



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

**Date: 17<sup>th</sup> August, 2023**

To,  
**Mr. Ponnuswamy Ramnath,**  
884, ATS Village, Sector 93A Dadri,  
Gautam Buddha Nagar,  
Noida – 201301, Uttar Pradesh

Dear Sir,

**Sub: Letter of Appointment as Independent Director of the Company**

We are pleased to inform you that the Board of Directors of Mold-Tek Packaging Limited (the Company), as per the recommendation of the Nomination and Remuneration Committee appointed you as an Independent Director on the Board of the Company, vide a resolution passed by circulation on 9<sup>th</sup> August, 2023, to hold office for your first term of five consecutive years w.e.f. 17<sup>th</sup> August, 2023 to 16<sup>th</sup> August, 2028, subject to approval and regularization by members of the Company in the ensuing Annual General Meeting as an Independent Director on the Board.

As per the requirements of the Act and Listing Regulations the above is being formalized through this letter of appointment.

**Terms of Appointment of Independent Director:**

**1. Appointment:**

You have been appointed as an Independent Director of Mold-Tek Packaging Limited by the Board, as per the recommendation of the Nomination and Remuneration Committee, vide a resolution passed by circulation on 9<sup>th</sup> August, 2023, for your first term of five consecutive years w.e.f. 17<sup>th</sup> August, 2023 to 16<sup>th</sup> August, 2028. Your appointment is subject to approval by the members at General Meeting as per the provisions of the Act and the Listing Regulations and the maximum permissible Directorships that one can hold as per the provisions of the said Act and the Listing Regulations.

The term Independent Director should be construed as defined under the Act and the Listing Regulations.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Act and the Listing Regulations.

**2. 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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.



Corporate Office



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

### 3. Time Commitments:

You will be expected to devote such time as is necessary for the proper performance of your duties and as an Independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings and Committee Meetings of the Board as necessary.

### 4. Role, Duties and Liabilities:

Your role and duties will be those normally required of an Independent Non-Executive Director under the Companies Act, 2013 and SEBI (LODR) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and 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 interest of the Company;
- III. You shall discharge your duties with due and reasonable care, skill and diligence;
- 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 assignments so made shall be void.

As an Independent Director you will be liable only in respect of such acts of omission or commission by the company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

### 5. Remuneration:

You will not be an employee of the Company and this letter shall not constitute as a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

### 6. Code of Conduct(s):

You shall follow the Company's Code of Conduct(s) and furnish an annual affirmation of the same.

### 7. Conflict of Interest:

By accepting this appointment, you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary of the Company.

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : ir@moldtekindia.com  
Website : www.moldtekgroup.com CIN No: L21022TG1997PLC026542



### 8. Confidentiality:

All information acquired during your association with the Company shall be treated as confidential and should not be released, 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors, KMP and Senior Management and Code of Conduct(s) on PIT.

### 9. Indemnity and Insurance /Provision for Directors' and Officers' (D & O) Liability Insurance:

The Company has the Directors' and Officers' Liability Insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

### 10. Induction & Training:

Wherever possible, Directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

### 11. Resignation:

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.

### 12. Applicable Law:

This letter of appointment shall be governed by the laws of India.

This 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.

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.

Yours sincerely,

**For MOLD-TEK PACKAGING LIMITED**

  
**J. Lakshmana Rao**  
**Chairman & Managing Director**  
**DIN: 00649702**





**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

**Date: 2<sup>nd</sup> September, 2022**

To,  
**Mr. Eswara Rao Immaneni,**  
Plot No - 3, Road No - 3, Sector-IV,  
Lotus Land Mark, Kedareswara Pet,  
Gandhinagaram, Krishna,  
Vijayawada,  
Andhra Pradesh – 520003,

Dear Sir,

**Sub: Letter of Appointment as Independent Director**

We are pleased to inform you that the Board of Directors of Mold-Tek Packaging Limited (the Company) at their meeting held on 2<sup>nd</sup> September, 2022 has re-appointed you as an Independent Director of the Company for a second term of five (5) years w.e.f. 14<sup>th</sup> May, 2023 to hold office till 13<sup>th</sup> May, 2028, pursuant to the provisions of the Companies Act, 2013 (the 'Act') and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the 'Listing Regulations') and subject to the approval of the members in the ensuing Annual General Meeting.

As per the requirements of the Act and Listing Regulations the above is being formalized through this letter of appointment.

**Terms of Appointment of Independent Director:**

**1. Appointment**

You have been re-appointed as an Independent Director on the Board of Directors of Mold-Tek Packaging Limited by the Board in its meeting held on 2<sup>nd</sup> September, 2022 for a second term of five years w.e.f. 14<sup>th</sup> May, 2023 to hold office till 13<sup>th</sup> May, 2028. Your appointment is subject to approval by the members at the ensuing Annual General Meeting as per the provisions of the Act and the Listing Regulations and the maximum permissible Directorships that one can hold as per the provisions of the said Act and the Listing Regulations.

