



## *Manu Maharani Hotels Ltd.*

### **NOTICE**

Notice is hereby given that the 35<sup>th</sup> **ANNUAL GENERAL MEETING** of the Company will be held on Saturday, 30<sup>th</sup> September 2023 at 09.00 A.M. at the registered office of the Company at SCO No. 310, Third Floor Sector- 29 Gurugram Haryana- 122001 to transact the following business:

#### **ORDINARY BUSINESS:-**

1. To consider and adopt the audited financial statement of the company for the financial year ended 31<sup>st</sup> March 2023 together with the Reports of the Directors and Auditors thereon.
2. To appoint a Director in place of Shri Naresh Gupta , who retires by rotation and being eligible, offers himself for re-appointment.
3. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

**“RESOLVED THAT** pursuant to the provisions of Section 139 of the Companies Act, 2013 and other applicable provisions of the act, if any and the rules made thereunder as amended from time to time, **M/s. MJMJ & ASSOCIATES LLP, Chartered Accountants, (Firm Registration Number: 027706N/C400013)**, B-22, Sector-4, Noida- , Uttar Pradesh-201301 , be and is hereby re-appointed as Statutory Auditors (2<sup>nd</sup> Term) of the company for period of 5 years to hold office from the conclusion of this 35<sup>th</sup> Annual General Meeting (AGM) till the conclusion of 40<sup>th</sup> Annual General Meeting (AGM) of the company, at such remuneration plus tax as applicable mutually agreed upon between the Board of Directors of the company and the Statutory Auditors.

#### **SPECIAL BUSINESS**

4. To consider and if thought fit, to pass with or without modification(s), the following resolution as Ordinary Resolution for **Regularization of Mr. Pramod Bisht as Director.**

**“RESOLVED THAT Mr. Pramod Bisht**, who was appointed by the Board of Directors as an Additional Director of the Company effective from 13.03.2023 and who holds office up to the date of this Annual General Meeting of the Company in terms of Section 161 of the Companies Act, 2013 ('Act') and the Articles of Association of the Company and who is eligible for appointment and has consented to act as a Director of the Company and whose appointment has been recommended by the Nomination and Remuneration Committee and Board of Directors of the Company, be and is hereby appointed as a Director of the Company, ~~able to retire by rotation.~~

Read Office : SCO No. 310, Third Floor, Sector-29, Gurgaon-122001, Haryana, INDIA  
Sales office : A-85, Sector-2, Noida-201301 Tel. : 91-120-4674200 E-mail : info@themanumaharani.com

CIN: U55101HR1988PLC057155

5. To consider and if thought fit, to pass with or without modification(s), the following resolution as Ordinary Resolution for **appointment of Mr. Pramod Bisht , as Whole-time Director of the Company and Chief Financial Officer (CFO) and Key Managerial Personnel** in the Capacity of Chief Financial Officer designated as Resident Manager.

**"RESOLVED THAT** pursuant to Sections, 179, 196, 197,198, 203 and Schedule V and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 8 of the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, including the statutory modifications and/or re-enactments thereof , the approval of the members of the Company, be and is hereby accorded for the **appointment of Mr. Pramod Bisht, as Whole-time Director of the Company and Chief Financial Officer (CFO) and Key Managerial Personnel** in the Capacity of Chief Financial Officer designated as Resident Manager of the Company w.e.f. 13<sup>th</sup> March 2023 to 12<sup>th</sup> March 2024 at a remuneration of **Rs. 1,49,686 per Month subject to applicable tax.**

**FURTHER RESOLVED THAT** the appointment of Mr. Pramod Bisht as Whole-time Director and Chief Financial Officer and Key Managerial Personnel in the Capacity of Chief Financial Officer designated as Resident Manager shall be subject to terms and conditions and job profile and responsibilities as per the agreement executed between the company Manu Maharani Hotels Limited and Mr. Pramod Bisht.

**FURTHER RESOLVED THAT** Mr. Pramod Bisht as Whole-time Director and Chief Financial Officer and Key Managerial Personnel in the Capacity of Chief Financial Officer designated as Resident Manager be and is hereby empowered and directly made responsible and accountable for compliance including past compliances of all the applicable legislations and /or rules framed there under.

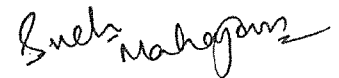
**RESOLVED FURTHER THAT** he shall be solely liable, answerable and responsible for the full and timely compliance of all applicable legislations and rules made there under including the past period.

