
IN WITNESS whereof, the Company has caused its Common Seal to be hereunto affixed and VRT has hereunto set his hand the day, month and year first above written.

The Common Seal of the above named **SUZLON ENERGY LIMITED** was pursuant to the resolution of the Board of Directors of the said Company passed in that behalf on the 14<sup>th</sup> day of August 2019 hereunder affixed in the presence of Mr. Vinod R.Tanti, Wholetime Director & COO.

Signed by the above named Mr. Vinod R.Tanti in the presence of:

1. SHARVARI A. DESHPANDE SSK

2. Gurjun Rupasingh (Signature)



xx (Signature)

xx (Signature)