

Notice

Notice is hereby given that the 28th Annual General Meeting of the members of **RUDRABHISHEK ENTERPRISES LIMITED** will be held on, Monday, 28th day of September 2020 at 3:00 p.m (IST) through Video Conferencing (VC) OR any other Audio/Video means (OAVM), to transact the following businesses:

ORDINARY BUSINESS:

1. To receive, consider and adopt:
 - a. the Audited Standalone Financial Statement of the Company for the year ended March 31, 2020 together with the Reports of the Board of Directors and Auditors thereon; and
 - b. the Audited Consolidated Financial Statements of the Company for the year ended March 31, 2020 together with the Reports of the Board of Directors and Auditors thereon; and
2. To declare dividend on equity shares for the year ended 31st March, 2020 as **Ordinary Resolution:**

“RESOLVED THAT in accordance with the provisions of Section 123 and other applicable provisions, if any, of the Companies Act, 2013 and the Companies (Declaration and Payment of Dividend) Rules, 2014, a final dividend of Rs. 0.25/- per equity share for the year ended on 31st March 2020 as recommended by the Board of directors of the Company be and is hereby approved.”

3. To appoint a director in place of Mr. Pradeep Misra (DIN 01386739), who retires by rotation and being eligible offers herself for re-appointment.

“RESOLVED THAT Mr. Pradeep Misra (DIN 01386739), Director, who retires by rotation and being eligible, in terms of Section 152(6) of Companies Act, 2013, offers herself for re-appointment, be and is hereby reappointed as Director of the Company.”

SPECIAL BUSINESS:

4. APPROVAL FOR THE APPOINTMENT/ RE-APPOINTMENT OF MR. PRADEEP MISRA AS MANAGING DIRECTOR OF COMPANY

To consider and if thought fit, to pass with or without modification, the following resolution as **Special resolution:**

“RESOLVED THAT pursuant to the provisions of Section 196, 197, 198 & 203 read with Schedule V of Companies Act 2013 and the rules made there under (including any statutory modification or re-enactment thereof for the time being in force) and subject to such consent(s), approval(s) and permission(s) as may be required in this regard from any authority, consent of Members of the Company be and is hereby accorded to the re-appointment of Mr. Pradeep Misra (DIN: 01386739) as Chairman and Managing Director of the Company, for a period of 3 (Three) years with effect from 29/11/2020 on the terms and conditions including remuneration as set out hereunder, with liberty to the Board of Directors to alter and vary the terms and conditions of the said appointment and / or remuneration as it may deem fit and as may be acceptable to Mr. Pradeep Misra, subject to the same not exceeding the limits specified under Schedule V to

the Companies Act, 2013 or any statutory modification(s) or re-enactment thereof.

Terms and conditions of Appointment and Remuneration:

- 1) Tenure of Appointment:
For a period of 3 years commencing 29th day of November, 2020 i.e. from 29th day of November, 2020 to 28th day of November, 2023.
- 2) Nature of duties:
 - (a) Subject always for all purpose and in all respects to the provisions of the Act or any statutory modification thereof for the time being in force and applicable to the duties and obligations to be performed and observed and the powers and authorities to be exercised by the Chairman and Managing Director as such and certain restrictions mentioned in particular and under the General supervision, superintendence and control of the Board of Directors of the Company, the Chairman and Managing Director shall have the general conduct of the management of business and financial and other affairs of the Company and exercise such powers, authorities and discretions as are hereby conferred upon and vested in him as such, as well by the Articles of Association and/or the Regulations of the Company for the time being in force and/or as may from time to time delegated by the Board, save and such as are specifically reserved to the exercised by the Company in General Meeting or by the Board.
 - (b) The Chairman and Managing Director undertakes to employ the best of his skill and ability to make his utmost endeavors to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.
- 3) Remuneration: - Salary - Rs. 4,00,000/- (Rupees Four Lakhs only) per month.