**RESOLVED FURTHER THAT** in the event any Director/ Manager/ Officer of the company being charged with an offence or non compliance under any of the applicable legislations or the rules made there under, the aforesaid Whole Time Director and KMP in the capacity of CFO designated as Resident Manager, do appear before the Court or any other authority as provided in the legislations and or the rules at the hearing and confirm that he is directly responsible and accountable for all compliances in respect of the legislations and rules framed there under.

**FURTHER RESOLVED** That Board of Directors of the Company be and is hereby authorized to alter, vary, modify any or all the above terms and conditions of the appointment and payment of remuneration to Mr. Pramod Bisht as Whole-time Director and Chief Financial Officer and Key Managerial Personnel in the Capacity of Chief Financial Officer designated as Resident Manager.

**RESOLVED FURTHER THAT** Directors of the Company be and are hereby severally authorized to sign and file necessary e-forms with the concerned Registrar of Companies, Ministry of Corporate Affairs, Government of India, relating to appointment and payment of remuneration of Mr. Pramod Bisht and to do all such other things and acts as may be necessary for the above resolution."

**FOR MANU MAHARANI HOTELS LIMITED**



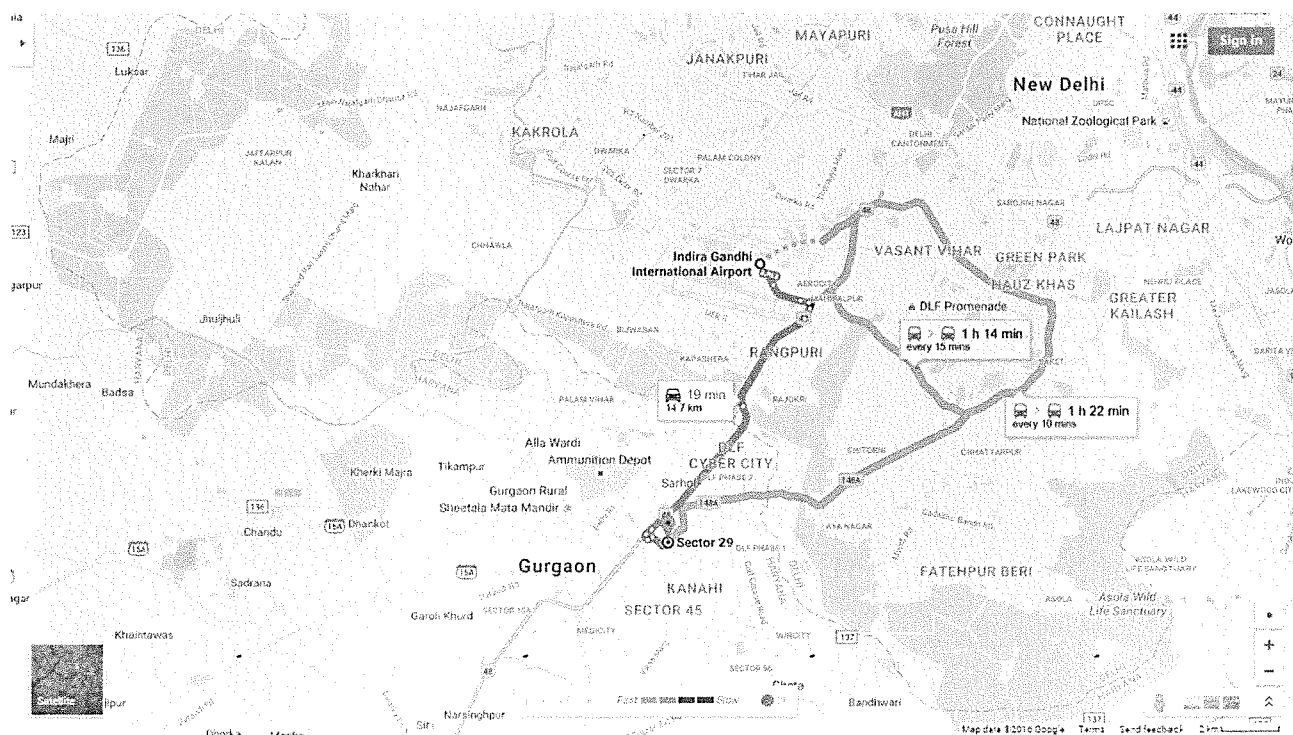
**SNEH MAHAJAN  
(COMPANY SECRETARY)  
MEMB : A23530**

**PLACE: NOIDA  
DATE: 04.09.2023**

**NOTE :-**

1. A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF/HERSELF AND THE PROXY SO APPOINTED NEED NOT BE A MEMBER OF THE COMPANY.
2. The proxy form duly executed and properly stamped, in order to be effective, should reach the company at its registered office at least 48 hours before the schedule time of the meeting.
3. Only registered members carrying attendance slips and holders of valid proxies registered with the Company will be permitted to attend the meeting.
4. Members are requested to intimate the change in their addresses along with Email ID if any, registered with the company.
5. Members are requested to bring their copy of the Annual Report to the Meeting.
6. All documents referred to in the Notice and accompanying Statement are open for inspection at the Registered Office of the Company on all working days of the Company during normal working hours up to the date of the Annual General Meeting.
7. Members holding shares in physical form are requested to convert their shares into dematerialized form in their own interest and convenience purpose. ISIN of Company is INE645Z01011
8. The route map to reach the venue of the Annual General Meeting is annexed.

