

Shogini Technoarts Pvt. Ltd.

REGD. OFFICE :

S.No. 5 (P), Hissa No. 2/4/2, Shogini Building,
Katraj-Dehuroad By-Pass, Near Sinhagad Road Fly over
Ambegaon Budruk, Taluka Haveli, Dist. Pune – 411046.
Tel. : 020 66471700
Email : Info@shogini.com
Website : www.shogini.com

WORKS :

Gat No. 788, Khed Shivapur,
Taluka Haveli, Dist. Pune, 412205
Fax : 020 66471820
Tel. : 020 66471800
Email : streception@shogini.com
CIN – U32104PN1982PTC028059

NOTICE OF EXTRA ORDINARY GENERAL MEETING

SHORTER NOTICE is hereby given that an Extra Ordinary General Meeting of the members of **Shogini Technoarts Pvt Ltd** will be held on Friday, 20th day of February 2026 at Gat No. 788, Khed Shivapur, Tal Haveli, Pune, Maharashtra, India-412205 at 01:30 P.M. IST to transact the following businesses:

SPECIAL BUSINESS

1. **APPROVAL OF THE AMENDMENT IN EMPLOYMENT AGREEMENT AND CHANGE IN TERMS OF APPOINTMENT, INCLUDING REMUNERATION OF MR. ABHIJIT SRINIWAS TAMHANKAR (DIN: 01515483), MANAGING DIRECTOR AND CHAIRMAN OF THE COMPANY**

To consider and if thought fit, to pass with or without modification(s), the following resolution(s) as an **Ordinary Resolution**:

“RESOLVED THAT pursuant to the provisions of Sections 196 and 197 read with Schedule V and other applicable provisions of the Companies Act, 2013 (“the Act”), if any, read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, and in terms of the enabling provisions of the Articles of Association of the Company, and on the recommendation of the Nomination and Remuneration Committee (“NRC”) and Board of Directors of the Company, the consent of members, be and is hereby accorded to make revision in the remuneration of Mr. Abhijit Srinivas Tamhankar (DIN: 01515483), Managing Director and Chairman of the Company.

RESOLVED FURTHER THAT the remuneration payable to Mr. Abhijit Srinivas Tamhankar be revised from the existing remuneration of Rs. 1,54,96,000/- (Rupees One Crore Fifty-Four Lakh Ninety-Six Thousand Only) per annum to Rs. 42,00,000/- (Rupees Forty-Two Lakh Only) per annum with retrospective effect from 1st December 2025, with such increments, variations, or modifications as may be determined by the Board of Directors from time to time, based on the recommendation of the NRC, subject to an overall maximum ceiling of Rs. 1,00,00,000/- (Rupees One Crore Only) per annum during his current tenure ending on 30th November 2028; and that all other terms and conditions of his appointment shall remain unchanged.

RESOLVED FURTHER THAT the aggregate remuneration payable to Mr. Abhijit Srinivas Tamhankar in any financial year may exceed the limits prescribed under Section 197 of the Act, subject to the aforesaid maximum ceiling of Rs. 1,00,00,000/- (Rupees One Crore Only) per annum and subject to the approval of the members of the Company. In the event of absence or inadequacy of profits in any financial year during his tenure, he shall be entitled to receive

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remuneration, bonus, perquisites, and other benefits as approved hereinabove as minimum remuneration, in accordance with the applicable provisions of Schedule V of the Act.

RESOLVED FURTHER THAT in the event of any statutory amendment, modification, or relaxation in the provisions of Schedule V of the Act relating to payment of remuneration to managerial personnel, the Board of Directors of the Company, subject to the recommendation of the NRC, be and is hereby authorized to vary, revise, or enhance the remuneration, commission, perquisites, and other benefits within such permissible limits as may be prescribed under the amended provisions.

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorized to revise, enhance, alter, and vary from time to time the terms and conditions of appointment and remuneration of Mr. Abhijit Srinivas Tamhankar, within the maximum ceiling set out hereinabove, and to do all such acts, deeds, matters, and things, and to execute all such documents, writings, and instruments as may be deemed necessary or expedient to give effect to this resolution and matters incidental thereto.”

2. **APPROVAL OF THE AMENDMENT IN EMPLOYMENT AGREEMENT AND CHANGE IN TERMS OF APPOINTMENT, INCLUDING REMUNERATION OF MRS. GEETA ABHIJIT TAMHANKAR (DIN: 00389092), WHOLE-TIME DIRECTOR OF THE COMPANY**

To consider and if thought fit, to pass with or without modification(s), the following resolution(s) as an **Ordinary Resolution**:

“RESOLVED THAT pursuant to the provisions of Sections 196 and 197 read with Schedule V and other applicable provisions of the Companies Act, 2013 (“the Act”), if any, read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, and in accordance with the enabling provisions of the Articles of Association of the Company, and on the recommendation of the Nomination and Remuneration Committee (“NRC”) and Board of Directors of the Company, the consent of members be and is hereby accorded to make revision in the remuneration of Mrs. Geeta Abhijit Tamhankar (DIN: 00389092), Whole-Time Director of the Company.

RESOLVED FURTHER THAT the remuneration payable to Mrs. Geeta Abhijit Tamhankar be revised from the existing remuneration of Rs. 1,45,96,000/- (Rupees One Crore Forty-Five Lakh Ninety-Six Thousand Only) per annum to Rs. 39,60,000/- (Rupees Thirty-Nine Lakh Sixty Thousand Only) per annum with retrospective effect from 1st December 2025, with such increments, variations, or modifications as may be determined by the Board of Directors from time to time, based on the recommendation of the NRC, subject to an overall maximum ceiling

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of Rs. 1,00,00,000/- (Rupees One Crore Only) per annum during her current tenure ending on 30th November 2028; and that all other terms and conditions of her appointment shall remain unchanged.