The term Independent Director should be construed as defined under the Act and the Listing Regulations.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Act and the Listing Regulations.

**2. 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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : ir@moldtekindia.com  
Website : www.moldtekgroup.com CIN No: L21022TG1997PLC026542

### 3. Time Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an Independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings and Committee Meetings of the Board as necessary.

### 4. Role, Duties and Liabilities

Your role and duties will be those normally required of an Independent Non-Executive Director under the Companies Act, 2013 and SEBI (LODR) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and 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 interest of the Company;
- III. You shall discharge your duties with due and reasonable care, skill and diligence;
- 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 assignments so made shall be void.

As an Independent Director you will be liable only in respect of such acts of omission or commission by the company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

### 5. Remuneration

You will not be an employee of the Company and this letter shall not constitute as a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

### 6. Code of Conduct

You shall follow the Company's Code of Conduct and furnish an annual affirmation of the same.

### 7. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary of the Company.



Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mai l: ir@moldtekindia.com  
Website : www.moldtekgroup.com CIN No: L21022TG1997PLC026542





**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

## 8. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

## 9. Indemnity and Insurance /Provision for Directors' and Officers' (D & O) Liability Insurance

The Company has the Directors' and Officers' Liability Insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

## 10. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

## 11. Resignation

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.

## 12. Applicable Law

This letter of appointment shall be governed by the laws of India.

This agreement 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.

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.

Yours sincerely,

**For MOLD-TEK PACKAGING LIMITED**

  
**J. Lakshmana Rao**  
**Chairman & Managing Director**  
**DIN: 00649702**



Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : ir@moldtekindia.com  
Website : www.moldtekgroup.com CIN No: L21022TG1997PLC026542



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

11<sup>th</sup> March, 2020

**Mrs. Madhuri Venkata Ramani Viswanadham**

Flat No. 101, Manbhum Venkys Apts,  
6-3-1090/M/101, Rajbhavan Road,  
Somajiguda, Hyderabad- 500082,  
Telangana

Dear Sir,

Sub: Letter of Appointment for Independent Directors

### **Terms of Appointment of Independent Director**

#### **1. Appointment**

You have been appointed as an Additional Director (Non-executive Independent Director) on the Board of Directors of Mold-Tek Packaging Limited with effect from 11th March, 2020. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

#### **2. 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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

#### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

---

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : [ir@moldtekindia.com](mailto:ir@moldtekindia.com)  
Website : [www.moldtekgroup.com](http://www.moldtekgroup.com) CIN No: L21022TG1997PLC026542

#### **4. Role, Duties and Liabilities**

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 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

#### **5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

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

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

#### **7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made



available to you by the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

## **8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

## **9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

## **10. Applicable Law**

This letter of appointment shall be governed by the laws of India.

This agreement 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.

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.

Yours sincerely

**For MOLD-TEK PACKAGING LIMITED**

**Sd/-**

**J Lakshmana Rao**

Chairman & Managing Director

DIN : 00649702



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

27<sup>th</sup> January, 2020

**To**  
**Togaru Dhanrajtirumala Narasimha**  
**21, Reliance Villas, Chinna Thokatta New Bowenpally,**  
**Tirumalagiri Secunderabad 500011 TG**

Dear Sir,

Sub: Letter of Appointment for Independent Directors

**Terms of Appointment of Independent Director**

**1. Appointment**

You have been appointed as an Additional Director (Non-executive Independent Director) on the Board of Directors of Mold-Tek Packaging Limited with effect from 27<sup>th</sup> January, 2020. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

**2. 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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

**3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

---

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : [ir@moldtekindia.com](mailto:ir@moldtekindia.com)  
Website : [www.moldtekgroup.com](http://www.moldtekgroup.com) CIN No: L21022TG1997PLC026542

#### **4. Role, Duties and Liabilities**

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 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

#### **5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

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

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

#### **7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.



## **8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

## **9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

## **10. Applicable Law**

This letter of appointment shall be governed by the laws of India.

This agreement 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.

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.

