



**SYMBOL OF  
QUALITY**



# **RUNGTA IRRIGATION LIMITED**

**REGD. & HEAD OFFICE :**

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**Date : 13<sup>th</sup> February, 2025**

**Kailash Lal Agrawal,  
Independent Director,  
C-65, I.F.S. Apartments, Mayur Vihar,  
Phase 1, East Delhi-110091**

**Sub.: Appointment of Independent Director**

Dear Sir,

We are pleased to inform you that upon approval of Board of Directors of the Company in their meeting held on February 13, 2025 you are being appointed as an Additional Director (Independent Director) on the Board of the Company w.e.f. February 13, 2025 for a period of up to 5 years. The appointment is governed by the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. Further, the appointment is subject to regularization by the Shareholders of the Company through postal ballot.

You are very well aware of the Directorial duties and rights as stipulated in Schedule IV of the Act, I narrate the same as under:-

**1. Appointment**

1.1. You have been appointed as an Additional Director of the Company in the category "Non-executive Independent" on the Board of Directors of the Company with effect from February 13, 2025.

1.2. Once you are appointed by the shareholders as an Independent Director you shall not be liable to retire by rotation.

1.3. Re-appointment at the end of the term shall be subject to the approval of the shareholders.

**2. Committees**

The Board of Directors (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 rules/regulations.



**WORK / BRANCHES / DEPOTS :**

**GHAZIABAD ● RANCHI ● BHIWANI ● JAIPUR ● JABALPUR ● PATNA ● LUCKNOW**



(AN ISO 9001 : 2008 CERTIFIED COMPANY)

### **3. Time Commitment**

3.1 As a Non- Executive Director you are expected to actively participate at the meetings of the Board and its Committees and to help provide the Board in relation to the Company's strategy, performance, and risk management as well as ensuing high standards of financial probity and corporate governance.

3.2 The Board meets at least four times in a year. The Audit Committee also meet at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholder Relationship Committee and CSR Committee meeting which are ordinarily convened when there is a need to convene thereof.

3.3 You are expected to attend the meetings of Board, Board Committees to which you may be appointed and also Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

### **4. Fiduciary Duties**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and inter alia are as under:

4.1 You shall act in accordance with the Company's Articles of Association.

4.2 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.

4.3 You shall discharge your duties with due and reasonable care, skill and diligence.

4.4 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 interests of the Company/Group or bring discredit to it. Any situation that creates a conflict of interest between personal interests and the Company and its stakeholders' interests, must be avoided at all costs. Please refer to clause 6 for full explanation on conflict of interest.

4.5 You shall not assign your office as Director and any assignments so made shall be void. There are certain roles, functions and duties prescribed for all Independent Directors, which are listed in the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013. You shall abide by the said 'Code of Conduct for Independent Directors' as amended from time to time to the extent relevant and applicable to your role. The present code is annexed hereto as Annexure A.

### **5. Status of Appointment**

You will not be an employee of the Company and this letter shall not constitute a contract of employment.

### **6. Conflict of Interest**

6.1 It is accepted and acknowledged that you 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 from time to time.

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

## **7. Evaluation**

The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors. As per the Policy, the Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment on the Board shall be subject to the outcome of the yearly evaluation process.

## **8. Disclosure of Interest**

8.1 Pursuant to the provisions of Section 184(1) of the Act, you are required to disclose your concern or interest in any company or companies or bodies corporate, firms or other association of individuals which shall include the shareholding, as prescribed under the Rule 9 of the Companies (Meetings of the Board and its Powers) Rules, 2014 (as amended from time to time).

8.2 The Company has an obligation to 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 not later than when the transaction or arrangement comes up at a Board meeting so that the same may be recorded in the minutes appropriately and the records of the Company are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

8.3 Pursuant to the provisions of Section 149(7) of the Act, you are required to give a declaration that you meet the criteria of independence as provided in Section 149(6) of the Act and thereafter, at the first meeting of the Board in every financial year.

## **9. Training of the Board**

The Company provides an orientation program for new independent director of the Board. The program covers an overview of our strategy and operations to familiarize the new inductees about the strategy, operations and functions of our Company. The induction program will provide an opportunity to interact with the senior leadership of the Company and help the inductees understand the Company's strategy, operations, services and product offerings, markets, organization structure, finance, HR, technology, quality, facilities and risk management.

## **10. Dealing in shares and Code of Conduct**

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. Further, directors, being designated officers of the Company for the purpose of insider trading guidelines, are to pre-clear all trades (buy/sell/gift) from the

Compliance Officer. You are required to comply with the applicable insider trading laws and regulations. You are also required to comply with Company's Code of Conduct and Ethics.

### 11. Confidentiality

All information acquired during your tenure of directorship is confidential and should not be disclosed, either during your tenure or following termination (by whatever means) to third parties without prior clearance from the Chairman, unless required by law or by the rules of any stock exchange or regulatory body. In the latter case, you would be required to suitably inform the Chairman of such an event or disclosure. You should direct any media queries or approaches to the appropriate spokesperson within the Company. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

### 13. Termination

13.1 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 to the Board.

13.2 Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of the Companies Act, 2013 and the rules made thereunder, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Articles of Association of the Company, from time to time in force.

13.3. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company.

It is a pleasure to have you on board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board.

**Best Regards,  
On behalf of Rungta Irrigation Limited**

  
**Shruti-Rungta**  
**Whole- Time Director**



*I hereby read and understood the terms of my appointment as an Independent Director of the Company and confirm my acceptance to the same.*