RESOLVED FURTHER THAT the aggregate remuneration payable to Mrs. Geeta Abhijit Tamhankar in any financial year may exceed the limits prescribed under Section 197 of the Act, subject to the aforesaid maximum ceiling of Rs. 1,00,00,000/- (Rupees One Crore Only) per annum and subject to the approval of the members of the Company. In the event of absence or inadequacy of profits in any financial year during her tenure, she shall be entitled to receive remuneration, bonus, perquisites, and other benefits as approved hereinabove as minimum remuneration, in accordance with the applicable provisions of Schedule V of the Act.

RESOLVED FURTHER THAT in the event of any statutory amendment, modification, or relaxation in the provisions of Schedule V of the Act relating to payment of remuneration to managerial personnel, the Board of Directors of the Company, subject to the recommendation of the NRC, be and is hereby authorized to vary, revise, or enhance the remuneration, commission, perquisites, and other benefits within such permissible limits as may be prescribed under the amended provisions.

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorized to revise, enhance, alter, and vary from time to time the terms and conditions of appointment and remuneration of Mrs. Geeta Abhijit Tamhankar, within the maximum ceiling set out hereinabove, and to do all such acts, deeds, matters, and things, and to execute all such documents, writings, and instruments as may be deemed necessary or expedient to give effect to this resolution and matters incidental thereto.”

3. **APPROVAL FOR THE MATERIAL RELATED PARTY TRANSACTION WITH MRS. VIBHAVARI VIJAY ATHAVALE**

To consider and if thought fit, to pass the following resolution(s) with or without modification(s) as an **ORDINARY RESOLUTION**:

“RESOLVED THAT pursuant to the provisions of Section 188 and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 15 of the Companies (Meetings of Board and its Powers) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force), and on the recommendation of the Audit Committee and the Board of Directors, the consent of the Members of the Company be and is hereby accorded to the Company to enter into any contract(s)/arrangement(s)/transaction(s) with Mrs. Vibhavari Vijay Athavale, a related party of the Company (mother of Mrs. Geeta Abhijit Tamhankar, Whole-time

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Director of the Company), for the purchase of land (comprising different Gat Numbers) from Mrs. Vibhavari Vijay Athavale by the Company, for an amount not exceeding, in the aggregate, Rs. 30,00,00,000/- (Rupees Thirty Crore only) during the financial year 2025-26 and financial year 2026-27, provided that the said transaction(s) are entered into and carried out on an arm's length basis, on such terms and conditions as may be considered appropriate by the Board of Directors of the Company (including any Committee thereof).

RESOLVED FURTHER THAT any one of the Directors of the Company be and is hereby authorized to enter the particulars of the contract(s)/arrangement(s)/transaction(s) entered into pursuant to this resolution with the aforesaid related party in the Register of Contracts and Arrangements in which Directors are interested, maintained under Section 189 of the Companies Act, 2013 and the applicable rules made thereunder.

RESOLVED FURTHER THAT the Board of Directors of the Company (including any Committee thereof) be and is hereby authorized to do all such acts, deeds, matters and things and to execute all such documents, agreements, deeds, undertakings and writings as may be considered necessary, desirable or expedient in order to give effect to this resolution."

4. **RATIFICATION OF THE REMUNERATION OF THE COST AUDITOR OF THE COMPANY FOR THE FINANCIAL YEAR 2025-26**

To consider and if thought fit, to pass the following resolution(s) with or without modification(s) as an **ORDINARY RESOLUTION**:

"RESOLVED THAT pursuant to the provisions of Section 148 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act") read with the Companies (Audit and Auditors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force), and on the recommendation of the Audit Committee and the Board of Directors, the remuneration payable to the Cost Auditors, M/s. K.G. Goyal & Associates, Cost Accountants (Firm Registration No. 000024), appointed by the Board of Directors at their meeting held on 01st December 2025 to conduct the audit of the cost records of the Company for the financial year 2025-26, amounting to Rs. 15,000/- (Rupees Fifteen Thousand only) per annum, plus applicable taxes and reimbursement of out-of-pocket expenses actually incurred, be and is hereby ratified and approved by the Members of the Company.

RESOLVED FURTHER THAT the Board of Directors of the Company (including any Committee thereof) be and is hereby authorized to do all such acts, deeds, matters and things and to take all such steps as may be necessary, proper or expedient to give effect to this resolution and to settle any question, difficulty or doubt that may arise in this regard."

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By order of the Board of Directors
For Shogini Technoarts Pvt Ltd



(Jasbir Singh)

Director

DIN: 00259632

Address: 514A, The Camellias, DLF Golf Links,
Golf Course Road Gurgaon Haryana - 122001

Place: Gurugram
Date: 5th February 2026

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Notes

1. The explanatory statement pursuant to section 102 and other applicable provisions of the Companies Act, 2013 (“ the Act”) read with the rules framed thereunder concerning the special business in respect of item nos. 1 to 4 as set out in the notice is annexed hereto and forms part of the notice.
2. **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE EXTRA ORDINARY GENERAL MEETING (“EGM”) IS ENTITLED TO APPOINT A PROXY, OR, WHERE THAT IS ALLOWED, ONE OR MORE PROXIES, TO ATTEND AND VOTE ON A POLL ON HIS/ HER BEHALF AND SUCH PROXY NEED NOT BE A MEMBER OF COMPANY. THE INSTRUMENT APPOINTING THE PROXY TO BE EFFECTIVE, SHOULD BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY NOT LATER THAN FORTY-EIGHT (48) HOURS BEFORE THE COMMENCEMENT OF THE MEETING. BLANK PROXY FORM FOR THE EGM IS ENCLOSED.**

A person can act as a proxy on behalf of members not exceeding fifty (50) and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. A member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or member.

Proxies Register shall be made available for inspection during the period beginning from 24 hours before EGM commencement time till EGM conclusion time.

3. **PROXIES SUBMITTED ON BEHALF OF COMPANIES AND OTHER BODIES CORPORATE, SOCIETIES, TRUST, ETC., MUST BE SUPPORTED BY AN APPROPRIATE RESOLUTION, AS APPLICABLE.**
4. Corporate Members intending their authorized representative to attend the EGM are required to send a duly certified scanned copy of its resolution authorizing them to attend and vote on their behalf at the EGM by e-mail to stpaccts@shogini.com.
5. The Notice is being sent to all the members, whose names appear in the register of members, Directors of the Company & Statutory Auditors.
6. Members/ Proxies should bring their attendance slip/sheet duly completed for attending the meeting, no extra attendance slip will be provided at the venue of the EGM.