Yours sincerely

**For MOLD-TEK PACKAGING LIMITED**

**Sd/-**

**J Lakshmana Rao**

Chairman & Managing Director

DIN : 00649702



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

27<sup>th</sup> January, 2020

**To**  
**Ramakrishna Bonagiri**  
**H No. 85, MIG-11, 9th Phase, KPHB Colony**  
**Kukatpally Hyderabad 500072 TG**

Dear Sir,

Sub: Letter of Appointment for Independent Directors

### **Terms of Appointment of Independent Director**

#### **1. Appointment**

You have been appointed as an Additional Director (Non-executive Independent Director) on the Board of Directors of Mold-Tek Packaging Limited with effect from 27th January, 2020. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

#### **2. 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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

#### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

---

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : [ir@moldtekindia.com](mailto:ir@moldtekindia.com)  
Website : [www.moldtekgroup.com](http://www.moldtekgroup.com) CIN No: L21022TG1997PLC026542

#### **4. Role, Duties and Liabilities**

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 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

#### **5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

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

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

#### **7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made



available to you by the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

## **8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

## **9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

## **10. Applicable Law**

This letter of appointment shall be governed by the laws of India.

This agreement 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.

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.

Yours sincerely

**For MOLD-TEK PACKAGING LIMITED**

**Sd/-**

**J Lakshmana Rao**

Chairman & Managing Director

DIN : 00649702



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

14<sup>th</sup> May, 2018

**Mr. Eshwar Rao Immaneni**  
**Plot No - 3, Road No - 3,**  
**Sector-IV, Lotus Land Mark, Kedareshwara Pet,**  
**Gandhinagaram, Krishna(DI ST),**  
**Vijayawada 520003 AP**

Dear Sir,

Sub: Letter of Appointment for Independent Directors

### **Terms of Appointment of Independent Director**

#### **1. Appointment**

You have been appointed as an Additional Director (Non-executive Independent Director) on the Board of Directors of Mold-Tek Packaging Limited with effect from 14<sup>th</sup> May, 2018. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

#### **2. 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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

#### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

---

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : [ir@moldtekindia.com](mailto:ir@moldtekindia.com)  
Website : [www.moldtekgroup.com](http://www.moldtekgroup.com) CIN No: L21022TG1997PLC026542

#### **4. Role, Duties and Liabilities**

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 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

#### **5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

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

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

#### **7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made



available to you by the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

## **8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

## **9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

## **10. Applicable Law**

This letter of appointment shall be governed by the laws of India.

This agreement 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.

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.

Yours sincerely

**For MOLD-TEK PACKAGING LIMITED**

**Sd/-**

**J Lakshmana Rao**

Chairman & Managing Director

DIN : 00649702



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

14<sup>th</sup> May, 2018

**Mr. Venkata Appa Rao Kotagiri**  
**Bobbili Eye Hospital, Hospital Road,**  
**Bobbili, Vizianagaram Dist Bobbili-535558,**  
**Andhra Pradesh.**

Dear Sir,

Sub: Letter of Appointment for Independent Directors

### **Terms of Appointment of Independent Director**

#### **1. Appointment**

You have been appointed as an Additional Director (Non-executive Independent Director) on the Board of Directors of Mold-Tek Packaging Limited with effect from 14<sup>th</sup> May, 2018. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

#### **2. 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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

#### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

---

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300, Fax : +91-40-40300328, E-mail : [ir@moldtekindia.com](mailto:ir@moldtekindia.com)  
Website : [www.moldtekgroup.com](http://www.moldtekgroup.com) CIN No: L21022TG1997PLC026542

#### **4. Role, Duties and Liabilities**

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 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

#### **5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

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

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

#### **7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by

the Company.

## **8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

## **9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

## **10. Applicable Law**

This letter of appointment shall be governed by the laws of India.

This agreement 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.

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.

Yours sincerely

**For MOLD-TEK PACKAGING LIMITED**

**Sd/-**

**J Lakshmana Rao**

Chairman & Managing Director

DIN : 00649702



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

02<sup>nd</sup> September 2014

**Mr.P.Shyam Sunder Rao**

**Address**

H.No.1-3-183/40/149,  
Sri Lakshmi Nilayam,  
Thallabasti,  
Hyderabad - 500080.

Dear Sir,

**Sub: Letter of Appointment for Independent Director**

On behalf of all the Board Members of Mold-Tek Packaging Limited, I would like to express my gratitude to you, for your 16 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 21.04.1998, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Packaging Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

**J Lakshmana Rao**  
**Chairman & Managing Director**  
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mail : [ir@moldtekindia.com](mailto:ir@moldtekindia.com)  
Website : [www.moldtekindia.com](http://www.moldtekindia.com) CIN No: L21022TG1997PLC026542



## **Terms of Appointment of Independent Director**

### **1. Appointment**

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Packaging Limited with effect from 30<sup>th</sup> September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. 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 agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

### **2. 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.

### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.

### **4. Role, Duties and Liabilities**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.





**5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

**6. Conflict of Interest**

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

**7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

**8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

**9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

**10. Applicable Law**

This letter of appointment shall be governed by the laws of India.



