



Reg. Office:-

**SIMRAN  
FARMS LIMITED**

1-B, Vikas Rekha Complex, Tower Chouraha,  
Khatiwala Tank, Indore - 452 001 (M.P.)  
Phone : 0731-4255900 Fax : 0731-4255949

CIN : L01222MP1984PLC002627

E.Mail.: [compliance@simranfarms.com](mailto:compliance@simranfarms.com)

Date: 30<sup>th</sup> June, 2021

**To,**  
**MR. DARSHAN SINGH ANAND**  
**DIN: 09219026**  
101, Emerald Regency, 58 Palsikar Colony,  
Indore (M.P) -452001

Dear Sir,

**Sub: Your appointment as an Additional Director as well as Non-Executive Independent Director on the Board of Directors of the Company.**

With reference to the above captioned subject, we are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee, the Board of Director of the Company have appointed you as an Additional Director as well as Non-Executive Independent Director of the Company with effect from 30<sup>th</sup> June, 2021 for a period of 5 years i.e. from 30<sup>th</sup> June, 2021 to 29<sup>th</sup> June, 2026 in the meeting of Board of Directors of the Company held on 30<sup>th</sup> June, 2021 subject to approval of the members in the forthcoming General Meeting of the Company.

This letter sets out the terms of your appointment:

**1) Term of Appointment:**

In accordance with the provisions of the Companies Act, 2013 and other applicable laws as may be applicable, you will serve as an Independent Director on the Board of the Company for a period of 5 (five) years from the date of your appointment. Your appointment is subject to the approval of shareholders in their ensuing General Meeting.

In compliance with the provisions of Section 149(13) of the Companies Act, 2013 and the relevant rules made there under, your directorship is not subject to retirement by rotation.

**2) Expectation of the Board of Directors/Committees of the Company:**

As a Non-Executive Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to provide help to the Board with effective leadership in relation to the Company's strategy,

*Handwritten signature*

performance, and risk management as well as ensuring high standards of financial probity and Corporate Governance.

**3) Committee:**

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 may be set up in the future. Currently, the Board has 4 (Four) Committees i.e. Audit Committee; Nomination and Remuneration Committee, Stakeholders' Relationship Committee and Corporate Social Responsibility Committee. Your membership of the Committees may be revised by the Board as it deems fit from time to time.

**4) Time Commitment**

You are expected to attend Board and the Board Committee meetings to which you may be appointed and Shareholder meeting and to devote such time, as appropriate for you to discharge your duties effectively.

The Board meets at least four times in a year. The Chairperson of the Board, in consultation with the Company Secretary and the Committee Chairperson, determines the frequency and duration of the committee meetings.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations for your role as a Non-Executive Independent Director to the satisfaction of the Board.

**5) Fiduciary Duties:**

Your role and duties will be those normally required of a Non-Executive Independent Director under Companies Act, 2013 and as per the SEBI (LODR), Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature which you need to fulfill as a member of the Board and they 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 interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- (iii) You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.

- (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 assignment so made shall be void.
- (vii) You shall undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the company;
- (viii) You shall seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- (ix) You shall strive to attend every meeting of the Board and of the Board Committees of which you are a member.
- (x) You shall actively and constructively participate in the Board/Committee of the Board in which you may be a member or the Chairman/Chairperson.
- (xi) You shall not unfairly obstruct the proper functioning of the Board/Committees.
- (xii) You shall also strive to attend the Meetings of Independent Directors as prescribed under the provisions of the Companies Act 2013.
- (xiii) You shall strive to attend the general meetings of shareholders of the Company.
- (xiv) You shall ensure that any concern that you may have about the running of the Company are addressed by the Board and seek inclusion of these concerns in the Board minutes to the extent these concern are not resolved.
- (xv) You shall keep yourself well informed about the Company and the external environment in which it operates.
- (xvi) You shall ensure that related party transactions are adequately deliberated and considered carefully before they are approved and are in the interest of the Company.
- (xvii) You shall ensure that the Whistleblower/Vigil mechanism function of the Company is functioning adequately and the interest of the person using it is not prejudicially affected.
- (xviii) You shall report concerns about unethical behavior, actual or suspected fraud or violation of the Company's Code of Conduct and Ethics.
- (xix) You shall not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished

price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

**6) Professional Conduct:**

As an Independent Director,

- (i) You shall uphold ethical standards of integrity and probity;
- (ii) You shall act objectively and constructively while exercising your duties;
- (iii) You shall exercise your responsibilities in a bona fide manner in the interest of the company;
- (iv) You shall devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- (v) You shall not allow any extraneous considerations that will vitiate your exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- (vi) You shall not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- (vii) You shall refrain from any action that would lead to loss of your independence;
- (viii) You shall inform the Board immediately in the event a circumstance arises which makes you lose your independence.
- (ix) You shall assist the Company in implementing the best corporate governance practices.

**7) Role and Functions:**

As an Independent Director,

- (i) You shall help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (ii) You shall bring an objective view in the evaluation of the performance of Board and Management;
- (iii) You shall scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (iv) You shall satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;

- (v) You shall safeguard the interests of all stakeholders, particularly the minority shareholders;
- (vi) You shall balance the conflicting interest of the stakeholders;
- (vii) You shall determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (viii) You shall moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

#### **8) The Code of Ethics and Business Conduct**

During your tenure, you are required to comply with the Code of Ethics and Business Conduct of the Company applicable to all Directors, Senior Management and Designated Employees of the Company.

#### **9) Remuneration/Sitting Fee and Reimbursement of Expenses**

As an Independent Director, you will be paid sitting fees for attending the meetings of the Board and the Committees. The sitting fees for attending each meeting of the Board and Committees would be as determined by the Board from time to time.

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 as an Independent Director of the Company.

#### **10) Disengagement**

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later. Your directorship on the Board of the Company shall cease in accordance with law.

#### **11) General**

This agreement is governed by and will be interpreted in accordance with Indian laws and your engagement shall be subject to the jurisdiction of the competent courts in India.

We are forwarding this letter in duplicate and request you to return the duplicate copy thereof duly signed as a token of your acceptance of your appointment as a Non-Executive Independent Director of Simran Farms Limited.

Thanking you,  
Yours faithfully

FOR SIMRAN FARMS LIMITED



*Harender*  
\*HARENDER SINGH BHATIA  
MANAGING DIRECTOR

DIN: 00509426

Encl: Code of Ethics and Business Conduct

I hereby acknowledge receipt of and accept the terms and conditions of appointment as set out in this letter:

*[Signature]*  
30/6/21

DATE: 30.06.2021

PLACE: Indore