

23<sup>rd</sup> May 2016

**Mr. Mahesh Kumar Tibrewal**

606, Flat No. 4B

Dakshin Dari Road, Lake Town

South Dum Dum

West Bengal – 700 048

**SUBJECT: APPOINTMENT AS INDEPENDENT DIRECTOR OF MARTIN BURN  
LIMITED**

**TERM OF OFFICE**

In accordance with the provision of the Companies Act, 2013 and other applicable laws, you have been appointed as a Non-Executive Independent Director of Martin Burn Limited, subject to shareholders' approval with effect from 30<sup>th</sup> May 2016 for a period of 5 years. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations).

Your appointment as 'Independent Director' is on the basis of declaration of independency given by you to the Board of Directors. Your good office is also requested to forward to the Board similar declarations in the first meeting of the Board of Directors to be held in every financial year.

Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the listing regulations. Your terms of appointment should be construed as defined under the Companies Act, 2013 and the listing regulations.

**Address**

Martin Burn House,  
1<sup>st</sup> Floor, 1, R. N. Mukherjee Road,  
Kolkata - 700 001

**Contact**

Tel: +91 33 4082 8282  
**CIN**  
L51109WB1946PLC013641

**Web**

info@martinburnltd.com  
[www.martinburnltd.com](http://www.martinburnltd.com)

## **COMMITTEES**

The Board of Directors (the Board) may, if it deems fit, invite you to serve on one or more of the Board Committees. Your appointment on such Committee (s) will be subject to applicable regulations and charter of the respective committee.

## **ROLE, RESPONSIBILITIES AND DUTIES ALONG WITH ACCOMPANYING LIABILITIES**

As a Non-Executive Independent Director of the Company you shall act in accordance with the provisions of the Companies Act, 2013, the listing agreement and in accordance with the Articles of Association of the Company.

The fiduciary duties of Executive and Non-Executive directors are as under:

- 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.
- Exercise duties with due and reasonable care, skill and diligence and exercise independent judgment.
- Not involve in a situation where there is a direct or indirect interest that conflicts possibly may conflict, with the interest of the company.
- Not achieve or attempt to achieve any undue gain or advantage either to you or to your relatives, partners, or associates

## **TIME COMMITMENT**

In performance of your role and duties effectively, you will be expected to attend Board and Committee Meetings to which are or you may be appointed and Shareholders' meetings and to devote such time as may be appropriate. You will be given adequate advance notice of the dates of the Board, Committee and General Meetings.

## **STATUS OF APPOINTMENT**

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

### **Address**

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## **REMUNERATION**

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 from time to time. Further, you will also be paid remuneration by way of commission as may be approved by the Board and Shareholders from time to time.

Payment of sitting fees and commission shall at all times be subject to the provisions of the Companies Act, 2013 and Rules there under and such amendments, as may be made thereto from time to time and other Acts and Rules as may be applicable.

## **REIMBURSEMENT OF EXPENSES**

In addition to fees and remuneration described above, the Company shall reimburse you the travelling, hotel, out of pocket and other incidental expenses incurred by you in performance of your roles and duties.

## **CODE OF CONDUCT**

The Company has formulated and adopted a ‘Code of Conduct of fair Trading by Designated Persons of the Company’, applicable to all the Directors/Officers/Connected Person/Designated Employees of the Company. You are required to be compliant with it all times during your tenure.

## **EVALUATION**

The performance of the Board, the Committees of the Board and individual Directors, including Chairman of the Board will be evaluated on an annual basis. Your appointment and re-appointment on the Board and shall be subject to the outcome of such evaluation.

## **RESIGNATION**

You may resign any time from the position of Non-Executive Independent Director by a written notice. It is desirable that you inform Chairman in advance of your intention to resign or not to seek re-appointment which will help to fill the vacancy.

We wish you utmost success in your endeavours.