**The Route Map from Indira Gandhi International Airport, New Delhi to reach the venue of the Annual General Meeting**



**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013.**

**Item No: 4**

Based on the recommendation of the Nomination and Remuneration Committee, the Board of Directors ('Board'), appointed Mr. Pramod Bisht as an Additional Director of the Company, w.e.f. 13.03.2023. Pursuant to the provisions of Section 161 of the Act and the Articles of Association of the Company if any, Mr. Pramod Bisht will hold office up to the date of the this Annual General Meeting ('AGM') and is eligible to be appointed as a Director of the Company. In terms of Section 160 of the Act, the Board of Directors and the Nomination and remuneration committee have recommended for his regularization as Director of the Company, for the approval of Shareholders. Mr. Pramod Bisht once appointed will be liable to retire by rotation.

The Company has received from Mr. Pramod Bisht a consent in writing to act as Director in Form DIR-2 pursuant to Rule 8 of the Companies (Appointment and Qualification of Directors) Rules, 2014 and Intimation in Form DIR-8 in terms of the Companies (Appointment and Qualification of Directors) Rules, 2014, to the effect that he is not disqualified under Section 164(2) of the Act. The profile and specific areas of expertise of Mr. Pramod are provided hereunder:-

None of the Directors and Key Managerial Personnel of the Company or their respective relatives, except Mr. Pramod Bisht, to whom the resolution relates, is concerned or interested in the Resolution mentioned at this Item of the Notice. The Board recommends the resolution set forth in this item for the approval of the Members.

S. No.	Particulars	
1.	<b>Name of Director</b>	Mr. Pramod Bisht
2	Age	58
3	Qualification	Post Graduate
4	Experience	35
5	Terms and Condition of appointment	As set out in Resolution
6	Details of Remuneration sought to be paid	As set out in Resolution
7	Remuneration last drawn	As Per SHAREHOLDERS Resolution dated 30.09.2022
8	First appointment on the Board	Appointment as Additional Director and as Whole Time Director w.e.f. 01.04.2017
9	Shareholding in the company	NIL

10	Relationship with other Directors, Manager and other Key Managerial Personnel of the company	NIL
11	The number of Meetings of the Board attended during the year	4
12	Total no of other Directorship	1
13	Membership/ Chairmanship of Committees of other Boards	0

**Item No: 5**

In accordance with the recommendations of the Nomination and Remuneration Committee and the Board of Directors of your Company had recommended the appointment and payment of Remuneration to following Whole time Director of the Company, pursuant to the Provisions of Section 196, 197, 198, 203 and Schedule V and other applicable provisions, if any, of the Companies Act, 2013, including any statutory modifications or re-enactment thereof subject to the approval of shareholders of the Company.

S. No.	Name of Director	Designation	Proposed period of Appointment
1	Mr. Pramod Bisht	Whole- Time Director	13 <sup>th</sup> March 2023 to 12 <sup>th</sup> March 2024

As per the requirement of 196, 197, 198, 203 and Schedule V and other applicable provisions, if any, of the Companies Act, 2013 including any statutory modification or re-enactment thereof, for the following appointment and payment of remuneration, including Revision of Remuneration, approval of the shareholders of the Company is required.