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7. In case of joint holders attending the EGM, only such joint holder who is higher in the order of names will be entitled to vote.
8. In respect of members whose e-mail ids are registered with the Company, the Notice of the EGM is being sent in electronic mode to their emails registered with the Company. The members who have not registered their e-mail ID are requested to register the same with the Company for receiving all communication including Notices, Circulars, etc. from the Company electronically.
9. Members are requested to notify immediately of any change of address:
 - (i) To their Depository Participants (DPs) in respect of the shares held in Dematerialized form and;
 - (ii) To the Company and Registrar & Share Transfer Agent (RTA) i.e. Satellite Corporate Services Pvt Ltd, having its Registered Office: A106/107, Dattani Plaza, East West Indl. Estate, Safed Pool, Kurla Andheri Road Mumbai Maharashtra India - 400072 in respect of the shares held in physical form together with a proof of address viz. Electricity Bill/Telephone Bill/Ration Card/Voter ID Card/Passport etc. quoting correct Folio Number.
10. Members are requested to make all correspondence in connection with shares held by them by addressing letters directly to the Company quoting reference of their Folio numbers/DPID No. and Client ID.
11. All documents referred to in the accompanying notice and the explanatory statement shall be available for inspection to the members at the Registered Office of the Company on all working days of the Company during the business hours upto the date of the Extra Ordinary General Meeting and for the duration of the meeting.
12. The Register of Directors and Key Managerial Personnel and their shareholding maintained under section 170 of the Act and the Register of Contracts or Arrangements in which the directors are interested maintained under Section 189 of the Act will be available for inspection by the members at the commencement of EGM of the Company and shall remain open and accessible during the continuance of the EGM to any person having the right to attend the meeting.
13. Members who would like to express their views or ask questions during the EGM may raise the same at the meeting or send them in advance via email (mentioning their name and folio no.), prior to the commencement of the EGM to stpaccts@shogini.com.

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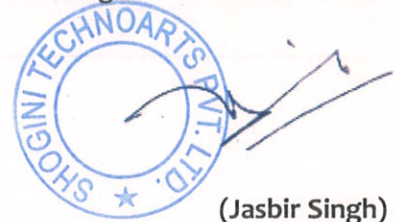
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14. The route map to the venue of the Extra Ordinary General Meeting of the Company is annexed herewith for easy convenience of recipients of Notice in accordance with the provisions of Secretarial Standard-2.

By order of the Board of Directors
For **Shogini Technoarts Pvt Ltd**



(Jasbir Singh)
Director

DIN: 00259632

Address: 514A, The Camellias, DLF Golf Links,
Golf Course Road Gurgaon Haryana – 122001

Place: Gurugram
Date: 5th February 2026

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Explanatory Statement

{Pursuant to Section 102 of the Companies Act, 2013, to the resolutions proposed to be passed at the Extra Ordinary General Meeting to be held at Shorter Notice on 20th February 2026 at 1:30 P.M. IST}

ITEM NO. 1

Mr. Abhijit Srinivas Tamhankar (DIN: 01515483) has been associated with the Company for nearly three decades, having first joined the Board as a Director on 1st September 1996, and has played a pivotal role in guiding its strategic direction and growth. Recognizing his leadership, the Board appointed him as Managing Director with effect from 1st April 2017, entrusting him with overall management, operations, and business development while providing vision to the senior management team. Following the completion of his initial tenure, the shareholders re-appointed him as Chairman and Managing Director for a further three-year term commencing 1st April 2023 and concluding on 31st March 2026, reflecting the continued confidence of the Board and shareholders in his ability to lead the Company, drive sustainable growth, and uphold high standards of corporate governance.

Furthermore, pursuant to the Share Purchase Agreement (“SPA”) dated 14th November 2025 executed between Shogini Technoarts Pvt Ltd, IL JIN Electronics (India) Private Limited (“IL JIN”), and the seller shareholders as listed therein in the SPA, together with the Shareholders’ Agreement of the same date between the Company, IL JIN, Mr. Abhijit Srinivas Tamhankar and Mrs. Seema Rhushikesh Modak, it was agreed that an Employment Agreement be entered into between the Company and Mr. Abhijit Srinivas Tamhankar, setting out his revised remuneration, roles, responsibilities, and terms of re-appointment as Managing Director and Chairman of the Company for a renewed three-year term effective from 1st December 2025.

Accordingly, the Board of Directors of the Company, at its meeting held on 1st December 2025, considered and approved the re-appointment of Mr. Abhijit Srinivas Tamhankar (DIN: 01515483) as Managing Director and Chairman of the Company for a period of Three (3) years commencing from 1st December 2025 up to 30th November 2028, on the terms and conditions including remuneration as set out in the Employment Agreement dated 1st December 2025. The said appointment was thereafter placed before the Members and was approved at the Extra Ordinary General Meeting held on even date i.e. 1st December 2025. At the time of such appointment, the remuneration payable to him was fixed at Rs. 1,54,96,000/- (Rupees One Crore Fifty-Four Lakh Ninety-Six Thousand only).

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Subsequently, the remuneration structure was reviewed, and Mr. Abhijit Srinivas Tamhankar voluntarily proposed a discretionary reduction in his remuneration, as a personal decision to align his compensation with the evolving nature of his role and responsibilities, which are now more strategic and advisory in character. The proposed reduction was placed before the Nomination and Remuneration Committee (“NRC”) and the Board of Directors, at their respective meetings held on 5th February 2026, which after due consideration of the proposal, the existing terms of appointment, and the applicable provisions of the Companies Act, 2013 (“the Act”), recommended the revision in remuneration, while noting that all other terms and conditions of his appointment shall remain unchanged.

It was noted that the proposed change shall be implemented by way of an Addendum to the Employment Agreement, amending Clause 5.1 relating to remuneration.