The next annual increment will be effective from 1st April, 2021. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and will also take into account the Company's performance; incentive remuneration, if any, and/or commission based on certain performance criteria to be laid down by the Board, benefits, perquisites and allowances, as may be determined by the Board from time to time.

Provided, however, that in the event of absence or inadequacy of profit, the Company will pay to the Managing Director remuneration by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above.

Apart from the above mentioned details, the below mentioned terms and conditions have been entered into between the Company and the Chairman and Managing Director:

- (a) The Chairman and Managing Director is also required to adhere with the Code of Conduct, intellectual property, non-competition, no conflict of interest with the Company and maintenance of confidentiality.
- (b) The Chairman and Managing Director hereby covenant that during his tenure of office as such, he shall not be interested or otherwise concerned directly, or through his wife and/or minor children, in any selling agency of the Company, without the prior approval thereto, AND THAT upon the contravention of this provision, his appointment as Chairman and Managing Director shall cease.
- (c) This appointment may be terminated by giving six months' notice on either side or the Company paying six months' remuneration in lieu of such notice.
- (d) The employment of the Chairman and Managing Director may be terminated by the Company without notice or payment in lieu of notice:-
 - i. if the Chairman and Managing Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company for which he is required to render services; or
 - ii. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Chairman and Managing Director of any of the stipulations to be executed between the Company and the Chairman and Managing Director ; or
 - iii. in the event the Board expresses its loss of confidence in the Chairman and Managing Director .
 - iv. In the event the Chairman and Managing Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.
- (e) Up on the termination by whatever means of the Chairman and Managing Director's employment;
 - i. the Chairman and Managing Director shall immediately tender his resignation from offices held by him in any subsidiaries and associated companies and other entities without claim for compensation for loss of office and in the event of his failure to do so the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to sign and deliver such resignation or resignations to the Company and to each of the subsidiaries 'and associated companies of which the Chairman and Managing Director is at the material time a Director or other officer;
 - ii. the Chairman and Managing Director shall not without the consent of the Company at any time thereafter represent himself as connected with the Company or any of the Subsidiaries or associated companies.

The Chairman and Managing Director's appointment is by virtue of his employment in the Company and his appointment shall be subject to the provisions of Section 167 of the Act.

RESOLVED FURTHER THAT the draft of the agreement to be entered into by the Company with Mr. Pradeep Misra as approved by the board of directors in their meeting held on 13th day of August 2020 and subsequently the same is placed before the members for their approval and the consent of the members be and hereby accorded for the approval of agreement."

5. APPROVAL FOR THE APPOINTMENT/ RE-APPOINTMENT OF MS. RICHA MISRA AS WHOLE-TIME DIRECTOR OF COMPANY

To consider and if thought fit, to pass with or without modification, the following resolution as **Special resolution**:

"RESOLVED THAT pursuant to the provisions of Section 196, 197, 198 & 203 read with Schedule V of Companies Act 2013 and the rules made there under (including any statutory modification or re-enactment thereof for the time being in force) read with schedule V to the Companies Act, 2013 and subject to such consent(s), approval(s) and permission(s) as may be required in this regard from any authority, consent of Members of the Company be and is hereby accorded to the appointment of Ms. Richa Misra as Whole-time Director of the Company, for a period of 3 (Three) years with effect from 29/11/2020 on the terms and conditions including remuneration as set out hereunder, with liberty to the Board of Directors to alter and vary the terms and conditions of the said appointment and / or remuneration as it may deem fit and as may be acceptable to Ms. Richa Misra, subject to the same not exceeding the limits specified under Schedule V to the Companies Act, 2013 or any statutory modification(s) or re-enactment thereof.