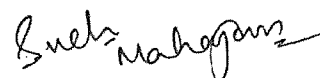
Based on the recommendation of Nomination and Remuneration Committee, the Board of Directors of the Company has recommended your approval as an Ordinary Resolution for the appointment and payment of remuneration of following whole time Director as Set out in this item. The Details of the whole time director are mentioned as under:-

S. No.	Particulars	
1.	<b>Name of Director</b>	Mr. Pramod Bisht
2	Age	58
3	Qualification	Post Graduate
4	Experience	35
5	Terms and Condition of appointment	As set out in Resolution
6	Details of Remuneration sought to be paid	As set out in Resolution
7	Remuneration last drawn	As Per SHAREHOLDERS Resolution dated 30.09.2022
8	First appointment on the Board	Appointment as Additional Director and as Whole Time Director w.e.f. 01.04.2017
9	Shareholding in the company	NIL
10	Relationship with other Directors, Manager and other Key Managerial Personnel of the company	NIL
11	The number of Meetings of the Board attended during the year	4

12	Total no of other Directorship	1
13	Membership/ Chairmanship of Committees of other Boards	0

None of the Directors and Key Managerial Personnel of the Company or their respective relatives, except Mr. Pramod Bisht, to whom the resolution relates, is concerned or interested in the Resolution mentioned at this Item of the Notice. The Board recommends the resolution set forth in this item for the approval of the Members.

**FOR MANU MAHARANI HOTELS LIMITED**



**SNEH MAHAJAN  
(COMPANY SECRETARY)  
MEMB : A23530**

**PLACE: NOIDA**

**DATED: 04.09.2023**



**MANU MAHARANI HOTELS LIMITED**  
Regd. Office: SCO No. 310, Third Floor Sector- 29 Gurugram Haryana- 122001  
CIN: U55101HR1988PLC057155, Email Id: companysecretary@dsigroup.com

**35<sup>th</sup> ANNUAL GENERAL MEETING –SEPTEMBER, 2023**

**Form No. MGT-11**

**PROXY FORM**

**[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]**

CIN : U55101HR1988PLC057155  
Name of the company : **MANU MAHARANI HOTELS LIMITED**  
Registered office : **SCO No. 310, Third Floor Sector- 29 Gurugram Haryana- 122001**  
Name of the member (s) :  
Registered address :  
E-mail Id :  
Folio No/ Client Id :  
DP ID :

I/We, being the member (s) of ..... shares of the above named company, hereby appoint

1. Name: .....

Address:

E-mail Id:

Signature:....., or failing him

2. Name: .....

Address:

E-mail Id:

Signature:....., or failing him

3. Name: .....

Address:

E-mail Id:

Signature:.....

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Annual general meeting of the company, to be held on the on ..... and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.

1.....

2.....

3.....

Signed this..... day of..... 20....

Signature of shareholder .....

Signature of Proxy holder(s) .....

Affix Revenue Stamp
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**Note:** This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

**MANU MAHARANI HOTELS LIMITED**

**Regd. Office: SCO No. 310, Third Floor Sector- 29 Gurugram Haryana- 122001**

**CIN: U55101HR1988PLC057155, Email Id: companysecretary@dsigroup.com**

**ATTENDANCE SLIP**

Members attending the meeting in person are requested to complete the attendance slip and hand it over at the entrance of the meeting hall.

I, hereby record my presence at the **35<sup>TH</sup> ANNUAL GENERAL MEETING** of the Company held on Saturday, 30<sup>th</sup> September 2023 at 09.00 A.M. at the registered office of the Company at SCO No. 310, Third Floor Sector- 29 Gurugram Haryana- 122001

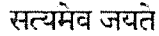
.....  
Signatures

Full name of the Shareholder  
(In block/ capital letters)

Folio No:

.....  
Full Name of the Proxy  
(In block/ capital letters)

.....  
Signatures

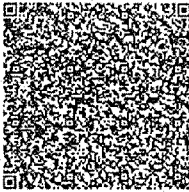


# Government of Uttarakhand

निर्मल जोशी  
ई-स्टाम्प विक्रेता  
ला०/१०-१४/२०२२  
९४११७९०८२०

**Rectified e-stamp certificate is valid only if base e-stamp certificate is attached.**

Base Certificate No.	: IN-UK45339940028057V
Rectified Certificate No.	: IN-UK45630117823749V
Certificate Issued Date	: 05-Apr-2023 06:03 PM
Account Reference	: NONACC (SV)/ uk1367904/ NAINITAL/ UK-NT
Unique Doc. Reference	: SUBIN-UKUK136790497292182169658V
Purchased by	: PRAMOD BISHT
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRAMOD BISHT
Second Party	: MANU MAHARANI HOTELS LTD
Stamp Duty Paid By	: PRAMOD BISHT
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at '[www.shellstamp.com](http://www.shellstamp.com)' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate
4. In case of any discrepancy please inform the Competent Authority

