



## ASTRA MICROWAVE PRODUCTS LIMITED

Regd. Office : ASTRA Towers, Survey No. 12(P), Kothaguda Post,  
Kondapur, Hitechcity, Hyderabad, Telangana, INDIA - 500084  
Tel : +91 40 30618000, 30618001, Fax : +91 40 30618048  
Email : info@astramp.com, website : www.astramp.com  
CIN : L29309TG1991PLC013203

June 24, 2019

To  
Mr. Atim Kabra  
11, Nathan Road #07-01,  
Regency Park,  
Singapore - 248732

Dear Sir,

### Sub: Letter of Appointment - Reg.

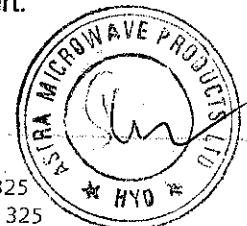
We wish to inform you that, the Board of Directors have approved your appointment as Additional Director (Non-Executive) of the company with effect from 24<sup>th</sup> June, 2019 subject to the approval of the Shareholders.

This letter sets out the terms of your appointment as a Non-Executive Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extent provisions of the (i) Applicable laws, including Companies Act, 2013 and (ii) Articles of Association of the Company ("AOA").

### 1. Role, Duties, Responsibilities and Governing Law

- i. As a member of the Board and along with the other Directors, you will be collectively responsible for meeting the objectives of the Board which include:
  - a. Requirements under the Companies Act, 2013
  - b. Responsibilities of the Board as outlined in the Corporate Governance
  - c. Accountability under the Directors' Responsibility Statement
  - d. Overseeing the maintenance of high standards of the company and ethical conduct of business
  - e. Overseeing the Company's contribution in enhancing the quality of life of communities.
- ii. 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 court.



Works :

Unit 1 : Plot No. 12, ANRICH Industrial Estate, Bollaram, Medak Dist., Telangana State - 502 325  
Unit 2 : Plot No. 56A, ANRICH Industrial Estate, Bollaram, Medak Dist., Telangana State - 502 325  
Unit 3 : Sy. No. 1/1, Imarath Kancha, Raviryala (VII), Maheshwaram (Mdl) R.R. Dist., Telangana State - 500 005  
Unit 4 : Sy. No. 1/1, Plot No. 18 to 21, Imarath Kancha, Hardware Park, Raviryala (V), Maheshwaram (M) R.R. Dist., T.S. - 500 005  
R&D Centre : Plot No. 51 P, Bengaluru Aerospace Park(KIADB), Survey Nos Parts of 36 to 40, Bengaluru North, K.S. - 562 149.





## 2. Time commitment

Considering the nature of the role of a Director, it is difficult for a Company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as a Non-Executive Director.

## 3. Board Committees

As advised by the Board, during the tenure of your office, you may be required to serve one or more Committees as established by the Board. Upon your appointment in any one or more Committee(s), you will be provided with appropriate Committee charter which sets out the functions of that Committee.

Your appointment on such Committee(s) shall be subject to the applicable regulations.

## 4. Remuneration

As a Non-Executive Director, you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member as fixed by the Board from time to time.

In addition to the sitting fees, commission based on the profits made will be paid to you. This amount can be revised by the board from time to time considering performance of the company. Due to any reason, profits of the Company are inadequate, then this commission amount will be reduced.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure (Travel - economy airfare), as may have been incurred by you while performing your role as a Non-Executive Director of the Company. In addition, the company will reimburse Rs.6,000/- for each meeting to meet local conveyance expenses both at Hyderabad and residential place.

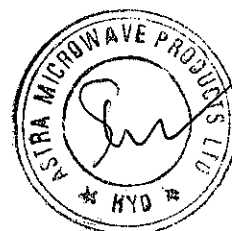
## 5. Astra Code of Conduct

As a Non-Executive Director of the Company, you agree to comply with the Astra Code of Conduct for Board Members and Senior Management.

Unless specifically authorised by the Company, you shall not disclose Company and business information to public constituencies such as media, financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

You are required to sign a confirmation of acceptance of the Astra Code of Conduct on annual basis.





## 6. Disclosures, other directorships and business interests

During the term, you agree to promptly notify the Company of any change in your directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as a Non-Executive Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. We request you to confirm that, as on date of this letter, you have no such conflict of interest issues with your existing directorships.

## 7. Changes of personal details

During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or contact number and personal details provided to the Company.

## 8. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law apart from the grounds of termination as specified in the Companies Act, 2013.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to the Registrar of Companies (ROC). The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

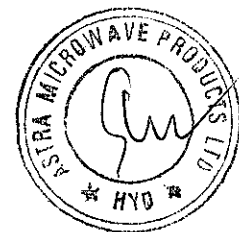
## 9. Co-operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

## 10. Miscellaneous

This letter represents the entire understanding, constitutes the whole agreement in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and without any prejudice to the generality of the foregoing by excluding any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.





## 11. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Thanking you,

Yours faithfully,  
For **Astra Microwave Products Ltd**

A handwritten signature in black ink, appearing to read 'S. Gurunatha Reddy', written over a faint circular stamp.

**S. Gurunatha Reddy**  
Managing Director

### **AGREE AND ACCEPT**

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

Sign:

A handwritten signature in black ink, appearing to read 'Atim Kabra', written over a faint circular stamp.

Name: Mr. Atim Kabra

Place: Singapore