Terms and conditions of Appointment and Remuneration:

- 1) Tenure of Appointment:
For a period of 3 years commencing 29th day of November, 2020 i.e. from 29th day of November, 2020 to 28th day of November, 2023.
- 2) Nature of duties:
 - (a) Subject always for all purpose and in all respects to the provisions of the Act or any statutory modification thereof for the time being in force and applicable to the duties and obligations to be performed and observed and the powers and authorities to be exercised by the Whole-time Director as such and certain restrictions mentioned in particular and under the General supervision, superintendence and control of the Board of Directors of the Company, the Whole-time Director shall have the general conduct of the management of business and financial and other affairs of the Company and exercise such powers, authorities and discretions as are hereby conferred upon and vested in him as such, as well by the Articles of Association and/or the Regulations of the Company for the time being in force and/or as may from time to time delegated by the Board, save and such as are specifically reserved to the exercised by the Company in General Meeting or by the Board.
 - (b) The Whole-time Director undertakes to employ the best of her skills and ability to make her utmost endeavors to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to her from time to time by the Board.

- 3) Remuneration: - Salary - Rs. 3,00,000/- (Rupees Three Lakhs only) per month.

The next annual increment will be effective from 1st April, 2021. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and will also take into account the Company's performance; incentive remuneration, if any, and/or commission based on certain performance criteria to be laid down by the Board, benefits, perquisites and allowances, as may be determined by the Board from time to time.

Provided, however, that in the event of absence or inadequacy of profit, the Company will pay to the Whole-time Director remuneration by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above.

Apart from the above mentioned details, the below mentioned terms and conditions have been entered into between the Company and Whole-time Director:

The Whole-time Director is also required to adhere with the Code of Conduct, intellectual property, non-competition, no conflict of interest with the Company and maintenance of confidentiality.

- (a) The Whole-time Director hereby covenant that during her tenure of office as such, she shall not be interested or otherwise concerned directly, or through her spouse and/or minor children, in any selling agency of the Company, without the prior approval thereto and that upon the contravention of this provision, her appointment as Whole-time Director shall cease.
- (b) This appointment may be terminated by giving six months' notice on either side or the Company paying six months' remuneration in lieu of such notice.
- (c) The employment of the Whole-time Director may be terminated by the Company without notice or payment in lieu of notice;
 - i. if the Whole-time Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company for which she is required to render services; or
 - ii. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Whole-time Director of any of the stipulations to be executed between the Company and the Whole-time Director ;or
 - iii. in the event the Board expresses its loss of confidence in the Whole-time Director
 - iv. In the event the Whole-time Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate her contract on such terms as the Board may consider appropriate in the circumstances.
- (d) Up on the termination by whatever means of the Whole-time Director's employment;
 - i. the Whole-time Director shall immediately tender her resignation from offices held by her in any subsidiaries and associated companies and other

entities without claim for compensation for loss of office and in the event of her failure to do so the Company is hereby irrevocably authorised to appoint some person in her name and on her behalf to sign and deliver such resignation or resignations to the Company and to each of the subsidiaries and associated companies of which the Whole-time Director is at the material time a Director or other officer;

- ii. the Whole-time Director shall not without the consent of the Company at any time thereafter represent himself as connected with the Company or any of the Subsidiaries or associated companies.

The Whole-time Director's appointment is by virtue of her employment in the Company and her appointment shall be subject to the provisions of Section 167 of the Act.

RESOLVED FURTHER THAT the draft of the agreement to be entered into by the Company with Mrs. Richa Misra as approved by the board of directors in their meeting held on 13th day of August 2020 and subsequently the same is placed before the members for their approval and the consent of the members be and hereby accorded for the approval of agreement."

**By order of the Board of Directors
For Rudrabhishek Enterprises Limited**

**Place: New Delhi
Date: 02/09/2020**

**Pradeep Misra
Chairman & Managing Director
DIN: 01386739**

NOTES:

1. A Statement under Section 102 of the Companies Act, 2013 ("Act") relating to Item No. 4 & 5 as mentioned above is annexed hereto & as required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").
2. In view of the continuing COVID-19 pandemic, the Ministry of Corporate Affairs ("MCA") has vide its circular dated May 5, 2020 read with circulars dated April 8, 2020 and April 13, 2020 (collectively referred to as "MCA Circulars") permitted the holding of the Annual General Meeting ("AGM") through VC / OAVM, without the physical presence of the Members at a common venue. In compliance with the provisions of the Companies Act, 2013 ("Act"), SEBI Listing Regulations, 2015 ("SEBI Listing Regulations") and MCA Circulars, the 28th AGM of the Company is being held through VC / OAVM.
3. Pursuant to the provisions of the Act, a Member entitled to attend and vote at the AGM is entitled to appoint a proxy to attend and vote on his/her behalf and the proxy need not be a Member of the Company. Since this AGM is being held pursuant to the MCA Circulars through VC / OAVM, physical attendance of Members has been dispensed with. Accordingly, the facility for appointment of proxies by the Members will not be available for the AGM and hence the Proxy Form and Attendance Slip are not annexed to this Notice.
4. To support the "Green Initiative" Members who have not yet

registered their email addresses are requested to register the same with Company's Registrar & Share Transfer Agent (Skyline Financial Services Private Limited). Further, in compliance with the aforesaid MCA Circulars and SEBI Circular dated May 12, 2020, Notice of the AGM along with the Annual Report 2019-20 is being sent only through electronic mode to those Members whose email addresses are registered with the Company/ Depositories. Members may note that the Notice and Annual Report 2019-20 will also be available on the Company's website at www.repl.global and with the website of the Stock Exchanges i.e. National Stock Exchange of India Limited "Emerge Platform"

5. Members are requested to intimate changes, if any, pertaining to their name, postal address, email address, telephone/ mobile numbers, Permanent Account Number (PAN), mandates, nominations, power of attorney, bank details such as, name of the bank and branch details, bank account number, MICR code, IFS Code, etc., to their DPs in case the shares are held by them in electronic form and to Company's Registrar & Share Transfer Agent (Skyline Financial Services Private Limited) in case the shares are held by them in physical form
6. The Register of Members and the Share Transfer Books of the Company will remain closed from 22nd September 2020 to 28th September 2020 (both days inclusive), being the date of Book closure.
7. Institutional / Corporate Shareholders (i.e. other than individuals / HUF, NRI, etc.) are required to send a scanned copy (PDF/JPG Format) of its Board or governing body Resolution/ Authorization etc., authorizing its representative to attend the AGM through VC /OAVM on its behalf. The said Resolution/Authorization shall be sent to the Scrutinizer by email through its registered email address to secretarial@replurbanplanners.com.
8. Members attending the AGM through VC / OAVM shall be counted for the purpose of reckoning the quorum under Section 103 of the Act.
9. Members desiring any information mentioned in the Notice and accompanying statement shall be available for inspection by Members at the Registered Office of the Company. Further, Members are requested to send their queries, if any, on any financials or any other information relating to business to the registered office of the Company on or before 19th September 2020 so that management is prepared to reply to the queries on the day of AGM.
10. As per Notification issued by Ministry of Corporate Affairs dated 19th of March, 2015 with reference to the Companies (Management and Administration) Rules, 2014, Companies covered under Chapter XB and Chapter XC as per SEBI (ICDR) Regulations, 2009 will be exempted from e-voting provisions. Our Company is covered under Chapter XB as it is a SME Company and listed on SME platform of NSE Limited. Therefore, Company is not providing e-voting facility to its shareholders.
11. Members are requested to quote their Registered Folio Number or Demat Account number and depository participant (D.P) ID number on all correspondence with the Company.
12. To prevent fraudulent transactions, members are advised to exercise due diligence and notify the Company of any change in address or demise of any member as soon as possible. Members are also advised not to leave their demat account(s) dormant for long. Periodic statement of holdings should be

obtained from the concerned Depository Participant and holdings should be verified.