## AGREEMENT

THIS AGREEMENT is made on this 13th Day of March 2023 by and between

**MANU MAHARANI HOTELS LIMITED**, a company incorporated under the Companies Act, 1956, and having its Registered Office at SCO No. 310, Third Floor Sector- 29 Gurgram Haryana 122001, through its Whole Time Director Mr. Naresh Gupta hereinafter called "The Company" or the "FIRST PARTY"

AND

Mr. Pramod Bisht S/o Mr. Laxman Singh Bisht, R/o Sejwal Sadan, Prospect Lodge Compound, Mallital, Nainital, Uttarakhand- 263002 hereinafter called "Whole Time Director and Chief Financial Officer & Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) of the Company" hereinafter called "The Employee" or the "SECOND PARTY";

*The Company and the Employee are hereinafter individually referred to as a "Party" and jointly as "Parties"]*

### **WHEREAS:**

- 1) The First Party is engaged in Hospitality business.
- 2) The First Party intends to induct some capable and competent person(s) to handle and be responsible and accountable for smooth running of Hospitality business activities of the Company and compliance of related applicable statutes independently.
- 3) The Second Party is has offered to take up the position as **Whole Time Director and Chief Financial Officer & Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) of the Company** for smooth running of Hospitality business activities of the Company and compliance of applicable statutes independently.
- 4) The First Party in accordance with provisions of the Companies Act, 2013 read with the Articles of Association of the Company, by a board resolution passed at the board meeting held on 01.03.2023 resolved to appoint the SECOND PARTY as **Whole Time Director & Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) of the Company w.e.f 13.03.2023** upon the terms and conditions herein after contained.
- 5) This Agreement is necessary for the protection of the Company's legitimate and protectable business interests in its Customers, prospective Customers, accounts and confidential proprietary and trade secret information.

### **NOW THIS PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:**

1. The Second Party is qualified and experienced has offered to be appointed as **Whole Time Director and Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) of the Company** for smooth running of business activities of the Company and for ensuring compliance of applicable statutes independently Related to Income Tax Act, 1961, Central Goods and Services Tax Act, 2017 ("CGST Act"), Section 134(5) of the Companies Act, 2013, applicable Indian Accounting Standards (IND AS), Internal Financial Control (IFC), and Rules made thereunder and Notifications, Circulars issued from time to time including amendments thereof and to ensure timely compliance in depositing all taxes and duties including Central Goods and Services Tax Act, 2017 ("CGST Act"), TDS, etc. levied / to be levied on each and every transactions applicable on consignment sales agent and ensure the correctness of Input Tax

*Pramod Bisht*

*[Signature]*

Credit / CENVAT claimed. The appointment/reappointment and responsibility of Mr. Pramod Bisht as Whole-time Director and Chief Financial Officer and Key Managerial Personnel in the Capacity of Chief Financial Officer shall be governed by the resolution passed by the Board of Director of the Company on 13.03.2023 and by this agreement and any alteration, variation and modification as approved by the Board of Directors of the Company.

2. The First Party in accordance with provisions of the Companies Act, 2013 read with the Articles of Association of the Company, a resolution as assed at the board meeting held on 01.03.2023 to appoint the SECOND PARTY as Whole-time Director and Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) of the Company upon the terms and conditions herein after contained.

3. The SECOND PARTY confirms that there are no actions pending against him and, to the best of knowledge of the SECOND PARTY there are no actions threatened against him.

4. During the continuance of this Agreement, the SECOND PARTY shall exercise all the powers vested in the Directors of the FIRST PARTY except those which are specifically required by the Companies Act, 2013 or any statutory modification or re-enactment thereof to be exercised only at a meeting of the board subject to any limitation or conditions which may be prescribed by the Act or by the Board.

5. The SECOND PARTY shall conduct the day to day affairs of the Company subject to the supervision and control of the Board of Directors of the Company and agrees to promote the Company's interest and be responsible for such duties as would be commensurate with the requirement of such position and any other duties as may be assigned by the Company/Board of Directors from time to time.