As the above constitutes a variation in the terms of appointment and payment of remuneration of a Managing Director, the proposal is required to be placed before the shareholders for approval by way of a resolution, in compliance with the provisions of Sections 196(4) and 197 read with Schedule V of the Act.

On the recommendation of the NRC, it is proposed that the remuneration payable to Mr. Abhijit Srinivas Tamhankar be revised and reduced to Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only) per month, aggregating to Rs. 42,00,000/- (Rupees Forty-Two Lakh Only) per annum, with retrospective effect from 1st December 2025, with such increments, variations, or modifications as may be determined by the Board of Directors from time to time, based on the recommendation of the NRC, subject to an overall maximum ceiling of Rs. 1,00,00,000/- (Rupees One Crore Only) per annum during his current tenure ending on 30th November 2028.

It is clarified that except for the aforesaid revision in remuneration, all other terms and conditions of his appointment, including tenure, designation, powers, duties and responsibilities, shall remain unchanged and shall continue to be governed by the Employment Agreement dated 1st December 2025, read with the proposed Addendum thereto.

Additional Information on Director recommended for appointment/re-appointment/revision or variation in terms of appointment and remuneration as required under Secretarial Standards-2 as prescribed by the Institute of Company Secretaries of India is provided in “Annexure-A” hereto.

Although only the remuneration is being revised, the perquisites, allowances and other terms of employment applicable to Mr. Abhijit Srinivas Tamhankar, as set out in the Employment Agreement are mentioned below for the reference of members.

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Remuneration

Salary, Allowances and Perquisites (hereinafter referred to as “Remuneration”):

1. REMUNERATION

- 1.1. The Company shall pay to Mr. Abhijit Srinivas Tamhankar during the continuance of Employment Agreement, in consideration of the performance of his duties, a fixed remuneration of INR 42,00,000 (Rupees Forty Two Lakh only) per annum, break up of which may be agreed mutually between the Parties, along with other retirement benefits (if any), and perquisites as are specified hereunder.
- 1.2. In addition to the remuneration payable under Employment Agreement, Mr. Abhijit Srinivas Tamhankar shall be entitled to be reimbursed by the Company for reasonable and necessary out-of-pocket business expenses incurred during the course of fulfilling his duties under this Agreement, including expenses for travelling, refreshments and any other expenses incurred by Mr. Abhijit on behalf of the Company. The Company will reimburse to Mr. Abhijit reasonable out-of-pocket expenses and disbursements directly attributable to the business of the Company, incurred by Mr. Abhijit which shall be borne by the Company and shall be reimbursed subject to Applicable Law and Company's policies.
- 1.3. Further, Mr. Abhijit Srinivas Tamhankar may be entitled to annual appraisal and increments as decided by the Board.
- 1.4. Any tax liability arising in respect of payments made pursuant to Employment Agreement or income earned by Mr. Abhijit Srinivas Tamhankar while this Agreement is in effect, shall be borne by Mr. Abhijit Srinivas Tamhankar. All payments made to Mr. Abhijit Srinivas Tamhankar pursuant to the Employment Agreement shall be subject to withholding taxes (if applicable) in accordance with the provisions of Applicable Law.

Mr. Abhijit Srinivas Tamhankar shall not be entitled to sitting fees for attending the meetings of the Board of Directors or any committee thereof.

The Board of Directors or Committee thereof may, on their discretion, revise/modify any of the terms and remuneration from time to time, within the stipulated limits.

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PERQUISITES

Mr. Abhijit Srinivas Tamhankar shall be entitled to the following perquisites which include but are not limited to:

1. Free use of Company owned Car for the business of the Company: [MH12PH1137]
2. Free telephone facility at the residence of Mr. Abhijit Srinivas Tamhankar.
3. Mobile facility including cost of the instrument, for the business purpose.

2. TERMS OF EMPLOYMENT

- 2.1. Unless terminated earlier in accordance with the provisions of Employment Agreement, the employment term of Mr. Abhijit as the Managing Director and Chairman of the Company, subject to Applicable Law, shall be: (a) for a period of Three (3) years from the Effective Date; or (b) until the Purchaser acquires all (and not merely a part) of the Remaining Sale Shares in accordance with the terms of the SHA, whichever occurs earlier, and thereafter, for the balance period up to the completion of Four (4) years from the Effective Date, Mr. Abhijit Srinivas Tamhankar shall continue to be employed in such capacity as may be mutually agreed between the Company and Mr. Abhijit Srinivas Tamhankar for transition and handholding purposes (“Term”).
- 2.2. Mr. Abhijit Srinivas Tamhankar hereby agrees to perform the duties and serve the Company on a majority portion of his working hours and best efforts basis on the terms set forth in Employment Agreement.
- 2.3. Subject to Applicable Law, Mr. Abhijit Srinivas Tamhankar hereby undertakes to devote material portion of his working time in the business of the Company, during the Term of this Agreement except during (i) permitted holidays and leave periods, (ii) reasonable periods of illness, (iii) other incapacity due to restriction under Applicable Law.
- 2.4. Mr. Abhijit Srinivas Tamhankar shall faithfully and diligently perform and exercise such powers in relation to Company and the Business, being consistent with his position and role, as vested or assigned to him from time to time by or under the authority of the Board.
- 2.5. Mr. Abhijit Srinivas Tamhankar shall be bound by any and all rules, regulations, policies and procedures of the Company, as amended from time to time, during the Term of Employment Agreement.
- 2.6. Mr. Abhijit Srinivas Tamhankar shall not have any claim against the Company for damages in the event and before the expiration of Employment Agreement, the tenure of his office is

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determined by reason of reconstruction or amalgamation whether by winding up of the Company or otherwise.

- 2.7. Mr. Abhijit Srinivas Tamhankar shall be entitled for continuity of services with the Company and shall not be deemed to be interrupted by reason of execution of Employment Agreement.

Subject to the superintendence, control and direction of the Board of Directors, Mr. Abhijit Srinivas Tamhankar shall manage and conduct the business and affairs of the Company with prime focus on business development, introduction of new products & categories, expansion strategies, driving business growth by identifying new prospects and converting more leads into customers.