13. The Securities and Exchange Board of India (SEBI) has mandated the submission of Permanent Account Number (PAN) by every participant in Securities Market. Members holding shares in electronic form are, therefore, required to submit their PAN to their Depository Participant with whom they are maintaining their demat accounts. Members holding shares in physical form can submit their PAN to the Company's Registrar & Share Transfer Agent (Skyline Financial Services Private Limited).
14. Members may also note that the Notice of the 28th Annual General Meeting and the Annual Report for F.Y 2019-20 will also be available on the Company's website at www.repl.global.

**By order of the Board of Directors
For Rudrabhishek Enterprises Limited**

**Place: New Delhi
Date: 02/09/2020**

**Pradeep Misra
Chairman & Managing Director
DIN: 01386739**

ANNEXTURE TO THE AGM NOTICE

Information Regarding Appointment / Re-appointment of a Director:

| | |
|---|----------------------------|
| Name of the Director | Mr. Pradeep Misra |
| DIN | 01386739 |
| Date of Birth | 17/09/1969 |
| Date of Appointment | 01/09/1992 |
| Qualification | B.tech (Civil Engineering) |
| Directorship of other Limited Co as on 31.03.2020 | 02 |
| Chairman/Member of Committees of other Limited company as on 31.03.2020 | Nil |
| Shareholding | 9651600 Equity shares |

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 (1) OF THE COMPANIES ACT, 2013

ITEM No.4 APPROVAL FOR THE APPOINTMENT/ RE-APPOINTMENT OF MR. PRADEEP MISRA AS MANAGING DIRECTOR OF COMPANY

Mr. Pradeep Misra was appointed as Managing director of Company in the Board meeting held on 29th November 2017, which was further approved by the shareholders in the Extra-ordinary General Meeting (EGM) of Company held on 5th December 2017, for a term of five years from the date of appointment, i.e. from 29th November 2017 to 28th November 2022. But as per the provisions of Schedule V of Companies Act 2013, an individual cannot be appointed for a period exceeding three years. Therefore, there is requirement for re-appointment of Mr. Pradeep Misra as Managing Director of Company for a further period of three years with effect from 29th November 2020.

A profile of Mr. Pradeep Misra is given hereunder for the reference of the Shareholders:

| | | |
|--------------------------------|---|------------------------------|
| Name | - | Pradeep Misra |
| DOB | - | 17/09/1968 |
| Nationality | - | Indian |
| Shareholding in Company | - | 9651600 Equity Shares |

Now it is proposed to appoint Mr. Pradeep Misra as the Managing Director of the Company on the terms and conditions as contained in the agreement entered into with Mr. Pradeep Misra and the Company and major terms of which are reproduced hereunder:

The remuneration proposed to be paid to Mr. Pradeep Misra and the perquisites proposed to be provided to him are set out below:

- i) Salary - Rs. 4,00,000/- per month
- ii) Commission at the rate of 1% of turnover of the company or such higher amount as may be decided by the Board/committee from time to time.
- iii) Reimbursement of expenses on mobile phone and landline phone at residence as per rules of the Company.

(All the above perquisites shall be evaluated as per Income-tax Rules, wherever applicable. In the absence of any such Rule, perquisites shall be evaluated at actual cost.)

MINIMUM REMUNERATION

The above remuneration (including perquisites) shall be paid to Mr. Pradeep Misra as the minimum remuneration in the event of absence or inadequacy of profits in any financial year of the Company.

OTHER TERMS AND CONDITIONS

- a) He shall not be paid any sitting fees for attending Board/ Committee Meetings.
- b) He shall not become interested or otherwise concerned directly or through his wife and/or minor children in any selling agency without prior approval of the Central Government.
- c) The appointment may be terminated by the Company or by Mr. Pradeep Misra giving not less than six months' prior notice in writing.

The Directors are of the opinion that Mr. Pradeep Misra knowledge and experience will be of benefit to the Company. The Board, therefore, recommends the acceptance of the Resolution set out in the Notice convening the Meeting.

The aforesaid draft Agreement is available for inspection to the Members at the Registered Office of the Company on any working day (Monday to Friday) between 11 a.m. and 1 p.m. prior to the date of this General Meeting.

