



KILKOTAGIRI AND THIRUMBADI PLANTATIONS LTD

(Formerly known as The Thirumbadi Rubber Company Ltd)



CIN : U01116KL1919PLC017342

Registered Office :

Thirumbadi Estate, Mokkal Post - 673 602, Kozhikode. ☎ : 0495 - 2297151

✉ : trcestate@kktrc.com 🌐 www.kktrc.com, www.kktindia.in

Head Office & Administrative Office :

Pinnacle Krishna, 581/4, 2nd Floor
D.B.Road, R.S.Puram, Coimbatore - 641 002
☎ : 0422 - 4361340, 4361341
✉ : headoffice@kktrc.com

Tea Division :

Kilkotagiri Estate
Kilkotagiri Post
Nilgiris - 643 216 (TN)
☎ : 04266 - 276222, 276365
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Rubber Division :

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LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

13th September 2024

To,

Shri. Sushil Kumar Dhandhanian
(DIN: 00181159)
4, Middle Street,
Kolkata – 700071

Dear Sir,

Sub: Appointment Letter

We are pleased to inform you that the shareholders at their Annual General Meeting held on 13th September 2024 have approved your appointment as an "Independent Director" (ID) of the Company, as envisaged under Section 149 read with Schedule IV and other applicable provisions of the Companies Act, 2013 (as amended).

The terms and conditions of your appointment are as follows:

1. The term of appointment:

Your appointment as an Independent Director is for a period of five (5) years commencing from 6th August 2024 to 5th August, 2029 during which period you will not be subject to retirement by rotation. Your tenure will also be subject to your continuing to meet the criteria of independence as prescribed under Section 149(6) of the Companies Act, 2013 read with Companies (Appointment and Qualification of Directors) Rules, 2014 (including any statutory amendments or modifications or re-enactments thereof for the time being in force).

2. The expectation of the Board from the Independent Director

a. *Time Commitment:-* The Company anticipates a commitment of sufficient time and attention as necessary in order to perform your duties under the appointment.



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- b. *Strategy:-* The Company expects that you will constructively contribute to the development of strategy.
- c. *Performance:-* You shall scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- d. *Risk:-* You should satisfy yourself that the financial information is accurate and that financial controls and systems of risk management are robust and defensible.
- e. *Confidentiality:-* You must apply the highest standards of confidentiality and not disclose to any person or Company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the Company and any group Companies with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.

3. Appointment on the Board-level committees and its tasks.

During your tenure of appointment you may be asked to serve on one or more of the board Committees and you will be provided with copies of the terms of reference for each of those committees.

4. The fiduciary duties that come with such appointment along with accompanying liabilities:

- a. You will submit a declaration in the beginning of every financial year under section 149 (7) of the Companies Act, 2013 ("the Act") during your tenure confirming that you meet the criteria of independence.
- b. You will promptly inform the Board of any change in the status of your independence.
- c. You shall not breach any of the terms and conditions pertaining to Independent Directors as mentioned in the Companies Act, 2013 or any other Act or Regulations.
- d. You shall display utmost alacrity in approving financial statements.
- e. You shall disclose interest in any of the contracts or arrangements proposed to be entered by the Company and should disclose the interest on periodical basis as required under law.



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- f. You shall strive to attend all meetings including Board, Committee and General Meetings. You shall actively participate in the meetings.
- g. You shall not compromise or allow to compromise "Independence"
- h. You shall not misuse the assets, property, information or any other matter that may be in possession, in the capacity as a Director of the Company.
- i. You shall ensure compliance of all the laws of the land.

The above list is only indicative and not exhaustive.

5. The list of actions that a director should not do while functioning as such in the Company.

You shall not

- i. misuse the information in your possession for personal gains.
- ii. engage in any way (both directly or indirectly) with the competitors.
- iii. In any way indulge in activities which may be construed as conflict of interest.
- iv. Break any law of the land or indulge or provoke the co-directors or employees to do the same.

The above list is only indicative and not exhaustive.

6. The remuneration mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.

The remuneration policy for Non-Executive Directors, including the Independent Directors, is reviewed by the Board or committee thereof. Presently all the non-executive directors are remunerated by way of sitting fees for attending the Board and committee meetings, apart from the actual expenses incurred in connection with the attending the Board Meeting, Committee Meetings and General Meetings.

7. Miscellaneous

- (i) This letter constitutes the entire terms and conditions of your appointment and no waiver or modification shall be valid, unless made in writing and signed by you and the company.



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- (ii) Your engagement with the company is governed by and shall be construed in accordance with the Indian laws and your engagement shall be subject to the jurisdiction to the courts of India.
- (iii) During the tenure of your office, the number of companies in which you hold office as a director or a chairman or committee members shall not exceed the limits stipulated under the Act.

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter. We thank you for your continued support and commitment to the Company.

Yours Sincerely,
For Kilkotagiri and Thirumbadi Plantations Limited

Shashi Bangur
Director
DIN: 00053300

ACCEPTANCE OF APPOINTMENT

I have read and understood the terms of my appointment as an Independent Director of the company and I hereby affirm my acceptance to the same.

Sushil Kumar Dhandhania



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LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

13th September 2024

To,

Shri. Krishna Kumar Lohia
(DIN: 00690802)
18 C, Alipore Road,
Kolkata – 700 027

Dear Sir,

Sub: Appointment Letter

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Yours Sincerely,

For Kilkotagiri and Thirumbadi Plantations Limited

Shashi Bangur

Director

DIN: 00053300

ACCEPTANCE OF APPOINTMENT

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sd/-

Krishna Kumar Lohia