



**TARAI
FOODS
LTD**

Dealing Office:
420, Ansal Towers, 38
Nehru Place, New Delhi
Pin No-110019
Tel.: 01141018839
Email Id :
taraifoods@gmail.com

Regd. Office:
13 Hanuman Road,
Connaught Place, New Delhi
Pin No-110001

Head Office and Plant:
Sandhu Farm, P.O. Box No-18
Rudrapur-263153, U. S. Nagar
Uttarakhand
Tel: 05944244304 / 7
Email Id-
taraifoods.rdr@gmail.com

CIN NO
L15142DL1990PLC039291

Website: www.taraifoods.com

8th December, 2021

The Assistant General Manager (Corporate Service),
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street
Mumbai - 400001.

SUB: Intimation of Appointment of Independent Directors in the Board of Tarai Foods Limited (hereinafter referred to as the Company).

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 its meeting held on 8th December, 2021 appointed Mr. Satish Kumar (DIN: 09360435), Mr. Bhupender Singh Johal (DIN: 01983665) and Mr. Mandeep Grewal (DIN: 03614401) as Additional directors (Independent) of the Company for a term of Five years upto 7th December, 2026 which shall be subject to approval of Shareholders in ensuing Annual General Meeting.

We further confirm that Mr. Satish Kumar, Mr. Bhupender Singh Johal and Mr. Mandeep Grewal are not related to any Directors of the Company.

The terms of appointment of Independent Directors is enclosed herewith.

Yours Faithfully

For TARAI FOODS LIMITED

Mr. Vijay Kant Asija



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Mandeep Grewal
H-13, Nainital Road, Ward No. 18, Ravindra
Nagar, Kalyani View, Rudrapur Uttarkand-263153

Dated: 08.12.2021

Dear Mr. Mandeep Grewal

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 in the capacity of Independent Director by the Board of Directors of the Company in Board Meeting dated 8th December, 2021. 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 in the capacity of Independent Director 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 7th December, 2026.

1. Appointment

- 1.9 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.
- 1.10 The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
- 1.11 In terms of the provisions of Section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
- 1.12 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 become the member of the following Committees:

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



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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 at least four times in a year. The Audit Committee also meets at least 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

5. Conflict of Interest

- 5.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment



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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.

- 5.2 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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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



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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.

11. 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.

12. 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

Mr. Gurprit Singh Sandhu
Managing Director
DIN: 00053527
Address: Sandhu Farms,
Rudrapur, Uttarakhand

For and on behalf of
Tarai Foods Limited

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

Signed: _____

Name: Mandeep Grewal
Dated: 8th December, 2021



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Satish Kumar
H-159, HAVS Vihar, Bhurarani,
Rudrapur Uttarkand-263153

Dated: 08.12.2021

Dear Mr. Satish 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 in the capacity of Independent Director by the Board of Directors of the Company in Board Meeting dated 8th December, 2021. 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 in the capacity of Independent Director 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 7th December, 2026.

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 become the member of the following Committees:

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



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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 at least four times in a year. The Audit Committee also meets at least 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.

5. Conflict of Interest



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5.1 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.

5.2 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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.



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- 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.

11. 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.

12. 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

Mr. Gurprit Singh Sandhu
Managing Director
DIN: 00053527
Address: Sandhu Farms,
Rudrapur, Uttarakhand

**For and on behalf of
TaraiFoods Limited**

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

Signed:

Name: Satish Kumar
Dated: 8th December, 2021



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Bhupender Singh Johal
H-13, Nainital Road, Ward No. 18, Ravindra
Nagar, Kalyani View, Rudrapur Uttarkand-263153

Dated: 08.12.2021

Dear Mr. Bhupender Singh Johal

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 in the capacity of Independent Director by the Board of Directors of the Company in Board Meeting dated 8th December, 2021. 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 in the capacity of Independent Director 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 7th December, 2026.

1. Appointment

- 1.5 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.
- 1.6 The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
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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

Mr. Gurprit Singh Sandhu
Managing Director
DIN: 00053527
Address: Sandhu Farms,
Rudrapur, Uttarakhand

**For and on behalf of
Tarai Foods Limited**

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

Signed: _____

Name: Bhupender Singh Johal
Dated: 8th December, 2021