



THE ANANDAM RUBBER COMPANY LIMITED

41/298-D2, 2nd Floor, Saniya Plaza, Mahakavi Bharathiyar Road,
Near KSRTC Bus Stand, Ernakulam, Kerala, Cochin - 682 035

Phone: 0484-4032952, 6596725

CIN: L25191KL1942PLC000045

Letter of appointment of Independent Director

Date 04.05.2017

Ref: ARC/2017/ID_App_02

To,

Mr. Kunal Mahendra Bhakta

601, Paras Building, Navroji Lane,

Ghatkopar(w), Mumbai- 400002

Hearty welcome to The Anandam Rubber Company 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 The Anandam Rubber Company Limited for a term of five years with effect from May 04, 2017 subject to the approval of the Shareholders in the forthcoming Annual General Meeting of the Company.

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 the company with effect from May 04, 2017. Your appointment shall be subject to approval of the Shareholders in the forthcoming General Meeting and as per the provisions of the Companies Act, 2013.



As an Independent Director you will not be liable to retire by rotation. The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI(Listing Obligation and Disclosure Requirement) Regulation 2015. Your appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and the SEBI(Listing Obligation and Disclosure Requirement) Regulation 2015.

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. Your appointment on such Committee(s) will be subject to the applicable laws and regulations.

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 the Companies Act, 2013 and the SEBI (Listing Obligation and Disclosure Requirement) Regulation 2015.

In terms of Section 166 of the Companies Act, 2013, you shall

- I. act in accordance with the Company's Articles of Association.
- II. 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, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- III. exercise your duties with due and reasonable care, skill and diligence.



IV. 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. not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

VI not assign your office as Director and any assignments so made shall be void.

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act and applicable clause of SEBI(Listing Obligation and Disclosure Requirement) Regulation 2015 .

In addition to the above you shall also be abide by the code of conduct devised by the company for the board and senior management.

For your ready reference, the relevant provisions have been extracted and attached to this letter as **Annexure A**.

4. Remuneration, etc.

Fees/Commission:

You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and/or approved by the Shareholders from time to time.

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 authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives and Insider Trading Code



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, 2013 and SEBI (Listing Obligation and Disclosure Requirement) Regulation 2015.

6. Conflict of Interest

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.

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 Company Secretary.

7. Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. Your appointment and re appointment on the Board shall be subject to the outcome of the evaluation process.

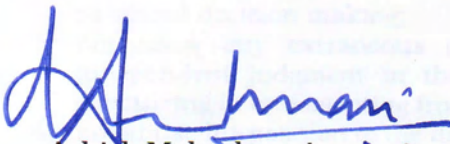
8. Termination

1. 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.



2. Continuation of your appointment is contingent on your getting elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, in the coming general meeting. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
3. 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.

With Regard
Yours sincerely,
For and on behalf of, **The Anandam Rubber Company Limited**



Ashish Maheshwari
Managing Director
(DIN: 01575984)





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Letter of appointment of Independent Director

Date 04.05.2017

Ref: ARC/2017/ID_App_01

To,

Mr. Gandhi Gamji
B-1304, Fortune Towers,
Madhapur, Hyderabad- 500081

Hearty welcome to The Anandam Rubber Company 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 The Anandam Rubber Company Limited for a term of five years with effect from May 04, 2017 subject to the approval of the Shareholders in the forthcoming Annual General Meeting of the Company.

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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, 2013 and SEBI(Listing Obligation and Disclosure Requirement) Regulation 2015 .

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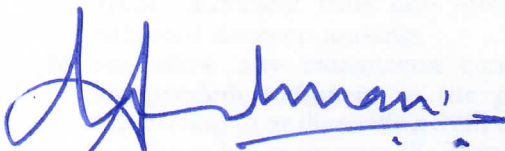
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Ashish Maheshwari
Managing Director
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