



HERITAGE FOODS LIMITED

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**CONTRACT OF EMPLOYMENT /LETTER OF APPOINTMENT
FOR EXECUTIVE/WHOLE-TIME DIRECTOR**

{Pursuant to the provisions of Sections 190,196,197,198 & 203 of the Companies Act, 2013 read with Schedule-V and the Rules made thereof and applicable provisions of SEBI(LO&DR) Regulation,2015 as amended from time to time}

Date: _____

DIN: _____
Address _____

Dear Sir/Madam

Sub: Appointment/Re-appointment of Executive/Whole-Time Director

I am pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee meeting dated _____ and the Board of Directors meeting dated _____ (hereinafter referred as “the Board”) and Shareholders at their meeting through _____ dated _____ of Company has approved your appointment/re-appointment as Executive/Whole-Time Director & Whole-time Key Managerial Person(KMP) of the Company. This letter of appointment sets out the terms and conditions covering your employment which is as follows:

i. Terms of employment

In accordance with the provisions of the Companies Act, 2013 and the Rules made there under read with Schedule V to the Act, and applicable provisions of SEBI (LO&DR) Regulation, 2015 as amended from time to time, You are Appointed/re-appointed as a Executive/Whole-Time Director & Whole-time Key Managerial Person(KMP) on the Board of Directors of Company for a period of ___ consecutive years with effect from _____.

The term Whole-Time t Director should be construed as defined under the Companies Act, 2013 and SEBI (LO&DR) Regulation, 2015 as amended from time to time,.

The Company has adopted the provisions with respect to appointment and tenure of Executive/Whole-Time Director which is consistent with the Companies Act, 2013 and the Rules made there under read with Schedule V to the Act, and applicable provisions of SEBI (LO&DR) Regulation, 2015, as amended from time to time..

ii. Board 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 regulations.

This is a Model Letter of Appointment and is subject to Amendment/ Modification.



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Currently, the Board has 6 (Six) committees: Audit Committee, Management Committee, Nominations and Remuneration Committee, Stakeholders Relationship Committee, Corporate Social Responsibility Committee and Risk management Committee. The Board is responsible for constituting, assigning, co-opting and fixing terms of service for committee members. The chairperson of the Board, in consultation with the Company Secretary and the committee chairperson, determines the frequency and duration of the committee meetings. Normally, the Audit Committee, Stakeholders Relationship Committee meet four times a year and remaining committees shall meet whenever it is required as per the provisions of the Companies Act, 2013 and SEBI (LO&DR) Regulations, 2015 as amended from time to time. Recommendations of the committees are submitted to the full Board for approval. The quorum for meetings is either two members of the committee or one-third of the members of the committee, whichever is higher.

iii. Time Commitment

As a Executive/Whole-Time Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least six times in a year.

By accepting this appointment, you confirm that you are able to allocate whole of your time to meet the expectations from your role to the satisfaction of the Board and the Company.

iv. Professional Conduct

As an Executive/Whole-Time Director, you shall:

- uphold ethical standards of integrity and probity;
- act objectively and constructively while exercising your duties;
- exercise your responsibilities in a bona fide manner in the interest of the Company;
- devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- not allow any extraneous considerations that may 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
- assist the Company in implementing the best corporate governance practices.

v. Role, Responsibilities and Duties

Your role, Responsibilities and duties will be those normally required of a Executive/Whole-Time Director under the Companies Act, 2013 and the Rules made there under read with Schedule V to the Act and applicable provisions of SEBI (LO&DR) Regulation, 2015 as amended from time to time.. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

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



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- 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 interest of the Company.
- You shall discharge your duties with due and reasonable care, skill and diligence.
- 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. Please refer to Clause ix for full explanation on conflict of interest.
- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

In addition to the above requirements applicable to all Directors, you will report to the Vice-Chairperson and Managing Director of the company and is accountable for the key responsibilities as follows:

- Initiate speedy and stable growth strategies for the organization in line with the Vision and Mission of the company.
- Initiate strategies for backward and forward integration within the food industry.
- Initiate steps for diversification to various other potential businesses.
- Initiate steps in achieving the corporate goals of the organization in terms of values and profitability to all the stakeholders.
- Shall be responsible for safeguarding and effective utilization of the assets and improving the productivity.
- Responsible for compliance of various enactments applicable to the organization.
- Shall be responsible to discharge the duties entrusted by the Board of Directors from time to time.
- Matters relating to financial management.

vi. Status of Appointment

You are the employee of the Company as per the legal and statutory applicable provisions, you are eligible for fitment in the Top Management Grade (TM-B), you are also eligible for PF, Gratuity & LTA as per the above said grade, the Code of Conduct of employee is also applicable to you and this letter shall constitute a contract of employment as the provisos of Section 190 of the Companies Act, 2013 as amended from time to time. You shall be paid the remuneration as recommended by the Nomination & Remuneration Committee, Board of Directors and approved by Shareholders of the Company by way of Special Resolution dated _____ as mentioned below;

Period		
A	Salary	
B	1	Housing
	2	Medical Reimbursement
	3	Leave Travel Assistance
	4	Club Fees
	5	Personal Accident Insurance
	6	Books & Periodicals
	7	Others



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C	1	Provident Fund contribution	
	2	Gratuity	
	3	Leave encashment benefits	
	4	Superannuation contribution	
D	1	Car & Telephone	
E	Performance / Annual Pay		

Minimum Remuneration:

Where in any financial year during your tenure, the Company incurs a loss or its profits are inadequate, the Company shall pay the above remuneration as referred above “A to D” to you by way of salary, perquisites and other benefits as minimum remuneration subject to the limits specified under Section II of Part II of Schedule V of the Companies Act, 2013

vii. 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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary of the Company

viii. Confidentiality

All information acquired during your appointment is confidential to the Company should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Company/Board unless required by law or by the rules of any stock exchanges or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by HFL.

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 required to obtain prior clearance to pre-clear all trades (buy/sell/gift) from the Company Secretary / the Compliance Officer of the Company. You are required to comply with the applicable insider trading laws and regulations. You are also required to comply with the Company’s *Code of Conduct and Ethics*, enclosed with this letter of appointment.

ix. Performance Evaluation

The Company has adopted a policy on Board Evaluation in line with the requirement of the Companies Act,2013 and The SEBI(LO&DR) Regulation,2015 as amended from time to time. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairperson of the Board. As per the Policy, the Company shall carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis.



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x. Disclosure of Interest

As per the provision of te Companies Act,2013 and SEBI(LO&DR), Regulation,2015, as amended from time to time, the Company must 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 no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

xi. Termination

You may resign from your position at any time and should you wish to do so, you are requested to serve a three months advance written notice on the Board.

Continuation of your appointment is contingent on your getting re-appointed by the shareholders in accordance with provisions of Companies Act, 2013, SEBI (LO&DR) Regulation, 2015 and the Articles of Association of the Company, from time to time in force.

Your appointment may also be terminated in accordance with the provisions of the Companies Act, 2013, SEBI (LO&DR) Regulation, 2015 and as per the Articles of Association of the Company from time to time in force.

xii. Governing Law

This appointment letter is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely

For **Heritage Foods Limited**
By order of Board of Directors

D Seetharamaiah
Chairperson

- Encls: 1. Copy of the Code of conduct & Ethics
2. Copy of the D & O Policy
3. Acknowledged copy of DIR-2, DIR-8 and MBP-1

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed
Dated