This agreement 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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

**J Lakshmana Rao**

**Chairman & Managing Director**

**[DIN : 00649702]**

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

**Signature:**

**Name : Mr.P.Shyam Sunder Rao**

**DIN : 01770064**

**Place : Hyderabad.**



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

02<sup>nd</sup> September 2014

**Dr. T.Venkateswara Rao**

**Address**

Flat.No.401, Praveena Residency,  
3rd Lane, Old Pattabhi Puram,  
Guntur -6.

Dear Sir,

**Sub: Letter of Appointment for Independent Director**

On behalf of all the Board Members of Mold-Tek Packaging Limited, I would like to express my gratitude to you, for your 9 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 31.12.2005, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Packaging Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

**J Lakshmana Rao**  
**Chairman & Managing Director**  
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mail: [ir@moldtekindia.com](mailto:ir@moldtekindia.com)  
Website : [www.moldtekindia.com](http://www.moldtekindia.com) CIN No: L21022TG1997PLC026542



## **Terms of Appointment of Independent Director**

### **1. Appointment**

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Packaging Limited with effect from 30<sup>th</sup> September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. 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 agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

### **2. 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.

### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings, Committee Meetings as necessary.

### **4. Role, Duties and Liabilities**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.



**5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

**6. Conflict of Interest**

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

**7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

**8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

**9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

**10. Applicable Law**

This letter of appointment shall be governed by the laws of India.



This agreement 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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

**J Lakshmana Rao**

**Chairman & Managing Director**

**[DIN : 00649702]**

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

**Signature:**

**Name : Dr. T.Venkateswara Rao**

**DIN : 00572657**

**Place : Guntur.**





**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

02<sup>nd</sup> September 2014

**Dr.N.V.N. Varma**

**Address**

Flat.No.202, Vishnu Towers,  
8th Street, Jayaprakash Nagar,  
Yellareddyguda, Ameerpet,  
Hyderabad - 500016.

Dear Sir,

**Sub: Letter of Appointment for Independent Director**

On behalf of all the Board Members of Mold-Tek Packaging Limited, I would like to express my gratitude to you, for your 5 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 31.10.2009, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Packaging Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

**J Lakshmana Rao**  
**Chairman & Managing Director**  
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.

Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mail : [ir@moldtekindia.com](mailto:ir@moldtekindia.com)

Website : [www.moldtekindia.com](http://www.moldtekindia.com) CIN No: L21022TG1997PLC026542



## **Terms of Appointment of Independent Director**

### **1. Appointment**

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Packaging Limited with effect from 30<sup>th</sup> September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. 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 agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

### **2. 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.

### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.

### **4. Role, Duties and Liabilities**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.



**5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

**6. Conflict of Interest**

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

**7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

**8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

**9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

**10. Applicable Law**

This letter of appointment shall be governed by the laws of India.



This agreement 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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

A handwritten signature in black ink, appearing to read 'J Lakshmana Rao'.

**J Lakshmana Rao**

**Chairman & Managing Director**

**[DIN : 00649702]**

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

**Signature:**

A handwritten signature in black ink, appearing to read 'Dr. N.V.N. Varma'.

**Name : Dr.N.V.N. Varma**

**DIN : 02861521**

**Place : Hyderabad**



**MOLD-TEK**  
**Packaging Limited**  
(Formerly known as Moldtek Plastics Ltd.)

02<sup>nd</sup> September 2014

**Mr. CH. Vasu Prakash**

**Address**

D.No.9-5-67/5-15,  
Flat.No.601, Annapurna Apartments,  
Opp.TSR Aprts, Sivajipalem,  
Visakhapatnam - 530017.

Dear Sir,

**Sub: Letter of Appointment for Independent Director**

On behalf of all the Board Members of Mold-Tek Packaging Limited, I would like to express my gratitude to you, for your 4 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 12.07.2010, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Packaging Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

**J Lakshmana Rao**  
**Chairman & Managing Director**  
Encl: As above

---

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Telangana, INDIA.  
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mai l: ir@moldtekindia.com  
Website : www.moldtekindia.com CIN No: L21022TG1997PLC026542



## **Terms of Appointment of Independent Director**

### **1. Appointment**

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Packaging Limited with effect from 30<sup>th</sup> September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. 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 agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

### **2. 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.

### **3. Time Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.

### **4. Role, Duties and Liabilities**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and 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 interest of the Company
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- 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 assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.





**5. Remuneration**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

**6. Conflict of Interest**

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

**7. Confidentiality**

All information acquired during your appointment is confidential and should not be released, either during your appointment 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. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

**8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

**9. Induction & Training**

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

**10. Applicable Law**

This letter of appointment shall be governed by the laws of India.



This agreement 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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

**For MOLD-TEK PACKAGING LIMITED**

**J Lakshmana Rao**

**Chairman & Managing Director**

**[DIN : 00649702]**

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

**Signature:**

**Name : Mr. CH. Vasu Prakash**

**DIN : 02196411**

**Place : Visakhapatnam**