6. The SECOND PARTY shall be entrusted with the following Job responsibilities for managing the Affairs of the Company, in the best interest of the Company with effect from the date of his appointment/re-appointment as Whole-time Director and Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) of the Company.

**JOB PROFILE:**

- 1) *Control & management of books of accounts, Budget preparation, cost control, submission and enforcing budgetary control system in place.*
- 2) *Preparation, implementation and compliances of applicable Accounting Standards.*
- 3) *Responsible for implementation and monitoring of Internal Financial Controls.*
- 4) *Responsible for all accounting and finance functions of the Company including preparation of Financial Statement / Balance Sheet on periodical basis.*
- 5) *Adherence to all applicable statutory and regulatory compliances and ensuring compliances of Finance Act , Service Tax , Direct Tax, Indirect Tax, Corporate Laws, VAT, Central Sales Tax, Value Added Tax, GST,.*
- 6) *Ensuring timely compliances with regard to periodic filing of returns forms, documents etc. with statutory authorities under applicable laws.*
- 7) *Ensuring detecting and preventing frauds.*
- 8) *To Ensure due diligence and to take all such steps as may be necessary or expedient to prevent the commission of any offence under the applicable laws, legislations, rules, regulations, notifications, circulars etc. as amended from time to time for and on behalf of the Company.*

7. SECOND PARTY agrees to perform such other additional duties and services commensurate with the nature of the business and to exercises such powers as may be assigned to or entrusted with him by the Board of the Company from time to time.

*Pramod Bisht*



8. First Party is paying to the SECOND PARTY remuneration with effect from 13.03.2023 of Rs. 1,49,686 per Month subject to applicable tax, including subsequent revision by the Board of Director, subject to the continuance of this Agreement and so long as the Second Party discharges his obligations and carries out the terms and conditions stipulated and contained in this Agreement.

9. During the period of his appointment, in order to protect the Company's legitimate business interest the SECOND PARTY covenants and agrees that for the entire period of his tenure, the SECOND PARTY shall not engage directly or indirectly in any competing business or to own, manage, operate, control or participate in or have ownership interest therein, occupation or employment or render any services, give any aid or advice or serve in the consulting capacity whether gratuitously or otherwise to any person who is engaged in, or operate any business or service in competition to the business of the Company.

10. The SECOND PARTY undertakes to carry out the obligations under this Agreement in good faith to the best of his skill and ability in a trustworthy, productive and efficient manner and endeavor to promote the interest and welfare of the Company in discharge of his obligations under this Agreement, the SECOND PARTY covenants to conform and comply with the directions and regulations of the Company and also such orders and directions as may be given from time to time by the Board of Directors of the Company. The Second Party agrees to devote all of his business time, skill, energy and attention exclusively to the business of the Company.

11. Effective from 13.03.2023, the First Party is paying to the SECOND PARTY remuneration of Rs. 1,49,686 per Month subject to applicable tax, including subsequent revision by the Board of Director, subject to the continuance of this Agreement and so long as the Second Party discharges his obligations and carries out the terms and conditions stipulated and contained in this Agreement.

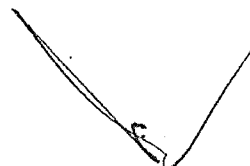
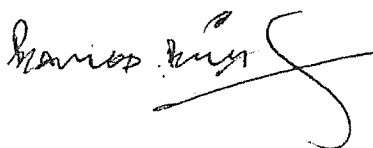
12. The SECOND PARTY agrees that for the period of his appointment and for a period of one year after the termination of the Second Party, the Second Party shall not directly or indirectly interfere with or attempt to disrupt the relationship, contractual or otherwise, between the Company and any of its employees or customers.

13. The terms and conditions of the appointment of the SECOND PARTY may be varied, altered, increased, enhanced or widened by the Board as it may in its absolute discretion deem fit.

14. SECOND PARTY shall comply with the provisions of all applicable Central & State Acts, Rules, Regulations, Notifications, Circulars issued from time to time and all other statutes including local legal requirements with such amendments and modifications from time to time as applicable to the Company and shall be solely responsible for any non compliances thereof and indemnify the Company for any loss suffered as a consequence of breach by the Second Party.

15. The SECOND PARTY as Whole-time Director and Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) having voluntarily agreed shall be personally responsible for the purpose of compliances of various Acts applicable whether Central or State Acts or any local legal requirements as applicable to the Company.