The period of office of Mr. Abhijit Srinivas Tamhankar shall be liable to be determined by retirement of directors by rotation. If he is re-appointed as a Director, immediately on retirement by rotation, he shall continue to hold office of Managing Director and Chairman and such re-appointment as Director shall not be deemed to constitute a break in his appointment as a Managing Director.

A copy of the Amended Employment Agreement setting out the revised remuneration, terms and conditions of Mr. Abhijit Srinivas Tamhankar, Managing Director and Chairman of the Company, is open for inspection at the Registered Office of the Company on all working days of the Company during the business hours upto the date of the Extra Ordinary General Meeting and for the duration of the meeting.

The Company has disclosed all the related information and to the best of understanding of the Board of Directors, no other information and facts are required to be disclosed that may enable the Members to understand the meaning, scope and implications of the items of business and to take decision thereon:

Except, Mr. Abhijit Srinivas Tamhankar and his spouse, Mrs. Geeta Abhijit Tamhankar and Ms. Seema Rhusikesh Modak, member of the Company (Sister of Mrs. Geeta Abhijit Tamhankar), none of the Directors or the Manager or any other Key Managerial Personnel or their relatives are concerned or interested whether financially or otherwise, if any, in the resolution set out at Item No. 1, except to the extent of their shareholding, if any or directorship.

The Board of Directors of your Company recommends that the **Ordinary Resolution** under Item No. 1 be passed in the interest of your Company.

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ITEM NO. 2

Mrs. Geeta Abhijit Tamhankar (DIN: 00389092) has been associated with the Company for nearly three decades, having first joined the Board as a Director on 1st July 1998. Over the years, she has played a pivotal role in guiding the Company's strategic direction and growth.

Pursuant to the Share Purchase Agreement (“SPA”) dated 14th November 2025 executed between Shogini Technoarts Pvt Ltd, IL JIN Electronics (India) Private Limited (“IL JIN”), and the seller shareholders as listed therein in the SPA, together with the Shareholders' Agreement of the same date between the Company, IL JIN, Mr. Abhijit Srinivas Tamhankar and Mrs. Seema Rhushikesh Modak, it was agreed that an Employment Agreement be entered into between the Company and Mrs. Geeta Abhijit Tamhankar, setting out her revised remuneration, roles, responsibilities, and terms of re-appointment as Whole-time Director of the Company for a renewed three-year term effective 1st December 2025.

Accordingly, the Board of Directors of the Company, at its meeting held on 1st December, 2025, considered and approved the re-appointment of Mrs. Geeta Abhijit Tamhankar (DIN: 00389092) as Whole-time Director of the Company for a period of Three (3) years commencing from 1st December 2025 up to 30th November 2028, on the terms and conditions including remuneration as set out in the Employment Agreement dated 1st December 2025. The said appointment was thereafter placed before the Members and was approved at the Extra Ordinary General Meeting held on even date i.e. 1st December 2025. At the time of such appointment, the remuneration payable to her was fixed at Rs. 1,45,96,000/- (Rupees One Crore Forty-Five Lakh Ninety-Six Thousand only).

The Board further resolved to approve the execution of the Employment Agreement with Mrs. Geeta Abhijit Tamhankar (DIN: 00389092), thereby formalizing her continued engagement as Whole-Time Director of the Company. The Board placed on record its appreciation of Mrs. Geeta Abhijit Tamhankar (DIN: 00389092) longstanding association, leadership, and valuable contributions to the growth and governance of the Company and expressed confidence in her ability to steer the Company through its next phase of development.

Subsequently, the remuneration structure was reviewed, and Mrs. Geeta Abhijit Tamhankar voluntarily proposed a discretionary reduction in her remuneration, as a personal decision to align her compensation with the evolving nature of her role and responsibilities, which are now more strategic and advisory in character. The proposed reduction was placed before the Nomination and Remuneration Committee (“NRC”) and the Board of Directors, at their respective meetings held on 5th February 2026, which after due consideration of the proposal, the existing terms of appointment, and the applicable provisions of the Companies Act, 2013 (“the Act”), recommended the revision in

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remuneration, while noting that all other terms and conditions of her appointment shall remain unchanged.

It was noted that the proposed change shall be implemented by way of an Addendum to the Employment Agreement, amending Clause 5.1 relating to remuneration.

As the above constitutes a variation in the terms of appointment and payment of remuneration of Whole-time Director, the proposal is required to be placed before the shareholders for approval by way of a resolution, in compliance with the provisions of Sections 196(4) and 197 read with Schedule V of the Act.

On the recommendation of the NRC, it is proposed that the remuneration payable to Mrs. Geeta Abhijit Tamhankar be revised to Rs. 3,30,000/- (Rupees Three Lakh Thirty Thousand only) per month, aggregating to Rs. 39,60,000/- (Rupees Thirty-Nine Lakh Sixty Thousand Only) per annum with retrospective effect from 1st December 2025, with such increments, variations, or modifications as may be determined by the Board of Directors from time to time, based on the recommendation of the NRC, subject to an overall maximum ceiling of Rs. 1,00,00,000/- (Rupees One Crore Only) per annum during her current tenure ending on 30th November 2028.

It is clarified that except for the aforesaid revision in remuneration, all other terms and conditions of her appointment, including tenure, designation, powers, duties and responsibilities, shall remain unchanged and shall continue to be governed by the Employment Agreement dated 1st December 2025, read with the proposed Addendum thereto.

Additional Information on Director recommended for appointment/re-appointment/revision or variation in terms of appointment and remuneration as required under Secretarial Standards-2 as prescribed by the Institute of Company Secretaries of India is provided in “Annexure-A” hereto.

Although only the remuneration is being revised, the perquisites, allowances and other terms of employment applicable to Mrs. Geeta Abhijit Tamhankar, as set out in the Employment Agreement are mentioned below for the reference of members.

