



**Tarai
Foods
Ltd.**

14th FEBRUARY, 2017

TO
BSE LIMITED
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai, Maharashtra-400001

**SUB: INTIMATION OF APPOINTMENT OF MR. GANESH KUMAR AS AN
ADDITIONAL DIRECTOR IN THE CAPACITY OF NON EXECUTIVE &
INDEPENDENT DIRECTOR.**

Dear Sir,

In pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby inform you that the Board of Directors in their meeting held on 14th February, 2017 appointed Mr. Ganesh Kumar (DIN: 07722602) as an Additional director (Independent) of the Company for a term of Five years upto 13th February, 2022 which shall be subject to approval of Shareholders in ensuing General Meeting.

We further confirm that Mr. Ganesh Kumar is not related to any Directors of the Company.

The terms of appointment of Independent Directors is enclosed herewith.

Yours Faithfully

For **TARAI FOODS LIMITED**

RAMPYARE SINGH
WHOLE TIME DIRECTOR
DIN: 03615102
1/3/3 PHOOLBAGH PANT NAGAR
UDHAM SINGH NAGAR-263145

Dealing Office :

#420, Ansal Tower,
38, Nehru Place,
New Delhi-110019

Tel.: 011-41016639

E-mail : taraifoods@gmail.com

Regd. Office :

13, Hanuman Road,
Connaught Place,
New Delhi-110051

Head Office and Plant :

Sandhu Farms

P.O. Box No. 18

Rudrapur-263 153

Distt. Udham Singh Nagar
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Tel.: (05944) 244394/7

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CIN No. : L15142DL1990PLC030291

Website : www.taraifoods.com



Ganesh Kumar
Green Park, Dibdiba,
Kaushalganj Rampura Bujurg,
Rampur, Uttar Pradesh-244923

Dated: 14th FEBRUARY, 2017

Dear Mr. Ganesh Kumar

**Sub.: Appointment as an Independent Director of TARAI FOODS LIMITED
(the "Company")**

On behalf of the Company, I wish to inform you about your appointment as an Additional Director (Independent) by the Board of Directors of the Company in Board Meeting dated 14th February, 2017. The terms of the appointment, which shall, in any event be subject to the Articles of Association of the Company, are set out below.

Subject to the detailed terms of this letter, as an Additional Director (Independent) you will hold office upto the date of the ensuing Annual General Meeting of the Company. You may be appointed as an Independent Director by the shareholder of the Company in the ensuing Annual General Meeting under the provisions of the Companies Act, 2013 for a terms Five years upto 13th February, 2022.

1. Appointment

- 1.1 Your appointment as a Non-Executive Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013.
- 1.2 The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
- 1.3 In terms of the provisions of Section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
- 1.4 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

2. Committees

As per the Board' Current Assessment, you will be the Chairman of following Committees:

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- Audit Committee
- Nomination and Remuneration Committee
- Stakeholder Relationship Committee

3. Time Commitment :

- 3.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets atleast four times in a year. The Audit Committee also meets atleast four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee & Stakeholders' Relationship Committee which are ordinarily convened as per the requirements.
- 3.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Role and Duties :

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements), 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

You shall abide by the 'Code of Conduct for Independent Director' as outlined in Schedule IV to Section 149(8) of Companies Act, 2013 and obligations under Regulation 25 of SEBI (Listing Obligations and Disclosure Requirements), 2015

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5. Remuneration :

5.1 The Company does not give any Remuneration to all of its Directors.

6. Conflict of Interest

6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

6.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.

7. Prohibition of Insider Trading :

You will follow the requirements of Companies Act, 2013 and SEBI Regulations which inter- alia requires that price sensitive information is not used or transmitted. You should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

8. Evaluation process :

Your performance shall be done by the Board of Directors annually without your participation. You will be responsible for reviewing the performance of non-Independent directors and Board as a whole, performance of Chairperson and other Independent directors.

9. Independent Professional Advice :

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

10. Disclosure of Interest :

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

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11. Termination

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

12. Publication of the letter of Appointment

In line with the provisions of Clause IV of sub clause 6 of Schedule IV, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

13. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the exclusive jurisdiction of courts of Delhi.

If you are willing to accept these terms of appointment relating to your appointment as a non executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the duplicate copy of this letter.

Yours sincerely

Rampyare Singh
Whole Time Director
DIN: 03615102
1/3/3 Phoolbagh Pant Nagar
Udham Singh Nagar-263145

For and on behalf of Tarai Foods Limited

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed

Name: Ganesh kumar
Dated :14th February, 2017

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