

Received  
Swaike  
18/4/19



To,  
**Ms. Shruti Swaika**  
6, Moore Avenue, Tollygunge  
Kolkata-700 040

Dated: 18.04.2019

**Re: Your Appointment as the Independent Director of  
Keventer Agro Limited**

Hearty welcome to Keventer Agro Limited as Independent Director of the Board of our Company. We are pleased to confirm your appointment as Non-Executive-Independent Director on the Board of Directors of Keventer Agro Limited (hereinafter referred to as KAL or the Company) for a term of five years with effect from 18<sup>th</sup> April, 2019. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

**1. Appointment**

Your term of appointment as Non-Executive Independent Director is for a term of five years on the Board of Directors of KAL with effect from 18<sup>th</sup> April, 2019. Your appointment is subject to approval of the Shareholders as per the provisions of the Companies Act, 2013. As an Independent Director you will not be liable to retire by rotation.

**2. Committees**

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. 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.

**3. Role and Duties**

As a member of the board, your role, duties and responsibilities, will be those normally required of a Non-Executive Independent Director under Section 166 of the Companies Act, 2013 read with Schedule IV of the Act.

**4. Remuneration, etc.**

**Fees/Commission:** You will be paid sitting fees of Rs. 10000/- per meeting of Board/Committee.

**Reimbursement of Expenses:** In addition to the remuneration described, hereinabove, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

**Keventer Agro Limited**

Registered Office: 34/1 D.H. Road, Kolkata - 700027, West Bengal, India. Ph: +91 33 71056200/01, F: +91 33 24492242

Website: www.keventer.com | CIN Number: U15419WB1900PLC040720 | E-mail: kavenferho@keventer.com



**5. Code of Conduct & other compliances**

During the appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other requirements as the Board of Directors may from time to time specify. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Companies Act.

**10. Disclosure of Interest**

You shall disclose material interest that 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 contracts with a particular person, firm or company is acceptable.

This letter constitutes neither a contract for services nor a service contract.

Please confirm your agreement to the terms of appointment relating to your appointment as a non-executive Independent Director of KAL by signing and returning to us the enclosed copy of this letter.

Thanking You

Yours Faithfully

**For Keventer Agro Limited**

  
**Sanjay Gupta**  
Company Secretary



**Keventer Agro Limited**

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