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Remuneration

Salary, Allowances and Perquisites (hereinafter referred to as “Remuneration”):

1. REMUNERATION

- 1.1. The Company shall pay to Mrs. Geeta Abhijit Tamhankar during the continuance of Employment Agreement, in consideration of the performance of her duties, a fixed remuneration of INR 39,60,000 (Rupees Thirty Nine Lakh Sixty Thousand only) per annum, break up of which may be agreed mutually between the Parties, along with other retirement benefits (if any), and perquisites as are specified hereunder:
- 1.2. In addition to the remuneration payable under this Agreement, Mrs. Geeta Abhijit Tamhankar shall be entitled to be reimbursed by the Company for reasonable and necessary out-of-pocket business expenses incurred during the course of fulfilling her duties under Employment Agreement, including expenses for travelling, refreshments and any other expenses incurred by Mrs. Geeta on behalf of the Company. The Company will reimburse to Mrs. Geeta Abhijit Tamhankar reasonable out-of-pocket expenses and disbursements directly attributable to the business of the Company, incurred by Mrs. Geeta Abhijit Tamhankar which shall be borne by the Company and shall be reimbursed subject to Applicable Law and Company’s policies.
- 1.3. Further, Mrs. Geeta Abhijit Tamhankar may be entitled to annual appraisal and increments as decided by the Board.
- 1.4. Any tax liability arising in respect of payments made pursuant to Employment Agreement or income earned by Mrs. Geeta Abhijit Tamhankar while Employment Agreement is in effect, shall be borne by Mrs. Geeta Abhijit Tamhankar. All payments made to Mrs. Geeta Abhijit Tamhankar pursuant to Employment Agreement shall be subject to withholding taxes (if applicable) in accordance with the provisions of Applicable Law.

Mrs. Geeta Abhijit Tamhankar shall not be entitled to sitting fees for attending the meetings of the Board of Directors or any committee thereof.

The Board of Directors or Committee thereof may, on their discretion, revise/modify any of the terms and remuneration from time to time, within the stipulated limits.

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PERQUISITES

Mrs. Geeta Abhijit Tamhankar shall be entitled to the following perquisites which include but are not limited to:

1. Free use of Company owned Car for the business of the Company: [MH12TS9672]
2. Free telephone facility at the residence of Mrs. Geeta Abhijit Tamhankar.
3. Mobile facility including cost of the instrument, for the business purpose.

2. TERMS OF EMPLOYMENT

- Unless terminated earlier in accordance with the provisions of Employment Agreement, the employment term of Mrs. Geeta Abhijit Tamhankar as the Director - Marketing & Commercial of the Company and as a Director on the Board of the Company, subject to Applicable Law, shall be: (a) for a period of Three (3) years from the Effective Date; or (b) until the Purchaser acquires all (and not merely a part) of the Remaining Sale Shares in accordance with the terms of the SHA, whichever occurs earlier, and thereafter, for the balance period up to the completion of Four (4) years from the Effective Date, Mrs. Geeta Abhijit Tamhankar shall continue to be employed in such capacity as may be mutually agreed between the Company and Mrs. Geeta Abhijit Tamhankar for transition and handholding purposes (“Term”).
- Mrs. Geeta Abhijit Tamhankar hereby agrees to perform the duties and serve the Company on a majority portion of her working hours and best efforts basis on the terms set forth in Employment Agreement.
- Subject to Applicable Law, Mrs. Geeta Abhijit Tamhankar hereby undertakes to devote material portion of her working time in the business of the Company, during the Term of this Agreement except during (i) permitted holidays and leave periods, (ii) reasonable periods of illness, (iii) other incapacity due to restriction under Applicable Law.
- Mrs. Geeta Abhijit Tamhankar shall faithfully and diligently perform and exercise such powers in relation to Company and the Business, being consistent with her position and role, as vested or assigned to her from time to time by or under the authority of the Board.
- Mrs. Geeta Abhijit Tamhankar shall be bound by any and all rules, regulations, policies and procedures of the Company, as amended from time to time, during the Term of Employment Agreement.

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- Mrs. Geeta Abhijit Tamhankar shall not have any claim against the Company for damages in the event and before the expiration of Employment Agreement, the tenure of her office is determined by reason of reconstruction or amalgamation whether by winding up of the Company or otherwise.
- Mrs. Geeta Abhijit Tamhankar shall be entitled for continuity of services with the Company and shall not be deemed to be interrupted by reason of execution of Employment Agreement.

Subject to the superintendence, control and direction of the Board of Directors, Mrs. Geeta Abhijit Tamhankar shall manage and conduct the business and affairs of the Company with prime focus on business development, introduction of new products & categories, expansion strategies, driving business growth by identifying new prospects and converting more leads into customers.

The period of office of Mrs. Geeta Abhijit Tamhankar shall be liable to be determined by retirement of directors by rotation. If she is re-appointed as a Director, immediately on retirement by rotation, she shall continue to hold office of Whole-Time Director and such re-appointment as Director shall not be deemed to constitute a break in her appointment as a Whole-Time Director.

A copy of the Amended Employment Agreement setting out the revised remuneration, terms and conditions of Mrs. Geeta Abhijit Tamhankar is open for inspection at the Registered Office of the Company on all working days of the Company during the business hours upto the date of the Extra Ordinary General Meeting and for the duration of the meeting.

The Company has disclosed all the related information and to the best of understanding of the Board of Directors, no other information and facts are required to be disclosed that may enable the Members to understand the meaning, scope and implications of the items of business and to take decision thereon.

Except, Mrs. Geeta Abhijit Tamhankar and her spouse, Mr. Abhijit Srinivas Tamhankar and Ms. Seema Rhushikesh Modak, member of the Company (Sister of Mrs. Geeta Abhijit Tamhankar), none of the Directors or the Manager or any other Key Managerial Personnel or their relatives are concerned or interested whether financially or otherwise, if any, in the resolution set out at Item No. 2, except to the extent of their shareholding, if any or directorship.

The Board of Directors of your Company recommends that the **Ordinary Resolution** under Item No. 2 be passed in the interest of your Company.

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ITEM NO. 3

As per provision of Section 188 of the Companies Act, 2013 (“the Act”) read with Rule 15 of Companies (Meetings of Board and its Powers) Rules, 2014, Related Party Transactions (RPT) such as sale, purchase or supply of any goods or materials; selling or otherwise disposing of, or buying, property of any kind; leasing of property of any kind; availing or rendering of any services; appointment of any agent for purchase or sale of goods, materials, services or property etc. which are not in ordinary course of business or not on arm’s length basis and exceeding the specified limits of turnover/net-worth require consent of the members through Ordinary Resolution.