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Yours sincerely

For Martin Burn Limited



K N Fatehpuria

Chairman

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14<sup>th</sup> November 2019

**Mr. Rajendra Kumar Khetan**

11A Palm Avenue, Ballygunge

Kolkata – 700 019

**SUBJECT: APPOINTMENT AS INDEPENDENT DIRECTOR OF MARTIN BURN  
LIMITED**

**TERM OF OFFICE**

In accordance with the provision of the Companies Act, 2013 and other applicable laws, you have been appointed as a Non-Executive Independent Director of Martin Burn Limited, subject to shareholders' approval with effect from 14<sup>th</sup> November 2019 for a period of 3 years. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations).

Your appointment as 'Independent Director' is on the basis of declaration of independency given by you to the Board of Directors. Your good office is also requested to forward to the Board similar declarations in the first meeting of the Board of Directors to be held in every financial year.

Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the listing regulations. Your terms of appointment should be construed as defined under the Companies Act, 2013 and the listing regulations.

**COMMITTEES**

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## **ROLE, RESPONSIBILITIES AND DUTIES ALONG WITH ACCOMPANYING LIABILITIES**

As a Non-Executive Independent Director of the Company you shall act in accordance with the provisions of the Companies Act, 2013, the listing agreement and in accordance with the Articles of Association of the Company.

The fiduciary duties of Executive and Non-Executive directors are as under:

- 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.
- Exercise duties with due and reasonable care, skill and diligence and exercise independent judgment.
- Not involve in a situation where there is a direct or indirect interest that conflicts possibly may conflict, with the interest of the company.
- Not achieve or attempt to achieve any undue gain or advantage either to you or to your relatives, partners, or associates

## **TIME COMMITMENT**

In performance of your role and duties effectively, you will be expected to attend Board and Committee Meetings to which are or you may be appointed and Shareholders' meetings and to devote such time as may be appropriate. You will be given adequate advance notice of the dates of the Board, Committee and General Meetings.

## **STATUS OF APPOINTMENT**

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

## **REMUNERATION**

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Payment of sitting fees and commission shall at all times be subject to the provisions of the Companies Act, 2013 and Rules there under and such amendments, as may be made thereto from time to time and other Acts and Rules as may be applicable.

### **REIMBURSEMENT OF EXPENSES**

In addition to fees and remuneration described above, the Company shall reimburse you the travelling, hotel, out of pocket and other incidental expenses incurred by you in performance of your roles and duties.

### **CODE OF CONDUCT**

The Company has formulated and adopted a ‘Code of Conduct of fair Trading by Designated Persons of the Company’, applicable to all the Directors/Officers/Connected Person/Designated Employees of the Company. You are required to be compliant with it all times during your tenure.

### **EVALUATION**

The performance of the Board, the Committees of the Board and individual Directors, including Chairman of the Board will be evaluated on an annual basis. Your appointment and re-appointment on the Board and shall be subject to the outcome of such evaluation.

### **RESIGNATION**

You may resign any time from the position of Non-Executive Independent Director by a written notice. It is desirable that you inform Chairman in advance of your intention to resign or not to seek re-appointment which will help to fill the vacancy.

We wish you utmost success in your endeavours.

Yours sincerely

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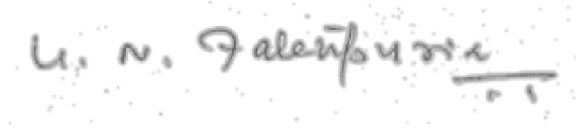
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For Martin Burn Limited



K N Fatehpuria

Chairman

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1<sup>st</sup> July 2020

**Mr. Devesh Hansraj Poddar**

H No. 1333, 3<sup>rd</sup> Lane

B/H Coffee House

Gokulpeth Market

Nagpur – 440 010

**SUBJECT: APPOINTMENT AS INDEPENDENT DIRECTOR OF MARTIN BURN LIMITED**

**TERM OF OFFICE**

In accordance with the provision of the Companies Act, 2013 and other applicable laws, you have been appointed as a Non-Executive Independent Director of Martin Burn Limited, subject to shareholders' approval with effect from 1<sup>st</sup> July 2020 for a period of 5 years. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations).

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Yours sincerely

For Martin Burn Limited



K N Fatehpuria

Chairman

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