

23rd August, 2019

To,

National Stock Exchange
Exchange Plaza,
Plot No. C/1, G Block,
Bandra (E), Mumbai-400051
Fax 022-6641 8124/25

(NSE Scrip Code: SPMLINFRA)

Sub: Reply to Clarification Sought via e-mail dated 22nd August, 2019

Ref: Announcement Submitted on 14th August, 2019

Dear Sirs,

This is with reference to captioned subject and reference. The point wise reply for clarification sought is attached for your perusal:

1. All the information has been intimated in 24 hours.
2. Brief profile of Mr. Laxmi Narayan Mandhana CFO and Company Secretary & Compliance Officer of the Company w.e.f. 14.08.2019 by the Board of Directors of the Company is attached for your perusal.
3. Mr. Sujit Kumar Jhunjunwala was re-designated from CFO of the Company to AVP Banking w.e.f. 14.08.2019 and Mr. Laxmi Narayan Mandhana was appointed as CFO and Company Secretary & Compliance Officer of the Company w.e.f. 14.08.2019.

The above is for your information and record.

Thanking you,
For **SPML Infra Limited**

Subhash chand sethi
Chairman & Whole Time Director
DIN:00464390



SPML INFRA LIMITED

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Ph: +91 33 4009 1200 | Fax: +91 33 4009 1303
E-mail: info@spml.co.in | Website: www.spml.co.in
CIN: L40106DL1981PLC012228

Regd. Office: F-27/2, Okhla Industrial Area, Phase-II New Delhi-110020



Profile of Mr. Laxmi Narayan Mandhana

Name: Mr Laxmi Narayan Mandhana

Father's Name: Lt. Madan Mohan Mandhana

Date of Birth: 03rd October, 1964

Residential Address: 14, Sovaram Bysack Street, 3rd floor, Kolkata- 700007

**Educational
Qualification:**

Professional	1988	Chartered Accountant from the Institute of Chartered Accountant of India
	1991	Company Secretary from the Institute of Company Secretaries of India
Academic	1985	B.com (H) from Calcutta University

Core competencies:

- Acquisitions & Divestitures
- Business Development
- Strategic and Private Equity
- Equity - IPO/FPO
- Commercial & Financial Controls
- Legal Drafting & Documentation
- Legal Matters
- Revenue Maximisation
- Accounts, Audit and MIS
- Taxation
- Budgetary & Cost Control
- Working Capital Management

Working Experience: Mr. Mandhana is Chartered Accountant cum Company Secretary, with 30 years' of experience. His last employment was with JIS group. He is expertise in Strategic equity, IPO, Domestic Acquisition, Overseas Acquisition, Investor Relations, Corporate Finance Function of Business Development.

He is also expertise in supervising, financial Planning, Taxation, Accounting etc. Some of his previous job includes Jindal India Thermal Power, Hindusthan National Glass & Industries Ltd; Microsec Financial Services Ltd; India Power Corporation Ltd etc.



Terms & Conditions of Appointment of Mr. Laxmi Narayan Mandhana as the CFO and Company Secretary & compliance officer of the Company

Confidentiality of Employment:

It is a condition of employment to ensure that the organization policies of maintaining the strictest confidentiality for the remuneration you receive are observed by you at all times.

Transfer:

He will be liable to transfer in such capacity as the Company may from time to time determine, to any other location, department, establishment, Factory or Branch of the Company or its affiliates, associate or subsidiary Companies in India. In such case, he will be governed by the terms and conditions of service applicable to the new assignment.

Notice Period:

If he wish to leave our services, a notice period of three months or three month's salary in lieu of notice period should be given.

The company reserves the right to pay or recover salary in lieu of notice period.

Further, the company may at its discretion relieve from such date as it may deem fit even before the expiry of notice period without compensating for the unexpired period and is not bound to give any reasons thereof.

Termination:

In case of termination by the Management, the notice period shall be three months or three month's salary in lieu of notice period.

During his services with the Company, he will be required to carry out all instructions as may be assigned to you by the Company/Management from time to time.

On Separation:

At the time of separation of services by way of resignation/termination, he is required to account for all the materials, files, documents given to you and hand over the same to your next immediate superior to you or the person nominated by the company. If there is any delay in accounting the materials and other property belonging to the company, company will take action against you in accordance with the law applicable against you.

He will not reproduce, store in retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise – any copy righted material which is the property of the company – for your own benefit or for the benefit of any third party – either during the course of your employment or on your separation.

Trade Secrets and Confidentiality of Information:

During the course of his employment and thereafter, except in the proper course of your duties as defined from time to time by the Company, you will not divulge to any person whomsoever, and will use your best endeavors to prevent the publication or disclosure of any trade secret or information concerning the business or finance of the



Company or its Associate Companies or any of its dealings, transactions of affairs which may come to your knowledge during or in the course of employment.

He will observe utmost confidentiality and secrecy of any and all information received by you or entrusted to you in the course of your employment and you shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge such information to a third party or make use of such information for your own.

General:

- a. During services with the Company, he will be required to carry out all instructions as may be assigned to you by the Company/Management from time to time.
- b. His employment is governed by the prevailing HR policy in the Company and also as may be in force from time to time.
- c. All legal disputes, if any, arising out of this employment shall be settled under jurisdiction of Courts of Kolkata. Indian Law shall govern this employment.
- d. At any time in our opinion, which will be final in this matter, he become insolvent or found guilty or dishonest, disobedient, disorderly behavior, long absence from duty without taking permission or any other conducts considered by us against our interest or violation of one or more terms of this letter, your services may be terminated from the Company without giving any notice.
- e. He will be responsible for the safe keeping and return in good order of all materials and property of the Company, which may be in use, custody, care and charge.
- f. During his services with the Company, he will fully acquaint with the various laws, orders, notifications, etc., of the Central, State, Local and/or other authority in force from time to time and other emergency legislation affecting or concerning your Division / Department / Section or your responsibilities, and you will please ensure that the same are fully observed and complied with.