The members are informed that the Company may be required to purchase or acquire assets or property of any kind from a related party, Mrs. Vibhavari Vijay Athavale, the mother of Mrs. Geeta Abhijit Tamhankar, Whole-Time Director of the Company, the value of which may exceed ten percent (10%) or more of the net worth of the Company as per its latest audited financial statements, thereby qualifying as a material RPT in terms of Act.

Such transactions fall within the ambit of Section 188 of the Act and Rule 15 of Companies (Meetings of Board and its Powers) Rules, 2014, and since same is not in the ordinary course of business, its require prior approval of both the Board and the shareholders.

The Audit Committee and the Board at their respective meetings held on 5th February 2026, granted omnibus approval for the Company to enter into the aforesaid material RPT involving the purchase of a parcel of land (Comprising of different GAT numbers valued at approximately Rs. 30 Crore from Mrs. Vibhavari Vijay Athavale, mother of Mrs. Geeta Abhijit Tamhankar, Whole-Time Director of the Company, for the purpose of meeting the Company’s business requirements.

As the proposed transaction involves the purchase of property, whether directly or through an appointed agent, and its value exceeds the prescribed materiality threshold of ten percent (10%) of the Company’s net worth (i.e., Rs. 10.72 crore), it qualifies as a material RPT under Section 188 of the Act. Accordingly, the prior approval of the shareholders by way of a resolution is required.

The Board of Directors therefore recommends the proposed transaction for approval of the shareholders, and such approval is being sought at the ensuing Extraordinary General Meeting.

The details required under Rule 15 of Companies (Meetings of Board and its Powers) Rules, 2014 are as follows:

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Sl. No.	Particulars	Details
1.	Name of the related party	Mrs. Vibhavari Vijay Athavale
2.	Name of the director or key managerial personnel who is related, if any	Mrs. Geeta Abhijit Tamhankar
3.	Nature of relationship	Mrs. Vibhavari Vijay Athavale is the mother of Mrs. Geeta Abhijit Tamhankar
4.	Nature, material terms, monetary value and particulars of the contract or arrangement	<p>Nature of the Contract:</p> <p>The Company proposes to enter into a contract with Mrs. Vibhavari Vijay Athavale, the mother of Mrs. Geeta Abhijit Tamhankar, Whole-Time Director of the Company, for the purchase of a parcel of land. The land is valued at approximately Rs. 30 Crore and will be acquired for the purpose of meeting the Company's business requirements.</p> <p>Duration of the Contract:</p> <p>The duration of the contract will depend on the completion of all legal formalities.</p> <p>The expected timeline for finalizing the transaction is contingent on the execution of the sale agreement and transfer of ownership, which will be completed at the earliest possible date.</p> <p>Particulars of the Contract/Arrangement:</p> <ul style="list-style-type: none"> • Parties Involved: The contract will be between the Company and Mrs. Vibhavari Vijay Athavale. • Transaction Type: Purchase of property (land). • Value: The total value of the land is approximately Rs. 30 Crore.

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		<ul style="list-style-type: none"> • Purpose: The land will be used for the Company's business expansion and operational needs. • Terms: The terms of the transaction will be in accordance with standard contractual provisions, ensuring compliance with applicable laws, including the arm's length principle. • Approvals Required: As the transaction exceeds the prescribed materiality threshold, it requires prior approval from the members of the Company.
5.	Any other information relevant or important for the members to take a decision on the proposed resolution	Transactions will be entered into at prevailing market price and on an arm's length basis. All other requisite information pertaining to the said matter has been duly disclosed to the Members, enabling them to make an informed decision on the proposed transaction.

Except, Mrs. Geeta Abhijit Tamhankar and her spouse, Mr. Abhijit Srinivas Tamhankar and Ms. Seema Rhushikesh Modak, member of the Company (Sister of Mrs. Geeta Abhijit Tamhankar), none of the Directors or the Manager or any other Key Managerial Personnel or their relatives are concerned or interested whether financially or otherwise, if any, in the resolution set out at Item No. 3, except to the extent of their shareholding, if any or directorship.

The Board of Directors of your Company recommends that the **Ordinary Resolution** under Item No. 3 be passed in the interest of your Company.

ITEM NO. 4

Pursuant to the provisions of section 148(3) of the Companies Act, 2013 (hereinafter referred to as 'the Act') read with Rule 14 of the Companies (Audit and Auditors) Rules, 2014 (including any statutory amendment(s) or re-enactments thereof) and all other applicable rules, regulations and guidelines framed thereunder as may be applicable from time to time, on the recommendation of the Audit Committee, the Board of Directors of the Company at their meeting held on 01st December 2025, approved the appointment of M/s K.G. Goyal & Associates, a firm of Cost Accountants (Firm Registration No. 000024), having its office at 4A, Pocket 2, Mix Housing Scheme, New Kondli, Mayur

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Vihar – III, New Delhi – 110096 as a Cost Auditor of the Company for the financial year 2025-26 at a remuneration of Rs. 15,000/- (Rupees Fifteen Thousand Only) excluding the applicable tax and out-of-pocket expenses, if any, as may be incurred during the said audit.

In terms of the provisions of Section 148(3) of the Act read with Rule 14(a)(ii) of the Companies (Audit and Auditors) Rules, 2014, the remuneration payable to the Cost Auditor is required to be ratified by the Members of the Company. Accordingly, the consent of the Members is sought to ratify the remuneration payable to the Cost Auditor.

The partners of the Firm hold a valid certificate of practice under sub-section (1) of Section 6 of Cost and Works Accountants Act, 1959.

M/s K.G. Goyal & Associates, a firm of Cost Accountants, had certified that their appointment is within the limits prescribed under section 141(3)(g) read with section 148 of the Act and further they are independent firm of Cost Accountants and having arm's length relationship with our Company.