The Special resolution proposed to be passed is an enabling resolution, permitting the Company to pay the fixed remuneration even during absence or inadequacy of profits in any financial year, in compliance with Section 197 read with Schedule V to the Companies Act, 2013.

The Board recommends the Resolution as mentioned in the Notice for your approval.

Except for Mr. Pradeep Misra and Ms. Richa Misra (relative), none of the other Directors and Key Managerial Personnel (KMP) of the Company or their relatives are concerned or interested, financial or otherwise, in the resolution set out at Item No 4.

ITEM No. 5 APPROVAL FOR THE APPOINTMENT/ RE-APPOINTMENT OF MS. RICHA MISRA AS WHOLE-TIME DIRECTOR OF COMPANY

Ms. Richa Misra was appointed as Whole-time director of Company in the Board meeting held on 29th November 2017, which was further approved by the shareholders in the Extra-ordinary General Meeting (EGM) of Company held on 5th December 2017, for a term of five years from the date of appointment, i.e. from 29th November 2017 to 28th November 2022. But as per the provisions of Schedule V of Companies Act 2013, an individual cannot be appointed for a period exceeding three years. Therefore, there is requirement for re-appointment of Ms. Richa Misra as Whole-time Director of Company for a further period of three years with effect from 29th November 2020.

A profile of Ms. Richa Misra is given hereunder for the reference of the Shareholders:

| | | |
|--------------------------------|---|-----------------------------|
| Name | - | Richa Misra |
| DOB | - | 06/12/1969 |
| Nationality | - | Indian |
| Shareholding in Company | - | 850500 Equity Shares |

Now it is proposed to appoint Ms. Richa Misra as the Whole-time Director of the Company on the terms and conditions as contained in the agreement entered into with Ms. Richa Misra and the Company and major terms of which are reproduced hereunder:

The remuneration proposed to be paid to Ms. Richa Misra and the perquisites proposed to be provided to her are set out below:

- i) Salary - Rs. 3,00,000/- per month
- ii) Reimbursement of expenses on mobile phone and landline phone at residence as per rules of the Company.

(All the above perquisites shall be evaluated as per Income-tax Rules, wherever applicable. In the absence of any such Rule, perquisites shall be evaluated at actual cost.)

MINIMUM REMUNERATION

The above remuneration (including perquisites) shall be paid to Ms. Richa Misra as the minimum remuneration in the event of absence or inadequacy of profits in any financial year of the Company.

OTHER TERMS AND CONDITIONS

- a) She shall not be paid any sitting fees for attending Board/ Committee Meetings.
- b) She shall not become interested or otherwise concerned directly or through her spouse and/or minor children in any selling agency without prior approval of the Central Government.
- c) The appointment may be terminated by the Company or by Ms. Richa Misra giving not less than six months' prior notice in writing.

The Directors are of the opinion that Ms. Richa Misra knowledge and experience will be of benefit to the Company. The Board, therefore, recommends the acceptance of the Resolution set out in the Notice convening the Meeting.

The aforesaid draft Agreement is available for inspection to the Members at the Registered Office of the Company on any working day (Monday to Friday) between 11 a.m. and 1 p.m. prior to the date of this General Meeting.

The Special resolution proposed to be passed is an enabling resolution, permitting the Company to pay the fixed remuneration even during absence or inadequacy of profits in any financial year, in compliance with Section 197 read with Schedule V to the Companies Act, 2013.

The Board recommends the Resolution as mentioned in the Notice for your approval.

Except for Ms. Richa Misra and Mr. Pradeep Misra (relative), none of the other Directors and Key Managerial Personnel (KMP) of the Company or their relatives are concerned or interested, financial or

otherwise, in the resolution set out at Item No 5.

**By order of the Board of Directors
For Rudrabhishek Enterprises Limited**

**Place: New Delhi
Date: 02/09/2020**

**Pradeep Misra
Chairman & Managing Director
DIN: 01386739**