16. The SECOND PARTY shall be solely answerable as person incharge and person responsible for the conduct of day to day affairs of the matters connected to his scope of work and he shall represent in any enquiry, proceeding or case against the Company or any other director relating to his responsibility under any Act, which may occur during/relate to his tenure as Whole Time Director and Key Managerial



Personnel in the Capacity of Chief Financial Officer (CFO) of the Company. In case any violation/ evasion/ criminal act is discovered by any regulatory/ government authority then the second party will face each and every court proceedings and consequential action thereof.

17. Appointment may be vacated/ terminated by either party by giving to the other party three months prior notice in writing or salary in lieu thereof. If at any time the Second Party ceases to be Whole Time Director of the First Party for any reason whatsoever, he shall cease to be a Director as well as Whole time Director & Key Managerial Personnel in the Capacity of Chief Financial Officer (CFO) in terms of this Agreement and this Agreement shall terminate forthwith.

18. Notwithstanding anything to the contrary herein contained or implied, the Company shall be entitled to terminate the appointment of the SECOND PARTY immediately and without any notice or compensation in lieu of notice or otherwise, in case the Second Party commits any act of dishonesty or commission of crime involving moral turpitude, theft, fraud, or other such deliberate misconduct that has an adverse effect on the Company's reputation or substantial or continued neglect of duty or incompetence in the discharge of duties as reasonably directed by the board of directors of the Company or any material breach of this agreement and the decision of the Company in this regard shall be final, conclusive and binding.

19. Without prejudice to the provisions of Clause 18, either party shall be entitled to terminate this agreement at any time by giving not less than 3 months notice in writing, without the necessity of showing any cause and on the expiration of the period of such notice this Agreement shall stand terminated.

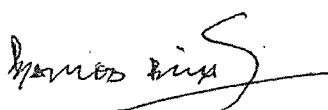
20. Upon termination in accordance with the provisions of this Agreement or due to efflux of time, the Second Party acknowledges his continuing obligations under this agreement which shall survive even after termination or expiry of this agreement. Second Party further agrees that he shall hand over his charge to such person as may be nominated by the First Party in that behalf and shall deliver to such person all papers, documents and other articles which may be in possession, custody or control of the Second Party.

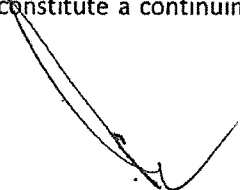
21. The Second Party shall not disclose any business secret, trade secret, business plans, policies or any other information concerning the activities of the Hospitality Business/ other business to any person, firm, company, undertaking and shall return all the documents, copies of literature, maps, etc. to the company before reliving from the assignment. Second Party further agrees not to use the Confidential Information for any purpose or for his personal benefit other than in the course and scope of this agreement.

22. That in the event of any dispute or differences arising between the parties in respect of this agreement or any provisions thereof, the same shall be settled amicably through negotiations within a period of 30 days. However, in case of failure, the parties shall refer the dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi.

23. That this agreement shall be subject to sole and exclusive jurisdiction of competent courts at Haryana.

24. No supplement, modification, amendment or waiver of the terms of this agreement shall be binding on the parties hereto unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless





otherwise expressly provided. Any failure to insist upon strict compliance with any of the terms and conditions of this agreement shall not be deemed a waiver of any such terms or conditions.

25. This Agreement, together with any Annexure(s) and Schedule(s) referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

IN WITNESS WHEREOF THESE PRESENTS have been executed by the Parties hereto on the day and year first above written.

Witnessed by

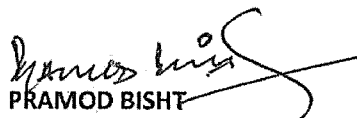
Name: Kumari Deepika  
Address: Noida, Uttar Pradesh

FIRST PARTY  
(FOR MANU MAHRANI HOTELS LIMITED)



NARESH GUPTA  
DIRECTOR  
PLOT 656, UG 2 SHAKTI KHAND 4,  
INDIRAPURAM, SHIPRA SUN CITY  
GHAZIABAD 201014 UP  
DIN: 07605758

SECOND PARTY



PRAMOD BISHT  
SEJWAL SADAN, PROSPECT LODGE  
COMPOUND MALLITAL NAINITAL  
TALLITAL 263001  
DIN: 03630804