M/s. K.G. Goyal & Associates also confirmed that there are no orders or proceedings which are pending against their firm or any of their partners relating professional matters of conduct before the Institute of Cost Accountants of India or any competent authority or any court.

None of the Directors or the manager or any other key managerial personnel or their relatives has got any concern or interest whether financial or otherwise, if any, in respect of an Ordinary Resolution proposed at item No. 4.

The Company has disclosed all the related information and to the best of understanding of the Board of Directors, no other information and facts are required to be disclosed that may enable the members to understand the meaning, scope and implications of the items of business and to take decision thereon.

The Board of Directors of your Company recommends that the **Ordinary Resolution** under Item No. 4 be passed in the Interest of your Company.

Shogini Technoarts Pvt. Ltd.

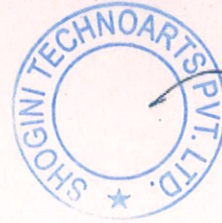
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By order of the Board of Directors
For Shogini Technoarts Pvt Ltd



(Jasbir Singh)
Director

DIN: 00259632

Address: 514A, The Camellias, DLF Golf Links,
Golf Course Road Gurgaon Haryana – 122001

Place: Gurugram

Date: 5th February 2026

Shogini Technoarts Pvt. Ltd.

REGD. OFFICE :
 S.No. 5 (P), Hissa No. 2/4/2, Shogini Building,
 Katraj-Dehuroad By-Pass, Near Sinhagad Road Fly over
 Ambegaon Budruk, Taluka Haveli, Dist. Pune – 411046.
 Tel. : 020 66471700
 Email : Info@shogini.com
 Website : www.shogini.com

WORKS :
 Gat No. 788, Khed Shivapur,
 Taluka Haveli, Dist. Pune, 412205
 Fax : 020 66471820
 Tel. : 020 66471800
 Email : streception@shogini.com
 CIN – U32104PN1982PTC028059

ANNEXURE - A

ADDITIONAL INFORMATION ON DIRECTOR RECOMMENDED FOR APPOINTMENT AS REQUIRED UNDER SECRETARIAL STANDARDS-2 AS PRESCRIBED BY THE INSTITUTE OF COMPANY SECRETARIES OF INDIA

Name of Director	Mr. Abhijit Srinivas Tamhankar	Mrs. Geeta Abhijit Tamhankar
Age	56 Years	53 Years
Qualifications	Bachelor's degree in Computer Engineering from Pune University. Diploma in Business Management from Pune University.	Bachelor's degree in Electronics & Telecommunication Engineering from Pune University.
Experience	He is currently the Managing Director and Chairman of Shogini Technoarts Pvt Ltd ("Shogini") since 01 December 2025. In the past, he served as Chairman & Managing Director of Shogini from 2023 onwards, and as Managing Director & CEO of Shogini from 2017 to 2023. He also served as a Whole-Time Director of Shogini since 1996. Before joining Shogini he served as the IT Department Head at ARAI for 4 years, overseeing all information technology functions & strategies.	She is currently the Whole-Time Director Designated as Director Marketing & Commercial of Shogini Technoarts Pvt Ltd ("Shogini"). She has 27 years of Experience of PCB Manufacturing.
Terms and conditions of appointment or re-appointment	Members are requested to refer to the Explanatory Statement pertaining to Agenda Item No. 1.	Members are requested to refer to the Explanatory Statement pertaining to Agenda Item No. 2.
Details of remuneration	<u>Details of remuneration sought to be paid</u>	<u>Details of remuneration sought to be paid</u>

Shogini Technoarts Pvt. Ltd.

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<p>n sought to be paid and the remuneration last drawn by such person, if applicable</p>	<p>Mr. Abhijit Srinivas Tamhankar (DIN: 01515483) shall be entitled to receive, INR 42,00,000 (Indian Rupees Forty Two Lakh only) per annum, as per the revised Employment Agreement.</p> <p><u>Last drawn remuneration</u></p> <p>The remuneration of Rs. 1,54,96,000/- per annum, along with such other perquisites as may be permissible under the Company's policies, was approved by the shareholders at their meeting held on 1st December 2025. However, in view of the voluntary revision of the remuneration with retrospective effect from 1st December 2025, the said remuneration has not been drawn.</p> <p>Accordingly, in light of the above, the remuneration actually drawn during the financial year 2024–25 is set out below:</p> <p>Rs. 4,22,50,643/- per annum plus any other perquisites as allowed to him as per the Company's policy.</p>	<p>Ms. Geeta Abhijit Tamhankar (DIN: 00389092) shall be entitled to receive, INR 39,60,000 (Indian Rupees Thirty-Nine Lakh Sixty Thousand only) per annum, as per the revised Employment Agreement.</p> <p><u>Last drawn remuneration</u></p> <p>The remuneration of Rs. 1,45,96,000/- per annum, along with such other perquisites as may be permissible under the Company's policies, was approved by the shareholders at their meeting held on 1st December 2025. However, in view of the voluntary revision of the remuneration with retrospective effect from 1st December 2025, the said remuneration has not been drawn.</p> <p>Accordingly, in light of the above, the remuneration actually drawn during the financial year 2024–25 is set out below:</p> <p>Rs. 1,40,20,000/- per annum plus any other perquisites as allowed to her as per the Company's policy.</p>
<p>Date of first appointment on the Board</p>	<p>1st September 1996</p>	<p>1st July 1998</p>
<p>Shareholding in the company</p>	<p>99,000 (10%)</p>	<p>Nil</p>

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Relationship with other Directors, Manager and other Key Managerial Personnel of the Company	Mrs. Geeta Abhijit Tamhankar - Spouse	Mr. Abhijit Srinivas Tamhankar - Spouse
Number of Meetings of the Board attended during the year	11	11
Other Directorships	Nil	Nil

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Route Map to the Venue of the Extra Ordinary General Meeting of Shogini Technoarts Pvt Ltd to be held at a shorter notice on Friday, 20th day of February 2026 at 01:30 P.M. IST at the registered office of the Company at Gat No. 788, Khed Shivapur, Tal Haveli, Pune, Maharashtra, India-412 205

